Agenda of Regular Meeting

The Board of Trustees
Splendora ISD

A Regular meeting of the Board of Trustees of Splendora ISD will be held January 17, 2023, beginning at 6:00 PM in the Administration Building Boardroom, 23419 FM 2090, Splendora, Texas 77372.

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.

1. Strategic Direction - Why We Exist 3
2. ROLL CALL
3. INVOCATION
4. U.S. & STATE OF TEXAS PLEDGE OF ALLEGIANCES 4
5. CLOSED SESSION ITEMS
    - A. Personnel - Section 551.074
    - B. Real Estate - Section 551.072
    - C. Consultations with Attorney - Section 551.071
    - D. Safety - Section 551.076
6. POSSIBLE ACTION ARISING FROM CLOSED SESSION
7. GOOD THINGS
8. CAMPUS SPOTLIGHT
9. SUPERINTENDENT'S REPORT
    - A. Enrollment 5
    - B. Month-At-A-Glance 6
    - C. Balanced Scorecard - Priority 1 8
10. AUDIENCE
11. PRESENTATION(S)
    - A. 2023 Educational Specifications for School Facilities Presentation by Stantec 12
12. CONSENT AGENDA ITEMS
    - A. Minutes 48
    - B. Financials, Tax Report, Investment Report, and Accounts Payable 51
    - C. Consider Athletic Donation(s) 87
    - D. Consider SPED Donation 89

E. Consider Approval of TASB Policy Update 120 that includes the following: CB(LOCAL): STATE AND FEDERAL REVENUE SOURCES CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - EMERGENCY PLANS 93

F. FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

G. FO(LOCAL): STUDENT DISCIPLINE

H.

I. Consider Approval of 2023-2024 Budget Calendar 406

13. ACTION ITEMS

A. Consider Approval of District-wide contracted Grounds bid and selection 409

B. Consider Approval of District-wide contracted Chiller Maintenance bid and selection 468

C. Discussion and Possible Action to Designate Architectural Design Firms to the Design Services Pool for Splendora ISD. 569

D. Discussion and Possible Action to Adopt the 2023 Educational Specifications for School Facilities as developed by Stantec. 570

14. POSSIBLE AGENDA ITEMS FOR NEXT MEETING 571

15. ADJOURN

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

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

_____
For the Board of Trustees

STRATEGIC DIRECTION - *why we exist*

VISION Right People. Right Things. Right Way. Right Resources. Right Relationships

MISSION Cultivating Exceptional People

BELIEFS - *why we act*	**PRINCIPLES**
Student-Focused: We believe the greatest outcomes result when students come first.	· Be accountable. · Live with integrity. · Focus on student needs.
Relationships: We believe positive and supportive relationships create the conditions for students to be advocates in their education.	· Value each other.
Culture: We believe a healthy, collaborative culture fosters exploration and innovation in a supportive environment.	· Ensure a safe physical, emotional, + social environment.
Servant Leaders: We believe servant leaders and critical thinkers strengthen our community and democracy.	· Develop servant leaders.
Learning: We believe all students deserve high-quality, engaging learning experiences that honor the potential in each student.	· Create a dynamic learning environment.

LEARNER PROFILE

The Splendora ISD Learner Profile provides an educational setting where every student is empowered to be: Self Motivated, Confident, An Adaptable Learner, A Critical Thinker, A Productive Citizen

STRATEGIC GOALS

Goal 1: Establish a shared commitment to district beliefs, the need for continuous innovation, and a focus on the future.

Goal 2: Ensure the focus of school district activity is on improving the quality of learning experiences for all.

Goal 3: Enhance the capacity to increase student engagement through digital learning.

Goal 4: Enact a communication strategy that results in a common language and a shared commitment to student success.

Goal 5: Establish a culture that promotes social, emotional and physical well-being for all.

U.S. Pledge:
"I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all."

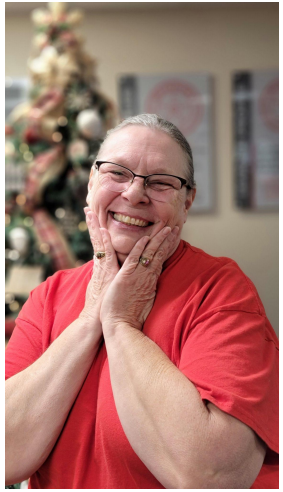
Texas Pledge:
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

																Enrollment All served			In Membership (ADA Eligible)		
Campus	EE	PK	KG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Last Day 5/27/22	Diff.	Total	Last Day 5/27/22	Diff.
Splendora HS												378	378	315	276	1347	1252	95	1310	1251	59
Splendora Jr High										368	411					779	716	63	778	716	62
Peach Creek Elem	2	33	66	57	60	78	77	88	87							548	562	-14	528	538	-10
Greenleaf Elem	6	83	91	107	110	111	93	104	97							802	756	46	755.5	756	-0.5
Piney Woods Elem	10	27	72	60	75	72	90	67	66							539	523	16	518.5	523	-4.5
Timber Lake Elem	6	61	139	105	107	100	108	111	136							873	728	145	836.5	728	108.5
JJAEP											1					1	1	0	0	0	0
District Total	24	204	368	329	352	361	368	370	386	368	412	378	378	315	276	4889	4538	351	4726.5	4512	214.5
First Day 2021-2022	8	167	270	277	306	316	314	310	311	335	306	337	314	267	266	4104			4303.5		
Difference	16	37	98	52	46	45	54	60	75	33	106	41	64	48	10	785			423		
Current Day	24	204	368	329	352	361	368	370	386	368	412	378	378	315	276	4889			4726.5		
This Day Last Year	16	197	303	303	327	336	328	337	324	362	330	353	335	277	291	4419			4257		
Difference	8	7	65	26	25	25	40	33	62	6	82	25	43	38	-15	470			469.5		

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- Before the break, our transportation department received training for CKH and held a Ride & Drive event for anyone wanting to become a bus driver.
- We found the owner of a SHS 1981 class ring!
- We celebrated Kent Broussard's retirement.
- The TLE Wildcat Power Robotics team advanced to East Texas Regional Championship.
- Our student organizations donated toys and worked the Blue Santa Toy Drive with the City of Splendora Police Department. This event provided toys for over 150 families in our District.
- We held 4 blood drives in honor of a Peach Creek student who is fighting leukemia. We had over 100 people donate blood.









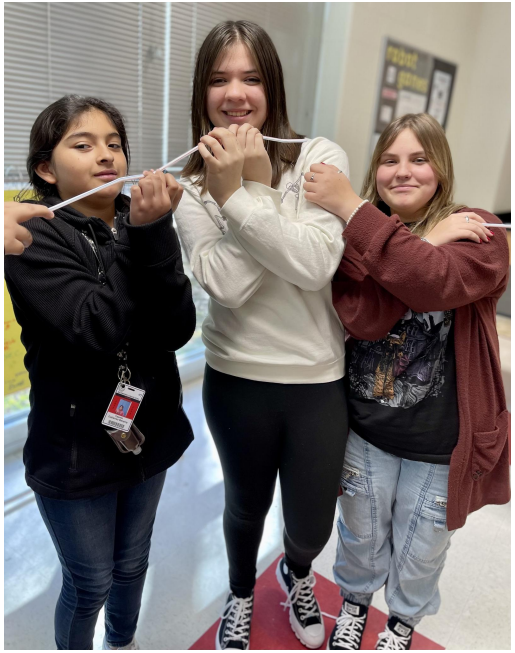




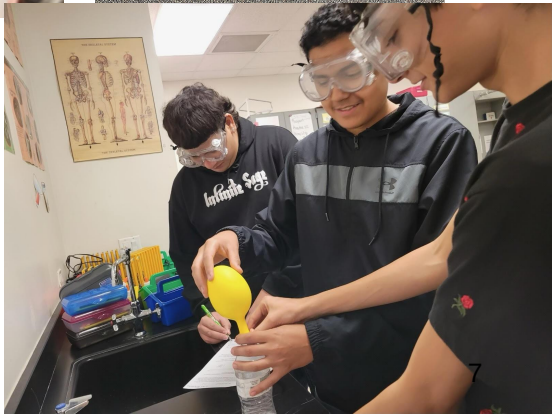












- When we returned from break, our coaches and teachers participated in CKH and other professional development trainings.
- Our students returned from break and jumped back into learning!

Splendora ISD Strategic Plan Balanced Scorecard 2022-2026

Mission: Cultivating Exceptional People
Vision: Right People. Right Things. Right Way. Right Resources. Right Relationships

In Splendora ISD We Believe…

- Student-Focused: We believe the greatest outcomes result when students come first.
- Relationships: We believe positive and supportive relationships create the conditions for students to be advocates in their education.
- Culture: We believe a healthy, collaborative culture fosters exploration and innovation in a supportive environment.
- Servant Leaders: We believe servant leaders and critical thinkers strengthen our community and democracy.
- Learning: We believe all students deserve high-quality, engaging learning experiences that honor the potential in each student.

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual)	22-23	23-24	24-25	25-26
Priority 1: Focus On Student Success	1.1 Increase opportunities to support student engagement	1.1 a.Advertise opportunities and recruit students to participate in extracurricular, co-curricular and afterschool programs and clubs b.Create new opportunities based on student input c.Increase participation in UIL Academic activities for grades 3-12 d. Design Engaging Work (Schlechty)	1.1 a. Increased numbers of students involved in these activities b. conduct student surveys, use student groups to generate ideas for new opportunities c.Increased numbers of students participating in UIL academics in grades 3-12	Every student is engaged in at least one school-based activity.				
	1.2 Increase focus on student learning and growth	1.2 a. All four core areas will have a vertically aligned curriculum PK-12 b. Refine SBA process and TEKS selection for essential standards c. Refine 5 year Curriculum Management Plan to include all content areas d. Blended Learning *Fits in multiple areas e. Increase number of biliterate, bilingual and bicultural students f. Ensure fidelity of PLC processes district-wide	SBAs 9-week MAP BOY MAP MOY DRA Amplify mCLASS BOY Amplify mCLASS MOY	MAP EOY				8
	1.3 Ensure life readiness: students are college and/or career and/or military ready	1.3.1 a. Provide awareness of all requirements for college admission for all students and parents in grades 7-12 b. Develop a college entrance exam timeline and matrix for all students c. Ensure 100% of students take one or more college entrance exams d. Ensure students cannot exit ECHS without parent consent	1.3.1 a. Parent meetings, monthly newsletters b. Key dates on timeline completed b. Develop a college entrance exam timeline and matrix for all students c. 100% of students take one or more college entrance exams d. 100% consent for exiting ECHS students	TSI- 100% of ECHS students will pass Math & Reading by end of 10th grade SAT/ACT- more kids participated, increase from X to Y by when? PSAT AP exam Dual Credit (working on this)				
		1.3.2 a. Provide awareness of pathways (Opportunity Guide) b. Strategically recruit students for pathways (Career Fairs and Career Readiness class) c. Select career endorsement and pathway (8th-9th grade) and follow up actions to ensure completion of related pathway (Major Clarity)	1.3.2 a. Opportunity Guides distributed through multiple venues to 5th-12th grade students b. 100% of secondary students are given the opportunity to participate in Career Fair and feedback gathered through survey; all 8th grade students take Career Readiness class using Major Clarity and Texas OnCourse c. Yearly PGPs with parental involvement (6th-11th grade)	Industry based certifications Lone Star Level 1 certificates				
		1.3.3 Ensure ROTC program	1.3.3	Enlistment papers				

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual)	22-23	23-24	24-25	25-26
		Provide opportunities for military recruiters						
	1.4 Ensure Social/Emotional Wellness and Physical Safety for All Students	SISD Indicators of Social and Emotional Wellness Profile of a Learner						
Priority 2: Focus on Staff Well-Being, Engagement and Growth	2.1 Develop and offer aligned professional learning for all district staff	2.1 a. Provide opportunities for meaningful professional learning	surveys					
	2.2 Focus on staff wellness and safety	2.2 a. Create a Retention & Wellness committee b. Ensure campuses and departments are physically safe locations for employees.	Provide committee recommendations to increase retention and wellness through health initiatives and employee counseling					
	2.3 Increase Staff Satisfaction, Engagement, Trust and retention	2.3 a. Increase staff satisfaction with Splendora ISD. b. Build trust between staff and supervisors within Splendora ISD. c. Have an 80% retention rate on all campuses .	Staff Qualtrics surveys in fall and spring					
Priority 3: Focus on Community Engagement, Transparency and Trust	3.1 Augment Community Partnerships	3.1 a. Target new parents (welcome bags) b. Host Pastor Breakfast c. Host Area Leadership Breakfast d. Engage senior citizens and community members ~~Create a business-education coalition Partner young adults with businesses for career opportunities~~ ~~Strengthen school district and community organization partnerships (Senior Citizens, Church Groups, Young Adults)~~ ~~Create avenues for Senior Citizens to be informed/involved~~ ~~Strategically target Church Groups~~ ~~Increase efforts to engage young adults/business owners (partner with Chamber and EMCID)~~	PTOs membership increase Booster Clubs membership increase Volunteers increase District Improvement Team (DEIC) attendance Campus Improvement Teams Superintendent Council Group Website Advertising and Other Sponsorships Work with HOAs and neighborhood social media platforms to increase engagement	Stakeholders are adequately informed and consider it a benefit to partner with the school district financially (sponsors in marketing), as educational sponsors (partners in education), and/or as volunteers.				9
	3.2 Increase Engagement with All Parents	Strategically track parent attendance and engagement at every event Targeted parent satisfaction surveys Offer platform for timely 2-way communication (currently Let's Talk but moving to Let's Chat Qualtrics) Align teacher-based communication into one platform (Remind) Create a welcome packet for all new parents	Attendance at events (Qualtrics) Track social media (Class Intercom) Calendar poll and surveys (Qualtrics) Community Engagement Survey (Qualtrics) Let's Chat (beginning July 1) has features to improve customer experiences Front line employees have monthly trainings to improve customer relations	Stakeholders' feedback is continually used to improve our district and improve customer satisfaction				

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual)	22-23	23-24	24-25	25-26
	3.3 Increase transparency and trust	Blackboard - Email/App District/Campus Newsletters District/Campus Social Media District/Campus Committees Strategic District Engagement & Communication Tactical Campus/Department Engagement & Communication Refine & Communicate Processes to ensure consistency	Social Media followers increase Let's Chat Dialogues Customer Experience Targeted Surveys Participation in Committees Annual Report	Community Trust is validated by support of District Initiatives and Bonds, and support of Board, District, and Campus Leadership				
Priority 4: Focus on Strategic Alignment of Financial and Operational Systems for Long Term District Growth	4.1 Develop systematic long range facility plan	Develop a 10 year long range facility plan Develop a facility and long range bond planning document Develop staffing ratios to accommodate increasing	Forecast 5 Ascender; TASB staffing audit (shared internal google drive), PEIMS database (retention rate), OnPoint, TASB online salary database PASA demographic report					
	4.2 Ensure Efficiency, Cost Avoidance, and Strategic Alignment of Resources	Budget Review and creation process Board Workshops Energy Management, Budgeting, and Departmental Audits	Forecast 5 analytics Meeting minutes (internal google drive) TxEIS, Audit results (would have to find data source- could plug into the audit companies dataset)					
	4.3 Ensure Coherent and Transparent Budget Development, Adoption and Management							

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Strategic Priorities	Performance Goals
Priority 1: Focus On Student Success	1.1 Increase opportunities to support student engagement 1.2 Increase focus on student learning and growth 1.3 Ensure life readiness: students are college and/or career and/or military ready 1.4 Ensure social/emotional wellness and physical safety for all students
Priority 2: Focus on Staff Well-Being, Engagement and Growth	2.1 Develop and offer aligned professional learning for all district staff 2.2 Focus on staff wellness and safety 2.3 Increase staff satisfaction, engagement, trust and retention
Priority 3: Focus on Community Engagement, Transparency and Trust	3.1 Augment community partnerships 3.2 Increase engagement with all parents 3.3 Increase transparency and trust
Priority 4: Focus on Strategic Alignment of Financial and Operational Systems for Long Term District Growth	4.1 Develop systematic long range facility plan 4.2 Ensure efficiency, cost avoidance, and strategic alignment of resources 4.3 Ensure coherent and transparent budget development, adoption and management

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
ADMINISTRATION SUITE						At primary entrance to school. Create large security vestibule; reception desk opens to vestibule. Visitors must be "buzzed in" to the vestibule. There should be a second "buzz" in to the building past the vestibule.
Main Entry | Security Vestibule	1	384	384			Secured Point of Entry - contolled remotely from Reception. Adjacent and visually connected to Lobby & Reception.
Reception | Waiting	1	420	420			Provide 2 clerical stations behind counter with glass window that slides. Provide buzzer for visitors to enter the reception waiting area so Admin Asst. does not have to physically open door.
Visitor Restroom	1	65	65			unisex, single user, ADA compliant
Reception Seating		Incl. Above	Incl. Above			Provide seating for 12 in this area. Requires clear line of site of Main Entry + pathway from Lobby to Main Corridor
Principal	1	261	261			Office with 2 ways to exit Admin Suite
Secretary | Financial Office	1	150	150			Office, close to Principal; lockable door with window
Conference	1	220	220			Convenient access from waiting | near P + AP; Conference table and chairs; ability to project computer to mounted TV monitor.
Assistant Principal(s)	2	204	408			Office with 2 ways to exit Admin Suite; close proximity to P
Secured Storage | Safe	1	288	288			Holds general school supplies and safe; Convenient access from secretary / P & AP
Records Room | File Storage	1	150	150			
Attendance Clerk	1	181	181			Locate adjacent to reception. Locate files in attendance clerk's office. Add sliding window to Foyer for additional security. Provide buzzer to control door access to main corridor.
Counselor(s)	1	180	180			Close to principal and conference.
Counselor(s) Administrative Assistant		Incl. Above	Incl. Above			Assistant would sit in reception | waiting area
Community Room	1	900	900			
Teacher Mailboxes		Incl. Above	Incl. Above			100 mailboxes @ 12" wide x 6" high x 12" deep; locate in corridor of office area
Subtotal | Main Administration			**3,607**	**SF**		
Testing Storage Room	1	250	250			Locate on second floor near grades 3-5; double security access; consider room for carts on wheels
Resource Officer | Office	1	250	250			Locate near front office but not necessariy adjacent
Subtotal | Main Administration			**500**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
Faculty Restrooms	3	49	147			
Subtotal | Faculty Support			**147**	**SF**		
Clinic Waiting	1	72	72			Line of site considerations
Nurse's Office	1	129	129			Provide direct line of site to clinic + treatment area
Clinic Restroom	1	84	84			One (1) toilet and one (1) sink, handicap accessible.
Isolation | Storage Room	1	86	86			Clinic storage with 1 cot that will allow for isolation if necessary in the future
Clinic Treatment Space	1	332	332			sliding curtains between cots/beds; sink; lockable cabinets and counter top space; ensure paper towle dispensers are located in a non-intrusive location
Subtotal | Clinic			**703**	**SF**		
Volunteer Storage	1	63	63			
Central Work Room Copy	2	597	1,194			Locate one on first floor and one on second floor
Subtotal | Ancillary			**1,257**	**SF**		
Total Administration Suite			**6,214**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
MEDIA CENTER | LIBRARY						
Media Center | Main Area	1	3,900	3900			TEA Std = (501-2000 stu) 3000 SF min + 3 SF/Stu over 500 stu
Teaching Area		Incl. Above	Incl. Above			Ability to darken this section of the sapce for group activities. Provide access to power to accommodate Instructional Flat Panel (IFP)
Office | Work Room	1	291	291			Accessible from behind reception counter
Subtotal |Main Media Center			**4,191**	**SF**		
AV Storage	1	191	191			Open shelving and lockable wall cabinets. Accessible from corridor.
Maker Space	1	903	903			Provide ability to close off area in emergency
Subtotal | Resource Technology Spaces			**1,094**	**SF**		
Staff Training	1	1,190	1,190			
Paper Storage	1	40	40			
Subtotal |Resource Center Support Spaces			**1,230**	**SF**		
Total Resource Center			**6,515**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
LEARNING COMMUNITY						
Classroom | Pre-K and Kinder	14	800	11,200	22	308	Basis = 36 SF/Stu.
Classroom | 1st - 5th Grade	40	800	32,000	22	880	Basis = 36 SF/Stu.
Subtotal | Core Classrooms	**54 Rooms**		**43,200**	**SF**	**1,188 Students | Building Capacity**	
POD Storage Room	6	216	1,296			One per grade level
Faculty Toilets	4	57	228			Locate adult toilet in grade level area
Storage Space	4	530	2,120			
Collaboration | Flex Space	3	1,100	3,300			
Subtotal | Instuction Support Spaces			**6,944**	**SF**		
Student Restrooms | Pre-K - K	7	145	1,015			
Student Restrooms | K-5	6	155	930			
Subtotal |Building Support Spaces			**1,945**	**SF**		
Total Learning Community			**52,089**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
SPECIAL EDUCATION						Basis = 45 SF/Stu.
Life Skills & Applied | Classroom	2	800	1,600	12	24	Part carpet, part hard surface. Provide cabinets for storage. Cubbies for student items with place to hang coats; TWO spaces may be needed designed for 12 students each. Locate centrally in the building and not by front office.
Life Skills & Applied | RR + Changing	1	65	65			Centrally locate between two paired classrooms. Water closet, lavatory, changing table, cabinet for storage/towels. Roll-in shower, toilet, sink, counter. Locate adjacent to Life Skills, but accessible from corridor for general use when required. Infrastructure to handle Hoyer (or other brand) lift system. SHOWER INCLUDED IN RESTROOM
Life Skills & Applied | Kitchen Area	1	132	132			Centrally located between paired classrooms; Residential kitchen with refrigerator, sink, microwave. No Range/Ovens
Life Skills | Storage	1	35	35			Located off the kitchen
Motor Lab	1	350	350			Trampoloine, sandbox, tricycle, sensory swing
Adaptive Behavior (BSC) | Classroom	1	792	792	9	9	Pair with Life Skills Classroom to share resource spaces; do not locate close to an exterior doors where students might have access to a street
Sensory Room	1	50	50			Opens into Adaptive Behavior. Floors and walls to be carpeted, doors to have unbreakable glass.
SLC | Classroom	1	792	792	9	9	
Special Education | Restroom	1	65	65			Place restroom and sensory room between BSC and SLC rooms
Sensory Room	1	50	50			
Subtotal |SPED ED	**4 Rooms**		**3,931 SF**		**42 Students | Building Capacity**	
Dyslexia / Speech Offices	2	160	320			Desk for computer, cabinets and files below. Book shelves; guest chairs, student/teacher work space
Diagnostician	1	154	154			
Subtotal |SPED ED Support Spaces			**474**	**SF**		
Total Special Education			**4,405**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
FINE ARTS						
MUSIC						
Music | Classroom	1	1,073	1,073			Provide Direct Acess to Corridor
Music | Storage	1	251	251			Connected to Music Classroom
Subtotal |Music			**1,324**	**SF**		
ART						
Art | Classroom	1	1,099	1,099			
Art | Storage	1	71	71			open shelving | 1 per art room
Subtotal |Art			**1,170**	**SF**		
Total Fine Arts			**2,494**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
SPECIAL PROGRAMS						
SCIENCE						
Science | Classroom / Lab	3	1,100	3,300			General use spaces accessed by all teachers
Science | Storage	3	220	660			Secured, accessed from Science Classroom
Subtotal |Science			**3,960**	**SF**		
Total Special Programs			**3,960**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
COMMONS | FOOD SERVICES						
Dining Area	1	4,107	4,107			Serves as dining space, assembly space, and for after hours events.
Storage Room | Dining Furniture	1	280	280			allows clear floor events
Stage	1	1,273	1,273			Steps serve as performance risers. Access by a ramp on the side of the stage. Curtain behind steps.
Ramp to Stage	1	235	235			
Storage Room | Stage Support	1	135	135			On stage storage.
Subtotal |Commons + Cafetorium			**6,030**	**SF**		
Serving	1.25	662	828			Tray pick-up in vestibule + 4 serving lines + shared cashier stations
Food Preparation Area	1	1,040	1,040			Access to each station and food court.
Receiving | Trash Holding	1	100	100			Access to each station and food court.
Dry Storage	1.15	300	345			Close access to receiving.
Walk in - Refrigeration	1	350	350			Close access to receiving.
Dishwashing | Warewash	1	179	179			Ensure space is adequate to handle food prep items and hard trays
Kitchen Mgr Office	1	81	81			Adjacent to receiving w/glass allowing view of receiving.
Kitchen Employee Lockers	1	80	80			near restroom
Kitchen Employee RR + Vestibule	1	51	51			unisex, One toilet and one sink.
Kitchen Custodial | Laundry Room	1	100	100			Adjacent to dishwashing
Subtotal | Food Services + Prep			**3,154**	**SF**		
Custodial Room	1	107	107			Assumes shares with Resource Center
Subtotal | Commons Bldg. Support Spaces			**763**	**SF**		
Total Commons | Food Services			**9,947**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
PHYSICAL EDUCATION						
Gym | Indoor Play Zone	1	3,500	3,500			Direct access to exterior. Provide basketball goals on the ends and the sides (prefer 6 total). Provide water fountain in gym and ensure they do not present a hazard for physical activities.
Gym | Office	1	138	138			Provide direct acces + visual control to Gym
Gym | Storage	1	137	137			Provide direct access to/from Gym
Outdoor Water Fountain	2	0	0			Locate near play fields; provide touchless fountain if possible with bottle filler
Outdoor Covered Play		0	0			Not included in Building SF; size to host outdoor basketball court minimum; include 4 square court. Place next to gym
Subtotal | Gym			**3,775**	**SF**		
Student Restrooms	2	140	280			locate near gym
Subtotal |Building Support Spaces			**280**	**SF**		
Total Physical Education			**4,055**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade | Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
BUILDING SUPPORT						
Main Mechanical | Elec Room	0	1,600	0			included in grossing factor
Distributed Elec Rooms	0	100	0			included in grossing factor
Distributed IDF Rooms	0	100	0			included in grossing factor
Main Fire Riser | FACP Room	0	100	0			included in grossing factor
Elevator | Elevator Machinary Room	0	150	0			included in grossing factor
Building Maintainance Storage	1	250	250			
Custodial Office + Laundry	1	180	180			Near commons
Total Building Support			**430**	**SF**		

SPLENDORA ISD ELEMENTARY SCHOOL ED SPEC

Designed for : Pre K - 5th Grade

Designed for 1000 Students

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
TOTAL BUILDING SUMMARY						
Admin Suite			**6,214**			**SF**
Media Center | Library			**6,515**			**SF**
Learning Community			**52,089**			**SF**
Special Education			**4,405**			**SF**
Fine Arts			**2,494**			**SF**
Special Programs			**3,960**			**SF**
Commons | Food Services			**9,947**			**SF**
Physical Education			**4,055**			**SF**
Building Support			**430**			**SF**
TOTAL NET USEABLE			**90,109**			**SF**
Circulation, Walls, MEP Chase, Structure, Etc (Calculated based on Grossing Factor)			36,043			SF
TOTAL BUIDLING AREA			**126,152**			**GSF**
Grossing Factor			**1.4**			**%**

Total Instructional Spaces =	58
Total Student Capacity =	1,230
Calculated GSF / Student =	103

Functional Capacity is based on 84% utilization

Functional Student Capacity =	1,033
Functional Calculated GSF / Student =	122

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
ADMINISTRATION SUITE						
All inclusive Admin Suite	1	2,400	2,400			shared suite with Counselors AP
Subtotal | Main Administration			**2,400**	**SF**		
All inclusive Clinic Suite	1	308	308			Adjacent to clinc
Subtotal | Clinic			**308**	**SF**		
Total Administration Suite			**2,708**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
MEDIA CENTER | LIBRARY						
Media Center | Main Area	1	4,090	4,090			TEA Std = (501-2000 stu) 3000 SF min + 3 SF/Stu over 500 stu; prefer a closed library with lots of visibility
Media Center | Additional Spaces	1	2,122	2,122			Adjacent to the workroom
Subtotal |Main Media Center			**6,212**	**SF**		
Total Media Center			**6,212**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
LEARNING COMMUNITY						
Classrooms	30	700	21,000	21	630	
Subtotal | Core Classrooms	**30 Rooms**		**21,000 SF**		**630 Students | Building Capacity**	
Science | Classroom / Lab	6	1,235	7,410	21	126	TEA requirement is 58 SF per student
Science | Preparation / Storage	6	210	1,260	21		The existing science prep/storage space does not meet TEA requirements; potential to rearrange space in "building support" to accommodate
Subtotal |Science			**8,670**	**SF**		
Student Restrooms	10	200	2,000			Assumptions made regarding space for 3 water closets
Subtotal |Building Support Spaces			**2,000**	**SF**		
Total Learning Community			**31,670**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
SPECIAL EDUCATION						TEA Std = 45 SF/Stu.
Life Skills | Classroom	2	700	1,400	12	24	Calculated square footage based on standard classroom to allow for flexibility to use in other manners
Life Skills |RR + Changing	1	123	123			Centrally located between paired classrooms; ensure ability to have student lift in space
Life Skills | Kitchen Area	1	125	125			
Adaptive Behavior | Classroom	1	700	700	9	9	Pair with Life Skills Classroom to share resource spaces
Sensory Room	1	65	65			Place Sensory Room between Adaptive Behavior and SLC classrooms
SLC | Classroom	1	700	700	9	9	1 per Level
Special Education | Restroom	1	100	100			Place restroom and Sensory Rooms between Adaptive Behavior and SLC classrooms
Sensory Room	1	65	65			
Subtotal |SPED ED	**4 Rooms**		**3,278 SF**		42	**Students | Building Capacity**
Resource Room	1	450	450			
Dyslexia / Speech | Office	1	230	230			Drop zone for multiple people
Speech | Storage	1	75	75			
Subtotal |SPED ED Support Spaces			**755**	**SF**		
Total Special Education			**4,033**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
FINE ARTS						
MUSIC						
Band | Classroom (Large)	1	1,956	1,956	40	40	Adjacent band halls with access to storage and office
Band | Office, Storage & Workroom	1	986	986		0	Adjacent band halls with access to storage and office
Band | Practice Rooms	4	36	144			
		9,000	0			Two-story space; requesting use of space for 2 periods. Consider gym and/or band hall
		150	0			
Choir | Classroom	1	1,246	1,246			Include classroom choral risers (already exist on property)
Choir | Office & Storage	1	388	388			Proper hanging racks for formal performance attire
Practice Rooms	4	36	144			Visability into classroom; staff indicates need is due to locked door policy; otherwise, hallways could be used
Subtotal |Music	**2 Rooms**		**4,864**	**SF**	40	
ART						
Art | Classroom	1	836	836	25	25	Inclue natural light where possible; include 3 sinks
Art | Storage	1	149	149			Assumption of SF based on feedback
Subtotal |Art	**1 Room**		**985**	**SF**	25	
THEATER						
Theater| Classroom	1	3,115	3,115	25	25	Larger than typical classroom to allow for built in stage in classroom and movement
Theater | Practice Rooms	1	67	67			
Subtotal |Theater	**1**		**3,182**	**SF**	25	
AUDITORIUM						
Auditorium | Stage	1	1,658	1,658			Backwall opens to cafeteria. Consider adjacency that allows for large instrument and prop roll in from exterior
Auditorium | House	1	2,179	2,179			Seat 200
Auditorium | Prop Storage	1	200	200			
Auditorium | Tech Booth	1	69	69			
Auditorium | Costume Storage	1	135	135			
Auditorium | Restrooms for Public Use		200	0			
Subtotal | Auditorium			**4,241**	**SF**		
Total Fine Arts			**13,272**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
COMMONS | FOOD SERVICES						
Dining Area	1	4,215	4,215			Serves as dining space, assembly space, and for after hours events
Storage Room | Dining Furniture	1	351	351			allows clear floor events
Stage		Incl. in Auditorium	Incl. in Auditorium			Steps serve as performance risers. Access by a ramp on the side of the stage. Curtain behind steps.
Ramp to Stage	1	200	200			
Storage Room | Stage Support	1	114	114			Specific to dining side; performance storage calculated above
Subtotal |Commons + Cafetorium			**4,880**	**SF**		
Serving, Food Prep & Support	1	2,900	2,900			Tray pick-up in vestibule + serve line + cashier
Subtotal | Food Services + Prep			**2,900**	**SF**		
Total Commons | Food Services			**7,780**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
PHYSICAL EDUCATION						
Gym | Competition	1	12,419	12,419			Direct access to exterior.
Weight Room	1	2,245	2,245			locate near gym; access to play fields
Trainning Room	1	390	390			locate near gym; access to play fields
Offices, Lockers, Dressing & Storage	1	11,557	11,557			
Subtotal | Gym			**26,611**	**SF**		
Total Physical Education			**26,611**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
BUILDING SUPPORT						
Mechanical, Electrical, MDF, IDF, Custodi	1	4,028	4,028			
Total Building Support			**4,028**	**SF**		

SPLENDORA ISD SIXTH GRADE ED SPEC (Existing Facility)

Existing Facility Repurposed to 6th Grade Center

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	

TOTAL BUILDING SUMMARY

Admin Suite	2,708	SF
Media Center | Library	6,212	SF
Learning Community	31,670	SF
Special Education	4,033	SF
FINE ARTS	13,272	SF
Commons | Food Services	7,780	SF
Physical Education	26,611	SF
Building Support	4,028	SF

TOTAL NET USEABLE	96,314	SF
Circulation, Walls, MEP Chase, Structure, Etc (Calculated based on Grossing Factor)	35,636	SF
TOTAL BUIDLING AREA	131,950	GSF
Grossing Factor	1.37	

	Calculated	Adjusted for Compliance
Total Instructional Spaces =	44	
Total Student Capacity =	~~913~~	863
Calculated GSF / Student =	~~145~~	153
Functional Capacity is based on 78% utilization		
Functional Student Capacity =	~~712~~	673
Functional Calculated GSF / Student =	~~185~~	196

NOTE:

The numbers stricken through are actual calculations. The assumption is made that the library would not receive any additional square footage. Therefore, the library dictates the maximum number of students for operation in accordance with TEA and is = 863 students.

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
ADMINISTRATION SUITE						
Main Entry | Security Vestibule	1	385	385			
Lobby | Waiting Vestibule	1	420	420			Waiting + Sign-In. Adjacent to Reception and has access to unisex toliet without leaving secured space
Restroom	1	65	65			unisex, single user, ADA compliant
Reception	1	Incl. Above	Incl. Above			Staffed, Requires clear line of site of Main Entry + pathway from Lobby to Main Corridor
Principal	1	265	265			Office, with 2 ways to exit Admin Suite, incl closet
Secretary | Financial Office	1	170	170			Office, close to receptionist. Hosts safe.
Conference	1	200	200			Convenient access from waiting | near P + AP
Assistant Principal(s)	2	200	400			
Testing Storage	1	180	180			Locate near but not necessarily adjacent to main office
Security Office	1	150	150			Locate at back of admin suite with easy access to the main corridor
Registrar | Attendance Clerk	1	200	200			Locate Near Front of Waiting Vestibule
Records Room | Files	1	100	100			Locate near Registrar. May house secured testing materials.
Counselor(s)	2	180	360			shared suite with AP
Diagnostician	1	250	250			shared suite with Counselors AP
Subtotal | Main Administration			**3,145**	**SF**		
Faculty Workroom	1	400	400			
Faculty Lounge	1	475	475			Larger on Level 1 (800 sf)
Faculty Restrooms	3	65	195			One (1) toilet and one (1) sink, handicap accessible.
Paper Storage	1	50	50			Opens into workroom; metal shelving.
Subtotal | Faculty Support			**1,120**	**SF**		
Clinic (waiting + aid + cot)	1	450	450			no separate receiving | waiting designated; provide curtains to separate cots; sink and lockable cabinets
Nurse's Office	1	150	150			Adjacent to clinic
Clinic Restroom	1	65	65			One (1) toilet and one (1) sink, handicap accessible.
Isolation | Storage Room	1	85	85			Adjacent to clinc
Subtotal | Clinic			**750**	**SF**		
Total Administration Suite			**5,015**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
MEDIA CENTER | LIBRARY						
Media Center | Main Area	1	5,250	5,250			TEA Std = (501-2000 stu) 3000 SF min + 3 SF/Stu over 500 stu; prefer a closed library with lots of visibility
Media Center | Innovation Space	1	925	925			Accessed from Library; include plenty of power; consider floor covering due to activities
Media Center | Workroom	1	275	275			Adjacent to the office
Media Center | Office	1	150	150			Adjacent to the workroom
Subtotal |Main Media Center			**6,600**	**SF**		
AV Storage	1	250	250			Restricted access to hallway and library
Technology Office	1	300	300			
Subtotal |Media Technology Spaces			**550**	**SF**		
Carts on Wheels Storage Room	2	100	200			One upstairs and one downstairs
Unisex Restroom	1	65	65			
Subtotal |Media Center Support Spaces			**265**	**SF**		
Total Media Center			**7,415**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
LEARNING COMMUNITY						
Classroom | 7th Grade	22	800	17,600	25	550	
Classroom | 8th Grade	22	800	17,600	25	550	
Subtotal | Core Classrooms	**44 Rooms**		**35,200 SF**		**1,100 Students | Building Capacity**	
Subject Area Storage Room	4	200	800			Math, Science, ELA + World Languages, Social Studies
Teacher Prep Space	4	170	680			Math, Science, ELA + World Languages, Social Studies
Collaboration | Small / Intervention Space	4	150	600			RTI alcoves to accommodate 3-5 people
Collaboration | Medium Flex Space	4	400	1,600			1 per subject area
Large Group Instruction	1	2,000	2,000			Centralized near library; ability to divide into two smaller spaces; easy access for after school tutorials
Subtotal | Instuction Support Spaces			**5,680**	**SF**		
Science | Classroom / Lab	6	1,450	8,700	25	150	TEA requirement is 58 SF per student
Science | Chemical Storage	0	150	0			Staff indicated no chemicals are used in middle school at this time; confirm at time of design
Science | Preparation / Storage	6	250	1,500			TEA requirement is 10 SF per student per lab; storage labs can be shared between classrooms but does not reduce the square footage required.
Subtotal |Science			**10,200**	**SF**		
Faculty Restrooms	4	65	260			1 per grade level | unisex
Student Restrooms	8	175	1,400			Assumptions made regarding space for 3 water closets
Subtotal |Building Support Spaces			**22,060**	**SF**		
Total Learning Community			**62,940**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
SPECIAL EDUCATION						TEA Std 61.1036 = 400 SF Min (10 students). Basis = 40 SF/Stu.
Life Skills | Classroom	2	800	1,600	12	24	Calculated square footage based on standard classroom to allow for flexibility to use in other manners
Life Skills |RR + Changing	1	200	200			Centrally located between paired classrooms
Life Skills | Kitchen Area	1	150	150			
Adaptive Behavior | Classroom	1	800	800	9	9	Pair with Life Skills Classroom to share resource spaces
Sensory Room	1	65	65			Place Sensory Room between Adaptive Behavior and SLC classrooms
SLC | Classroom	1	800	800	9	9	1 per Level
Special Education | Restroom	1	100	100			Place restroom and Sensory Rooms between Adaptive Behavior and SLC classrooms
Sensory Room	1	65	65			
Subtotal |SPED ED	**4 Rooms**		**3,780 SF**		42	**Students | Building Capacity**
Multi-Use | Office	1	230	230			Drop zone for Speech Therapist, Dyslexia Specialist, Diagnostician, and LSSP
Speech | Storage	1	75	75			Potentially used for storage and student work
Subtotal |SPED ED Support Spaces			**305**	**SF**		
Total Special Education			**4,085**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade | Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
FINE ARTS						
MUSIC						
Band | Classroom (Large)	1	2,525	2,525	40	40	Adjacent band halls with access to storage and office; ensure easy access of large instruments into and out of spaces
Band | Classroom (Large)	1	1,200	1,200	25	25	Adjacent band halls with access to storage and office; ensure easy access of large instruments into and out of spaces
Band | Storage	4	200	800			Request for separate storage spaces for variety of instruments
Band | Office + Workroom	1	225	225			Separate rooms; workroom to contain a deep sink; include storage for sheet music
Band | Percussion / Ensemble Practice	1	285	285			
Band | Color Guard	0	9,000	0			Two-story space; requesting use of space for 2 periods. Consider gym and/or band hall
Band | Color Guard Storage	1	150	150			
Choir | Classroom	1	1,600	1,600			Include classroom choral risers; playback microphone system
Choir | Storage	1	275	275			Proper hanging racks for formal performance attire
Office	1	125	125			Proper storage for sheet music
Practice Rooms	2	80	160			Visability into classroom; staff indicates need is due to locked door policy; otherwise, hallways could be used
Subtotal |Music	**2**		**7,345**	**SF**	65	
ART						
Art | Classroom	1	1,375	1,375	26	26	Inclue natural light where possible; include 3 sinks with paint traps
Art | Storage	1	250	250			Assumption of SF based on feedback
Subtotal |Art	**1**		**1,625**	**SF**	26	
THEATER						
Theater| Classroom	1	1,000	1,000	25	25	Larger than typical classroom to allow for built in stage in classroom and movement
Theater | Workroom + Storage	1	250	250			Assumption made on square footage based on conversation. Include sink with paint trap; requesting laundry for costumes
Subtotal |Theater	**1**		**1,250**	**SF**	25	

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
DANCE						
Dance | Classroom	1	2,000	2,000	25	25	Larger than typical classroom to allow for appropriate movement
Dance | Storage	1	250	250			Assumption made on square footage based on conversation.
Subtotal |Dance	**1**		**2,250**	**SF**	25	
AUDITORIUM						
Auditorium | Stage	1	1,800	1,800			Backwall opens to cafeteria. Consider adjacency that allows for large instrument and prop roll in from exterior
Auditorium | Restrooms for Public Use	2	200	400			
Subtotal | Auditorium			**2,200**	**SF**		
Total Special Programs			**22,620**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade | Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
CAREER AND TECHNICAL EDUCATION (CTE)						
ARCHITECTURE AND CONSTRUCTION						
Arch/Const | Lab	1	1,800	1,800			Do not include overhead reels; include access to outdoor work yard through roll up garage doors; include 110v and 220v outlets
Arch/Const | Classroom	1	1,000	1,000	25	25	Adjacent to the lab; accessible from corridor
Arch/Const | Tool Storage	1	150	150			Accessible from lab
Arch/Const | Material Storage	1	300	300			Share and accessible from both Arch/Const and Ag Science; specific for wood storage
SUBTOTAL | ARCHITECTURE AND CONSTRUCTION	**1 Room**		**3,250 SF**		25	
AGRICULTURE SCIENCE						
Ag Science | Lab	1	1,800	1,800			Do not include overhead reels; include access to outdoor work yard through roll up garage doors; include 110v and 220v outlets; proper ventilation for welding
Ag Science | Classroom	1	1,000	1,000	25	25	Adjacent to the lab; accessible from corridor
Ag Science | Tool Storage	1	150	150			Accessible from lab
Ag Science | Material Storage	1	300	300			Share and accedssible from both Ag Science and Arch/Const; specific for metal storage
Ag Science | Cylinder Storage	1	0	0			Outdoor space is not calculated in SF
SUBTOTAL | AGRICULTURE SCIENCE	**1 Room**		**3,250 SF**		25	
ROBOTICS						
Robotics | Lab + Classroom	1	1,000	1,000	25	25	Assumption has been made on space; Include overhead reels
Robotics | Storage	1	150	150			
SUBTOTAL | ROBOTICS	**1 Room**		**1,150 SF**		25	
BUSINESS ADMINISTRATION						
Business Admin | Classroom	1	825	825	25	25	Classroom used for Pirnciples of Business and Investigating Careers
SUBTOTAL | BUSINESS ADMINISTRATION	**1 Room**		**825 SF**		25	
Total Career and Technical Education			**8,475 SF**			

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
COMMONS | FOOD SERVICES						
Dining Area	1	5,400	5,400			Serves as dining space, assembly space, and for after hours events
Storage Room | Dining Furniture	1	250	250			allows clear floor events
Stage	1	Incl. in Audito	Incl. in Auditorium			Steps serve as performance risers. Access by a ramp on the side of the stage. Curtain behind steps.
Ramp to Stage	1	200	200			
Storage Room | Stage Support	1	200	200			Specific to dining side; performance storage calculated above
Subtotal |Commons + Cafetorium			**6,050**	**SF**		
Serving	1	1,350	1,350			Tray pick-up in vestibule + serve line + cashier
Food Preparation Area	1	1,240	1,240			Near serving stations and dining
Receiving | Trash Holding	1	400	400			Near serving stations and dining
Dry Storage	1	385	385			Close to receiving
Walk in - Refrigeration	1	275	275			Close to receiving
Walk in - Freezer	1	275	275			
Dishwashing | Warewash	1	130	130			delete SF if not used
Kitchen Mgr Office	1	100	100			Adjacent to receiving w/glass allowing view of receiving.
Kitchen Employee Lockers	1	200	200			near restroom
Kitchen Employee RR + Vestibule	1	65	65			unisex, One toilet and one sink.
Kitchen Custodial | Laundry Room	1	130	130			Adjacent to dishwashing
Subtotal | Food Services + Prep			**4,550**	**SF**		
Student Restrooms	2	250	500			Desire is to have them in close proximity to cafeteria
Custodial Room	1	120	120			Ideal = 8' x 10'; mop sink needs to be large enough for a 55 gal trash can
Subtotal | Commons Bldg. Support Spaces			**620**	**SF**		
Total Commons | Food Services			**11,220**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
PHYSICAL EDUCATION						
Gym | Competition	1	12,000	12,000			Direct access to exterior; spectator seating on both sides of gym; electronic score boards and contraols
Gym | Storage	1	200	200			Provide direct acces + visual control to Gym
Gym | Auxillary	1	9,000	9,000			Consider adjacency to coaching, dressing, and storage facilities; include seating on one side of gym; electronic score boards and controls
Concessions	1	200	200			Not included in Building SF; size to host outdoor basketball court minimum; include 4 square court. Place next to gym
Weight Room	1	1,200	1,200			locate near gym; access to play fields
Trainning Room	1	90	90			locate near gym; access to play fields with direct exterior access; preferred roll up garage door
Girl's Coaches Office	1	275	275			Provide direct acces + visual control to Gym
Girl's Coaches Dressing + RR	1	125	125			
Girl's PE / Athletics Lockers + Dressing	1	2,500	2,500			Direct access to exterior.
Girl's Toilet Room	1	300	300			Provide direct access to/from Gym
Girl's Shower Room	1	150	150			SF Assumption Decrease to minimum requirements; include walls between shower heads
Girl's Athletic Storage	1	280	280			locate near gym; access to play fields
Cheer Storage	1	250	250			Locate near gym; does not need direct gym access; make large enough to hold cheerleading mats
Football Storage	1	400	400			Provide direct access to/from Gym
Outdoor Athletic Storage	1	500	500			
Boy's Coaches Office	1	275	275			Provide direct acces + visual control to Gym
Boy's Coaches Dressing + RR	1	125	125			
Boy's PE / Athletics Lockers + Dressing	1	2,750	2,750			Direct access to exterior.
Boy's Toilet Room	1	300	300			Provide direct access to/from Gym
Boy's Shower Room	1	150	150			SF Assumption Decrease to minimum requirements; no walls needed
Boy's Athletic Storage	1	280	280			locate near gym; access to play fields
Subtotal | Gym			**31,350**	**SF**		
Total Physical Education			**31,350**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
BUILDING SUPPORT						
Main Mechanical | Elec Room	1	2,500	2,500			
Distributed Elec Rooms	7	200	1,400			
Mechanical | Administration	1	200	200			
Mechanical | Library	1	700	700			
Mechanical | Gym	1	700	700			
Mechnical | Academic Areas	5	700	3,500			
Distributed IDF Rooms	6	80	480			
MDF Room	1	150	150			
Main Fire Riser | FACP Room	1	200	200			
Elevator | Elevator Machinary Room	1	150	150			
Custodial Office + Break Room	1	325	325			In Food Service Area | off Mech Room
Total Building Support			**10,305**	**SF**		

SPLENDORA ISD 7th & 8th GRADE ED SPEC

Designed for : 7th-8th Grade

Designed for 1,250 Students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	

TOTAL BUILDING SUMMARY

Admin Suite	5,015	SF
Media Center | Library	7,415	SF
Learning Community	62,940	SF
Special Education	4,085	SF
Special Programs	22,620	SF
Commons | Food Services	11,220	SF
Physical Education	31,350	SF
CTE Suite	8,475	SF
Building Support	10,305	SF

TOTAL NET USEABLE	163,425	SF
Circulation, Walls, MEP Chase, Structure, Etc (Calculated based on Grossing Factor)	65,370	SF

TOTAL BUIDLING AREA	228,795
Grossing Factor	1.40

Total Instructional Spaces =	65
Total Student Capacity =	1,533
Calculated GSF / Student =	149

Functional Capacity is based on 78% utilization

Functional Student Capacity =	1,196
Functional Calculated GSF / Student =	191

Splendora ISD High School Campus Addition Ed Specs

Designed for : 9th - 12th Grade

Designed for 650 students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
LEARNING COMMUNITY						
Classroom | Typical Classroom (Math, ELA, SS)	19	800	15,200	25	475	TEA Standard = 32 SF/Student x 25 students
Subtotal | Core Classrooms			**15,200**	**SF**		
Faculty Restrooms	2	65	130			
Student Restrooms	6	175	1,050			Assumptions made for space to have 3 water closets
Subtotal | Building Support Spaces			**1,180**	**SF**	**475**	**Students | Building Capacity**
Total Learning Community			**16,380**	**SF**		

Splendora ISD High School Campus Addition Ed Specs

Designed for : 9th - 12th Grade

Designed for 650 students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
FINE ARTS						
DANCE						
Dance | Classroom	1	2,400	2,400	25	25	Larger than typical classroom to allow for appropriate movement; ensure flooring is appropriate for activities
Dance | Office	1	125	125			
Dance | Storage	1	250	250			Assumption made on square footage based on conversation.
Dance | Girl's Dressing Rooms	1	1,000	1,000			Include water closet
Dance | Boy's Dressing Rooms	1	500	500			Include water closet
Subtotal |Dance	**1**		**4,275**	**SF**	25	
Total Fine Arts			**4,275**	**SF**		

Splendora ISD High School Campus Addition Ed Specs

Designed for : 9th - 12th Grade | Designed for 650 students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
Career and Technical Education						
Cosmetology						
Dedicated Open Classroom	1	800	800			Open Area w/in Cosmo Lab; include an exterior entry with a "check-in" / "hostess" area for clients
High Intensity Lab | Hair Studio	1	1000	1000	24	24	Includes Styling Stations
Shampoo Stations	2	230	460			Direct Access from Hair Studio
Dryer Stations	2	150	300			Direct Access from Hair Studio
Color Bar Display	1	60	60			Access from Cosmo Studio
Dispensary Room	1	180	180			Secure Room, Counter w/ Sink
Nail Studio | Manicure + Pedicure Stations	1	750	750			16 Mani, 8 Pedi, Cab w/ Sink
Storage | Student Kit Storage Area	1	400	400			Lockers for TDLR Head Kits
Storage | Student Lockers	1	160	160			Open area w/ Lockers
Custodial Closet	1	50	50			Mop Sink
Laundry	1	70	70			Commercial Washer + Dryer
Internal Circulation	1	950	950			design driven
Subtotal |Cosmetology Spa	**1 Rooms**		**5,180**	**SF**	**24**	**Students | Building Capacity**
JROTC PROGRAM						
Activity Zone | Classroom	2	1400	2800	25	50	Adjoins | Can be combined with operable wall | Doubles as shooting gallery | Access to Exterior
Furniture Storage	1	250	250			Accessed from Activity Zone
Uniform Storage	1	350	350			Accessed from Activity Zone
Armory Storage	1	75	75			Accessed from Activity Zone
JROTC | Cadet Office	1	200	200	2	2	Shared Office Space | Accessed from Activity Zone
JROTC | Instructors Office	1	200	200	2	2	Shared Office Space | Accessed from Activity Zone
Subtotal | JROTC	**2 Rooms**		**3,875**	**SF**	**50**	**Students | Building Capacity**
TOTAL CAREER AND TECHNICAL EDUCATION			**9,055**	**SF**		

Splendora ISD High School Campus Addition Ed Specs

Designed for : 9th - 12th Grade

Designed for 650 students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	
BUILDING SUPPORT						
Main Mechanical | Elec Room	1	230	230			
Distributed Elec Rooms	1	200	200			
Distributed IDF Rooms	1	80	80			
Total Building Support			**510**	**SF**		

Splendora ISD High School Campus Addition Ed Specs

Designed for : 9th - 12th Grade | Designed for 650 students with 25 per classroom

Space | Function	Qty.	AREA		CAPACITY		Description
		Unit SF	Total SF	Per Room	Total	

TOTAL ADDTION SUMMARY

Learning Community	16,380
Fine Arts	4,275
Career and Technical Education	9,055
Building Support	510

TOTAL NET USEABLE	30,220	SF
Circulation, Walls, MEP Chase, Structure, Etc (Calculated based on Grossing Factor)	12,088	SF
TOTAL BUIDLING AREA	42,308	GSF
Grossing Factor	1.40	

Total Instructional Spaces =	23
Total Student Capacity =	574
Calculated GSF / Student =	74

Functional Capacity is based on 78% utilization

Functional Student Capacity =	448
Functional Calculated GSF / Student =	94

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
December 12, 2022
6:30 PM

The Trustees of the Splendora Independent School District met at the Administration building, located at 23419 FM 2090, Splendora TX 77372, on Monday, December 12, 2022, for a regular monthly meeting. It was the intent of the District to have, and the meeting did have, a quorum of the Board of Trustees physically present. The meeting was recorded as required by law.

1. STRATEGIC DIRECTION - WHY WE EXIST

2. Meeting began at _____ **PM. ROLL CALL**: (1) Ken Key - Member, (2) Dan Muirhead – Vice President, (3) Barry Welch – Assistant Secretary, (4) Jason Sessum - Member, (5) Allen Wells - President, (6) Brandon Fry - Member, (7) Kimberly Klepcyk - Secretary, and Dr. Jeff Burke – Superintendent

   Presiding: Recording: Absent:

3. INVOCATION by

4. U.S. & STATE OF TEXAS PLEDGE OF ALLEGIANCES

5. GOOD THINGS

6. DISTRICT RECOGNITION

7. SUPERINTENDENT'S REPORT
   A. Enrollment
   B. Month at a Glance
   C. Balanced Scorecard Board Presentation - Strategic Priority 3 (Deitra Johnson)
   D. SISD Legislative Priorities

8. AUDIENCE - Participants must have signed up prior to the Board Meeting start time. Participants may address the Board on any agenda item. Participation is limited to three minutes to make comments to the Board unless the participant requires the use of a translator, in which case participation is limited to six minutes. The Board will only consider complaints that remain unresolved after being addressed through proper administrative channels and when they have been placed on the agenda. Please note the Board of Trustees shall not deliberate, respond, or make decisions regarding any subject that is not included on the agenda that is posted. For further information on these requirements, contact Katie Key, Superintendent Secretary at 281-689-4441.

9. PUBLIC HEARING FOR TLE TARGETED IMPROVEMENT PLAN - A public hearing was held as required to review the submission to TEA School Improvement. The audience was given 3 minutes to ask questions.

10. INFORMATION ITEM(S)
    A. Safety - Intruder Detection Audit Finding

11. ADMINISTRATIVE PRESENTATION(S)
    A. Teaching & Learning Presentations
        1. Multilingual Services Update - Director of Multilingual Programs Itzil Welch updated the program.

        2. Student Success Updates - Executive Director of Teaching & Learning Carrie Garza updated MCLASS, DRA & MAP.

12. CONSENT AGENDA ITEMS
    A. Minutes
    B. Financials, Tax Report, Investment Report, and Accounts Payable
    C. Discussion and Possible Action to purchase a Standby generator to serve the Administration Building
    D. Consider Approval of TIP Plan for Timber Lakes Elementary
    E. Consider Approval of Budget Amendment #2

"I make a motion to approve the November 17 special meeting and workshop minutes and the November 28 regular meeting minutes the financials, tax reports, investment, and collections reports, and accounts payable in the General Operating Account in the total amount of $1,326,544.22, the purchase of a Standby generator to serve the Administration building, the TIP Plan for Timber Lakes Elementary and Budget Amendment #2 as presented

A motion was then made by _____, seconded by _____ to approve the November 17 special meeting and workshop minutes and the November 28 regular meeting minutes, the financials, tax reports, investment, and collections reports, and accounts payable in the General Operating Account in the total amount of $1,326,544.22, the purchase of a standby generator to serve the Administration building, the TIP Plan for Timber Lakes Elementary and Budget Amendment #2 as presented. Voting for: ___, Against: ___ Motion _____.

13. ACTION ITEMS
    A. Consideration and approval of an Order Authorizing the Issuance, Sale, and Delivery of Splendora Independent School District Unlimited Tax School Building Bonds, Series 2023; Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds, and Enacting Other Provisions Relating Thereto.

"I make a motion to approve the Order Authorizing the Issuance, Sale and Delivery of Splendora Independent School District Unlimited Tax School Building Bonds, Series 2023; Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto."

A motion was made by _____ seconded by _____ to approve the Order Authorizing the Issuance, Sale and Delivery of Splendora Independent School District Unlimited Tax School Building Bonds, Series 2023; Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto. Voting For: _____ Against _____ Motion _____

14. CLOSED SESSION
    A. Personnel - 551.074
        a. Resignation(s)
    B. Real Estate - Section 551.072
    C. Safety - Section 551.076

"The Board of Trustees will now go into a Closed session. This Closed Session will be held for purposes authorized by the Texas Open Meetings Act, Texas Government Code(s) Personnel - Section 551.074, and Real Estate - Section 551.072, concerning any and all purposes permitted by the Act. No voting will take place in the closed meeting. Any action the Board wishes to take as a part of discussions in closed session will take place after the board reconvenes in the open meeting. It is now _____ pm."

BREAK AT ____ PM
CLOSED SESSION BEGAN AT _____ PM
RECONVENED FROM CLOSED SESSION AT _____ PM

15. POSSIBLE ACTION ARISING FROM CLOSED SESSION

16. POSSIBLE AGENDA ITEMS FOR NEXT MEETING:
    A. Board Appreciation Month
    B. District Calendar for Upcoming Year
    C. Balanced Scorecard - Priority 1 (Advanced Academics)

17. ADJOURN
    ADJOURNMENT AT **_____ pm.**

President

Secretary

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
101901	12-12-2022	MUSIC & ARTS	230273	INV032700289	199-11-6396.29-001-311000	REISSUE CHECK NEVER RECEIV	-505.61	N
102337	12-01-2022	ORHS SPORTS BOOSTE	003356	GOLF 11/15	169-36-6499.26-001-391000	VOID PER D SMITH	-168.00	N
102598	12-01-2022	AMERICAN ASSOC. OF S	231204	488143	199-41-6411.00-701-399000	VOID REISSUE WRONG VENDOR	-975.00	N
102859	12-08-2022	A TO Z SPECIALTIES	231294	29421	199-41-6399.00-701-399000	PLAQUES	29.40	N
			231294	29498	199-41-6399.00-701-399000	PLAQUES	65.00	N
						Totals for Check 102859	**94.40**	
102860	12-08-2022	AASA C/O CONVENTION	003587	488143	199-41-6411.00-701-399000	AASA CONF REGISTRATION	975.00	N
102861	12-08-2022	ACME ARCHITECTURAL	230195	4040856	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	117.74	N
102862	12-08-2022	ALEXIS WHEELER	003578	11172022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	195.00	N
			003597	12012022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
						Totals for Check 102862	**305.00**	
102863	12-08-2022	AMAZON CAPITAL	231230	11/28-12/1	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	2,103.77	N
			231092	10/26-11/10	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	509.78	N
			231230	11/09-11/28	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	3,681.47	N
						Totals for Check 102863	**6,295.02**	
102864	12-08-2022	AMERICAN INDUSTRIAL	230143	36552	199-11-6269.61-001-322000	WELDING BOTTLE RENTAL	224.75	N
102865	12-08-2022	HOUSTON PASADENA A	231240	H15374-IN	199-34-6311.00-999-399000	Fuel	22,366.71	N
102866	12-08-2022	ARC MECHANICAL LLC	003591	i9458	240-35-6249.00-001-399000	SERVING LINE HEATING ELEMEN	313.35	N
			003591	i9457	240-35-6249.00-101-399000	COMBI OVEN	330.48	N
			003591	i9507	240-35-6249.00-101-399000	COOLER PLATE	90.00	N
			003591	i9508	240-35-6249.00-102-399000	SERVING LINE HEAT LAMP	90.00	N
						Totals for Check 102866	**823.83**	
102867	12-08-2022	AT&T	230263	4697654709	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	632.92	N
			230263	4437274709	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	706.15	N
						Totals for Check 102867	**1,339.07**	
102868	12-08-2022	AT&T	230264	28168963113892	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	94.96	N
			230264	28168951983892	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	94.96	N
			230264	28168936936080	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	110.53	N
			230264	28168932136818	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	97.83	N
			230264	28168920980227	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	289.48	N
			230264	28168905120518	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	106.79	N
			230264	28168979759266	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	142.44	N
			230264	28139951804958	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	106.01	N
			230264	28168936436818	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	97.70	N
			230264	28168993305872	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	1,257.95	N
			230264	28168978266081	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	110.53	N
			230264	28168974305560	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	94.96	N
			230264	28168971282960	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	110.53	N
			230264	28168993920142	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	75.78	N
			230264	28168959656359	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	67.00	N
						Totals for Check 102868	**2,857.45**	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
102869	12-08-2022	BARNES & NOBLE EDUC	230756	991173	199-11-6321.00-001-311039	DC textbooks - Fall 2022	35,523.76	N
			230757	991173	199-11-6321.00-001-311039	DC textbooks - Fall 2022	243.94	N
			231157	101176	199-11-6321.00-001-311039	EARLY COLLEGE TEXTBOOK	142.86	N
			231093	101176	199-11-6321.00-001-311039	DUAL CREDIT TEXTBOOKS	205.00	N
			231072	101176	199-11-6321.00-001-311039	Pre-AP/AP resource books	3,400.00	N
			231066	101176	199-11-6321.00-001-311039	Pre-AP and AP resource books	1,920.00	N
			231002	101176	199-11-6321.00-001-311039	Advanced academics textbooks	8,508.50	N
				104963	199-11-6321.00-001-311039	BOOKS RETURNED	-33.32	N
						Totals for Check 102869	**49,910.74**	
102870	12-08-2022	BARRY HIGHTOWER	003577	11172022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	195.00	N
			003595	12012022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
						Totals for Check 102870	**305.00**	
102871	12-08-2022	BOUND TO STAY BOUN	230769	188128	199-12-6669.00-105-399000	books for circulation	27,014.33	N
102872	12-08-2022	BRIAN KROEGER	003610	12/04-07	199-41-6411.00-750-399041	TASPA LAW CONFERENCE TRAV	342.87	N
102873	12-08-2022	BSN SPORTS, LLC	231258	919276414	169-36-6399.01-041-391000	BALL CARTS	260.00	N
			230613	919226587	169-36-6399.10-001-391000	COACHES GEAR	522.00	N
			230461	919166529	169-36-6399.12-001-391000	POLOS	146.00	N
			230464	919440622	199-41-6399.00-702-399000	SISD BOARD SHIRTS	520.35	N
						Totals for Check 102873	**1,448.35**	
102874	12-08-2022	BURGERWORKS INC	003608	138617 12/02	169-36-6412.00-001-391000	BOYS BBALL MEALS 12/02	78.75	N
102875	12-08-2022	CASCO AUTO PARTS #2	230193	9151-270284	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	29.63	N
			230193	9151-270662	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	43.32	N
			230193	9151-270672	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	43.71	N
						Totals for Check 102875	**116.66**	
102876	12-08-2022	CENTERPOINT ENERGY	230222	2624185-1	199-51-6259.73-999-399000	DISTRICT GAS	258.47	N
102877	12-08-2022	CHALK'S TRUCK PARTS	230043	215644-1	199-34-6319.00-999-399000	Parts	915.43	N
				218624-1	199-34-6319.00-999-399000	Wrong Part	-37.80	N
						Totals for Check 102877	**877.63**	
102878	12-08-2022	CINTAS CORPORATION	230066	4137459743	199-34-6299.00-999-399000	Dry Cleaning	108.92	N
			230066	4138089813	199-34-6299.00-999-399000	Dry Cleaning	108.92	N
			230066	4138729169	199-34-6299.00-999-399000	Dry Cleaning	108.92	N
			230310	4138729312	199-51-6249.00-999-399000	UNIFORM SERVICE	64.99	N
						Totals for Check 102878	**391.75**	
102879	12-08-2022	CLINTON RYANS	003594	12012022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
102880	12-08-2022	CONROE WELDING SUP	231337	R11222546	168-61-6399.00-999-399000	HELIUM FOR PARTIES	8.50	N
			230197	R 11222545	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	20.25	N
						Totals for Check 102880	**28.75**	
102881	12-08-2022	CRAWFORD ELECTRIC	231197	S011402163.001	199-51-6319.00-999-399000	ELECTRICAL SUPPLIES @ JH	386.80	N
102882	12-08-2022	DARREN SEYMOUR	003581	11212022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
102883	12-08-2022	DE LAGE LANDEN PUBLI	003617	78195961	169-36-6269.00-001-391000	ATHLETICS	138.52	N
			003617	78195961	199-11-6269.00-001-311000	SHS WKRM, ADMIN,LIBRARY	855.34	N
			003617	78195961	199-11-6269.00-001-311039	ECHS	135.37	N

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			003617	78195961	199-11-6269.00-001-322000	CTE	34.63	N
			003617	78195961	199-11-6269.00-041-311000	SJH WORKROOMS	371.29	N
			003617	78195961	199-11-6269.00-101-311000	PCE WORKROOM	220.16	N
			003617	78195961	199-11-6269.00-102-311000	GLE WORKROOM	220.16	N
			003617	78195961	199-11-6269.00-104-311000	PWE WORKROOM	220.16	N
			003617	78195961	199-11-6269.00-105-311000	TLE WORKROOM	233.40	N
			003617	78195961	199-11-6269.00-999-311000	ISS FRONT DESK	82.80	N
			003617	78195961	199-21-6269.00-999-323023	ISS SPED	114.85	N
			003617	78195961	199-21-6269.00-999-399043	CURRIC/ISS - T&L	169.94	N
			003617	78195961	199-23-6269.00-001-399000	SHS FRONT/COUNSELOR	194.61	N
			003617	78195961	199-23-6269.00-041-399000	SJH FRONT OFFICE	114.85	N
			003617	78195961	199-23-6269.00-101-399000	PCE FRONT OFFICE	114.85	N
			003617	78195961	199-23-6269.00-102-399000	GLE FRONT OFFICE	114.85	N
			003617	78195961	199-23-6269.00-104-399000	PWE FRONT OFFICE	114.85	N
			003617	78195961	199-23-6269.00-105-399000	TLE FRONT OFFICE	118.45	N
			003617	78195961	199-31-6269.00-001-399000	SHS FRONT OFFICE/COUNSELOR	79.76	N
			003617	78195961	199-34-6269.00-999-399000	TRANSPORTATION	114.85	N
			003617	78195961	199-41-6269.00-750-399000	ADMIN OFFICE	197.65	N
			003617	78195961	199-51-6269.00-999-399000	MAINTENANCE	52.74	N
			003617	78195961	199-51-6269.00-999-399025	WAREHOUSE	34.53	N
			003617	78195961	199-52-6269.00-999-399000	POLICE	34.53	N
			003617	78195961	199-53-6269.00-999-399000	TECHNOLOGY	34.53	N
			003617	78195961	240-35-6269.00-999-399000	FOOD SERVICE	52.74	N
						Totals for Check 102883	**4,170.41**	
102884	12-08-2022	DEPT. OF INFORMATION	230553	23101381N	199-51-6259.71-999-399000	DISTRICT PHONE SERVICE	403.09	N
102885	12-08-2022	DRAMATIC PUBLISHING	230731	100118998	199-11-6399.23-041-311000	THEATER PLAYBOOKS/ROYALTY	577.53	N
102886	12-08-2022	DUKE COMMUNICATION	231273	9217	199-51-6249.00-999-399000	CAMERA PHONE REPLACE @ TL	2,210.58	N
102887	12-08-2022	EAST MONGOMERY CO.	230223	30550092003520	199-51-6259.70-999-399000	DISTRICT WATER	382.82	N
			230223	30550092003510	199-51-6259.70-999-399000	DISTRICT WATER	1,395.87	N
						Totals for Check 102887	**1,778.69**	
102888	12-08-2022	EKON-O-PAC INC	230724	1113	240-35-6399.00-999-399000	OPEN PO FOR PACKAGING FOR	2,373.00	N
102889	12-08-2022	ELEVATION LAND SOLU	230474	63364	199-81-6619.00-999-399000	LAND CONSULTING	660.00	N
			231042	63365	199-81-6619.00-999-399084	LGI LAND CONSULTING	770.00	N
						Totals for Check 102889	**1,430.00**	
102890	12-08-2022	ELIZABETH SMITH	003603	CN ACCT	240-00-5751.00-000-300000	CN ACCOUNT REFUND	3.21	N
102891	12-08-2022	ENTERGY	230234	2025306780	199-51-6259.72-999-399000	DISTRICT ELECTRICITY	16,328.78	N
102892	12-08-2022	ERNEST NELSON AND M	003599	9/2/22-12/01/22	199-41-6211.00-750-399062	LEGAL SETTLEMENT 9/2-12/1-22	8,500.00	N
102893	12-08-2022	EXPRESS BOOKSELLER	231359	15352	199-00-1312.00-000-300000	BOOKS	22.36	N
102894	12-08-2022	FASTENAL	231334	TXCLV94329	199-34-6319.00-999-399000	Parts	144.75	N
102895	12-08-2022	GEORGE DUPLESSIS III	003576	11222022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	245.00	N

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102896	12-08-2022	GREATER EMC CHAMBE	231357	95828	199-41-6411.00-701-399000	CHAMBER LUNCHEONS	25.00	N
			231357	96088	199-41-6411.00-701-399000	CHAMBER LUNCHEONS	25.00	N
			231357	95828	199-41-6419.00-702-399000	CHAMBER LUNCHEONS	50.00	N
			231357	95829	199-41-6419.00-702-399000	CHAMBER LUNCHEONS	25.00	N
			231357	96088	199-41-6419.00-702-399000	CHAMBER LUNCHEONS	75.00	N
						Totals for Check 102896	**200.00**	
102897	12-08-2022	HARDIE'S FRUIT & VEGE	230690	05359337	240-35-6341.00-001-399000	OPEN PO FOR FOOD DELIVERY	1,001.22	N
			230690	05359337	240-35-6341.00-001-399021	OPEN PO FOR FOOD DELIVERY	127.17	N
			230690	05359338	240-35-6341.00-041-399000	OPEN PO FOR FOOD DELIVERY	696.31	N
			230690	05359338	240-35-6341.00-041-399021	OPEN PO FOR FOOD DELIVERY	348.16	N
			230690	05359335	240-35-6341.00-101-399000	OPEN PO FOR FOOD DELIVERY	624.03	N
			230690	05359335	240-35-6341.00-101-399021	OPEN PO FOR FOOD DELIVERY	243.58	N
			230690	05359334	240-35-6341.00-102-399000	OPEN PO FOR FOOD DELIVERY	722.28	N
			230690	05359334	240-35-6341.00-102-399021	OPEN PO FOR FOOD DELIVERY	336.34	N
			230690	05359336	240-35-6341.00-104-399000	OPEN PO FOR FOOD DELIVERY	571.49	N
			230690	05359336	240-35-6341.00-104-399021	OPEN PO FOR FOOD DELIVERY	141.62	N
			230690	05359340	240-35-6341.00-105-399000	OPEN PO FOR FOOD DELIVERY	912.89	N
			230690	05359340	240-35-6341.00-105-399021	OPEN PO FOR FOOD DELIVERY	158.99	N
						Totals for Check 102897	**5,884.08**	
102898	12-08-2022	HARRELL'S, LLC	230732	INV01700486	199-51-6399.79-999-399091	ATHLETIC FIELD CHEMICALS	1,881.12	N
102899	12-08-2022	HARRISON GILLASPY	003616	11/16-18	282-13-6411.00-999-399043	LEADERSHIP BLUEPRINT	84.00	N
102900	12-08-2022	HEATH LUCAS	003611	10/31-11/02	199-23-6411.00-104-399000	RAISE YOUR HAND SYMPOSIUM	170.60	N
102901	12-08-2022	HEATHER BELL	003602	CN ACCT	240-00-5751.00-000-300000	CN ACCOUNT REFUND	7.01	N
102902	12-08-2022	HIGH POINT	230660	192522	199-51-6249.00-999-399078	CUSTODIAL MAINT & REPAIRS	503.90	N
			231264	193189-1	199-51-6399.00-999-399078	PUBLIC SUPPLIES	4,826.77	N
			231379	193189-1	199-51-6399.00-999-399078	CUSTODIAL PUBLIC SUPPLIES	1,299.08	N
			230971	193189-1	199-51-6399.02-999-399078	Department Supplies	1,411.92	N
						Totals for Check 102902	**8,041.67**	
102903	12-08-2022	HILAND DAIRY FOODS C	003592	1128229027266	240-35-6341.00-001-399000	FOOD DELIVERED	206.83	N
			003592	1130229030165	240-35-6341.00-001-399000	FOOD DELIVERED	381.84	N
			003592	1202229033768	240-35-6341.00-001-399000	FOOD DELIVERED	190.92	N
			003592	1128229027266	240-35-6341.00-001-399021	FOOD DELIVERED	190.92	N
			003592	1130229030165	240-35-6341.00-001-399021	FOOD DELIVERED	127.28	N
			003592	1202229033768	240-35-6341.00-001-399021	FOOD DELIVERED	127.28	N
			003592	1128229029549	240-35-6341.00-041-399000	FOOD DELIVERED	193.28	N
			003592	1128220010249	240-35-6341.00-041-399000	FOOD DELIVERED	143.19	N
			003592	1130229030164	240-35-6341.00-041-399000	FOOD DELIVERED	238.65	N
			003592	1202220010290	240-35-6341.00-041-399000	FOOD DELIVERED	190.92	N
			003592	1128229029549	240-35-6341.00-041-399021	FOOD DELIVERED	93.10	N
			003592	1128229027265	240-35-6341.00-041-399021	FOOD DELIVERED	211.62	N
			003592	1130229030164	240-35-6341.00-041-399021	FOOD DELIVERED	63.64	N
			003592	1202220010290	240-35-6341.00-041-399021	FOOD DELIVERED	95.46	N
			003592	1128229027268	240-35-6341.00-101-399000	FOOD DELIVERED	270.47	N

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			003592	1130229030167	240-35-6341.00-101-399000	FOOD DELIVERED	127.28	N
			003592	1202229033770	240-35-6341.00-101-399000	FOOD DELIVERED	159.11	N
			003592	1128229027268	240-35-6341.00-101-399021	FOOD DELIVERED	270.47	N
			003592	1130229030167	240-35-6341.00-101-399021	FOOD DELIVERED	127.28	N
			003592	1202229033770	240-35-6341.00-101-399021	FOOD DELIVERED	159.09	N
			003592	1128229027267	240-35-6341.00-102-399000	FOOD DELIVERED	480.58	N
			003592	1130229030166	240-35-6341.00-102-399000	FOOD DELIVERED	309.86	N
			003592	1202229034954	240-35-6341.00-102-399000	FOOD DELIVERED	31.82	N
			003592	1202229033769	240-35-6341.00-102-399000	FOOD DELIVERED	151.15	N
			003592	1128229027267	240-35-6341.00-102-399021	FOOD DELIVERED	310.25	N
			003592	1130229030166	240-35-6341.00-102-399021	FOOD DELIVERED	222.74	N
			003592	1202229034954	240-35-6341.00-102-399021	FOOD DELIVERED	31.82	N
			003592	1202229033769	240-35-6341.00-102-399021	FOOD DELIVERED	151.14	N
			003592	1128229027264	240-35-6341.00-104-399000	FOOD DELIVERED	190.92	N
			003592	1130229030163	240-35-6341.00-104-399000	FOOD DELIVERED	175.01	N
			003592	1128229027264	240-35-6341.00-104-399021	FOOD DELIVERED	190.92	N
			003592	1130229030163	240-35-6341.00-104-399021	FOOD DELIVERED	175.01	N
			003592	1128229029547	240-35-6341.00-105-399000	FOOD DELIVERED	177.15	N
			003592	1130229030162	240-35-6341.00-105-399000	FOOD DELIVERED	415.30	N
			003592	1202229033766	240-35-6341.00-105-399000	FOOD DELIVERED	297.96	N
			003592	1128229029547	240-35-6341.00-105-399021	FOOD DELIVERED	201.10	N
			003592	1130229030162	240-35-6341.00-105-399021	FOOD DELIVERED	207.65	N
			003592	1202229033766	240-35-6341.00-105-399021	FOOD DELIVERED	148.99	N
						Totals for Check 102903	**7,438.00**	
102904	12-08-2022	HOME DEPOT CREDIT S	231241	3121380	199-11-6399.61-001-322000	AG BARN SUPPLIES	425.56	N
			231241	6534643	199-11-6399.61-001-322000	AG BARN SUPPLIES	99.17	N
			230192	9034373	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	113.88	N
			230192	9034374	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	13.94	N
			230192	1030789	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	517.57	N
			230083	2901497	199-51-6649.00-999-399078	EQUIPMENT <5000	261.23	N
			231203	1300813	240-35-6399.00-999-399000	TABLES	429.39	N
						Totals for Check 102904	**1,860.74**	
102905	12-08-2022	HUNTON SERVICES	230803	SVC202108	282-51-6248.77-999-399000	BAS TROUBLESHOOT	1,655.00	N
102906	12-08-2022	ITALIANO'S RESTAURAN	003598	12152022	199-41-6497.00-750-399000	12/15 ADMIN MEETING	212.54	N
102907	12-08-2022	ITZIL WELCH	003615	11/16-18	282-13-6411.00-999-399043	LEADERSHIP BLUEPRINT	84.00	N
102908	12-08-2022	JASON MORRIS	003579	11222022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	185.00	N
			003586	11292022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
						Totals for Check 102908	**295.00**	
102909	12-08-2022	JDP PALATINE	230743	85843	199-61-6299.00-999-399000	Criminal History for Volunteer	40.95	N
102910	12-08-2022	JUDY JUDY	003609	REIMB	199-34-6399.00-999-399000	REIMB FOR SUPPLIES	47.50	N
102911	12-08-2022	KRISTY DIETRICH	003613	11/30-12/04	282-13-6411.00-999-399043	SCHLECHTY CENTER CONF TRA	407.42	N
			003613	11/16-18	282-13-6411.00-999-399043	LEADERSHIP BLUEPRINT	84.00	N
						Totals for Check 102911	**491.42**	

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102912	12-08-2022	KURZ AND COMPANY	003590	211173330012	240-35-6341.00-001-399000	FOOD DELIVERED	231.88	N
			003590	211173330012	240-35-6341.00-001-399021	FOOD DELIVERED	4.79	N
			003590	211173330013	240-35-6341.00-041-399000	FOOD DELIVERED	71.43	N
			003590	211173330013	240-35-6341.00-041-399021	FOOD DELIVERED	35.71	N
			003590	211173330015	240-35-6341.00-101-399000	FOOD DELIVERED	107.12	N
			003590	211173330016	240-35-6341.00-102-399000	FOOD DELIVERED	146.58	N
			003590	211173330014	240-35-6341.00-105-399000	FOOD DELIVERED	35.12	N
			003590	211173330014	240-35-6341.00-105-399021	FOOD DELIVERED	17.57	N
						Totals for Check 102912	**650.20**	
102913	12-08-2022	LABATT FOOD SERVICE	003593	11299011	240-35-6341.00-001-399000	FOOD DELIVERED	7,354.77	N
			003593	11299012	240-35-6341.00-001-399000	FOOD DELIVERED	50.56	N
				11299011	240-35-6341.00-001-399000	DID NOT RECEIVE	-12.64	N
			003593	11299011	240-35-6341.00-001-399021	FOOD DELIVERED	2,745.97	N
			003593	11299013	240-35-6341.00-041-399000	FOOD DELIVERED	3,690.68	N
			003593	11299013	240-35-6341.00-041-399021	FOOD DELIVERED	1,357.32	N
				11299013	240-35-6341.00-041-399021	DID NOT RECEIVE	-54.03	N
			003593	11299015	240-35-6341.00-101-399000	FOOD DELIVERED	1,944.42	N
			003593	11299015	240-35-6341.00-101-399021	FOOD DELIVERED	1,083.32	N
			003593	11299017	240-35-6341.00-102-399000	FOOD DELIVERED	2,571.74	N
			003593	11299017	240-35-6341.00-102-399021	FOOD DELIVERED	1,556.23	N
			003593	11299010	240-35-6341.00-105-399000	FOOD DELIVERED	2,265.95	N
			003593	11299010	240-35-6341.00-105-399021	FOOD DELIVERED	1,650.12	N
			003593	11299011	240-35-6342.00-001-399000	FOOD DELIVERED	84.95	N
			003593	11299011	240-35-6342.00-001-399021	FOOD DELIVERED	78.92	N
			003593	11299013	240-35-6342.00-041-399000	FOOD DELIVERED	77.53	N
			003593	11299013	240-35-6342.00-041-399021	FOOD DELIVERED	38.76	N
			003593	11299014	240-35-6342.00-101-399000	FOOD DELIVERED	14.30	N
			003593	11299015	240-35-6342.00-101-399000	FOOD DELIVERED	117.30	N
			003593	11299014	240-35-6342.00-101-399021	FOOD DELIVERED	14.30	N
			003593	11299015	240-35-6342.00-101-399021	FOOD DELIVERED	117.29	N
			003593	11299016	240-35-6342.00-102-399000	FOOD DELIVERED	14.30	N
			003593	11299017	240-35-6342.00-102-399000	FOOD DELIVERED	402.06	N
			003593	11299010	240-35-6342.00-105-399000	FOOD DELIVERED	207.76	N
			003593	11299010	240-35-6342.00-105-399021	FOOD DELIVERED	103.88	N
						Totals for Check 102913	**27,475.76**	
102914	12-08-2022	LACHAD CHATMAN	003583	11212022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	170.00	N
102915	12-08-2022	LEHMAN'S PIPES AND S	231358	4430020	199-11-6399.00-001-322000	ANIMAL SCIENCE LAB SWINE PE	1,471.80	N
102916	12-08-2022	LOYDETTE	003614	11/05-08	282-13-6411.50-999-399000	COUNSELOR CONF TRAVEL	108.00	N
102917	12-08-2022	MCCOY CORPORATION	230194	9833940	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	94.53	N
102918	12-08-2022	MCHD -EMS	003600	22-42362	169-36-6299.10-001-391000	AMBULANCE SERVICE	400.00	N
			003600	22-40271	169-36-6299.10-001-391000	AMBULANCE SERVICE	400.00	N
			003600	22-37111	169-36-6299.10-001-391000	AMBULANCE SERVICE	400.00	N
			003600	22-36126	169-36-6299.10-001-391000	AMBULANCE SERVICE	400.00	N

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			003600	22-35113	169-36-6299.10-001-391000	AMBULANCE SERVICE	400.00	N
			003600	22-44286	199-36-6299.86-001-391000	AMBULANCE SERVICE	400.00	N
						Totals for Check 102918	**2,400.00**	
102919	12-08-2022	MICHAEL STRUBHART	003580	11222022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	245.00	N
102920	12-08-2022	MOAK, CASEY & ASSOCI	231277	10-9836	199-41-6219.00-702-399000	CONSORTIUM IMPROVEMENT DU	800.00	N
			231363	10-9860	199-41-6219.00-702-399000	bOARD RETREAT EXPENSES	521.74	N
			231363	11-9882	199-41-6299.00-702-399000	CIC MONTHLY DUES	800.00	N
			231182	TAC 10-1326	211-13-6411.00-105-330020	Texas Assessment Conference	250.00	N
						Totals for Check 102920	**2,371.74**	
102921	12-08-2022	MONTGOMERY CENTRA	003601	ACCT - SSP	199-99-6213.00-703-399000	QUARTERLY BILLING	34,204.18	N
102922	12-08-2022	MOTOROLA SOLUTIONS	230681	8281514380	199-11-6399.00-102-311000	RADIOS FOR 6TH GR. PORTABLE	2,850.40	N
102923	12-08-2022	MY FEED STORE & MOR	230918	09222022	199-11-6399.61-001-322000	ANIMAL SCIENCE SUPPLIES	500.00	N
102924	12-08-2022	PREISLER GOLF PROPE	231305	11172022	199-41-6497.00-701-399000	DLT MEETING 11-17-22	300.00	N
102925	12-08-2022	OKAPI EDUCATIONAL P	230697	19031	199-11-6399.00-102-325000	RESOURCE FOR DL CLASSES	3,869.00	N
102926	12-08-2022	ONALASKA LADYCAT AT	003604	12/10 JV	169-36-6499.12-001-391000	BASKETBALL ENTRY	200.00	N
102927	12-08-2022	PINNACLE MEDICAL MA	230037	98681	199-34-6218.00-999-399000	Physicals & Drug Testing	60.00	N
102928	12-08-2022	POSITIVE PROMOTIONS	231233	07068260	199-11-6399.93-041-311000	STUDENT OF THE MONTH	358.75	N
102929	12-08-2022	PRECISION BUSINESS M	231266	111071	199-11-6399.00-104-311000	POSTER MAKER INK	479.10	N
			231227	111152	199-11-6399.00-104-311000	STUDENT ID SUPPLIES	1,515.10	N
						Totals for Check 102929	**1,994.20**	
102930	12-08-2022	PROGRESS LEARNING,	231281	CI-006390	211-11-6397.00-105-330020	Instructional	6,250.00	N
102931	12-08-2022	PURIFY	230685	141295750849	199-51-6259.74-999-399000	WWTP/WTP CHEMICALS	288.50	N
			230685	141295751512	199-51-6259.74-999-399000	WWTP/WTP CHEMICALS	118.05	N
						Totals for Check 102931	**406.55**	
102932	12-08-2022	QUILL CORP.	230888	27901117	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	141.36	N
			230888	27892416	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	251.18	N
						Totals for Check 102932	**392.54**	
102933	12-08-2022	RC SPORTS, INC	231231	838883-A	168-61-6399.00-999-399000	SKATES	3,183.00	N
102934	12-08-2022	REGION 4 ESC	231046	169917612	199-13-6411.00-101-399000	Region 4 about the new science	100.00	N
			231101	169917613	199-13-6411.00-105-399000	Science TEKS Training	100.00	N
						Totals for Check 102934	**200.00**	
102935	12-08-2022	REGION VI - ED. SERV.	230038	060915	199-34-6239.00-999-399000	School Bus Driver Certificatio	60.00	N
			231226	060944	211-13-6411.00-105-330020	Professional Develop. Train	100.00	N
			231225	060944	211-13-6411.00-105-330020	Professional Develop. Train	100.00	N
			231224	060944	211-13-6411.00-105-330020	Professional Develop - 2	200.00	N
						Totals for Check 102935	**460.00**	
102936	12-08-2022	ROLAND FLANNEL	003584	11292022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	200.00	N
102937	12-08-2022	SAM'S CLUB DIRECT	230179	DISTRICT	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	6,593.96	N

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102938	12-08-2022	SCIENCE TEACHERS AS	231085	922296	199-13-6411.00-001-399039	STAT-CAST CONFERENCE-SHAT	265.00	N
			231085	654172	199-13-6411.00-001-399039	STAT-CAST CONFERENCE-S.SEI	265.00	N
						Totals for Check 102938	**530.00**	
102939	12-08-2022	SETCA	003607	SPLENDORA	169-36-6495.00-001-391000	22-23 MEMBERSHIP	200.00	N
102940	12-08-2022	SHELLIE DICK	003582	11212022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	170.00	N
102941	12-08-2022	SHEREE WALKER	231346	STAMP REIMB	199-11-6399.42-001-311000	S. WALKER - STAMPS	18.00	N
102942	12-08-2022	SKELTON BUSINESS EQ	003618	137000	169-36-6269.00-001-391000	ATHLETICS	237.90	N
			003618	137000	199-11-6269.00-001-311000	SHS WKRM, ADMIN,LIBRARY	1,469.01	N
			003618	137000	199-11-6269.00-001-311039	ECHS	232.49	N
			003618	137000	199-11-6269.00-001-322000	CTE	59.48	N
			003618	137000	199-11-6269.00-041-311000	SJH WORKROOMS	637.67	N
			003618	137000	199-11-6269.00-101-311000	PCE WORKROOM	378.12	N
			003618	137000	199-11-6269.00-102-311000	GLE WORKROOM	378.12	N
			003618	137000	199-11-6269.00-104-311000	PWE WORKROOM	378.12	N
			003618	137000	199-11-6269.00-105-311000	TLE WORKROOM	400.85	N
			003618	137000	199-11-6269.00-999-311000	ISS FRONT DESK	142.21	N
			003618	137000	199-21-6269.00-999-323023	ISS SPED	197.25	N
			003618	137000	199-21-6269.00-999-399043	CURRIC/ISS - T&L	291.86	N
			003618	137000	199-23-6269.00-001-399000	SHS FRONT/COUNSELOR	334.23	N
			003618	137000	199-23-6269.00-041-399000	SJH FRONT OFFICE	197.25	N
			003618	137000	199-23-6269.00-101-399000	PCE FRONT OFFICE	197.25	N
			003618	137000	199-23-6269.00-102-399000	GLE FRONT OFFICE	197.25	N
			003618	137000	199-23-6269.00-104-399000	PWE FRONT OFFICE	197.25	N
			003618	137000	199-23-6269.00-105-399000	TLE FRONT OFFICE	203.43	N
			003618	137000	199-31-6269.00-001-399000	SHS FRONT OFFICE/COUNSELOR	136.98	N
			003618	137000	199-34-6269.00-999-399000	TRANSPORTATION	197.25	N
			003618	137000	199-41-6269.00-750-399000	ADMIN OFFICE	339.46	N
			003618	137000	199-51-6269.00-999-399000	MAINTENANCE	90.58	N
			003618	137000	199-51-6269.00-999-399025	WAREHOUSE	59.30	N
			003618	137000	199-52-6269.00-999-399000	POLICE	59.30	N
			003618	137000	199-53-6269.00-999-399000	TECHNOLOGY	59.30	N
			003618	137000	240-35-6269.00-999-399000	FOOD SERVICE	90.59	N
						Totals for Check 102942	**7,162.50**	
102943	12-08-2022	SOLUTION TREE INC	230761	S265211	199-13-6411.00-101-399000	SOLUTION TREE TRAINING	679.00	N
102944	12-08-2022	SOUTHERN FLORAL	231293	219975	199-41-6399.00-702-399000	DISTRICT OPEN HOUSE	307.50	N
102945	12-08-2022	STACI DAVIS	003612	11/30-12/04	282-13-6411.00-999-399043	SCHLECHTY CENTER CONF TRA	120.00	N
102946	12-08-2022	STEVE HOPKINS	003596	12012022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
102947	12-08-2022	STEVEN RICHARD	003585	11292022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
102948	12-08-2022	SWANK MOTION PICTUR	231311	1975665	199-11-6399.00-104-311000	FAMILY MOVIE NIGHT	465.00	N
102949	12-08-2022	SWICEGOOD MUSIC CO	231222	S448163	199-11-6249.29-101-311000	BAND REPAIRS	28.40	N
			231222	R219070	199-11-6249.29-101-311000	BAND REPAIRS	125.00	N
						Totals for Check 102949	**153.40**	

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102950	12-08-2022	TCEA	231244	000348336	199-12-6495.00-999-399000	TCEA MEMBERSHIP FEE GUTHRI	49.00	N
			231244	000348447	199-12-6495.00-999-399000	TCEA MEMBERSHIP LANDRUM	49.00	N
						Totals for Check 102950	**98.00**	
102951	12-08-2022	TEMPUS NOVA, LLC	231332	7305	199-53-6397.00-750-399000	LICENSE - VOICE STANDARD	24.94	N
			231332	7208	199-53-6397.00-750-399000	LICENSE - VOICE STANDARD	23.52	N
			231332	7631	199-53-6397.00-750-399000	LICENSE - VOICE STANDARD	23.99	N
						Totals for Check 102951	**72.45**	
102952	12-08-2022	TEXAS ACADEMIC DECA	231348	OCT 23-3073	199-36-6499.37-001-399000	D. HINNANT - ACADEMIC OCTATH	650.00	N
102953	12-08-2022	TEXAS ASCD	230838	INV2547	199-23-6495.00-001-399000	TX ASCD MEMBERSHIP WALKER	139.00	N
			230838	INV2667	199-23-6495.00-001-399000	TX ASCD MEMBERSHIPS HILL	139.00	N
						Totals for Check 102953	**278.00**	
102954	12-08-2022	TEXAS COLOR GUARD	231347	45-10688-34805	199-36-6499.29-001-399000	BAND - R. MEADOWS	50.00	N
102955	12-08-2022	TEXAS DEPARTMENT O	231324	LICENSE#70509	199-11-6399.87-001-322000	SCHOOL SITE LICENSE RENEWA	200.00	N
102956	12-08-2022	TEXAS OPERATIONS &	230133	120415	199-51-6259.74-999-399000	WWTP/WTP LABS	1,569.75	N
			230112	120359	199-51-6259.74-999-399000	WWTP/WTP OPERATIONS	4,666.50	N
						Totals for Check 102956	**6,236.25**	
102957	12-08-2022	THOMAS BUS GULF	231252	SIP-02564131	199-34-6319.00-999-399000	Parts	726.00	N
			231252	SIP-02564502	199-34-6319.00-999-399000	Parts	328.52	N
			231252	SIP-02564705	199-34-6319.00-999-399000	Parts	345.34	N
			231356	SIP-02564484	199-34-6319.00-999-399000	Parts	69.48	N
			231356	SIP-02564681	199-34-6319.00-999-399000	Parts	1,303.05	N
			231356	SIP-02563524	199-34-6319.00-999-399000	Parts	1,650.00	N
			231356	SIP-02564919	199-34-6319.00-999-399000	Parts	268.20	N
			231356	SIP-02564511	199-34-6319.00-999-399000	Parts	92.89	N
						Totals for Check 102957	**4,783.48**	
102958	12-08-2022	TMH SOFTBALL	003605	JAMIE HENK	169-36-6411.00-001-391000	SOFTBALL COACHES CLINIC	100.00	N
			003605	ASHLEY	169-36-6411.00-001-391000	SOFTBALL COACHES CLINIC	100.00	N
						Totals for Check 102958	**200.00**	
102959	12-08-2022	VEX ROBOTICS, INC.	231028	623170	199-36-6399.34-999-399000	ROBOTICS SUPPLIES	61.83	N
102960	12-08-2022	CAPITAL ONE	230180	1645354140	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	1,976.40	N
			231212	1645354140	199-11-6399.50-999-311000	MENTAL HEALTH SUPPLIES	261.11	N
			231202	1645354140	199-11-6399.93-041-311000	WIN SUPPLIES	198.86	N
			231152	1645354140	199-11-6497.50-999-311000	STUDENT ADVISORY	80.72	N
			003588		199-11-6499.99-999-311000	HS STUCO	60.06	N
			003588		199-11-6499.99-999-311000	FFA	213.24	N
			003588		199-11-6499.99-999-311000	HS FACULTY	393.97	N
			003588		199-11-6499.99-999-311000	ROBOTICS	214.68	N
			003588		199-11-6499.99-999-311000	GT	25.88	N
			230060	1645354140	199-34-6497.00-999-399000	Bus Driver Appreciation Breakf	76.26	N
			231135	1645354140	199-41-6439.00-702-399000	BOND MISC. ITEMS	152.02	N
						Totals for Check 102960	**3,653.20**	

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102961	12-08-2022	WALSH GALLEGOS TRE	231364	643741	199-41-6211.00-702-399000	LEGAL FEE INVOICES	1,507.50	N
			231364	643742	199-41-6211.00-702-399000	LEGAL FEE INVOICES	8,385.77	N
						Totals for Check 102961	**9,893.27**	
102962	12-08-2022	WARREN ISD	003606	10/31 GYM	169-36-6499.00-001-391035	GYM RENTAL 10/31/22	345.60	N
102963	12-08-2022	WEX BANK	230068	85055243	199-34-6311.00-999-399000	Fuel	1,313.49	N
102964	12-08-2022	WILBANKS CONTRACTO	230624	INV-WCH-	199-51-6248.77-999-399000	HVAC SERVICES @ HS	725.00	N
102965	12-08-2022	WORTH HYDROCHEM O	230188	122588	199-51-6248.77-999-399000	HVAC SERVICES	775.00	N
102966	12-08-2022	YELLOWSTONE LANDSC	230204	NH 464930	199-51-6299.79-999-399000	ANNUAL LANDSCAPING SERVICE	11,658.26	N
102967	12-08-2022	YUMI ICE CREAM CO., IN	003589	23036120	240-35-6341.00-041-399000	FOOD DELIVERED	365.76	N
			003589	23637607	240-35-6341.00-101-399000	FOOD DELIVERED	424.80	N
			003589	23637606	240-35-6341.00-102-399000	FOOD DELIVERED	389.76	N
						Totals for Check 102967	**1,180.32**	
102968	12-15-2022	A TO Z SPECIALTIES	231374	29469	199-11-6399.05-104-311000	FACULTY SHIRTS	97.25	N
			231384	29514	199-41-6439.00-702-399000	RETRACTABLE BANNERS FOR B	1,500.00	N
						Totals for Check 102968	**1,597.25**	
102969	12-15-2022	ADVANCED GRAPHICS	231354	111270	199-11-6399.00-102-311000	INK POSTER/NEEDLES CUTTER	359.98	N
102970	12-15-2022	AMAZON CAPITAL	230809	10/17	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	81.52	N
			231092	11/02-07	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	376.18	N
						Totals for Check 102970	**457.70**	
102971	12-15-2022	ANDREW SMIT	231395	202301	199-11-6299.29-001-311000	CUSTOM ARRANGEMENT	2,500.00	N
102972	12-15-2022	ARC MECHANICAL LLC	003620	i9563	240-35-6249.00-041-399000	WARMER 2 GASKET	385.33	N
			003620	i9544	240-35-6249.00-041-399000	DISHWASHER VALVE	656.21	N
			003620	i9562	240-35-6249.00-041-399000	MILK COOLER GASKET	506.99	N
						Totals for Check 102972	**1,548.53**	
102973	12-15-2022	ASHLEY DOUCET	003629	12082022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	200.00	N
102974	12-15-2022	ATSSB REGION 9/33	231416	AREA AUDITION	199-36-6499.29-001-399000	ENTRY FEES	750.00	N
102975	12-15-2022	BARRY HIGHTOWER	003626	12122022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
			003637	12132022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	75.00	N
						Totals for Check 102975	**185.00**	
102976	12-15-2022	BETA TECHNOLOGY	231394	657384	199-34-6319.00-999-399000	cleaner	219.09	N
102977	12-15-2022	BRAZOS INDUSTRIES	230015	622011	282-51-6249.00-999-399001	SKYLIGHT REMOVAL @ GLE GYM	9,128.00	N
102978	12-15-2022	BROOKS DUPLICATOR	230914	100746	199-11-6399.93-041-311000	POSTER MAKER SUPPLIES	1,681.00	N
102979	12-15-2022	BSN SPORTS, LLC	230351	919425328	169-36-6399.09-001-391000	SOFTBALL UNIFORMS	3,321.00	N
			231308	919495941	169-36-6399.12-001-391000	BASKETBALL EQUIPMENT	285.00	N
			231229	919450359	169-36-6399.30-001-391000	LAUNDRY LOOPS	47.00	N
			231172	919477213	199-36-6395.20-001-399000	CHEER JACKETS	741.63	N
			231172	919477213	199-36-6399.20-001-399000	CHEER JACKETS	632.37	N
						Totals for Check 102979	**5,027.00**	

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102980	12-15-2022	BURGERWORKS INC	003640	ORDER 988330	169-36-6412.00-001-391000	JH BBALL MEALS 12/12	293.75	N
102981	12-15-2022	CASCO AUTO PARTS #2	230193	9151-270848	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	31.92	N
102982	12-15-2022	CINTAS CORPORATION	230066	4139520574	199-34-6299.00-999-399000	Dry Cleaning	108.92	N
			230066	4140234181	199-34-6299.00-999-399000	Dry Cleaning	108.92	N
			230432	5136488153	199-34-6319.00-999-399000	Service	156.75	N
			230310	4139520568	199-51-6249.00-999-399000	UNIFORM SERVICE	67.30	N
			230311	5132824885	199-51-6319.00-999-399000	FIRST AID KIT SUPPLIES	66.87	N
						Totals for Check 102982	**508.76**	
102983	12-15-2022	CITIBANK	230157		168-61-6499.00-999-399000	MONTHLY CHARGE FOR POS SY	184.00	N
			231287		199-11-6299.00-001-322000	COSMO CERTIFICATIONS EXAMS	25.00	N
			231218	12032022	199-11-6399.00-999-321000	SeeSaw SUBSCRIPTION	180.00	N
			003633		199-11-6499.99-999-311000	HS STUCO	325.52	N
			230800		199-13-6411.00-001-399000	K SEIDEL - TRAVEL REQUEST	362.98	N
			231086		199-13-6411.00-001-399039	STAT-CAST CONFERENCE-S.SEI	1,292.09	N
			231124		199-13-6411.00-041-399000	HOTEL FOR CAST CONFERENCE	719.10	N
					199-13-6411.00-041-399000	HOTEL CREDIT	-195.00	N
			230970		199-13-6411.00-101-399000	TRAINING FOR COUNSELOR	286.76	N
			231165		199-13-6411.00-105-399000	Counselor Conference	369.54	N
			230873		199-13-6411.00-999-325000	RECRUITMENT EVENT UTRGV	535.26	N
			231248		199-13-6497.00-999-323023	LSSP Week	109.27	N
			230932		199-31-6411.00-001-399000	J. TAMAYO - PROFESSIONAL DEV	331.18	N
			230934		199-31-6411.00-001-399000	S. BARNES - HOTEL RESERVATIO	731.67	N
			230933		199-31-6411.00-001-399000	BOLES - LOUGEE - HOTEL RESER	853.26	N
			230958		199-31-6411.00-041-399000	HOTEL FOR CONFERENCE	350.10	N
			230839		199-31-6411.00-101-399000	COUNSELOR TRAINING	170.00	N
			230925		199-31-6411.00-102-399000	LODGING FOR COUNSELOR	286.76	N
			231045		199-31-6411.00-999-399000	HOTEL FOR LONE STAR STATE	170.00	N
			231045		199-31-6411.00-999-399000	HOTEL FOR LONE STAR STATE	540.15	N
			230765		199-31-6411.90-999-399000	37TH - TEXAS ASSESSMENT CON	75.08	N
			230765		199-31-6411.90-999-399000	37TH - TEXAS ASSESSMENT CON	287.90	N
			230830		199-31-6411.90-999-399000	37TH - TEXAS ASSESSMENT CON	304.00	N
			230830		199-31-6411.90-999-399000	37TH - TEXAS ASSESSMENT CON	527.10	N
			230839		199-31-6495.00-101-399000	COUNSELOR TRAINING	30.00	N
			230047		199-34-6299.00-999-399000	Tolls	1,095.00	N
			231192		199-34-6411.00-999-399000	TSD Conference/Hotel 11/7-13	916.45	N
			231167		199-41-6411.00-701-399000	HOTEL	234.95	N
			230915		199-41-6411.00-750-399000	HOTEL FOR TX SCHOOL CONSTR	304.44	N
			230778		199-41-6411.00-750-399041	HOTEL FOR CAREER FAIR	127.33	N
			230779		199-41-6411.00-750-399041	HOTEL FOR CAREER FAIR	131.70	N
			230781		199-41-6411.00-750-399041	HOTEL FOR CAREER FAIR	134.07	N
			230797		199-41-6411.00-750-399041	RGV CAREER FAIR FLIGHT	165.43	N
			231342		199-41-6497.00-701-399000	SUPT STUDENT ADVISORY MEET	45.44	N
			231304		199-41-6497.00-702-399000	BOARD MEETING FOOD	68.23	N
			230213		199-41-6499.00-701-399000	ZOOM MONTHLY FEE	42.00	N

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			230792		199-41-6499.00-750-399041	EMERGENCY CERTIFICATIONS	57.00	N
			230792		199-41-6499.00-750-399041	EMERGENCY CERTIFICATIONS	57.00	N
			003632		199-53-6411.00-999-399000	TCEA HOTEL ROOMS	1,511.30	N
					199-53-6411.00-999-399000	HOTEL CREDIT	-3,413.68	N
			231278		199-61-6299.00-999-399000	CANVA	119.40	N
			230700		255-13-6411.00-999-324000	TEXAS ASSESSMENT CONFEREN	2,868.05	N
					255-13-6411.00-999-324000	HOTEL CREDIT	-225.00	N
			231195		282-13-6299.00-999-399043	LEADERSHIP TRAINING	956.58	N
			230567		282-13-6411.50-999-399000	HOTEL-TCA CONFERENCE	363.40	N
						Totals for Check 102983	**14,410.81**	
102984	12-15-2022	CITY GLASS & HOME CE	230328	74878	199-51-6629.00-999-399000	GLASS INSTALL @ ADMIN	2,399.00	N
102985	12-15-2022	CITY OF SPLENDORA	230225	08017201262000	199-51-6259.73-999-399000	DISTRICT GAS	179.40	N
102986	12-15-2022	CITY OF SPLENDORA-W	230232	08016104451500	168-51-6259.70-999-399000	DISTRICT WATER	873.39	N
			230232	08016104451000	199-51-6259.70-999-399000	DISTRICT WATER	205.12	N
			230232	08016104460500	199-51-6259.70-999-399000	DISTRICT WATER	2,401.92	N
			230232	08016104451550	199-51-6259.70-999-399000	DISTRICT WATER	248.54	N
			230232	08016104452000	199-51-6259.70-999-399000	DISTRICT WATER	226.35	N
						Totals for Check 102986	**3,955.32**	
102987	12-15-2022	COCA-COLA	231079	25957201181	168-61-6399.00-999-399000	SYRUP FOR CONCESSION	530.85	N
102988	12-15-2022	CONCORD THEATRICAL	231350	10774049	199-36-6399.23-001-399000	STAGE MANAGER/ACTING	188.03	N
102989	12-15-2022	CONCORD THEATRICAL	231350	1628352	199-36-6399.23-001-399000	PERFORMANCE FEE	125.00	N
102990	12-15-2022	CONROE WELDING SUP	230049	R11222547	199-34-6299.00-999-399000	Lease of Tank	8.50	N
102991	12-15-2022	COWBOY CUTTERS	231261	1	199-34-6299.00-999-399000	remove tree stump in employee	240.00	N
102992	12-15-2022	CYNTHIA GIBSON	003627	12122022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
			003627	12082022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	200.00	N
						Totals for Check 102992	**310.00**	
102993	12-15-2022	DANIEL MONTOYA JR.	231396	INV2022-50	199-11-6299.29-001-311000	MARCHING MUSIC DEPOSIT	1,000.00	N
102994	12-15-2022	DATA RECOGNITION CO	231353	164824	199-11-6399.00-999-325000	ESL & BILINGUAL	350.00	N
102995	12-15-2022	DUKE COMMUNICATION	231352	ESTIMATE 8666	199-52-6399.00-999-399053	VAST SOFTWARE CHANNEL LICE	730.00	N
102996	12-15-2022	ECS LEARNING SYSTEM	231313	INV 002410	211-11-6397.00-105-330020	Instructional	789.04	N
102997	12-15-2022	EDUCATIONAL THERAP	230358	22SISDCOTANO	199-11-6299.00-999-323023	OT Services	1,740.00	N
			230358	OTNOV22SISD	199-11-6299.00-999-323023	OT Services	2,762.50	N
						Totals for Check 102997	**4,502.50**	
102998	12-15-2022	EMC Towing EMC Car	230297	7549	199-34-6249.00-999-399000	Towing	375.00	N
			230297	7550	199-34-6249.00-999-399000	Towing	375.00	N
						Totals for Check 102998	**750.00**	
102999	12-15-2022	EMERGENT TREE EDUC	230369	1840	199-11-6299.00-999-323023	Emergent Tree	2,254.00	N
103000	12-15-2022	FEDEX	003642	7-97066577	199-41-6439.00-702-399000	MAILING BOND DOCUMENTS	33.30	N

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103001	12-15-2022	FOLLETT SCHOOL SOLU	231292	584421F	199-12-6669.00-105-399000	Instructional Reading	579.42	N
103002	12-15-2022	FRONTIERS INTEGRATE	231355	102822	224-11-6299.00-999-323000	Autism Consultant	1,100.00	N
103003	12-15-2022	FRONTLINE TECHNOLO	230368	INVESP16208	199-11-6299.00-999-323000	Recovery	384.69	N
103004	12-15-2022	GAILYN WELLS	003636	12132022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	165.00	N
103005	12-15-2022	GLENN BARNES	003647	12/07-09	199-21-6411.00-999-399040	TAMS CONF TRAVEL	72.00	N
103006	12-15-2022	GOLD STAR FOODS, INC	003622	3120887	240-35-6341.00-999-399000	FOOD DELIVERED	692.24	N
			003622	3120918	240-35-6341.00-999-399000	FOOD DELIVERED	1,873.12	N
						Totals for Check 103006	**2,565.36**	
103007	12-15-2022	GOPHER SPORT	231351	IN242369	199-11-6399.00-104-311000	PE SUPPLIES	298.99	N
			231351	IN242369	199-11-6399.51-104-311000	PE SUPPLIES	1,420.10	N
						Totals for Check 103007	**1,719.09**	
103008	12-15-2022	GRINGO'S MEXICAN KIT	231368	G14-116	199-41-6497.00-702-399000	BOARD MEETING FOOD	145.97	N
103009	12-15-2022	HARDIE'S FRUIT & VEGE	230690	05368571	240-35-6341.00-001-399000	OPEN PO FOR FOOD DELIVERY	358.86	N
			230690	05368571	240-35-6341.00-001-399021	OPEN PO FOR FOOD DELIVERY	25.45	N
			230690	05368572	240-35-6341.00-041-399000	OPEN PO FOR FOOD DELIVERY	247.88	N
			230690	05368572	240-35-6341.00-041-399021	OPEN PO FOR FOOD DELIVERY	123.94	N
			230690	05368569	240-35-6341.00-101-399000	OPEN PO FOR FOOD DELIVERY	170.69	N
			230690	05368569	240-35-6341.00-101-399021	OPEN PO FOR FOOD DELIVERY	63.62	N
			230690	05368568	240-35-6341.00-102-399000	OPEN PO FOR FOOD DELIVERY	184.14	N
			230690	05368568	240-35-6341.00-102-399021	OPEN PO FOR FOOD DELIVERY	120.90	N
			230690	05368570	240-35-6341.00-104-399000	OPEN PO FOR FOOD DELIVERY	212.78	N
			230690	05368570	240-35-6341.00-104-399021	OPEN PO FOR FOOD DELIVERY	50.90	N
			230690	05368573	240-35-6341.00-105-399000	OPEN PO FOR FOOD DELIVERY	779.81	N
			230690	05368573	240-35-6341.00-105-399021	OPEN PO FOR FOOD DELIVERY	171.55	N
						Totals for Check 103009	**2,510.52**	
103010	12-15-2022	HIGH POINT	231089	193437	240-35-6399.00-999-399000	CHEMICALS	2,231.35	N
103011	12-15-2022	HILAND DAIRY FOODS C	003625	1209229042313	240-35-6341.00-001-399000	FOOD DELIVERED	222.74	N
			003625	1207220010316	240-35-6341.00-001-399000	FOOD DELIVERED	318.20	N
			003625	1208220010320	240-35-6341.00-001-399000	FOOD DELIVERED	63.64	N
			003625	1205229035432	240-35-6341.00-001-399000	FOOD DELIVERED	175.01	N
			003625	1209229042313	240-35-6341.00-001-399021	FOOD DELIVERED	143.19	N
			003625	1207220010316	240-35-6341.00-001-399021	FOOD DELIVERED	127.28	N
			003625	1208220010320	240-35-6341.00-001-399021	FOOD DELIVERED	31.82	N
			003625	1205229035432	240-35-6341.00-001-399021	FOOD DELIVERED	63.64	N
			003625	1209229042312	240-35-6341.00-041-399000	FOOD DELIVERED	144.79	N
			003625	1207229039422	240-35-6341.00-041-399000	FOOD DELIVERED	206.57	N
			003625	1205229035431	240-35-6341.00-041-399000	FOOD DELIVERED	312.64	N
			003625	1209229042312	240-35-6341.00-041-399021	FOOD DELIVERED	72.39	N
			003625	1207229039422	240-35-6341.00-041-399021	FOOD DELIVERED	103.29	N
			003625	1205229035431	240-35-6341.00-041-399021	FOOD DELIVERED	156.32	N
			003625	1207229039425	240-35-6341.00-101-399000	FOOD DELIVERED	167.06	N
			003625	1205229035434	240-35-6341.00-101-399000	FOOD DELIVERED	166.67	N

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			003625	1209229042315	240-35-6341.00-101-399000	FOOD DELIVERED	159.11	N
			003625	1207229039425	240-35-6341.00-101-399021	FOOD DELIVERED	167.05	N
			003625	1205229035434	240-35-6341.00-101-399021	FOOD DELIVERED	166.67	N
			003625	1209229042315	240-35-6341.00-101-399021	FOOD DELIVERED	159.09	N
			003625	1209229042314	240-35-6341.00-102-399000	FOOD DELIVERED	286.15	N
			003625	1207229039424	240-35-6341.00-102-399000	FOOD DELIVERED	336.50	N
			003625	1205229035433	240-35-6341.00-102-399000	FOOD DELIVERED	401.42	N
			003625	1209229042314	240-35-6341.00-102-399021	FOOD DELIVERED	206.83	N
			003625	1207229039424	240-35-6341.00-102-399021	FOOD DELIVERED	278.43	N
			003625	1205229035433	240-35-6341.00-102-399021	FOOD DELIVERED	318.20	N
			003625	1205229035430	240-35-6341.00-104-399000	FOOD DELIVERED	263.52	N
			003625	9039427	240-35-6341.00-104-399000	FOOD DELIVERED	31.82	N
			003625	1207229039420	240-35-6341.00-104-399000	FOOD DELIVERED	238.65	N
			003625	1208220010319	240-35-6341.00-104-399000	FOOD DELIVERED	47.73	N
			003625	1205229035430	240-35-6341.00-104-399021	FOOD DELIVERED	263.52	N
			003625	1207229039420	240-35-6341.00-104-399021	FOOD DELIVERED	238.65	N
			003625	1205229035429	240-35-6341.00-105-399000	FOOD DELIVERED	489.61	N
			003625	1209229042311	240-35-6341.00-105-399000	FOOD DELIVERED	581.21	N
			003625	1207229039419	240-35-6341.00-105-399000	FOOD DELIVERED	374.95	N
			003625	1205229035429	240-35-6341.00-105-399021	FOOD DELIVERED	244.81	N
			003625	1209229042311	240-35-6341.00-105-399021	FOOD DELIVERED	290.61	N
			003625	1207229039419	240-35-6341.00-105-399021	FOOD DELIVERED	187.48	N
						Totals for Check 103011	**8,207.26**	
103012	12-15-2022	HAABE	231429	0838	199-23-6495.00-001-399000	S, WALKER - MEMBERSHIP DUES	280.00	N
103013	12-15-2022	ITALIANO'S RESTAURAN	003641	01-03-2023	199-41-6497.00-750-399000	ARCHITECT INTERVIES 1/3	112.34	N
103014	12-15-2022	ITALIANO'S RESTAURAN	003641	70774	199-36-6299.86-001-391000	BI DIST PLAYOFF 11/11 MELAS	386.33	N
103015	12-15-2022	JASON'S DELI	231388	12/07/22	199-33-6497.00-999-399033	SHAC MEETING FOOD	105.84	N
103016	12-15-2022	JOHNNY C ZOLMAN	231424	141222	199-41-6299.00-750-399000	SCHOOL FINANCE SVC AGREEM	1,200.00	N
103017	12-15-2022	JUDY JUDY	003646	WREATHS	199-34-6399.00-999-399000	WREATHS - REIMB	35.90	N
103018	12-15-2022	JW PEPPER & SON INC.	231169	364832375	199-11-6399.29-001-311000	BAND - R. MEADOWS	55.00	N
			231169	364771522	199-11-6399.29-001-311000	BAND - R. MEADOWS	14.00	N
			231169	364734595	199-11-6399.29-001-311000	BAND - R. MEADOWS	215.00	N
			231169	364721403	199-11-6399.29-001-311000	BAND - R. MEADOWS	138.99	N
						Totals for Check 103018	**422.99**	
103019	12-15-2022	K&R PROPANE	230054	028368	199-34-6311.00-999-399000	Propane	2,240.00	N
103020	12-15-2022	KELI LEWIS	003650	CN ACCT	240-00-5751.00-000-300000	CN ACCOUNT REFUND	15.50	N
103021	12-15-2022	KURZ AND COMPANY	003624	211173400012	240-35-6341.00-001-399000	FOOD DELIVERED	327.01	N
			003624	211173400012	240-35-6341.00-001-399021	FOOD DELIVERED	4.79	N
			003624	211173400013	240-35-6341.00-041-399000	FOOD DELIVERED	79.89	N
			003624	211173400016	240-35-6341.00-101-399000	FOOD DELIVERED	95.80	N
			003624	211173400017	240-35-6341.00-102-399000	FOOD DELIVERED	127.42	N
			003624	211173400014	240-35-6341.00-104-399000	FOOD DELIVERED	189.47	N

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			003624	211173400014	240-35-6341.00-104-399021	FOOD DELIVERED	9.58	N
			003624	211173400015	240-35-6341.00-105-399000	FOOD DELIVERED	105.73	N
			003624	211173400015	240-35-6341.00-105-399021	FOOD DELIVERED	52.87	N
						Totals for Check 103021	**992.56**	
103022	12-15-2022	LABATT FOOD SERVICE	003630	12069580	240-35-6341.00-001-399000	FOOD DELIVERED	6,402.58	N
				12069580	240-35-6341.00-001-399000	NO LONGER SMART SNACK	-69.98	N
			003630	12069580	240-35-6341.00-001-399021	FOOD DELIVERED	1,790.48	N
			003630	12069582	240-35-6341.00-041-399000	FOOD DELIVERED	5,756.91	N
			003630	12069579	240-35-6341.00-041-399021	FOOD DELIVERED	1,738.97	N
			003630	12069581	240-35-6341.00-101-399000	FOOD DELIVERED	2,733.39	N
			003630	12069581	240-35-6341.00-101-399021	FOOD DELIVERED	892.73	N
			003630	12069582	240-35-6341.00-102-399000	FOOD DELIVERED	2,226.28	N
			003630	12069582	240-35-6341.00-102-399021	FOOD DELIVERED	1,766.34	N
			003630	12069578	240-35-6341.00-104-399000	FOOD DELIVERED	2,710.54	N
			003630	12069578	240-35-6341.00-104-399021	FOOD DELIVERED	633.61	N
			003630	12069577	240-35-6341.00-105-399000	FOOD DELIVERED	1,829.63	N
			003630	12069577	240-35-6341.00-105-399021	FOOD DELIVERED	742.73	N
			003630	12069580	240-35-6342.00-001-399000	FOOD DELIVERED	476.36	N
			003630	12069579	240-35-6342.00-001-399021	FOOD DELIVERED	133.57	N
			003630	12069580	240-35-6342.00-001-399021	FOOD DELIVERED	476.36	N
			003630	12069579	240-35-6342.00-041-399000	FOOD DELIVERED	267.15	N
			003630	12069581	240-35-6342.00-101-399000	FOOD DELIVERED	103.33	N
			003630	12069581	240-35-6342.00-101-399021	FOOD DELIVERED	103.33	N
			003630	12069582	240-35-6342.00-102-399000	FOOD DELIVERED	850.54	N
			003630	12069578	240-35-6342.00-104-399000	FOOD DELIVERED	40.33	N
			003630	12069578	240-35-6342.00-104-399021	FOOD DELIVERED	35.00	N
			003630	12069577	240-35-6342.00-105-399000	FOOD DELIVERED	659.12	N
			003630	12069577	240-35-6342.00-105-399021	FOOD DELIVERED	329.57	N
						Totals for Check 103022	**32,628.87**	
103023	12-15-2022	LEARNING A-Z	231280	6165095	199-11-6399.55-105-330000	Instructional Reading	117.00	N
103024	12-15-2022	LIBERTY OFFICE	231116	689766	199-11-6399.53-041-330000	JH FURNITURE 22-23	587.80	N
103025	12-15-2022	LONE STAR A/C	003619	LS1958	240-35-6249.00-101-399000	WALK IN FREEZER B REPAIR	240.00	N
103026	12-15-2022	LUIS CABRERA	003639	12092022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	165.00	N
103027	12-15-2022	MCCOY CORPORATION	230194	9834088	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	198.04	N
			230194	9834294	199-51-6319.00-999-399000	MAINTENANCE SUPPLIES	123.60	N
						Totals for Check 103027	**321.64**	
103028	12-15-2022	MICHAEL SKRABANEK	003635	12132022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	165.00	N
103029	12-15-2022	MUSIC & ARTS	003631	INV032700289	199-11-6396.29-001-311000	BAND SUPPLIES	505.61	N
103030	12-15-2022	NAPT	230035	4858	199-34-6495.00-999-399000	Membership Fees	115.00	N
103031	12-15-2022	NOREGON SYSTEMS, IN	230055	INV00156046	199-34-6397.00-999-399000	Vehicle Maintenance Software	1,499.00	N

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103032	12-15-2022	O'REILLY AUTOMOTIVE	230260	NOVEMBER	199-34-6319.00-999-399000	Parts	1,543.89	N
103033	12-15-2022	OPTIMUM B2B DEPT.126	230903	100943806	199-11-6299.00-999-311053	OPEN PO FOR OPTICAL ETHERN	493.86	N
103034	12-15-2022	NCS PEARSON, INC.	231367	20180069	199-31-6339.00-999-321000	GT Materials	3,852.50	N
103035	12-15-2022	PINNACLE MEDICAL MA	230037	98780	199-34-6218.00-999-399000	Physicals & Drug Testing	565.00	N
			230037	98824	199-34-6218.00-999-399000	Physicals & Drug Testing	60.00	N
						Totals for Check 103035	**625.00**	
103036	12-15-2022	PIONEER MANUFACTUR	230617	INV866136	199-51-6399.79-999-399091	ATHLETIC FIELD SUPPLIES	365.00	N
103037	12-15-2022	FOUR PZ PIZZA, INC.	231078	12/2 00040	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	45.00	N
			231078	12/3 00002	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	65.00	N
			231078	12/3 00003	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	75.00	N
			231078	12/3 00004	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	125.00	N
			231078	12/3 00005	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	35.00	N
			231078	12/3 0131	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	35.00	N
			231078	12/4 00029	168-61-6399.00-999-399000	PIZZAS FOR CONC/PARTIES	155.00	N
						Totals for Check 103037	**535.00**	
103038	12-15-2022	PS LIGHTWAVE, INC.	230326	RC00088780	199-11-6299.00-999-311053	SISD ISP AND WAN	1,400.00	N
			230326	RC00088389	199-11-6299.00-999-311053	SISD ISP AND WAN	3,509.00	N
						Totals for Check 103038	**4,909.00**	
103039	12-15-2022	QUILL CORP.	231177	28643048	199-00-1312.00-000-300000	DISTRICT STOCK 2022-23	415.60	N
103040	12-15-2022	RANDALL REED'S PLAN	003621	525714	199-34-6319.00-999-399000	PARTS	30.23	N
103041	12-15-2022	RAPTOR	231426	INV58129	199-61-6299.00-999-399000	Criminal History for Volunteer	800.00	N
103042	12-15-2022	REGION 4 ESC	231340	165316260	199-13-6411.00-001-399000	L. HARRIS - BIL/ESL TRAINING	150.00	N
			231171	150806455	199-13-6411.00-999-323023	Dyslexia Training	150.00	N
			231314	F99607	282-11-6299.00-999-311200	AFTERSCHOOL TUTORING BOOK	153.00	N
						Totals for Check 103042	**453.00**	
103043	12-15-2022	REGION VI - ED. SERV.	230038	061159	199-34-6239.00-999-399000	School Bus Driver Certificatio	125.00	N
103044	12-15-2022	ALLIED WASTE SERVICE	230250	0853007090186	199-51-6259.75-999-399000	DIST DUMPSTER 22-23	5,943.86	N
103045	12-15-2022	RIVER OAKS ACADEMY	230374	4732	224-11-6299.00-999-323000	Off Campus Student Placement	7,000.00	N
			230374	4734	224-11-6299.00-999-323000	Off Campus Student Placement	6,200.00	N
						Totals for Check 103045	**13,200.00**	
103046	12-15-2022	RO BUTLER	003649	1/11-1/14	199-13-6411.00-001-399000	TX THESPIAN CONF TRAVEL	108.00	N
103047	12-15-2022	ROGERS, MORRIS, & GR	231425	52254	199-41-6211.00-702-399000	BOARD LEGAL FEES	5,510.90	N
103048	12-15-2022	SKYLINE EQUIPMENT , L	003643	SVINV011657	169-36-6299.00-001-391000	HS DRYER REPAIR	492.50	N
			003643	SVINV011660	169-36-6299.00-001-391000	HS DRYER REPAIR	224.88	N
						Totals for Check 103048	**717.38**	
103049	12-15-2022	SOUTHWEST ELECTRIC	230189	S20110*1	699-81-6619.00-999-399000	ROAD LIGHTING INSTALL @ HS	70,000.00	N
103050	12-15-2022	STANTEC ARCHITECTU	003644	2007875	199-41-6219.00-750-399000	BOND PLANNING AND ED SPEC	40,350.10	N
103051	12-15-2022	STEVE HOPKINS	003638	12132022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	75.00	N

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103052	12-15-2022	MIDWAY FAST FOODS	231377	1/A 528081	199-13-6497.00-999-323023	Sped SPP Meeting	79.05	N
103053	12-15-2022	SULLIVAN SUPPLY SOU	231387	PSI350955	244-11-6399.00-001-322000	ANIMAL SCIENCE BLOWERS	2,057.20	N
103054	12-15-2022	SUNSET FIRE & SECURI	230491	019725	199-51-6249.77-999-399000	SECURITY MONITORING FEE	1,190.70	N
103055	12-15-2022	T & R MECHANICAL, INC.	230353	B22-827	199-51-6248.77-999-399000	HVAC SERVICES @ GLE	2,175.00	N
			230687	B22-852	199-51-6248.77-999-399000	HVAC SERVICES @ HS	525.00	N
			230687	B22-913	199-51-6248.77-999-399000	HVAC SERVICES @ HS	1,089.00	N
			230687	B22-914	199-51-6248.77-999-399000	HVAC SERVICES @ HS	1,890.00	N
			230687	B22-1035	199-51-6248.77-999-399000	HVAC SERVICES @ HS	421.49	N
			230687	B22-1131	199-51-6248.77-999-399000	HVAC SERVICES @ HS	315.00	N
			231205	B22-1155	282-51-6248.77-999-399001	HVAC REPAIR @ PWE	7,490.00	N
						Totals for Check 103055	**13,905.49**	
103056	12-15-2022	TASA	231369	152660	199-41-6411.00-750-399000	TASA MID-WINTER CONF CONKLI	360.00	N
			231369	152672	199-41-6411.00-750-399000	TASA MID-WINTER CONFERENCE	445.00	N
						Totals for Check 103056	**805.00**	
103057	12-15-2022	TASCO	230821	121945/4	199-11-6399.64-001-322000	AUTO BODY SUPPLIES	2,487.75	N
103058	12-15-2022	TCEA	231210	20666837	199-12-6411.00-999-399000	TCEA CONFERENCE BROOKS	349.00	N
			231210	20668081	199-12-6411.00-999-399000	TCEA CONFERENCE GARRETT	349.00	N
			231210	20648231	199-12-6411.00-999-399000	TCEA CONFERENCE FAULKNER	399.00	N
						Totals for Check 103058	**1,097.00**	
103059	12-15-2022	TCEQ	230976	PHS0211330	199-51-6259.74-999-399000	WWTP/WTP ANNUAL FEES	637.00	N
103060	12-15-2022	TDINDUSTRIES, INC	231200	FTI-083032	199-51-6249.00-999-399000	TEST GAS SYSTEM @ JH	2,850.00	N
103061	12-15-2022	THE COLLEGE BOARD	231155	EA00174314	199-11-6321.00-001-311039	Pre-AP Teacher Resources	110.00	N
103062	12-15-2022	THE GUN ROOM, LLC	003645	20-40	199-52-6399.00-999-399000	AMMO FOR PD DEPT	1,080.00	N
103063	12-15-2022	THOMAS BUS GULF	231356	SIP-02565214	199-34-6319.00-999-399000	Parts	255.62	N
			231356	SIP-02565039	199-34-6319.00-999-399000	Parts	88.62	N
			231356	SIP-02565068	199-34-6319.00-999-399000	Parts	306.26	N
			231356	SIP-02565186	199-34-6319.00-999-399000	Parts	1,302.72	N
			231356	SIP-02565269	199-34-6319.00-999-399000	Parts	465.29	N
			231356	SIP-02565370	199-34-6319.00-999-399000	Parts	306.60	N
						Totals for Check 103063	**2,725.11**	
103064	12-15-2022	THOMPSON & HORTON	231381	54152	199-41-6211.00-702-399000	BOARD LEGAL FEES	335.00	N
103065	12-15-2022	TMEA REGION IX VOCAL	231404	SSC AREA C 1/7	199-36-6412.22-001-399000	C. REYNA - CHOIR	14.00	N
103066	12-15-2022	TORRIS BADGER	003634	12132022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	165.00	N
103067	12-15-2022	TOTAL GRAPHIC	230040	235	199-34-6399.00-999-399000	Department Shirts	300.00	N
103068	12-15-2022	TROY REYNOLDS	003648	12/11-13	410-11-6411.00-999-311000	IMCATS CONF TRAVEL	72.00	N
103069	12-15-2022	UNIVERSAL NATURAL G	230221	ACCT#400650	199-51-6259.73-999-399000	DISTRICT GAS	538.87	N
103070	12-15-2022	US ACADEMIC	231349	2220801	199-36-6399.36-001-399000	D. HINNANT - ACADEMIC OCTATH	279.71	N
			231349	2220801	199-36-6399.37-001-399000	D. HINNANT - ACADEMIC OCTATH	969.29	N
						Totals for Check 103070	**1,249.00**	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
103071	12-15-2022	WHITNIE RICHARDSON	003628	12122022	169-36-6294.00-001-391000	BASKETBALL OFFICIAL	110.00	N
103072	12-15-2022	YUMI ICE CREAM CO., IN	003623	23637643	240-35-6341.00-041-399000	FOOD DELIVERED	364.56	N
			003623	23637645	240-35-6341.00-101-399000	FOOD DELIVERED	350.40	N
			003623	23637644	240-35-6341.00-102-399000	FOOD DELIVERED	438.72	N
			003623	24234674	240-35-6341.00-104-399000	FOOD DELIVERED	356.64	N
			003623	23637642	240-35-6341.00-105-399000	FOOD DELIVERED	725.76	N
						Totals for Check 103072	**2,236.08**	
135865	12-15-2022	ATPE	DEDCH		863-00-2159.00-800-300000	DEC DED MISCELLANEOUS	178.00	N
135866	12-15-2022	TEXAS CLASSROOM TE	DEDCH		863-00-2159.00-802-300000	DEC DED MISCELLANEOUS	197.43	N
135867	12-15-2022	TIVA	DEDCH		863-00-2159.00-709-300000	DEC DED MISCELLANEOUS	29.16	N
135868	12-15-2022	TEXAS AFT/PROF EDUC	DEDCH		863-00-2159.00-804-300000	DEC DED MISCELLANEOUS	140.00	N
135869	12-15-2022	WILLIAM E. HEITKAMP, T	DEDCH		863-00-2159.00-108-300000	DEC DED MISCELLANEOUS	1,460.00	N
135870	12-15-2022	TCG ADMINISTRATORS	DEDCH		863-00-2159.00-100-300000	DEC DED 457 DEFERRED COMP.	5,943.22	N
			DEDCH		863-00-2159.00-415-300000	DEC DED TAX SHEL. ANNUITY	11,132.66	N
			DEDCH		863-00-2159.00-416-300000	DEC DED ROTH ANNUITY	1,905.00	N
			DEDCH		863-00-2159.00-418-300000	DEC DED PAYROLL DEDUCTION	5,720.00	N
			DEDCH		863-00-2159.00-419-300000	DEC DED 457 DEFERRED COMP.	7,881.40	N
						Totals for Check 135870	**32,582.28**	
135871	12-15-2022	FINANCIAL BENEFIT SE	DEDCH		863-00-2153.00-310-300000	DEC DED LIFE INSURANCE	603.00	N
			DEDCH		863-00-2153.00-311-300000	DEC DED LIFE INSURANCE	9,476.60	N
			DEDCH		863-00-2159.00-312-300000	DEC DED MISCELLANEOUS	2,251.58	N
			DEDCH		863-00-2159.00-313-300000	DEC DED MISCELLANEOUS	195.00	N
			DEDCH		863-00-2159.00-504-300000	DEC DED MISCELLANEOUS	14,065.10	N
			DEDCH		863-00-2159.00-508-300000	DEC DED MISCELLANEOUS	6,121.22	N
			DEDCH		863-00-2159.00-512-300000	DEC DED MISCELLANEOUS	5,893.28	N
			DEDCH		863-00-2159.00-514-300000	DEC DED MISCELLANEOUS	771.90	N
			DEDCH		863-00-2159.00-520-300000	DEC DED MISCELLANEOUS	2,212.00	N
			DEDCH		863-00-2159.00-521-300000	DEC DED MISCELLANEOUS	5,392.96	N
			DEDCH		863-00-2159.00-522-300000	DEC DED MISCELLANEOUS	5,144.58	N
			DEDCH		863-00-2159.00-523-300000	DEC DED MISCELLANEOUS	881.80	N
			DEDCH		863-00-2159.00-600-300000	DEC DED MISCELLANEOUS	472.10	N
			DEDCH		863-00-2159.00-601-300000	DEC DED MISCELLANEOUS	1,807.04	N
			DEDCH		863-00-2159.00-607-300000	DEC DED MISCELLANEOUS	3,847.14	N
			DEDCH		863-00-2159.00-613-300000	DEC DED MISCELLANEOUS	3,336.04	N
			DEDCH		863-00-2159.00-614-300000	DEC DED MISCELLANEOUS	13,653.24	N
			DEDCH		863-00-2159.00-619-300000	DEC DED MISCELLANEOUS	3,652.50	N
			DEDCH		863-00-2159.00-620-300000	DEC DED MISCELLANEOUS	5,122.98	N
						Totals for Check 135871	**84,900.06**	
135872	12-15-2022	EECU	DEDCH		863-00-2159.00-616-300000	DEC DED HSA	3,499.16	N
135873	12-15-2022	HIGGINBOTHAM	DEDCH		863-00-2159.00-611-300000	DEC DED DEPENDENT CHILD CA	1,266.66	N
			DEDCH		863-00-2159.00-612-300000	DEC DED MISCELLANEOUS	10,720.70	N
						Totals for Check 135873	**11,987.36**	

	Total Checks	**769,052.44**

End of Report

BOARD CHECK PAYMENT RECAP
For the month ending Dec 31, 2022

ACCOUNTS PAYABLE		
Skating Rink		5,314.74
Athletics		12,739.90
General Fund		446,440.19
Food Service		99,584.16
Bond Fund		70,000.00
Payroll Clearing		134,973.45
TOTAL ACCOUNTS PAYABLE*	**$**	**769,052.44**
PAYROLL		
Skating Rink		13,130.91
General Fund		3,132,967.52
Food Service		96,539.80
Grants		415,026.89
TOTAL PAYROLL	**$**	**3,657,665.12**
WIRE TRANSFERS		
Bond Payments to Computershare		-
Bond Payments to Bank of NY Mellon		-
Other Wires		-
TOTAL OUTGOING WIRES	**$**	**-**
TOTAL DISBURSEMENTS	**$**	**4,426,717.56**

*See attached Check Register

Signed:

Stacey Swanson, Accountant

Kevin Lynch, Asst. Superint of Business

Check Nbr	Check Date	Payee	Organization	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount
					Totals for Fund 168 / 3	5,314.74
					Totals for Fund 169 / 3	12,739.90
					Totals for Fund 199 / 3	399,045.50
					Totals for Fund 211 / 3	7,689.04
					Totals for Fund 224 / 3	14,300.00
					Totals for Fund 240 / 3	99,584.16
					Totals for Fund 244 / 3	2,057.20
					Totals for Fund 255 / 3	2,643.05
					Totals for Fund 282 / 3	20,633.40
					Totals for Fund 410 / 3	72.00
					Totals for Fund 699 / 3	70,000.00
					Totals for Fund 863 / 3	134,973.45
					Totals For Checks	769,052.44

Estimated Number Of Unpaid Checks To Print:

End of Report

Splendora ISD Investment Report
December-22

FUND	ACCOUNT	INTEREST RATE	INVESTMENT LOCATION	BEGINNING BALANCE	DEPOSITS / (WITHDRWS)	INTEREST EARNED	FISCAL YTD INTEREST	ENDING BALANCE	TOTAL BY FUND
199	GENERAL OPERATING								
	Checking Account	0.59%	Southside Bank	3,405,894.93	7,401,197.24	1,856.56	6,538.08	10,808,948.73	
	TexPool	3.98%	TexPool	6,060,030.40	(0.00)	20,483.90	68,683.28	6,080,514.30	
	Government Overnight Fund	3.74%	LoneStar Inv Pool	1,715,262.89	0.00	5,941.41	24,397.23	1,721,204.30	
	Texas CLASS Government	3.85%	Texas CLASS Pool	1,032,456.89	0.00	3,381.88	25,983.36	1,035,838.77	
									19,646,506.10
599	DEBT SERVICE								
	Money Market Account	0.71%	Southside Bank	433,245.03	1,598,952.45	905.63	1,244.83	2,033,103.11	
									2,033,103.11
699	CAPITAL PROJECTS								
	Checking Account	0.57%	Southside Bank	839,567.68	(70,000.00)	383.74	1,862.00	769,951.42	
	TexPool	3.98%	TexPool	2,048,593.38	0.00	6,924.57	28,441.34	2,055,517.95	
									2,825,469.37
240	FOOD SERVICES								
	Checking Account	0.57%	Southside Bank	905,187.69	(129,995.53)	390.12	2,034.74	775,582.28	
	TexPool	3.98%	TexPool	521,548.38	0.00	1,762.94	5,101.67	523,311.32	
									1,298,893.60
					TOTALS	**42,030.75**	**164,286.53**	**25,803,972.18**	**25,803,972.18**

Signed:

Stacey Swanson, Accountant

Kevin Lynch, CFO

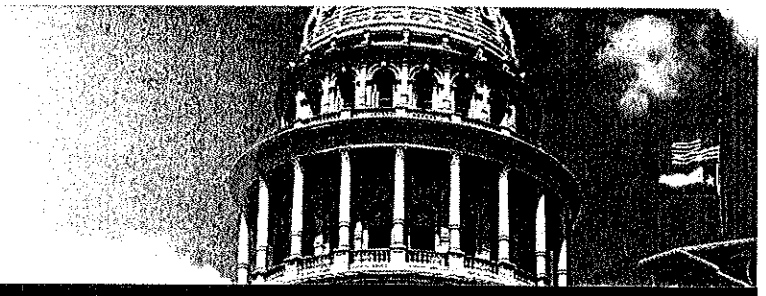
		EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
168 / 3	SKATING RINK	220,000.00	-17,605.88	-147,133.48	72,866.52	66.88%
169 / 3	ATHLETICS	80,000.00	-1,805.00	-61,059.35	18,940.65	76.32%
199 / 3	GENERAL FUND	49,217,275.00	-3,819,969.75	-14,614,585.36	34,602,689.64	29.69%
240 / 3	NATL SCHOOL LUNCH	3,338,000.00	-65,402.65	-1,142,838.72	2,195,161.28	34.24%
599 / 3	DEBT SERVICE	7,687,000.00	-1,785,287.35	-2,222,986.26	5,464,013.74	28.92%
699 / 3	CAPITAL PROJECTS	.00	-7,308.31	-30,303.34	-30,303.34	.00%
	Total 5000 Revenues	**60,542,275.00**	**-5,912,378.94**	**-18,218,906.51**	**42,323,368.49**	**30.09%**
	Total 7000 Revenues	**.00**	**215,000.00**	**.00**	**.00**	**.00%**
	Total Revenues	**60,542,275.00**	**-5,697,378.94**	**-18,218,906.51**	**42,323,368.49**	**30.09%**

		Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
168 / 3	SKATING RINK	-185,000.00	11,930.83	112,795.86	19,720.73	-60,273.31	60.97%
169 / 3	ATHLETICS	-310,000.00	17,188.08	166,948.02	15,651.76	-125,863.90	53.85%
199 / 3	GENERAL FUND	-52,602,275.00	1,957,550.21	18,160,985.42	3,411,729.54	-32,483,739.37	34.53%
240 / 3	NATL SCHOOL LUNCH	-3,838,000.00	82,958.05	1,254,337.99	197,789.04	-2,500,703.96	32.68%
599 / 3	DEBT SERVICE	-6,667,000.00	.00	876,121.88	.00	-5,790,878.12	13.14%
699 / 3	CAPITAL PROJECTS	-2,865,166.03	.00	70,000.00	70,000.00	-2,795,166.03	2.44%
	Total 6000 Expenditures	**-66,467,441.03**	**2,069,627.17**	**20,641,189.17**	**3,929,891.07**	**-43,756,624.69**	**31.05%**
	Total 8000 Expenditures	**.00**	**.00**	**.00**	**-215,000.00**	**.00**	**.00%**
	Total Expenditures	**-66,467,441.03**	**2,069,627.17**	**20,641,189.17**	**3,714,891.07**	**-43,756,624.69**	**31.05%**

End of Report

SPLENDORA ISD MC TAX COLLECTION
November-22

YEAR	M&O AMOUNT	I&S AMOUNT	LEVY PAID	P&I AMOUNT	ATTORNEY	TOTAL
2022	739,781.64	349,295.53	1,089,077.17	0.00	0.00	1,089,077.17
2021	7,856.90	3,642.45	11,499.35	3,664.74	3,982.34	19,146.43
2020	955.59	421.36	1,376.95	914.26	794.01	3,085.22
2019	229.59	92.41	322.00	519.94	114.17	956.11
2018	200.09	73.54	273.63	158.70	86.47	518.80
2017	233.71	85.90	319.61	223.62	108.65	651.88
2016	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00
PRIOR	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**$749,257.52**	**$353,611.19**	**$1,102,868.71**	**$5,481.26**	**$5,085.64**	**$1,113,435.61**



Monthly Newsletter: January 2023

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in December 2022:

TexPool

Cumberland Academy

Southeast Regional MD Defined Area No. 1

TexPool *Prime*

Cumberland Academy

City of Fair Oaks Ranch

Upcoming Events

January 28, 2023 - February 1, 2023
Texas Association of School Administrators (TASA) Midwinter conference 2023
Austin, TX

February 2, 2023 - February 4, 2023
SAFE-D 2023 Annual Conference
Round Rock, TX

February 13, 2023 - February 17, 2023
Texas Association of School Business Officials (TASBO) Annual Conference
San Antonio, TX

February 26, 2023 - March 1, 2023
Government Treasurers' Organization of Texas (GTOT) Winter Seminar
San Antonio, TX

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver Deborah Laudermilk
Valarie Van Vlack
David Landeros
Sharon Matthews
David Garcia
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Sweet spot

January 1, 2023

In December, the Federal Reserve loosened the reins of its galloping monetary policy but did not signal an imminent return trip. Based on still-accelerating inflation in September and October, the Federal Open Market Committee (FOMC) pressed forward with its fourth 75 basis-point hike of the fed funds range at its early November meeting. But as inflation data softened in November, the committee opted to raise rates by 50 basis points at its mid-December meeting, setting the new range at 4.25-4.50%. The markets responded enthusiastically to both the new inflation figures, predicting the aggressive campaign was drawing to an end. Chair Jerome Powell pushed back at this notion in his post-meeting press conference, emphasizing the central bank is determined not just to restore price stability but also prevent a rebound similar to what happened in the 1970s, when many now think policymakers stopped their anti-inflation campaign too soon.

The Summary of Economic Projections released in December indicated other Fed officials agreed with the tightening policy. No less than 17 of 19 FOMC participants expected the target rate to be in a range of at least 5-5.25% at the end of 2023—and most thought a sharp economic slowdown, if not an outright recession, will be needed to pull inflation down to

(continued page 6)

Performance as of December 31, 2022

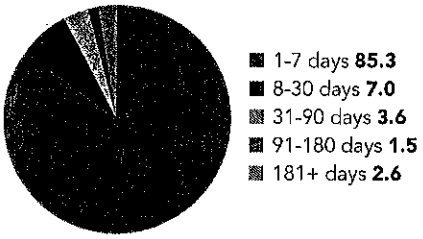
	TexPool	TexPool *Prime*
Current Invested Balance	$27,858,879,006	$9,928,590,231
Weighted Average Maturity**	15 Days	17 Days
Weighted Average Life**	77 Days	56 Days
Net Asset Value	0.99972	0.99988
Total Number of Participants	2,749	472
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$87,542,966.02	$34,172,551.00
Management Fee Collected	$767,162.86	$368,718.85
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$25,905,379,983	$9,391,856,477
Average Monthly Rate*	3.98%	4.28%
Average Weighted Average Maturity**	17	15
Average Weighted Average Life**	83	60

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

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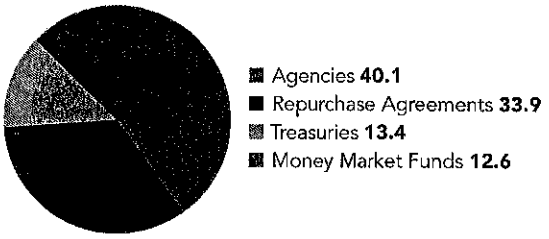
Portfolio by Maturity (%)

As of December 31, 2022



Portfolio by Type of Investment (%)

As of December 31, 2022



Portfolio Asset Summary as of December 31, 2022

	Book Value	Market Value
Uninvested Balance	$1,036.73	$1,036.73
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	69,879,816.93	69,879,816.93
Interest and Management Fees Payable	-87,542,996.68	-87,542,996.68
Payable for Investments Purchased	-640,000,000.00	-640,000,000.00
Accrued Expenses & Taxes	-50,640.24	-50,640.24
Repurchase Agreements	9,670,213,000.00	9,670,213,000.00
Mutual Fund Investments	3,609,074,000.00	3,609,085,200.00
Government Securities	11,431,103,560.39	11,424,520,129.78
US Treasury Bills	2,117,305,021.30	2,116,404,005.57
US Treasury Notes	1,688,896,207.15	1,688,696,445.24
Total	**27,858,879,005.58**	**27,851,205,997.33**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	603	$8,330,391,475.63
Higher Education	60	$1,404,269,600.79
County	196	$3,655,090,681.66
Healthcare	92	$1,410,001,197.85
Utility District	906	$4,103,724,891.76
City	487	$7,582,757,017.97
Emergency Districts	99	$334,557,857.15
Economic Development Districts	85	$169,921,033.30
Other	221	$868,124,506.54

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

TEXPOOL

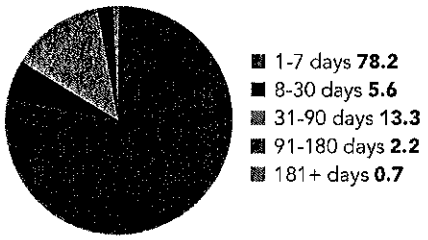
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
12/1	3.7622%	0.000103073	$24,841,559,693.68	0.99952	20	89
12/2	3.7635%	0.000103110	$24,834,108,284.13	0.99955	21	90
12/3	3.7635%	0.000103110	$24,834,108,284.13	0.99955	21	90
12/4	3.7635%	0.000103110	$24,834,108,284.13	0.99955	21	90
12/5	3.7702%	0.000103292	$24,864,789,190.87	0.99954	19	87
12/6	3.7688%	0.000103254	$24,864,557,320.52	0.99954	19	88
12/7	3.7631%	0.000103098	$24,958,141,078.21	0.99957	19	87
12/8	3.7634%	0.000103107	$24,977,998,672.82	0.99958	18	86
12/9	3.7637%	0.000103115	$25,149,447,525.62	0.99960	19	86
12/10	3.7637%	0.000103115	$25,149,447,525.62	0.99960	19	86
12/11	3.7637%	0.000103115	$25,149,447,525.62	0.99960	19	86
12/12	3.7648%	0.000103145	$25,220,228,050.25	0.99958	17	83
12/13	3.7647%	0.000103142	$25,205,911,936.85	0.99960	17	82
12/14	3.7646%	0.000103141	$25,113,521,588.97	0.99959	17	82
12/15	3.9601%	0.000108495	$25,136,176,308.71	0.99960	17	83
12/16	4.1651%	0.000114111	$25,313,382,936.21	0.99965	18	83
12/17	4.1651%	0.000114111	$25,313,382,936.21	0.99965	18	83
12/18	4.1651%	0.000114111	$25,313,382,936.21	0.99965	18	83
12/19	4.1692%	0.000114225	$25,398,593,249.84	0.99963	16	80
12/20	4.1499%	0.000113697	$26,561,221,939.50	0.99965	15	77
12/21	4.1540%	0.000113807	$26,655,398,098.53	0.99968	15	77
12/22	4.1567%	0.000113882	$27,082,759,739.20	0.99968	15	79
12/23	4.1729%	0.000114327	$27,389,361,816.11	0.99972	16	79
12/24	4.1729%	0.000114327	$27,389,361,816.11	0.99972	16	79
12/25	4.1729%	0.000114327	$27,389,361,816.11	0.99972	16	79
12/26	4.1729%	0.000114327	$27,389,361,816.11	0.99972	16	79
12/27	4.1812%	0.000114554	$26,719,343,313.40	0.99969	14	80
12/28	4.1814%	0.000114560	$26,924,057,725.07	0.99968	14	79
12/29	4.1801%	0.000114524	$27,376,500,039.82	0.99968	14	77
12/30	4.1765%	0.000114424	$27,858,879,005.58	0.99972	15	77
12/31	4.1765%	0.000114424	$27,858,879,005.58	0.99972	15	77
Average:	**3.9799%**	**0.000109037**	**$25,905,379,982.57**	**0.99963**	**17**	**83**

TEXPOOL *Prime*

Portfolio by Maturity (%)

As of December 31, 2022



Portfolio by Type of Investment (%)

As of December 31, 2022



Portfolio Asset Summary as of December 31, 2022

	Book Value	Market Value
Uninvested Balance	-$1,441.93	-$1,441.93
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	17,559,282.32	17,559,282.32
Interest and Management Fees Payable	-34,172,550.23	-34,172,550.23
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-25,401.16	-25,401.16
Repurchase Agreements	672,426,000.00	672,426,000.00
Commercial Paper	5,033,039,629.84	5,031,411,089.53
Mutual Fund Investments	830,153,483.22	829,777,066.44
Government Securities	217,503,072.47	217,582,836.33
Variable Rate Notes	3,192,108,156.25	3,192,784,856.40
Total	**9,928,590,230.78**	**9,927,341,737.70**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	135	$2,901,782,499.39
Higher Education	19	$617,127,265.16
County	50	$949,292,106.88
Healthcare	20	$413,903,864.66
Utility District	50	$428,462,625.71
City	92	$2,145,150,025.99
Emergency Districts	21	$51,305,792.80
Economic Development Districts	17	$29,096,313.47
Other	68	$2,392,344,498.82

TEXPOOL

TEXPOOL *Prime*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
12/1	4.0197%	0.000110128	$9,427,946,288.38	0.99968	11	56
12/2	4.0196%	0.000110125	$9,433,981,910.90	0.99960	12	57
12/3	4.0196%	0.000110125	$9,433,981,910.90	0.99960	12	57
12/4	4.0196%	0.000110125	$9,433,981,910.90	0.99960	12	57
12/5	4.0125%	0.000109931	$9,443,355,469.78	0.99972	10	56
12/6	4.0180%	0.000110081	$9,434,549,148.29	0.99975	10	56
12/7	4.0127%	0.000109938	$9,451,149,306.79	0.99977	10	55
12/8	4.0151%	0.000110004	$9,437,193,378.97	0.99979	10	55
12/9	4.0081%	0.000109812	$9,454,872,711.65	0.99970	11	55
12/10	4.0081%	0.000109812	$9,454,872,711.65	0.99970	11	55
12/11	4.0081%	0.000109812	$9,454,872,711.65	0.99970	11	55
12/12	4.0476%	0.000110892	$9,426,651,166.83	0.99981	9	55
12/13	4.0865%	0.000111958	$9,287,226,131.49	0.99981	10	57
12/14	4.1307%	0.000113170	$9,226,242,954.47	0.99984	14	63
12/15	4.2240%	0.000115726	$9,272,611,070.75	0.99984	17	66
12/16	4.4433%	0.000121733	$9,188,846,344.03	0.99974	19	67
12/17	4.4433%	0.000121733	$9,188,846,344.03	0.99974	19	67
12/18	4.4433%	0.000121733	$9,188,846,344.03	0.99974	19	67
12/19	4.5468%	0.000124569	$9,142,725,650.28	0.99988	17	66
12/20	4.5350%	0.000124246	$9,159,280,005.61	0.99990	17	65
12/21	4.5271%	0.000124031	$9,194,233,245.26	0.99991	17	64
12/22	4.5253%	0.000123982	$9,287,916,720.63	0.99992	17	63
12/23	4.5324%	0.000124176	$9,341,264,071.94	0.99976	18	63
12/24	4.5324%	0.000124176	$9,341,264,071.94	0.99976	18	63
12/25	4.5324%	0.000124176	$9,341,264,071.94	0.99976	18	63
12/26	4.5324%	0.000124176	$9,341,264,071.94	0.99976	18	63
12/27	4.5290%	0.000124081	$9,375,441,347.90	0.99993	16	59
12/28	4.5334%	0.000124202	$9,455,016,939.51	0.99993	16	59
12/29	4.5177%	0.000123772	$9,670,672,324.94	0.99993	16	57
12/30	4.5015%	0.000123330	$9,928,590,230.78	0.99988	17	56
12/31	4.5015%	0.000123330	$9,928,590,230.78	0.99988	17	56
Average:	**4.2847%**	**0.000117390**	**$9,391,856,477.39**	**0.99978**	**14**	**60**

Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

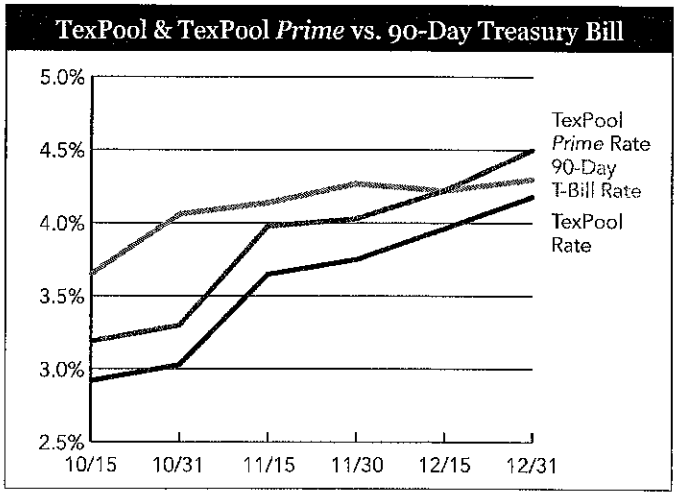
their preferred 2% level. They predicted that the robust labor market will finally roll over in 2023, with unemployment rate reaching 4.6%.

2023 Outlook

Cash should still reign The liquidity industry's gain from stock and bond investor pain should continue in 2023. In particular, with yields rising with each Fed hike. The Fed's quantitative tightening should finally have a meaningful effect on the front end of the curve as the amount of Treasuries moving from its balance sheet to the marketplace becomes big enough to provide relief

Inflation and the Fed Neither the elephant nor the 800-pound gorilla, respectively, will exit the room in 2023. Market enthusiasm over inflation's recent softening and expectations for a policy pivot suggest investors do not respect the Fed's resolve. They would be wise not to focus on the reduced magnitude of upcoming hikes (we expect 50 and 25 basis-point increases, respectively, in the next two meetings) but on the length of a pause that likely will follow. This is where the Fed will have wiggle room to bully the economy as it sees fit. The longer it maintains an elevated terminal rate—possibly a touch over 5%—the more pressure it will put on the economy. While we think inflation has peaked, we are positioning for a hawkish Fed in 2023.

At the end of December, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 4%, 4.42%, 4.70% and 4.70%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 4.36%, 4.62%, 5.01% and 5.43%, respectively; and the 1-, 3-, 6- and 12-month London interbank offered rates were 4.39%, 4.77%, 5.14% and 5.48%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

Lone★Star Investment Pool

Distributed by FIRST PUBLIC Member FINRA/SIPC



First Public
12007 Research Blvd
Austin, Texas 78759
800.558.8875 firstpublic.com

Fund Performance Update

November 30, 2022

Comments by Mellon, Investment Manager

Custodian Bank: State Street Bank

Investment Managers:
American Beacon Advisors and
Mellon Investments Corp (Dreyfus)

The Lone Star Investment Pool is endorsed by:

TASA TASB

The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. Investment in Lone Star Investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although Lone Star seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800.558.8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

U.S. Treasury yields on securities maturing beyond one year fell as the curve continued to invert. At the end of November, the one-year bill was yielding 95 basis points more than the 30-year bond. Equity prices rose in November as the S&P 500 index increased by over 5%. As expected, the Fed raised the target interest rate by 75 basis points at the November 2 FOMC meeting to a range of 3.75-4.00%. Less hawkish comments from some Fed officials pushed yields lower in the latter part of the month. On the last day of the month, Fed Chair Jerome Powell indicated that smaller interest rate hikes could start in December. After hikes of 75 basis points at four consecutive FOMC meetings, the Fed funds futures market is pricing in 50 basis points at the December 14 meeting. While inflation remains elevated, there have been signs of slowing price growth. The market will get multiple inflation reports prior to the December FOMC meeting, including consumer and producer price indexes. Third quarter GDP was revised slightly higher to 2.9%, which has modestly eased concerns of a pending recession.

Active Participants This Month

Schools and Colleges	574
Other Governmental Entities	80
Total	*654*

Lone★Star
Investment Pool

Government Overnight Fund

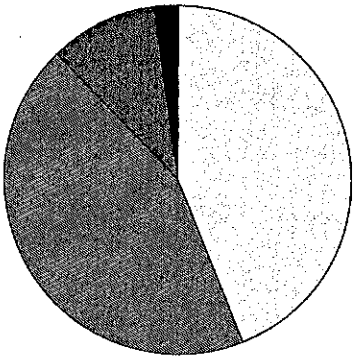
Return Information
November 30, 2022

Average Monthly Return (a)	3.74%
SEC 7-day Fund Yield (b)	3.83%
Weighted Average Maturity One (c)	5 days
Weighted Average Maturity Two (c)	86 days
Portfolio Maturing beyond One Year	7%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	1,987,905,399.19	1,987,905,399.19
US Treasuries	425,233,282.55	425,168,489.75
Agencies	1,981,951,927.28	1,981,973,988.64
Money Market Funds	96,110,357.82	96,110,357.82
Total Assets	*4,491,200,966.84*	*4,491,158,235.40*

Investment Distribution



Cash Repo	44%
Agencies	44%
Treasuries	10%
Money Market	2%

(a) The return information represents the average annualized rate of return on investments for the time period referenced. Return rates reflect a partial waiver of the Lone Star Investment Pool operating expense. Past performance is no guarantee of future results.

Lone★Star
Investment Pool

Corporate Overnight Fund

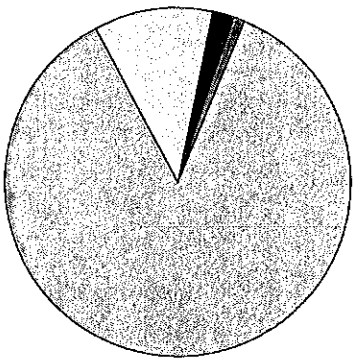
Return Information
November 30, 2022

Average Monthly Return (a)	3.96%
SEC 7-day Fund Yield (b)	4.06%
Weighted Average Maturity One (c)	15 days
Weighted Average Maturity Two (c)	63 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	334,180,783.88	334,180,783.88
US Treasuries	-	-
Agencies	24,990,833.33	24,988,867.50
Commercial Paper	2,652,724,963.02	2,652,441,352.49
Money Market Funds	79,666,515.76	79,664,511.97
Total Assets	*3,091,563,095.99*	*3,091,275,515.84*

Investment Distribution



Commercial Paper	86%
Cash Repo	11%
Money Market	2%
Agencies	1%

(b) **SEC 7-Day Yield Calculation**

$$Yield = 2\left[\left[\frac{a-b}{cd}+1\right]^{6}-1\right]$$

a - Dividend and interest income
b - Expenses accrued for the period
c - Average daily number of shares outstanding during the period that was entitled to dividends
d - Maximum offering price per share on the last day of the period

Lone★Star
Investment Pool

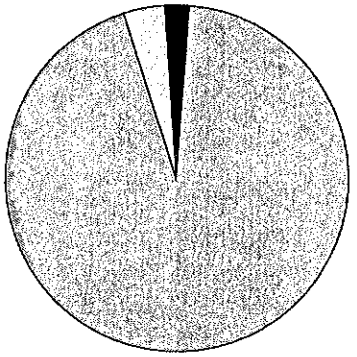
Corporate Overnight Plus Fund

Return Information

November 30, 2022

Average Monthly Return (a)	3.99%
SEC 7-day Fund Yield (b)	4.12%
Weighted Average Maturity One (c)	22 days
Weighted Average Maturity Two (c)	76 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Investment Distribution



Commercial Paper	94%
Cash Repo	4%
Money Market	2%

Inventory Position

	Book Value	Market Value
Cash/Repo	304,807,651.54	304,807,651.54
US Treasuries	-	-
Agencies	-	-
Commercial Paper	7,204,207,005.85	7,203,350,635.97
Money Market Funds	148,784,622.27	148,783,809.89
Total Assets	*7,657,799,279.66*	*7,656,942,097.40*

(c) The Weighted Average Maturity One calculation uses the industry standard definition of state maturity for floating rate instruments, the number of days until the next reset date. The Weighted Average Maturity Two calculation uses the final maturity of any floating rate instruments, as opined in Texas Attorney General Opinion No. JC0359.

SPLENDORA INDEPENDENT SCHOOL DISTRICT

FINANCIAL STATEMENT

January 17, 2023

THIS IS TO CERTIFY THAT THE BOARD OF EDUCATION OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT IN A MEETING WITH A QUORUM PRESENT ON THIS DATE APPROVED THE FINANCIAL STATEMENT FOR THE PERIOD ENDING DECEMBER 31, 2022

_____ _____

PRESIDENT SECRETARY

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 12, 2023

Agenda Business Items:

X **Consent Agenda Item**
(Board has acted on items such as this previously)
New Action
(Board has not seen information previously and allows for more time to discuss)

Information Only Items:

Presentation
❑ **Recognition**
❑ **Information**

Name of Person Responsible: Deana Eubanks

Department or Campus: Athletics Director

Topic: Athletic Donation

Background Information: Donations for JH sweats and HS track sweats.

Attachments: Copy of Check(s)

Superintendent's Resolutions: Recommended

SPLENDORA ATHLETIC BOOSTER CLUB
23747 FM 2090
SPLENDORA, TX 77372

1916
88-2360/1119

Date 12-15-22

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Splendora High School $ 1,980.00

One thousand nine hundred eighty & no/100 Dollars

Photo Safe Deposit® Details on back

SOUTHSIDE BANK

For HS girls track sweats Krista Hall

⑈111923607⑈01916 ⑈700100420⑈

SPLENDORA ATHLETIC BOOSTER CLUB
23747 FM 2090
SPLENDORA, TX 77372

1914
88-2360/1119

Date 12-15-22

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Splendora High School $ 2,625.00

Two thousand six hundred twenty-five no/100 Dollars

Photo Safe Deposit® Details on back

SOUTHSIDE BANK

For Boys JH Sweats Krista Hall

⑈111923607⑈01914 ⑈700100420⑈

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 12, 2023

Agenda Business Items:

- ☑ ~~**Consent Agenda Item**~~
  (Board has acted on items such as this previously)
- ❑ **New Action**
  (Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- ☐ **Presentation**
- ❑ **Recognition**
- ❑ **Information**

Name of Person Responsible: Jennifer Stewart

Department or Campus: SPED

Topic: SPED Donation

Background Information:

Attachments: Letters & Check

Superintendent's Resolutions: Recommended

The Mary H. Cain Foundation

December 29, 2022

Splendora Independent School District –
Special Services Department
Attention: Ms. Jennifer Stewart
26175 FM 2090
Splendora, Texas 77372

Dear Ms. Stewart:

I am pleased to inform you that The Mary H. Cain Foundation has approved funding in the amount of $15,000 to be applied towards the Splendora Independent School District – Special Services Department. These funds are to be used as outlined in your grant request to address the current needs in the Campus Programs Fund, Assistive Technology, and evaluation materials.

These funds are to be dispersed under the direction of Jennifer Stewart, Director of Special Services, and Paige Coats, M.A., CCC-SLP, Grants Coordinator.

Our check is enclosed, and it is requested that you forward a receipt at your earliest convenience to:

The Mary H. Cain Foundation
8 Greenway Plaza, Suite 606
Houston, Texas 77046

We wish you the greatest success.

Sincerely,

Margaret W. Weaver

Margaret W. Weaver
Chairman

MWW:plw
Enclosure

Eight Greenway Plaza, Suite 606 Houston, Texas 77046 (713) 840-7896 Fax (713) 877-8107

Splendora Independent School District

Special Services Department
26175 FM 2090, Splendora, Texas 77372
281-689-4325 • Fax 281-689-7826

December 22, 2022

Mrs. Margaret W. Weaver
The Mary H. Cain Foundation
8 Greenway Plaza, Suite 606
Houston, Texas 77046

Dear Mrs. Weaver:

The Splendora's ISD Special Education Services Team would greatly benefit from the Mary H. Cain Foundation's contribution to our department. As our school district is expanding, so are the needs of all the current and incoming students. With your contribution, we would be able to use funding toward Assistive Technology (devices, materials, training). Assistive Technology benefits students in special education to be able to access the curriculum and school environment more successfully. Additionally, the funding could provide each campus with evaluation kits on our own campuses. Evaluation kits are needed to test students with various potential disabilities. Currently, the district must share evaluation materials across campuses and personnel must drive back and forth to grab these daily and weekly. This would enable testing personnel to remain on campuses more often, without traveling back and forth to other campuses throughout the week. Further, with our numbers growing, the money could provide organizational office materials such as file cabinets, desks for support personnel, etc. as we anticipate the need for additional personnel in the very near future.

We greatly thank you and the Foundation for considering Splendora ISD and the Special Education Services Team.

Yours truly,

Paige Coats

Paige Coats, M.A., CCC-SLP
Speech-Language Pathologist
Instr. Support Services/Piney Woods Elementary

THE MARY H. CAIN FOUNDATION - ADMINISTRATIVE ACCOUNT 1748

GRANT-12/28/22	12/28/22	15,000.00	15,000.00

12/28/22 1748 SPLENDORA ISD $15,000.00

92

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER · HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT · DETECTION CIRCLE REVEALS A LOCK WHEN TESTED

THE MARY H. CAIN FOUNDATION
ADMINISTRATIVE ACCOUNT
EIGHT GREENWAY PLAZA, SUITE 606
HOUSTON, TEXAS 77046
TEL. 713.840.7896

1748

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
32-61-1110

1748

Memo: Allocate Funds per 12/29/22 Letter

DATE AMOUNT

PAY Fifteen Thousand and 00/100 Dollars Dec 28, 2022 $15,000.00

TO THE ORDER OF:
SPLENDORA ISD
for SPECIAL SERVICES DEPT
26175 FM 2090
SPLENDORA, TX 77372

Joseph W. Weaver
Pamela Woods
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001748⑈ ⑆111000614⑆ 695230474⑈

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 12, 2023

Agenda Business Items:

- ✔ **Consent Agenda Item**
  (Board has acted on items such as this previously)
- ❑ **New Action**
  (Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- ❑ **Presentation**
- ❑ **Recognition**
- ❑ **Information**

Name of Person Responsible: Jeff Burke

Department or Campus: Superintendent

Topic: Policy Update 120: including the following LOCAL policies:

CB(LOCAL), CKC(LOCAL), FNG(LOCAL), and FO(LOCAL)

Background Information: TASB Suggested Policy Updates

Attachments: Update Packet, Explanatory notes

Superintendent's Resolutions: Reviewed & Recommended

Explanatory Notes
TASB Localized Policy Manual Update 120

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AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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Revisions to this local policy are recommended at Other Complaint Processes to:

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- Encompass all instructional resources policies.
- Reference the required hearing procedure for eligibility disputes under school nutrition programs.

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Localized Policy Manual Update 120

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Update 120 contains local policies that require board action and adoption notification before we can incorporate the revisions into your district's Policy Online™ manual.

Please note that legal policies will not be published on Policy Online until the board acts on the local policies or specifically requests earlier publication.

What should I do to prepare for board adoption?

1. Log in to Policy Online[1] and select **Local Manual Updates** from the **My Policy Manual** drop-down menu, then click on **Numbered Updates**.
2. Download and save the numbered update resource material for **UPDATE 120**.
3. Present the local policies to your board for adoption. Provide your board with the explanatory notes and encourage them to review those along with the local policies.

How do I notify Policy Service that the board has adopted the update?

1. Following board action, go to Local Manual Updates, select the appropriate numbered update, then click the **Notify TASB of Board Action** link.
2. Fill out and submit the electronic form so we can incorporate the adopted policies into your district's Policy Online manual.
3. If there are additional changes, submit the annotated changes with your adoption notification.

Questions?

- For questions about Policy Online, visit the User's Guide[2] or contact pol-support@tasb.org.
- For questions about policy text, contact your district's assigned policy consultant.[3]

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[1] Policy Online: https://pol.tasb.org/
[2] Policy Online User's Guide: https://www.tasb.org/services/policy-service/resources/policy-online-user-s-guide.aspx
[3] Contact a Policy Service Consultant: https://www.tasb.org/services/policy-service/consultant-contact-information.aspx

Localized Policy Manual Update 120

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You can download a PDF of this update packet, annotated copies of the local policies, editable local policy text, and more under Local Manual Updates on Policy Online.[1]

Other materials, including an overview video of the local policy changes and a document outlining common legal issues specific to the local policies in this update, are also available in Local Manual Updates.

Need help? Please call your policy consultant at 800-580-7529 or email policy.service@tasb.org.

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(LEGAL) vs. (LOCAL): Remember the Difference 2
How to Place Policy Changes on the Agenda for Board Action 2
How to Notify Policy Service of Board Action 3
How to Keep Minutes 3
How to Maintain Your Historical Record 3
How to Keep Your Administrative Regulations Current 4
Disclaimer and Copyright 4

Overview

Update 120 includes revisions to legal policies based on updates to the Texas Administrative Code. Recommended changes to local policies address the following topics:

- Emergency plans
- Student and parent complaints/grievances
- Student discipline

For select districts, Update 120 may also include one or more local policies addressing the following topics:

- Board elections
- State and federal revenue sources
- Health and life insurance
- Employment
- School day

TASB Policy Service

Your Localized Update 120 packet also contains:

- **Explanatory Notes** describing the changes to each policy. Please note that, where appropriate, the Explanatory Notes ask you to verify that a particular policy reflects current district practice and to advise us of any changes needed so that our records and the district's policy manual accurately track the district's practice. Explanatory notes may also provide important information about policies not included in the update packet.
- **Instructions** for incorporating this update into each of the district's Localized Policy Manuals after board adoption. Use the enclosed Instruction Sheet as a guide to which policies should be added, replaced, and removed from your manual.

(LEGAL) vs. (LOCAL): Remember the Difference

Legal policies:

- Reflect the ever-changing legal context for governance and management of the district
- Should inform local decision making
- Should NOT be adopted, but only reviewed

Local policies:

- Require close attention by both the administration and the board
- Must reflect the practices of the district and the intentions of the board
- May only be changed by board action (adopt, revise, or repeal)

If your board adopts changes to the local policies contained in this packet, please notify your policy consultant.

How to Place Policy Changes on the Agenda for Board Action

TASB recommends that the district address this update on the agenda as follows:

"Policy Update 120:

- *(LEGAL) policies*
- *(LOCAL) policies (see attached list of codes)"*

Board action on the local policies included in the update must occur within a properly posted, open meeting of the board.

TASB Policy Service

- Include the “Agenda Posting” list, provided with the Update 120 materials under Local Manual Updates in Policy Online, on the agenda.
- A suggested motion for board action on the local policies included in the update:

  “I move that the board add, revise, or delete local policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 120 [with the following changes:]”

How to Notify Policy Service of Board Action

Notify Policy Service of the board’s action on Update 120 so our records remain accurate.

- In Policy Online, go to Local Manual Updates, select the numbered update, then click the Notify TASB of Board Action link.
- Fill out and submit the electronic form.

How to Keep Minutes

The board’s action on Localized Update 120 must be reflected in board minutes. Your minutes should include:

- The list of proposed local policy actions, such as the Instruction Sheet—annotated to reflect any changes made by the board
- The Explanatory Notes for the update (filed as an attachment to the minutes)
- Copies of new, replaced, or rescinded local policies

How to Maintain Your Historical Record

To construct a separate historical record of the manual, you must track the history of individual local policies. You should maintain a permanent historical record of every local policy adopted, revised, or rescinded by the board.

At a minimum, this record should include the following key pieces of information:

- Policy code
- Date of board action
- Text of policy

For more guidance on maintaining this record, please refer to *The Administrator’s Guide to Policy Management*, available under Additional Resources when you log in to Policy Online and select Local Manual Updates from the My Policy Manual drop-down menu, then click Numbered Updates.

How to Keep Your Administrative Regulations Current

Regulations Resource Manual[2] Update 66, which includes revisions to model regulations and forms corresponding with Update 120, is now available in the Policy Service Resource Library (*TASB login required*).

Inspect your district's administrative procedures and documents—including exhibits, regulations, handbooks, and guides—that may be affected by Update 120 policy changes.

If you must make changes to the regulations or exhibits contained in your board policy manual, please notify your policy consultant.

Disclaimer and Copyright

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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[1] Policy Online: https://pol.tasb.org/
[2] *TASB Regulations Resource Manual*: https://www.tasb.org/services/policy-service/mytasb/regulations-resource-manual.aspx

Instruction Sheet

TASB Localized Policy Manual Update 120

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Code	Type	Action To Be Taken	Note
AIC	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBD	(LEGAL)	Replace policy	Revised policy
BE	(LEGAL)	Replace policy	Revised policy
CB	(LOCAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CFA	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CKB	(LEGAL)	Replace policy	Revised policy
CKC	(LOCAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CRD	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHAB	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAE	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EIE	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EKBA	(LEGAL)	Replace policy	Revised policy
FB	(LEGAL)	Replace policy	Revised policy
FFA	(LEGAL)	Replace policy	Revised policy
FFAE	(LEGAL)	Replace policy	Revised policy
FFG	(LEGAL)	Replace policy	Revised policy
FFI	(LOCAL)	No policy enclosed	See explanatory note
FNG	(LOCAL)	Replace policy	Revised policy
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Interventions and Sanctions for School Districts

The commissioner of education shall take any of the actions authorized by Education Code Chapter 39A, Subchapter A, to the extent the commissioner determines necessary if:

Grounds for Commissioner Action

1. A district does not satisfy:
    a. The accreditation criteria under Education Code 39.052 [see AIA];
    b. The academic performance standards under Education Code 39.053 or 39.054 [see AIA]; or
    c. Any financial accountability standard as determined by commissioner rule [see CFA]; or
2. The commissioner considers the action to be appropriate on the basis of a special investigation under Education Code 39.003.

Education Code 39A.001

Authorized Commissioner Actions

If a district is subject to commissioner action, the commissioner may:

1. Issue public notice of the deficiency to the board;
2. Order a hearing to be conducted by the board to notify the public of:
    a. The insufficient performance;
    b. The improvements in performance expected by the Texas Education Agency (TEA); and
    c. The interventions and sanctions that may be imposed if the performance does not improve;
3. Order the preparation of a student achievement improvement plan that addresses each academic achievement indicator under Education Code 39.053(c) for which the district's performance is insufficient, the submission of the plan to the commissioner for approval, and the implementation of the plan;
4. Order a hearing to be held before the commissioner or the commissioner's designee at which the president of the board and the district's superintendent shall appear and explain the district's low performance, lack of improvement, and plans for improvement;
5. Arrange a monitoring review of the district;
6. Appoint a TEA monitor to participate in and report to TEA on the activities of the board or superintendent;

7. Appoint a conservator to oversee the operations of the district;

8. Appoint a management team to direct the operations of the district in areas of insufficient performance or require the district to obtain certain services under a contract with another person;

9. Authorize the district to enter into a memorandum of understanding with an institution of higher education that provides for the assistance of the institution of higher education in improving the district's performance; or

10. Order the use of the board improvement and evaluation tool as provided by Education Code 11.182 [see BG].

Education Code 39A.002

Regardless of whether the commissioner lowers a district's status or rating, the commissioner may take action under Education Code Chapters 39 and 39A or 19 Administrative Code 97.1057 if the commissioner determines that the action is necessary to improve any area of performance by the district or campus.

Subject to 19 Administrative Code 97.1057(h)–(k), once the commissioner takes action under 19 Administrative Code Chapter 97, Subchapter EE (accreditation status, standards, and sanctions), the commissioner may impose on the district or campus any other sanction under Education Code Chapter 39 or 39A, or Subchapter EE, singly or in combination, to the extent the commissioner determines is reasonably required to achieve the purposes specified in 19 Administrative Code 97.1053.

19 TAC 97.1057(c), (e)

In making a determination to impose district and campus accreditation sanctions under 19 Administrative Code Chapter 97, Subchapter EE, the commissioner shall meet the requirements of 19 Administrative Code 97.1059. *19 TAC 97.1059*

Conservator or Management Team

The commissioner shall clearly define the powers and duties of a conservator or management team appointed to oversee the operations of a district.

At least every 90 days, the commissioner shall review the need for the conservator or management team and shall remove the conservator or management team unless the commissioner determines that continued appointment is necessary for effective governance of the district or delivery of instructional services.

A conservator or management team, if directed by the commissioner, shall prepare a plan for the implementation of the appointment of a board of managers or the revocation of accreditation.

The conservator or management team may:

1. Direct an action to be taken by the principal of a campus, the superintendent of the district, or the board; and
2. Approve or disapprove any action of the principal of a campus, the superintendent of the district, or the board.

The conservator or management team may not:

1. Take any action concerning a district election, including ordering or canceling an election or altering the date of or the polling places for an election;
2. Change the number of or method of selecting the board;
3. Set a tax rate for the district; and
4. Adopt a budget for the district that provides for spending a different amount, exclusive of required debt service, from that previously adopted by the board.

A conservator or management team may exercise the powers and duties defined by the commissioner or described above regardless of whether the conservator or management team was appointed to oversee the operations of a district in its entirety or the operations of a certain campus within the district.

Education Code 39A.003

Regardless of whether a district has satisfied the accreditation criteria, if for two consecutive school years, including the current school year, a district has had a conservator or management team assigned to the district or campus for any reason, the commissioner may appoint a board of managers, a majority of whom must be residents of the district, to exercise the powers and duties of the board of trustees. For purposes of this subsection, a school year begins on the first day of instruction and includes any portion of the school year. This applies to an appointed conservator or management team, regardless of the scope or any changes to the scope of the conservator's or team's oversight. *19 TAC 97.1057(d); Education Code 39A.006(a)–(b)*

Board of Managers

The commissioner may appoint a board of managers to exercise the powers and duties of a district's board if the district is subject to commissioner action and:

1. Has a current accreditation status of accredited-warned or accredited-probation;
2. Fails to satisfy any standard under Education Code 39.054(e); or
3. Fails to satisfy financial accountability standards as determined by commissioner rule.

Education Code 39A.004

Revocation of Accreditation

The commissioner may revoke the accreditation of a district if the district is subject to commissioner action, and for two consecutive school years, including the current school year, the district has:

1. Received an accreditation status of accredited-warned or accredited-probation;
2. Failed to satisfy any standard under Education Code 39.054(e); or
3. Failed to satisfy financial accountability standards as determined by commissioner rule.

In addition to revoking a district's accreditation, the commissioner may:

1. Order closure of the district and annex the district to one or more adjoining districts under Education Code 13.054; or
2. In the case of a home-rule school district, order closure of all programs operated under the district's charter.

Education Code 39A.005

Intervention to Improve High School Completion Rate

If a district is subject to commissioner action and the district has failed to satisfy any standard under Education Code 39.054(e) because of the district's dropout rates, the commissioner may impose sanctions against a district designed to improve high school completion rates, including:

1. Ordering the development of a dropout prevention plan for approval by the commissioner;
2. Restructuring the district or appropriate campuses to improve identification of and service to students who are at risk of dropping out of school, as defined by Education Code 29.081;
3. Ordering lower student-to-counselor ratios on campuses with high dropout rates; and

4. Ordering the use of any other intervention strategy effective in reducing dropout rates, including mentor programs and flexible class scheduling.

Education Code 39A.007

Interventions after Certain D Ratings

Until another performance rating is issued, TEA may not implement the following intervention or sanctions to a D-rated district or campus, if the D rating is considered acceptable [see AIA]. The following interventions and sanctions are subject to a pause:

1. Revocation of a charter under Education Code 12.115(c);
2. Annexation under Education Code 13.054;
3. Change in accreditation status under rules adopted for accreditation under Education Code 39.052; and
4. Interventions or sanctions under Education Code 39A.101(a), 39A.107(a) or (c), or 39A.111.

A performance rating of D that is considered acceptable may not be included in calculating consecutive school years of unacceptable performance ratings and is not considered a break in consecutive school years of unacceptable performance ratings.

Interventions or sanctions implemented prior to a pause shall continue during a school year for which interventions or sanctions listed above are paused.

Education Code 39A.118

Certain D-Rating Improvement Plans

A district or campus that is assigned a rating of D that qualifies under Education Code 39.0543(b) [see AIA] shall develop and implement a local improvement plan using the guidance provided by TEA.

The district or campus shall:

1. Conduct a data analysis related to areas of low performance;
2. Conduct a needs assessment based on the results of the data analysis, as follows:
    a. The needs assessment shall include a root cause analysis.
    b. Root causes identified through the needs assessment will be addressed in the local improvement plan; and
3. Create a local improvement plan, as follows:

a. Input must be gathered from the principal; campus-level committee established under Education Code 11.251 [see BQB]; parents; and community members, prior to the development of the local improvement plan, using the following steps.

(1) The campus must hold a public meeting at the campus. The campus shall take reasonable steps to conduct the meeting at a time and in a manner that would allow a majority of stakeholders to attend and participate. The campus may hold more than one meeting if necessary.

(2) The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspapers or other media that reach the general public, and the parent liaison, if present on the campus.

(3) All input provided by family and community members should be considered in the development of the final local improvement.

b. The completed local improvement plan must be presented at a public hearing and approved by the board.

19 TAC 97.1061(b)

Campus Intervention Team and Targeted Improvement Plan

Actions Based on Campus Performance

If the performance of a campus is below any standard under Education Code 39.054(e), the commissioner shall:

1. Take actions, to the extent the commissioner determines necessary, as provided by Education Code Chapter 39A; and
2. Assign a campus intervention team.

To the extent the commissioner determines necessary, the commissioner may:

1. Order a hearing to be held before the commissioner or the commissioner's designee at which the president of the board, the superintendent, and the campus principal shall appear and explain the campus's low performance, lack of improvement, and plans for improvement;
2. Establish a school community partnership team composed of members of the campus-level planning and decision-making committee and additional community representatives as determined appropriate by the commissioner;

3. If applicable under the strong foundations intervention under Education Code 39A.064, require the district to comply with all requirements of the strong foundations grant program under Education Code 29.0881 for the campus; or

4. Any combination of the actions described by items 1 through 3 above.

Education Code 39A.051

Texas Accountability Intervention System

If a campus's performance is below any standard under Education Code 39.054(e), the campus shall engage in interventions as described by TEA. The commissioner shall assign members to a campus intervention team as outlined in 19 Administrative Code 97.1063 and Education Code 39A.052. The campus shall establish a campus leadership team (CLT) that includes the campus principal and other campus leaders responsible for the development, implementation, and monitoring of the targeted improvement plan.

If a campus is assigned an unacceptable rating under Education Code 39.054(e):

1. For a second consecutive year, the campus must engage in the processes outlined in this provision, and the campus must develop a campus turnaround plan to be approved by the commissioner.

2. For a third or fourth consecutive year, the campus must engage in the processes outlined in this provision, and the campus must implement the commissioner-approved campus turnaround plan as described in 19 Administrative Code 97.1064.

3. For a fifth consecutive year, the commissioner shall order the appointment of a board of managers to govern the district or the closure of the campus.

Based on a campus's progress toward improvement, the commissioner may order a hearing if a campus's performance is below any standard under Education Code 39.054(e).

Interventions and sanctions listed under this provision begin upon release of preliminary ratings and may be adjusted based on final accountability ratings.

19 TAC 97.1061(a), (d), (f)–(j)

Campus Intervention Team

The campus intervention team shall follow the requirements of 19 Administrative Code 97.1061 and Education Code 39.106.

A campus intervention team assigned by the commissioner may include teachers, principals, other educational professionals, and superintendents recognized for excellence in their roles and appointed by the commissioner to serve as members of a team. *Education Code 39A.052*

A campus intervention team must include a district coordinator of school improvement (DCSI) and the campus principal's direct supervisor, if the DCSI is not the campus principal's direct supervisor. The DCSI must submit qualifications to TEA for approval.

An education professional, approved through an application either by TEA or TEA's technical assistance provider, who is not an employee of the campus or district, shall assist with the needs assessment.

19 TAC 97.1063(b)–(c)

On-Site Needs Assessment

A campus intervention team shall:

1. Conduct, with the involvement and advice of the school community partnership team, if applicable:
    a. If the commissioner determines necessary, a comprehensive on-site needs assessment; or
    b. A targeted on-site needs assessment relevant to an area of insufficient performance of the campus; and
2. Recommend appropriate actions as provided by Education Code 39A.054.

An on-site needs assessment must determine the factors resulting in the campus's low performance and lack of progress, including the contributing education-related factors.

In conducting a comprehensive on-site needs assessment, the campus intervention team shall use each of the guidelines and procedures at Education Code 39A.053(c) and 19 Administrative Code 97.1061(e).

In conducting a targeted on-site needs assessment, the campus intervention team shall use the appropriate guidelines and procedures described above relevant to each area of insufficient performance.

Education Code 39A.053; 19 TAC 97.1061(e)

Recommendations

On completing the on-site needs assessment, the campus intervention team shall, with the involvement and advice of the school community partnership team, if applicable, recommend actions relating to any area of insufficient performance, including:

1. Reallocation of resources;
2. Technical assistance;
3. Changes in school procedures or operations;
4. Staff development for instructional and administrative staff;
5. Intervention for individual administrators or teachers;
6. Waivers from state statutes or rules;
7. Teacher recruitment or retention strategies and incentives provided by the district to attract and retain appropriately certified and experienced teachers; or
8. Other actions the campus intervention team considers appropriate.

Education Code 39A.054

Targeted Improvement Plan

In addition to the duties relating to the on-site needs assessment, the campus intervention team shall:

1. Assist the campus in developing a targeted improvement plan;
2. Conduct a public meeting at the campus with the campus principal, the members of the campus-level planning and decision-making committee, parents of students attending the campus, and community members residing in the district to review the campus performance rating and solicit input for the development of the targeted improvement plan [see Notice of Public Meeting, below];
3. Assist the campus in submitting the targeted improvement plan to the board for approval and presenting the plan in a public hearing [see Public Hearing, below]; and
4. Assist the commissioner in monitoring the progress of the campus in executing the targeted improvement plan.

Education Code 39A.055; 19 TAC 97.1061(e)(3)–(4)

Notice of Public Meeting

The campus intervention team must provide written notice of the public meeting to the parents of students attending the campus and post notice of the meeting on the campus's internet website. The notice must include the date, time, and place of the meeting. *Education Code 39A.056*

The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspapers or other media that reach the general public, and the parent liaison, if present on the campus. *19 TAC 97.1061(e)(3)(A)(ii)*

Public Hearing

After a targeted improvement plan or an updated targeted improvement plan is submitted to the board, the board shall conduct a hearing to:

1. Notify the public of:
    a. The insufficient performance of the campus;
    b. The improvements in performance expected by TEA; and
    c. The intervention measures or sanctions that may be imposed under Education Code Chapter 39A if the performance does not improve within a designated period; and
2. Solicit public comment on the targeted improvement plan or updated targeted improvement plan.

The board must post the targeted improvement plan on the district's internet website before the hearing.

The board may conduct one hearing relating to one or more campuses subject to a targeted improvement plan or an updated targeted improvement plan.

Education Code 39A.057

Submission to Commissioner

The board shall submit the targeted improvement plan or updated targeted improvement plan to the commissioner for approval. The campus intervention team shall assist the campus in submitting the targeted improvement plan to the commissioner. *Education Code 39A.058*

Executing Plan

In executing the targeted improvement plan, the campus intervention team shall, if appropriate:

1. Assist the campus in implementing research-based practices for curriculum development and classroom instruction, including bilingual education and special education programs, and financial management;
2. Provide research-based technical assistance, including data analysis, academic deficiency identification, intervention implementation, and budget analysis, to strengthen and improve the instructional programs at the campus; and

3. Require the district to develop a teacher recruitment and retention plan to address the qualifications and retention of the teachers at the campus.

Education Code 39A.059

Continuing Duties of the Campus Intervention Team

For each year a campus is assigned an unacceptable performance rating, the campus intervention team shall:

1. Assist in updating the targeted improvement plan to identify and analyze areas of growth and areas that require improvement; and

2. Submit each updated targeted improvement plan to the board.

Education Code 39A.060

Local Improvement Plan

A district or campus that is assigned a rating of D that is considered acceptable [see AIA] shall develop and implement a local improvement plan.

A local improvement plan must be presented to the board.

Education Code 39A.065(a)–(b)

Campus Planning and Site-Based Decision-Making

The commissioner may authorize a school community partnership team established under Education Code 39A.051 to supersede the authority of and satisfy the requirements of establishing and maintaining a campus-level planning and decision-making committee.

The commissioner may authorize a targeted improvement plan, an updated targeted improvement plan, or a local improvement plan to supersede the provisions of and satisfy the requirements of developing, reviewing, and revising a campus improvement plan.

Education Code 39A.061

Submission of Campus Improvement Plan

If the performance of a campus satisfies performance standards under Education Code 39.054(e) for the current school year but would not satisfy the performance standards if the standards to be used for the following school year were applied to the current school year, on the request of the commissioner, the campus-level planning and decision-making committee shall revise and submit to the commissioner the portions of the campus improvement plan that are relevant to those areas for which the campus would not satisfy performance standards. The revised portions of the improvement plan must be submitted in an electronic format. *Education Code 39A.062*

Compliance Through Federal Accountability

Notwithstanding the provisions of Education Code Chapter 39A, if the commissioner determines that a campus subject to interventions or sanctions has implemented substantially similar intervention measures under federal accountability requirements, the commissioner may accept the substantially similar intervention measures as measures in compliance with Education Code Chapter 39A. *Education Code 39A.063*

Campus Turnaround Plan

If a campus has been identified as unacceptable for two consecutive school years, the commissioner shall order the campus to prepare and submit a campus turnaround plan.

Updated Targeted Improvement Plan

A campus intervention team shall assist the campus in:

1. Developing an updated targeted improvement plan, including a campus turnaround plan to be implemented by the campus;
2. Submitting the updated targeted improvement plan to the board for approval and presenting the plan in a public hearing as provided by Education Code 39A.057;
3. Obtaining approval of the updated plan from the commissioner; and
4. Executing the updated plan on approval by the commissioner.

The updated targeted improvement plan submitted to the board must include all plans and details that are required to execute the campus turnaround plan without any additional action or approval by the board.

Education Code 39A.101

Public Notice

Within 60 days of receiving a campus's preliminary accountability rating, the district must notify parents, community members, and stakeholders that the campus received an unacceptable rating for two consecutive years and request assistance in developing the campus turnaround plan in accordance with 19 Administrative Code 97.1064. *19 TAC 97.1064(d)*

Submission and Approval

Upon approval of the board, the district must submit the campus turnaround plan electronically to TEA by March 1 unless otherwise specified. Not later than June 15 of each year, the commissioner must either approve or reject any campus turnaround plan prepared and submitted by a district. *19 TAC 97.1064(g)–(h); Education Code 39A.103–.104*

Implementation, Modification, and Withdrawal

A campus may implement, modify, or withdraw its campus turnaround plan with board approval if the campus receives an academically acceptable rating for the school year following the development of the campus turnaround plan.

A campus that has received an unacceptable rating for the school year following the development of the campus turnaround plan must implement its commissioner-approved campus turnaround plan with fidelity until the campus operates for two consecutive school years without an unacceptable rating.

Change in Circumstances

A campus may modify its campus turnaround plan with commissioner approval if it is determined that due to a change in circumstances occurring after the plan's approval under Education Code 39A.107 a modification of the plan is necessary to achieve the plan's objectives.

A change in circumstance may be the following, but not limited to:

1. A campus that has written a turnaround plan but has not yet been ordered to implement it and has received a Not Rated; Declared State of Disaster rating for two consecutive years prior to receiving its next F rating; or
2. A campus that has implemented its turnaround plan for no more than one year prior to receiving a Not Rated; Declared State of Disaster rating for two consecutive years.

A campus that has modified its turnaround plan under this provision may only request additional modifications to the plan based on circumstances that have changed since the last commissioner-approved modification.

Commissioner Authority

The commissioner may appoint a monitor, conservator, management team, or board of managers for a school district that has a campus that has been ordered to implement an updated targeted improvement plan. The commissioner may order any of the interventions as necessary to ensure district-level support for the low-performing campus and the implementation of the updated targeted improvement plan. The commissioner may make the appointment at any time during which the campus is required to implement the updated targeted improvement plan.

19 TAC 97.1064(j)–(m)

Required Contents

A campus turnaround plan must include:

1. Details on the method for restructuring, reforming, or reconstituting the campus;
2. A detailed description of the academic programs to be offered at the campus, including:
    a. Instructional methods;
    b. Length of school day and school year;

c. Academic credit and promotion criteria; and

d. Programs to serve special student populations;

3. If a district charter is to be granted for the campus under Education Code 12.0522:

a. The term of the charter; and

b. Information on the implementation of the charter;

4. Written comments from:

a. The campus-level committee established under Education Code 11.251, if applicable;

b. Parents; and

c. Teachers at the campus;

5. A detailed description of the budget, staffing, and financial resources required to implement the plan, including any supplemental resources to be provided by the district or other identified sources; and

6. A detailed description for developing and supporting the oversight of academic achievement and student performance by the board of trustees under Education Code 11.1515.

Education Code 39A.105(a) [Acts of the 85th Legislative Session, Senate Bill 1566, amended former Education Code 39.107(b-1) to include the information provided at Subsection (6)]

Implementing Entities

A campus ordered to prepare a campus turnaround plan shall implement the updated targeted improvement plan as approved by the commissioner.

The commissioner may appoint a monitor, conservator, management team, or board of managers to the district to ensure and oversee district-level support to low-performing campuses and the implementation of the updated targeted improvement plan.

The commissioner shall appoint a conservator to a district unless and until each campus in the district for which a campus turnaround plan has been ordered receives an acceptable performance rating for the school year or the commissioner determines a conservator is not necessary.

In making appointments, the commissioner shall consider individuals who have demonstrated success in managing campuses with

student populations similar to the campus at which the individual appointed will serve.

Education Code 39A.102, .108

Effective Date

A campus turnaround plan must take effect not later than the school year following the third consecutive school year that the campus has received an unacceptable performance rating. *Education Code 39A.106*

Commissioner Approval or Rejection

Not later than June 15 of each year, the commissioner shall, in writing, either approve or reject any campus turnaround plan prepared and submitted to the commissioner by a district. If the commissioner rejects a campus turnaround plan, the commissioner must also send the district an outline of the specific concerns regarding the turnaround plan that resulted in the rejection. *Education Code 39A.107(a-1)*

If the commissioner rejects a campus turnaround plan, the district must create a modified plan with assistance from TEA staff and submit the modified plan to the commissioner for approval not later than the 60th day after the date the commissioner rejects the campus turnaround plan. The commissioner shall notify the district in writing of the commissioner's decision regarding the modified plan not later than the 15th day after the date the commissioner receives the modified plan. *Education Code 39A.107(a-2)*

The commissioner may approve a campus turnaround plan only if the commissioner determines that the campus will satisfy all student performance standards required under Education Code 39.054(e) not later than the second year the campus receives a performance rating following the implementation of the campus turnaround plan.

Education Code 12.0522(b) does not apply to a district charter approved by the commissioner. An approved district charter may be renewed or continue in effect after the campus is no longer subject to the commissioner’s order under Education Code 39A.101.

If the commissioner does not approve a campus turnaround plan, the commissioner shall order:

1. Appointment of a board of managers to govern the district;
2. Alternative management of the campus; or
3. Closure of the campus.

Education Code 39A.107; 19 TAC 97.1065

Preparation

Following approval of a campus turnaround plan by the commissioner, the district, in consultation with the campus intervention team, may take any actions needed to prepare for the implementation of the plan. *Education Code 39A.108*

Assistance and Partnerships

A district may:

1. Request that a regional education service center provide assistance in the development and implementation of a campus turnaround plan; or
2. Partner with an institution of higher education to develop and implement a campus turnaround plan.

Education Code 39A.109

Modification in Campus Turnaround Plan

If a campus for which a campus turnaround plan has been ordered receives an acceptable performance rating for the school year following the order, the board may:

1. Implement the campus turnaround plan;
2. Implement a modified version of the campus turnaround plan; or
3. Withdraw the campus turnaround plan.

A district required to implement a campus turnaround plan may modify the plan if the campus receives an acceptable performance rating for two consecutive school years following implementation of the plan.

The commissioner may authorize modification of an approved campus turnaround plan if the commissioner determines that due to a change in circumstances occurring after the plan's approval, a modification of the plan is necessary to achieve the plan's objectives.

Education Code 39A.110

Continued Unacceptable Performance Rating

If a campus is considered to have an unacceptable performance rating for five consecutive school years, the commissioner shall order:

1. Appointment of a board of managers to govern the district; or
2. Closure of the campus.

Education Code 39A.111

Parent Petition for Action

“Parent” means the parent who is indicated on the student registration form at that campus and the signature of only one parent of a student is required.

If the commissioner is presented, in the time and manner specified by commissioner rule, with a written petition signed by the parents of a majority of the students enrolled at a campus with an unacceptable performance rating for three consecutive school years, specifying an authorized action that the parents request the commissioner to order, the commissioner shall order the specific action requested.

If the board presents to the commissioner, in the time and manner specified by commissioner rule, a written request that the commissioner order specific authorized action other than the specific action requested in the parents' petition and a written explanation of the basis for the board's request, the commissioner may order the action requested by the board.

Education Code 12.051, 39A.112; 19 TAC 97.1065(d)

Repurposing of Closed Campus

If the commissioner orders the closure of a campus, that campus may be repurposed to serve students at that campus location only if the commissioner finds that the repurposed campus offers a distinctly different academic program and approves a new campus identification number for the repurposed campus. A campus may be repurposed if the campus:

1. Serves a majority of grade levels not served at the original campus; or
2. Is operated under a contract, approved by the school board, with a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 that:
    a. Has a governing board that is independent of the district;
    b. Has a successful history of operating school district campuses or open-enrollment charter schools:
        (1) That cumulatively serve 10,000 or more students; and
        (2) A majority of which have been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year; and
    c. Has been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year.

Student Enrollment and Assignment

Any student assigned to a campus that has been closed must be allowed to transfer to any other campus in the district that serves that student's grade level and on request must be provided transportation to the other campus.

The commissioner may grant an exemption allowing students assigned to a closed campus to attend the repurposed campus if there is no other campus in the district at which the students may enroll.

Noncontracted Repurposed Campus

The majority of students assigned to a campus that has been closed and repurposed may not have attended that campus in the previous school year if the campus was repurposed to serve a majority of grade levels not served at the original campus.

Enrollment Provision in Contract

A contract approved by the school board with a nonprofit organization must provide that a student residing in the attendance zone of the campus immediately before the campus was repurposed shall be admitted for enrollment at the repurposed campus.

Education Code 39A.113

Targeted Technical Assistance

If the commissioner determines that the basis for the unacceptable performance of a campus for more than two consecutive school years is limited to a specific condition that may be remedied with targeted technical assistance, the commissioner may require the district to contract for the appropriate technical assistance. *Education Code 39A.114*

Alternative Management

The commissioner shall appoint a monitor, conservator, management team, or board of managers whenever such action is required, as determined by 19 Administrative Code 97.1073. Action under any other section of 19 Administrative Code Chapter 97, Subchapter EE is not a prerequisite to acting under this section. *19 TAC 97.1073*

Solicitation of Proposals

If the commissioner orders alternative management of a campus, the commissioner shall solicit proposals from qualified nonprofit entities to assume management of the campus or appoint a school district as provided below. The commissioner may solicit proposals from qualified for-profit entities if a nonprofit entity has not responded to the commissioner's request for proposals.

The commissioner may appoint a school district to assume management of the campus if the district:

1. Is not the district in which the campus is located; and
2. Is located within the boundaries of the same regional education service center as the campus.

If a school district is appointed, the district shall assume management of the campus in the same manner as a qualified entity or in accordance with commissioner rule.

The commissioner may annually solicit proposals for the alternative management of a campus. The commissioner shall notify a qualified entity that has been approved as a provider under this section.

Education Code 39A.151

Qualifications of Managing Entity

To qualify for consideration as a managing entity, the entity must submit a proposal that provides information relating to the entity's management and leadership team that will participate in management of the campus under consideration, including information relating to individuals who have:

1. Documented success in whole school interventions that increased the educational and performance levels of students in campuses considered to have an unacceptable performance rating;
2. A proven record of effectiveness with programs assisting low-performing students;
3. A proven ability to apply research-based school intervention strategies;
4. A proven record of financial ability to perform under the management contract; and
5. Any other experience or qualifications the commissioner determines necessary.

In selecting a managing entity, the commissioner shall give preference to a qualified entity that:

1. Meets any of the commissioner’s qualifications; and
2. Has documented success in educating students from similar demographic groups and with similar educational needs as the students who attend the campus to be operated by the managing entity.

Education Code 39A.152

Contract with Managing Entity

If the commissioner has ordered alternative management of a campus, the district shall execute a contract with an approved provider to serve as a managing entity for the campus. The term of the contract may not exceed five years with an option to renew the contract. The district must execute the contract and relinquish control of the campus before January 1 of the school year.

The management contract must include:

1. A provision describing the district's responsibilities in supporting the operation of the campus; and

2. Provisions approved by the commissioner requiring the managing entity to demonstrate improvement in campus performance, including negotiated performance measures.

Performance measures must be consistent with the priorities of Education Code Chapters 39 and 39A.

The management contract must be approved by the commissioner before the contract is executed. As appropriate, the commissioner may require the district, as a term of the contract, to support the campus in the same manner as the district was required to support the campus before the execution of the contract.

Education Code 39A.153; 19 TAC 97.1067

Extension of Management Contract

The commissioner may require a district to extend the term of a management contract with a managing entity if the commissioner determines that extending the contract on expiration of the initial term is in the best interest of the students attending the campus. The terms of the contract must be approved by the commissioner. *Education Code 39A.154*

Evaluation of Managing Entity

The commissioner shall evaluate a managing entity's performance on the first and second anniversaries of the date of the management contract.

If the evaluation fails to demonstrate improvement as negotiated under the management contract by the first anniversary of the date of the contract, the district may:

1. Terminate the contract, with the commissioner's consent, for nonperformance or breach of contract; and

2. Select another provider from an approved list provided by the commissioner.

If the evaluation fails to demonstrate significant improvement, as determined by the commissioner, by the second anniversary of the date of the management contract, the district shall:

1. Terminate the contract; and

2. Select another provider from an approved list provided by the commissioner or resume operation of the campus if approved by the commissioner.

If the commissioner approves the district's resumed operation of the campus, the commissioner shall assign a technical assistance team to assist the campus.

Education Code 39A.155

Cancellation of Management Contract

If a campus receives an unacceptable performance rating for two consecutive school years after a managing entity assumes management of the campus, the commissioner shall cancel the contract with the managing entity. *Education Code 39A.156*

Return of Management to District

Unless a campus has an unacceptable performance rating for three consecutive school years [see Continued Unacceptable Performance Rating, above], at the end of a management contract term or on the cancellation of a management contract, the board shall resume management of the campus. *Education Code 39A.157*

Applicability of Accountability Provisions

Each campus operated by a managing entity is subject to Education Code Chapters 39 and 39A in the same manner as any other campus in the district. *Education Code 39A.158*

Funding

The funding for a campus operated by a managing entity may not be less than the funding of the other campuses in the district on a per student basis so that the managing entity receives at least the same funding the campus would otherwise have received. *Education Code 39A.159*

Open Meetings and Public Information

With respect to the management of a campus by a managing entity:

1. A managing entity is considered to be a governmental body for purposes of Government Code Chapter 551 (Open Meetings Act) and Government Code Chapter 552 (Public Information Act); and

2. Any requirement in the Open Meetings Act or Public Information Act that applies to a school district or the board of trustees of a district applies to a managing entity.

Education Code 39A.160

Board of Managers

General Powers and Duties

Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, a board of managers may exercise all of the powers and duties assigned to a board of trustees of a school district by law, rule, or regulation.

A board of managers appointed by the commissioner is required to take appropriate actions to resolve the conditions that caused a campus to be subject to the commissioner's order, including amending the district's budget, reassigning staff, or relocating academic programs. The commissioner may adopt rules necessary to implement this subsection.

Education Code 39A.201

Board of Managers of District	Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, if the commissioner appoints a board of managers to govern a district: 1. The powers of the board are suspended for the period of the appointment; and 2. The commissioner shall appoint a district superintendent. A board of managers appointed to govern a school district may amend the budget of the district. Education Code Chapter 39A applies to a school district governed by a board of managers in the same manner it applies to any other district. *Education Code 39A.202*
Composition of Board of Managers	A board of managers appointed by the commissioner must, if possible, include community leaders, business representatives who have expertise in leadership, and individuals who have knowledge or expertise in the field of education. *Education Code 39A.204*
Training of Board of Managers	The commissioner must provide each individual appointed to a board of managers with training in effective leadership strategies. *Education Code 39A.205* The training in effective leadership strategies shall be provided by TEA-approved authorized providers of board training to each individual appointed by the commissioner to a board of managers, and, following the expiration of the appointment of the board of managers, to the board of trustees of the school district. *19 TAC 97.1073(h)*
Compensation	The commissioner may authorize payment of a board of managers from TEA funds. A conservator or a member of a management team appointed to serve on a board of managers may continue to be compensated as determined by the commissioner. *Education Code 39A.206*
Replacement of Member of Board of Managers	The commissioner may at any time replace a member of a board of managers. The commissioner may adopt rules necessary to implement this section. *Education Code 39A.207*
Expiration of Appointment	A board of managers shall, during the period of the appointment, order the election of members of the board of trustees of the school district in accordance with the law. The members of the board of trustees do not assume any powers or duties after the election until the appointment of the board of managers expires.

Not later than the second anniversary of the date the board of managers of a school district was appointed, the commissioner shall notify the board of managers and the board of trustees of the date on which the appointment of the board of managers will expire. Following each of the last three years of the period of the appointment, one-third of the members of the board of managers shall be replaced by the number of members of the board of trustees who were elected at an election that constitutes, as closely as possible, one-third of the membership of the board of trustees.

If, before the second anniversary of the date the board of managers of a school district was appointed, the commissioner determines, after receiving local feedback, that insufficient progress has been made toward improving the academic or financial performance of the district, the commissioner may extend the authority of the board of managers for a period of up to two additional years.

On the expiration of the appointment of the board of managers, the board of trustees assumes all of the powers and duties assigned to a board of trustees by law, rule, or regulation.

Following the expiration of the period of appointment of a board of managers for a school district, the commissioner shall provide training in effective leadership strategies to the board of trustees.

Education Code 39A.208; 19 TAC 97.1073

Removal of Board of Managers

The commissioner may remove a board of managers appointed to govern a school district only if the campus that was the basis for the appointment of the board of managers receives an acceptable performance rating for two consecutive school years.

If a campus that was the basis for the appointment of a board of managers receives an unacceptable performance rating for two additional consecutive years following the appointment of the board of managers, the commissioner may remove the board of managers and, in consultation with the local community, may appoint a new board of managers to govern the district.

Following the removal of a board of managers, or at the request of a managing entity to oversee the implementation of alternative management, the commissioner may appoint a conservator or monitor for the district to ensure district-level support for low-performing campuses and to oversee the implementation of the updated targeted improvement plan.

Education Code 39A.209; 19 TAC 97.1073

Challenge of Intervention or Sanction

Review of Sanctions by SOAH

A district must appeal under this provision if the district intends to challenge the commissioner's decision to close the district or a campus, pursue alternative management of a campus, appoint a board of managers to the district, or appoint a conservator or management team to the district.

A challenge is under the substantial evidence rule [see Government Code Chapter 2001, Subchapter G]. The commissioner shall adopt procedural rules for a challenge under this section.

Notwithstanding other law:

1. The State Office of Administrative Hearings (SOAH) shall conduct an expedited review of a challenge;
2. The administrative law judge shall issue a final order not later than the 30th day after the date on which the hearing is finally closed;
3. The decision of the administrative law judge is final and may not be appealed; and
4. The decision of the administrative law judge may set an effective date for an action under this section.

Education Code 39A.301

Appeals

If an order, decision, or determination is described as final in Education Code Chapter 7, 11, 12, 39, or 39A, an interlocutory or intermediate order, decision, report, or determination made or reached before the final order, decision, or determination may be appealed only as specifically authorized by the Education Code or a rule adopted under the Education Code. *Education Code 5.003*

A decision by the commissioner under Education Code Chapter 39 or 39A is final and may not be appealed unless an applicable provision of Chapter 39 or 39A provides otherwise. *Education Code 39A.906*

Annual Review

The commissioner shall annually review the performance of a district or campus subject to intervention and sanction to determine the appropriate actions to be implemented.

The commissioner must review at least annually the performance of a district for which the accreditation status or performance rating has been lowered due to insufficient student performance and may not raise the accreditation status or performance rating until the district has demonstrated improved student performance.

If the review reveals a lack of improvement, the commissioner shall increase the level of state intervention and sanction unless the commissioner finds good cause for maintaining the current status.

Education Code 39A.901

Increasing Intensity

If a district or campus does not exhibit improvement in student performance, the commissioner may increase the intensity of intervention and sanction that would otherwise be required by statute or rule, including ordering campus closure, district annexation, or appointment of a board of managers.

For purposes of this section, improvement means an increase in the scaled score for the overall academic performance rating under Education Code Chapter 39.

19 TAC 97.1070(a)–(b)

Intervention Programs

A campus may submit an accelerated campus excellence (ACE) turnaround plan. The plan must meet the requirements of Education Code 39A.105(b). *Education Code 39A.105(b)–(c)*

ACE Turnaround Plan

Resource Campus

An eligible campus may apply to the commissioner to be designated as a resource campus that provides quality education and enrichment for campus students. To apply to be designated as a resource campus, the campus must have received an overall performance rating of F for four years over a ten-year period of time. *Education Code 29.934(a)–(b)*

Strong Foundations Intervention

Notwithstanding when a D rating is considered acceptable or any other law, the commissioner may require a district to comply with all requirements of the strong foundations grant program under Education Code 29.0881 at a campus that:

1. Includes students at any grade level from prekindergarten through fifth grade;
2. Is assigned an overall performance rating of D or F; and
3. Is in the bottom five percent of campuses in the state based on student performance on the grade three state reading assessment during the previous school year, as determined by the commissioner.

Education Code 39A.064(a)

Miscellaneous Provisions

Acquisition of Professional Services

In addition to other authorized interventions and sanctions, the commissioner may order a district or campus to acquire professional services at the expense of the district or campus to address the applicable financial, assessment, data quality, program, performance, or governance deficiency. The commissioner's order may require the district or campus to:

1. Select or be assigned an external auditor, data quality expert, professional authorized to monitor district assessment instrument administration, or curriculum or program expert; or
2. Provide for or participate in the appropriate training of district staff or board members in the case of a district, or campus staff, in the case of a campus.

Education Code 39A.902

Costs Paid by District

The costs of providing a monitor, conservator, management team, campus intervention team, technical assistance team, managing entity, or service provider shall be paid by the district. If the district fails or refuses to pay the costs in a timely manner, the commissioner may:

1. Pay the costs using amounts withheld from any funds to which the district is otherwise entitled; or
2. Recover the amount of the costs in the manner provided for recovery of an over allocation of state funds under Education Code 48.272.

Education Code 39A.903

Immunity from Civil Liability

An employee, volunteer, or contractor acting on behalf of the commissioner, or a member of a board of managers appointed by the commissioner, is immune from civil liability to the same extent as a professional employee of a district under Education Code 22.051. *Education Code 39A.904*

Campus Name Change

In reconstituting, repurposing, or imposing any other intervention or sanction on a campus, the commissioner may not require that the name of the campus be changed. *Education Code 39A.905*

Special Program Performance Determination

The commissioner shall assign districts an annual determination level based on performance levels of certain special populations student groups under 19 Administrative Code 97.1005 (Results Driven Accountability) [see AIB] according to the criteria and requirements in 19 Administrative Code 97.1071.

The commissioner shall notify in writing each district identified for review under this section as a result of assigned determination level or cyclical selection prior to requiring a district to implement or

participate in any activities included in 19 Administrative Code 97.1071(f)(1)–(6).

Actions taken under this section are intended to assist the district in raising its performance and/or achieving compliance under 19 Administrative Code 97.1005 and 74.28 and Education Code sections 28.006 and 38.003 and do not preclude or substitute for a sanction under another provision of Chapter 97, Subchapter EE.

19 TAC 97.1071(c), (g), (h)

Intervention Pause

Except as otherwise provided by 19 Administrative Code 97.1062 and unless extended by the commissioner, TEA will cease to enforce the interventions under Education Code 39A.101–39A.111 until conclusion of the second consecutive school year of operation under:

1. A partnership as defined by 19 Administrative Code 97.1077(a)(2), (b), or (c) of this title [see ELA]; or
2. Designation as a mathematics innovation zone under Education Code 28.020 and applicable rules.

Any intervention or sanction not covered by the provision above shall continue.

If a campus ceases to qualify for the intervention pause at any point during a school year, TEA will resume previously ordered interventions and sanctions, order interventions and sanctions based on the rating from that school year, and count that rating for purposes of consecutive years of performance.

19 TAC 97.1062

Failure to Submit Emergency Operations Plan

If TEA receives notice from the Texas School Safety Center of a district's failure to submit a multihazard emergency operations plan [see CKC], the commissioner may appoint a conservator for the district under Education Code Chapter 39A. The conservator may order the district to adopt, implement, and submit a multihazard emergency operations plan. If a district fails to comply with a conservator's order to adopt, implement, and submit a multihazard emergency operations plan within the time frame imposed by the commissioner, the commissioner may appoint a board of managers under Education Code Chapter 39A to oversee the operations of the district. *Education Code 37.1082(a)–(b)*

Note: The following provisions apply to a district with a central administrative office that is located in a county with a population of more than two million and that has a student enrollment that is more than 125,000 and less than 200,000, and that is operating under a turnaround plan.

Student Board Member

Notwithstanding Education Code 11.051(b) (number of trustees on a school board), the board may adopt a resolution establishing as a nonvoting member a student trustee position. If a board adopts such a resolution, the board shall adopt a policy addressing the topics specified in statute. A student trustee may not participate in a closed session of a board meeting [see BEC] in which any issue related to a personnel matter is considered. *Education Code 11.0511(a)–(f)*

Special Investigations

The commissioner may authorize a special investigation:

1. When excessive numbers of absences of students eligible to be tested on state assessment instruments are determined;
2. When excessive numbers of allowable exemptions from the required state assessment are determined;
3. In response to complaints to the Texas Education Agency (TEA) of alleged violations of civil rights or other requirements imposed on the state by federal law or court order;
4. In response to established compliance reviews of the district's financial accounting practices and state and federal reporting requirements;
5. When extraordinary numbers of student placements in disciplinary alternative education programs, other than placements under Education Code 37.006 and 37.007, are determined;
6. In response to an allegation involving a conflict between members of the board or between the board and the district administration if it appears that the conflict involves a violation of a role or duty of the board members or the administration clearly defined by the Education Code. If TEA's findings indicate the board has observed a lawfully adopted policy, TEA may not substitute its judgment for that of the board;
7. When excessive numbers of students in special education programs are assessed through modified assessment instruments;
8. In response to an allegation regarding, or an analysis using a statistical method result indicating, a possible violation of an assessment instrument security procedure;
9. When a significant pattern of decreased academic performance has developed as a result of the promotion in the preceding two school years of students who did not perform satisfactorily on the state assessments;
10. When excessive numbers of students eligible to enroll fail to complete an Algebra II course or any other advanced course as determined by the commissioner;
11. When resource allocation practices indicate a potential for significant improvement in resource allocation;
12. When a disproportionate number of students of a particular demographic group is graduating with a particular endorsement;

13. When an excessive number of students is graduating with a particular endorsement;

14. When a school district for any reason fails to produce, at the request of TEA, evidence or an investigation report relating to an educator who is under investigation by the State Board for Educator Certification;

15. When ten percent or more of the students graduating in a particular school year from a particular high school campus are awarded a diploma based on the determination of an individual graduation committee under Education Code 28.0258;

16. In response to a complaint with respect to alleged inaccurate data that is reported through PEIMS or through other reports required by state or federal law or rule or court order and that is used by TEA to make a determination relating to public school accountability, including accreditation, under Education Code Chapter 39;

17. In response to repeated complaints concerning imposition of excessive paperwork requirements on classroom teachers; or

18. As the commissioner otherwise determines necessary.

The commissioner may authorize special investigations to be conducted in response to repeated complaints submitted to the agency concerning imposition of excessive paperwork requirements on classroom teachers.

Education Code 39.003(a), (c)

TEA shall adopt written procedures for conducting special accreditation investigations, including procedures that allow TEA to obtain information from district employees in a manner that prevents a district or campus from screening the information. *Education Code 39.004*

Note: The procedures for conducting a special investigation, holding a hearing following an investigation, the process for commissioner determinations, and judicial appeal are described in Education Code 39.004–.007.

Commissioner Action

Based on the results of a special investigation, the commissioner may:

1. Take appropriate action under Education Code Chapter 39A, [see AIC];

2. Lower the district's accreditation status or a district's or campus's performance rating; or

3. Take action under both items 1 and 2 above.

Education Code 39.003(d)

At any time before issuing a report with the TEA's final findings, the commissioner may defer taking the above action until:

1. A person who is a third party, selected by the commissioner, has reviewed programs or other subjects of a special investigation and submitted a report identifying problems and proposing solutions;

2. A district completes a corrective action plan developed by the commissioner; or

3. The completion of actions under both items 1 and 2 above.

Education Code 39.003(e)

Based on the results of an action taken above, the commissioner may decline to take the deferred action. *Education Code 39.003(f)*

Note: The procedures for an informal review or hearing following an investigation are described in 19 Administrative Code Chapter 157, Subchapter EE.

Monitoring Reviews

In accordance with Education Code 7.028(a), TEA may monitor compliance with requirements applicable to a process or program provided by a district, campus, or program, only as necessary to ensure:

1. Compliance with federal law and regulations;

2. Financial accountability, including compliance with grant requirements;

3. Data integrity for purposes of:

   a. The Public Education Information Management System (PEIMS); and

   b. Accountability under Education Code Chapter 39 and 39A; and

4. Qualification for funding under Education Code Chapter 48.

The board has primary responsibility for ensuring that the district complies with all applicable requirements of state educational programs.

Education Code 7.028

Compliance Monitoring Activities

Districts are subject to general supervision and monitoring activities for compliance with state law and federal regulation and review of program implementation and effectiveness within certain special populations of students.

Activities may include:

1. Random, targeted, or cyclical reviews authorized under Education Code 39.056 (monitoring reviews), conducted remotely or on-site to identify problems implementing state and federal requirements and to provide support for development of reasonable and appropriate strategies to address identified problems; and/or

2. Intensive or special investigative remote or on-site reviews authorized under Education Code 39.057 (redesignated to Education Code 39.003, special investigations).

Activities described in item 1, above, are applicable for compliance with requirements for reading diagnosis in Education Code 28.006 [see EKC] and dyslexia and related disorders in Education Code 38.003 and 19 Administrative Code 74.28 [see EHB].

19 TAC 97.1071(a)–(b)

Notice

TEA shall give written notice to the superintendent and the board of trustees of any impending monitoring review. *Education Code 39.056(d)*

Conducting the Review

A monitoring review may include desk reviews and on-site visits, including random on-site visits. In conducting a monitoring review, TEA may obtain information from administrators, other district employees, parents of students enrolled in the district, and other persons as necessary. *Education Code 39.056(c), (g)*

Converting to a Special Investigation

The commissioner may at any time convert a monitoring review to a special investigation under Education Code 39.003, provided the commissioner promptly notifies the district of the conversion. *Education Code 39.056(h)*

Improvements

TEA shall report in writing to the superintendent and president of the board and shall make recommendations concerning any necessary improvements or sources of aid such as regional education service centers. A district that takes action with regard to the recommendations provided by TEA shall make a reasonable effort to

seek assistance from a third party in developing an action plan to improve district performance using improvement techniques that are goal-oriented and research-based. *Education Code 39.056(e)–(f)*

Appeals

A decision by the commissioner under Education Code Chapter 39 or 39A is final and may not be appealed unless an applicable provision of Chapter 39 or 39A provides otherwise. *Education Code 39A.906* [See AIC]

Compliance Investigation

A compliance investigation is an investigation by TEA of a state education grant recipient to determine compliance with the statutory or rule requirements of a state education program. A compliance investigation is not a special accreditation investigation subject to the provisions described above. *19 TAC 102.1401(a)*

Open Meetings Act Training

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its members under Government Code Chapter 551 (Open Meetings Act).

The attorney general may provide the training and may also approve other acceptable sources of training.

The board shall maintain and make available for public inspection the record of its members' completion of the training. The failure of one or more members of the board to complete the training does not affect the validity of an action taken by the board.

Gov't Code 551.005

Public Information Act Training

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its officers and employees under Government Code Chapter 552 (Public Information Act). A board member may designate a public information coordinator to satisfy the training for the board member if the public information coordinator is primarily responsible for administering the responsibilities of the board member or board under the Public Information Act. [See GBAA regarding public information coordinator training] *Gov't Code 552.012*

SBOE-Required Training

A trustee must complete any training required by the State Board of Education (SBOE). *Education Code 11.159*

The SBOE's framework for governance leadership [see BBD(EXHIBIT)] shall be distributed annually by the board president to all current board members and the superintendent. *19 TAC 61.1(a)*

The continuing education required under Education Code 11.159 applies to each member of the board. To the extent possible, an entire board shall participate in continuing education programs together. *19 TAC 61.1(b), (i)*

No continuing education shall take place during a board meeting unless that meeting is called expressly for the delivery of board member continuing education. Continuing education may take place prior to or after a legally called board meeting in accordance with Government Code 551.001(4) (definition of "meeting"). *19 TAC 61.1(e)*

A regional education service center (ESC) board member continuing education program shall be open to any interested person, in-

cluding a current or prospective board member. A district is not responsible for any costs associated with individuals who are not current board members. *19 TAC 61.1(f)*

Annually, the SBOE shall commend those board-superintendent teams that complete at least eight hours of the continuing education specified at Team Building and Additional Continuing Education, below, as an entire board-superintendent team.

Annually, the SBOE shall commend board-superintendent teams that effectively implement the commissioner of education's trustee improvement and evaluation tool developed under Education Code 11.182 [see BG] or any other tool approved by the commissioner.

19 TAC 61.1(k), (l)

Verification

For each training described below, the provider of continuing education shall provide verification of completion of board member continuing education to the individual participant and to the participant's school district. The verification must include the provider's authorization or registration number. *19 TAC 61.1(h)*

Reporting

At the last regular board meeting before an election of trustees, the board president shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any board member under SBOE rule. The minutes of the last regular board meeting held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable. The president shall cause the minutes to reflect the announcement and, if the minutes reflect that a trustee is deficient in training as of the anniversary of his or her joining the board, the district shall post the minutes on the district's internet website within ten business days of the meeting and maintain the posting until the trustee meets the requirements. *19 TAC 61.1(j); Education Code 11.159(b)*

Local District Orientation

Each board member shall complete a local district orientation session. The purpose of the local orientation is to familiarize new board members with local board policies and procedures and district goals and priorities.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The orientation shall:

1. Be at least three hours in length.
2. Address local district practices in the following, in addition to topics chosen by the local district:
    a. Curriculum and instruction;
    b. Business and finance operations;
    c. District operations;
    d. Superintendent evaluation; and
    e. Board member roles and responsibilities.

Each board member should be made aware of the continuing education requirements of 19 Administrative Code 61.1 and those of the following:

1. Open meetings act in Government Code 551.005 [see Open Meetings Act Training above];
2. Public information act in Government Code 552.012 [see Public Information Act Training above]; and
3. Cybersecurity in Government Code 2054.5191 [see CQB].

The orientation shall be open to any board member who chooses to attend.

19 TAC 61.1(b)(1)

Education Code Orientation

Each board member shall complete a basic orientation to the Education Code and relevant legal obligations. The orientation shall have special, but not exclusive, emphasis on statutory provisions related to governing Texas school districts.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The orientation shall be at least three hours in length. Topics shall include, but not be limited to, Education Code Chapter 26 (Parental

Rights and Responsibilities) and Education Code 28.004 (Local School Health Advisory Council and Health Education Instruction).

The orientation shall:

1. Be provided by an ESC.

2. Be open to any board member who chooses to attend.

The continuing education may be fulfilled through online instruction, provided that the training incorporates interactive activities that assess learning and provide feedback to the learner and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(2)

Legislative Update

After each session of the Texas Legislature, including each regular session and called session related to education, each board member shall complete an update to the basic orientation to the Education Code.

The update session shall be of sufficient length to familiarize board members with major changes in statute and other relevant legal developments related to school governance.

The update shall be provided by an ESC or a registered provider [see Registered Provider, below].

A board member who has attended an ESC basic orientation session described at Education Code Orientation, above, that incorporated the most recent legislative changes is not required to attend an update.

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(3)

Team Building

The entire board shall participate with their superintendent in a team-building session.

The purpose of the team-building session is to enhance the effectiveness of the board-superintendent team and to assess the continuing education needs of the board-superintendent team.

The session shall be held annually and shall be at least three hours in length.

The session shall include a review of the roles, rights, and responsibilities of the board as outlined in the framework for governance leadership. [See BBD(EXHIBIT)] The assessment of needs shall be based on the framework for governance leadership and shall be used to plan continuing education activities for the year for the governance leadership team.

The team-building session shall be provided by an ESC or a registered provider [see Registered Provider and Authorized Provider, below].

19 TAC 61.1(b)(4)

Additional Continuing Education (Based on Assessed Needs)

In addition to the continuing education requirements set out above, each board member shall complete additional continuing education based on the framework for governance leadership. [See BBD(EXHIBIT)]

The purpose of continuing education is to address the continuing education needs referenced at Team Building above.

The continuing education shall be completed annually.

At least 50 percent of the continuing education shall be designed and delivered by persons not employed or affiliated with the board member's school district. No more than one hour of the required continuing education that is delivered by the district may use self-instructional materials.

The continuing education shall be provided by an ESC or a registered provider [see Registered Provider, below].

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

First Year

In a board member's first year of service, he or she shall complete at least ten hours of continuing education in fulfillment of assessed needs.

Subsequent Years

Following a board member's first year of service, he or she shall complete at least five hours of continuing education annually in fulfillment of assessed needs.

Board President

A board president shall complete continuing education related to leadership duties of a board president as some portion of the annual requirement.

19 TAC 61.1(b)(5)

Evaluating Student Academic Performance

Each board member shall complete continuing education on evaluating student academic performance and setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness.

The purpose of the training on evaluating student academic performance is to provide research-based information to board members that is designed to support the oversight role of the board of trustees outlined in Education Code 11.1515. [See BAA]

The purpose of the continuing education on setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness is to facilitate boards meeting the requirements of Education Code 11.185 and 11.186.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The continuing education shall be completed every two years and shall be at least three hours in length.

The continuing education required by this provision shall include, at a minimum:

1. Instruction in school board behaviors correlated with improved student outcomes with emphasis on:
    a. Setting specific, quantifiable student outcome goals; and
    b. Adopting plans to improve early literacy and numeracy and college, career, and military readiness for applicable student groups evaluated in the Closing the Gaps domain of the state accountability system established under Education Code Chapter 39;
2. Instruction in progress monitoring practices to improve student outcomes; and
3. Instruction in state accountability with emphasis on the Texas Essential Knowledge and Skills, state assessment instruments administered under Education Code Chapter 39, and the state accountability system established under Chapter 39.

The continuing education shall be provided by an authorized provider [see Authorized Provider, below].

If the training is attended by an entire board and its superintendent, includes a review of local school district data on student achievement, and otherwise meets the requirements described at Team Building above, the training may serve to meet a board member's obligation to complete training described at Team Building and at Evaluating Student Academic Performance, above, as long as the training complies with the Open Meetings Act.

19 TAC 61.1(b)(6)

Identifying and Reporting Abuse

Each board member shall complete continuing education on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children in accordance with Education Code 11.159(c)(2).

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The training shall be completed every two years and shall be at least one hour in length.

The training must familiarize board members with the requirements of Education Code 38.004 and 38.0041, and 19 Administrative Code 61.1051 (relating to Reporting Child Abuse or Neglect, Including Trafficking of a Child).

The training required by this provision shall include, at a minimum:

1. Instruction in best practices of identifying potential victims of child abuse, human trafficking, and other maltreatment of children;

2. Instruction in legal requirements to report potential victims of child abuse, human trafficking, and other maltreatment of children; and

3. Instruction in resources and organizations that help support victims and prevent child abuse, human trafficking, and other maltreatment of children.

The training sessions shall be provided by a registered provider [see Registered Provider, below].

This training may be completed online, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(7)

School Safety

The SBOE shall require a trustee to complete training on school safety. *Education Code 11.159(b-1)*

The continuing education required under Education Code 11.159(b-1) applies to each member of an independent school district board of trustees.

Each member shall complete the training on school safety adopted by the SBOE. The training requirement shall be fulfilled by completing the online course adopted by the SBOE and made available by the commissioner of education. The training shall be completed every two years.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed trustee who did not complete the training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

A district shall maintain verification of completion for each trustee.

19 TAC 61.3

Training Provider

Registered Provider

For the purposes of 19 Administrative Code 61.1, a registered provider has demonstrated proficiency in the content required for a specific training. A private or professional organization, school district, government agency, college/university, or private consultant shall register with the Texas Education Agency (TEA) to provide the board member continuing education required by 19 Administrative Code 61.1(b)(3), (5), and (7) [see Legislative Update, Additional Continuing Education, and Identifying and Reporting Abuse, above].

A district that provides continuing education exclusively for its own board members is not required to register under 19 Administrative Code 61.1(c)(1)–(2).

19 TAC 61.1(c)

Authorized Provider

An authorized provider meets all the requirements of a registered provider and has demonstrated proficiency in the content required by 19 Administrative Code 61.1(b)(4) and (6). Proficiency may be demonstrated in accordance with 19 Administrative Code 61.1(d).

A private or professional organization, school district, government agency, college/university, or private consultant may be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6).

An ESC shall be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6).

19 TAC 61.1(d)

[See above for 19 Administrative Code 61.1(b)(4) on Team Building and (b)(6) on Evaluating Student Academic Performance.]

Note: For cybersecurity training requirements, see CQB(LEGAL).

Majority Vote

The board may act only by majority vote of the members present at a meeting held in compliance with Government Code Chapter 551 (Open Meetings Act), at which a quorum of the board is present and voting. A majority vote is generally determined from a majority of those present and voting, excluding abstentions, assuming a quorum is present. *Education Code 11.051(a-1); Atty. Gen. Op. GA-689 (2009)*

No Secret Ballot

No vote shall be taken by secret ballot. *Atty. Gen. Op. JH-1163 (1978)*

Definitions

Deliberation

"Deliberation" means a verbal or written exchange between a quorum of a board, or between a quorum of a board and another person, concerning an issue within the jurisdiction of the board. *Gov't Code 551.001(2)*

Meeting

"Meeting" means:

1. A deliberation between a quorum of a board, or between a quorum of the board and another person, during which public business or public policy over which the board has supervision or control is discussed or considered, or during which the board takes formal action; or
2. Except as otherwise provided below, a gathering:
    a. That is conducted by the board or for which the board is responsible;
    b. At which a quorum of members of the board is present;
    c. That has been called by the board; and
    d. At which board members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the district, about the public business or public policy over which the board has supervision or control.

Gov't Code 551.001(4)

Exceptions to Meeting

Social Function, Convention, or Candidate Event

The term does not include the gathering of a quorum of a board at a social function unrelated to the public business that is conducted by the board, the attendance by a quorum of a board at a regional, state, or national convention or workshop, ceremonial event, or press conference, or the attendance by a quorum of a board at a candidate forum, appearance, or debate to inform the electorate, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, press conference, forum, appearance, or debate. *Gov't Code 551.001(4)*

Legislative Committee or Agency Meeting

The attendance by a quorum of a board at a meeting of a committee or agency of the legislature is not considered to be a meeting of the board if the deliberations at the meeting by the board members consist only of publicly testifying, publicly commenting, and publicly responding to a question asked by a member of the legislative committee or agency. *Gov't Code 551.0035(b)*

Online Message Board

For information on communications posted to an online message board, see BBI.

Quorum

"Quorum" means a majority of the number of members fixed by statute. *Gov't Code 551.001(6); 311.013(b)*

Disaster Exception

Notwithstanding any other law, a quorum is not required for the board to act if:

1. The district's jurisdiction is wholly or partly located in the area of a disaster declared by the president of the United States or the governor; and
2. A majority of the members of the board are unable to be present at a board meeting as a result of the disaster.

Gov't Code 418.1102

Recording

"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. *Gov't Code 551.001(7)*

Prohibited Series of Communications

A board member commits an offense if the member:

1. Knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized by the Open Meetings Act and that concern an issue within the jurisdiction of the board in which the members engaging in the individual communications constitute fewer than a quorum of members but the members engaging in the series of communications constitute a quorum of members; and
2. Knew at the time the member engaged in the communication that the series of communications:
    a. Involved or would involve a quorum; and
    b. Would constitute a deliberation once a quorum of members engaged in the series of communications.

Gov't Code 551.143

Superintendent Participation

The board shall provide the superintendent an opportunity to present at a meeting an oral or written recommendation to the board on any item that is voted on by the board at the meeting. *Education Code 11.051(a-1)*

Access to Board Meetings

Open to Public

Every regular, special, or called meeting of a board shall be open to the public, except as provided by the Open Meetings Act. *Gov't Code 551.002* [See BEC for exceptions for closed meetings.]

Parental Access

A parent is entitled to complete access to any meeting of the board, other than a closed meeting held in compliance with Government Code Chapter 551, Subchapters D and E. *Education Code 26.007(a)*

Exclusion of Witnesses

A board that is investigating a matter may exclude a witness from a hearing during the examination of another witness in the investigation. *Gov't Code 551.084*

Location

A board must hold each public meeting within the boundaries of the district, except:

1. As required by law; or
2. To hold a joint meeting with another district or with another governmental entity, as defined by Government Code 2051.041, if the boundaries of the governmental entity are in whole or in part within the boundaries of the district.

Education Code 26.007(b)

Required Meeting Records

Minutes or Recording

A board shall prepare and keep minutes or make a recording of each open meeting. The minutes must state the subject matter of each deliberation and indicate each vote, order, decision, or other action taken. *Gov't Code 551.021*

Board Member Attendance

The minutes, certified agenda, or recording, as applicable, of a regular or special meeting of the board must reflect each member's attendance at or absence from the meeting. *Education Code 11.0621*

Availability

The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the superintendent or designee. *Gov't Code 551.022; Education Code 11.0621*

Note: For website posting requirements regarding the record of a board meeting, see CQA.

Notice Required

A board shall give written notice of the date, hour, place, and subject of each meeting held by the board. *Gov't Code 551.041*

Continued Meeting

Government Code 551.041, above, does not require a board that recesses an open meeting to the following regular business day to post notice of the continued meeting if the action is taken in good faith and not to circumvent the Open Meetings Act. If an open meeting is continued to the following regular business day and, on that following day, the board continues the meeting to another day, the board must give the required written notice of the meeting continued to that other day. *Gov't Code 551.0411(a)*

Inquiry During Meeting

If, at a meeting of a board, a member of the public or of the board inquires about a subject for which notice has not been given, the notice provisions do not apply to a statement of specific factual information given in response to the inquiry or a recitation of existing policy in response to the inquiry. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. *Gov't Code 551.042*

Time and Accessibility of Notice

The notice of a meeting of a board must be posted in a place readily accessible to the general public at all times for at least 72 hours before the scheduled time of the meeting, except as provided at Emergency Meeting or Emergency Addition to Agenda, below. A district shall post notice of each meeting on a bulletin board at a place convenient to the public in the central administrative office of the district. *Gov't Code 551.043(a), .051*

If a district is required to post notice of a meeting on the internet:

1. The district satisfies the requirement that the notice must be posted in a place readily accessible to the general public at all times by making a good-faith attempt to continuously post the notice on the internet during the prescribed period;

2. The district must still comply with any duty imposed by the Open Meetings Act to physically post the notice at a particular location; and

3. If the district makes a good-faith attempt to continuously post the notice on the internet during the prescribed period, the notice physically posted must be readily accessible to the general public during normal business hours.

Gov't Code 551.043(b)

Internet Posting — Notice

If a district maintains an internet website, in addition to the other place at which notice is required to be posted, a board must also concurrently post notice of a meeting on the internet website.

A district that contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more

must also concurrently post the agenda for the board meeting on the district's internet website.

The validity of a posted notice of a meeting or an agenda by a board subject to these provisions that made a good-faith attempt to comply with these requirements is not affected by a failure to comply that is due to a technical problem beyond the control of the district.

Gov't Code 551.056

[See CQA for other website posting requirements.]

Specificity of Agenda/Notice

Agendas for all meetings must be sufficiently specific to inform the public of the subjects to be discussed at the meeting, setting out any special matters to be considered or any matter in which the public has a particular interest. *Cox Enterprises, Inc. v. Austin Indep. Sch. Dist., 706 S.W.2d 956 (Tex. 1986); Point Isabel Indep. Sch. Dist. v. Hinojosa, 797 S.W.2d 176 (Tex. App.—Corpus Christi 1990, writ denied); Atty. Gen. Op. JH-1045 (1977)*

Emergency Meeting or Emergency Addition to Agenda

In an emergency or when there is an urgent public necessity, the notice of a meeting to deliberate or take action on the emergency or urgent public necessity, or the supplemental notice to add the deliberation or taking of action on the emergency or urgent public necessity as an item to the agenda for a meeting for which notice has been posted in accordance with Government Code Chapter 551, Subchapter C, is sufficient if the notice or supplemental notice is posted for at least one hour before the meeting is convened.

A board may not deliberate or take action on a matter at a meeting for which notice or supplemental notice is posted as described above other than:

1. A matter directly related to responding to the emergency or urgent public necessity identified in the notice or supplemental notice of the meeting; or
2. An agenda item listed on a notice of the meeting before the supplemental notice was posted.

An emergency or urgent public necessity exists only if immediate action is required of a board because of:

1. An imminent threat to public health and safety, including a threat described in item 2, below, if imminent; or
2. A reasonably unforeseeable situation, including:
    a. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;

b. Power failure, transportation failure, or interruption of communication facilities;

c. Epidemic; or

d. Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

The board shall clearly identify the emergency or urgent public necessity in the notice of an emergency meeting or supplemental notice.

The sudden relocation of a large number of residents from the area of a declared disaster to a district's jurisdiction is considered a reasonably unforeseeable situation for a reasonable period immediately following the relocation.

Gov't Code 551.045

Catastrophe

A board that is prevented from convening an open meeting that was otherwise properly posted under Government Code 551.041 because of a catastrophe may convene the meeting in a convenient location within 72 hours pursuant to Government Code 551.045 if the action is taken in good faith and not to circumvent the Open Meetings Act. If the board is unable to convene the open meeting within those 72 hours, the board may subsequently convene the meeting only if the board gives the required written notice of the meeting.

"Catastrophe" means a condition or occurrence that interferes physically with the ability of a board to conduct a meeting, including:

1. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;

2. Power failure, transportation failure, or interruption of communication facilities;

3. Epidemic; or

4. Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

Gov't Code 551.0411(b), (c)

Special Notice to News Media

A district shall provide special notice of each meeting to any news media that has requested special notice and agreed to reimburse the district for the cost of providing the special notice. The notice shall be by telephone, facsimile transmission, or electronic mail. *Gov't Code 551.052*

The board president or board member who calls an emergency meeting or adds an emergency item to the agenda of a board meeting shall notify the news media of the emergency meeting or emergency item. The president or member is required to notify only those members of the news media that have previously filed a request containing all pertinent information for the special notice and agreed to reimburse the board for the cost of providing the special notice. The president or member shall give the notice by telephone, facsimile transmission, or electronic mail at least one hour before the meeting is convened. *Gov't Code 551.047*

Meeting by Telephone Conference Call

A board may hold a meeting by telephone conference call only if an emergency or public necessity exists within the meaning of Government Code 551.045 and the convening at one location of a quorum of the board is difficult or impossible, or if the meeting is held by an advisory board.

Technical Requirements and Recording

Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be recorded. The recording shall be made available to the public.

The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

Notice of Location

The telephone conference call meeting is subject to the notice requirements applicable to other meetings. The notice must specify as the location of the meeting the location where meetings of the board are usually held.

Gov't Code 551.125

Meeting by Videoconference

"Videoconference call" or "videoconference" means a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through audio and video signals transmitted over a telephone network, a data network, or the internet. *Gov't Code 551.001(8); 1 TAC 209.1(5)*

A board member or district employee may participate remotely in a board meeting by means of a videoconference call if the video and audio feed of the board member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the provisions below. A board member who participates by videoconference call shall be counted as present at the meeting for all purposes. A board member who participates in a meeting by video

conference call shall be considered absent from any portion of the meeting during which audio or video communication with the member is lost or disconnected. The board may continue the meeting only if a quorum remains present at the meeting location or, if applicable, continues to participate in a meeting conducted as specified at Multiple Counties, below. *Gov't Code 551.127(a-1)–(a-3)*

Quorum in One Location

A meeting may be held by videoconference call only if a quorum of the board is physically present at one location of the meeting, except as provided at Multiple Counties, below.

Multiple Counties

A meeting of a board of a district that extends into three or more counties may be held by videoconference call only if the board member presiding over the meeting is physically present at one location of the meeting that is open to the public during the open portions of the meeting.

Additional Notice Requirements

A meeting held by videoconference call is subject to the notice requirements applicable to other meetings in addition to the notice requirements applicable to meetings by videoconference call.

The notice of a meeting to be held by videoconference call must specify as a location of the meeting the location where a quorum of the board will be physically present and specify the intent to have a quorum present at that location, except that the notice of a meeting held by videoconference call described above at Multiple Counties must specify as a location of the meeting the location where the board member presiding over the meeting will be physically present and specify the intent to have that member present at that location.

Gov't Code 551.127(b)–(e)

Quality of Audio and Video Signals

Each portion of a meeting held by videoconference call that is required to be open to the public shall be visible and audible to the public at the location specified in the notice. If a problem occurs that causes a meeting to no longer be visible and audible to the public at that location, the meeting must be recessed until the problem is resolved. If the problem is not resolved in six hours or less, the meeting must be adjourned.

The location specified in the notice, and each remote location from which a member of the board participates, shall have two-way audio and video communication with each other location during the entire meeting. The face of each participant in the videoconference call, while that participant is speaking, shall be clearly visible, and the voice audible, to each other participant and, during the open portion of the meeting, to the members of the public in attendance

at the physical location described by the notice and at any other location of the meeting that is open to the public.

The quality of the audio and video signals perceptible at each location of the meeting must meet or exceed minimum standards specified by the Department of Information Resources (DIR). The audio and video signals perceptible by members of the public at the location of the meeting described by the notice and at each remote location from which a member participates must be of sufficient quality so that members of the public at each location can observe the demeanor and hear the voice of each participant in the open portion of the meeting.

Gov't Code 551.127(f), (h)–(j)

Minimum Standards

No requirements found in subchapter B of 1 Administrative Code Chapter 209 (minimum standards for meetings held by videoconference by governmental bodies) shall be interpreted to overrule any section of the Open Meetings Act or any rules adopted or opinions issued by the Office of the Attorney General interpreting the Open Meetings Act. *1 TAC 209.4*

Boards conducting open or closed meetings by videoconference call shall review and consider any applicable guidelines promulgated by DIR. *1 TAC 209.5(b)*

Computer-Based Videoconferencing Applications

"Computer-based videoconferencing application" means a commercially available application designed to facilitate videoconferencing between a personal computer to another personal computer or mobile device either one-to-one or in a group environment. *1 TAC 209.1(1)*

All computer-based videoconferencing applications shall employ a minimum bandwidth transmission speed and/or adequate data compression algorithm to produce a sufficient quality for audio and video such that audio volume and clarity and video clarity are sufficient to hear and view all speaking participants on the videoconference clearly.

Computer-based videoconferencing applications may specify unique minimum requirements for computer central processing units, memory, and video capability to run the computer-based videoconferencing application. A board shall comply with these minimum requirements.

If the videoconference call hosts a public audience at a location or locations specified by the official notice of the open meeting posted in compliance with Open Meetings Act requirements, then the dis-

trict shall establish a minimum of one host computer at the location(s) that will run the computer-based videoconferencing application. This host computer shall then be connected to:

1. Either a separate video monitor of size proportional to the room and clearly visible to all in the room or multiple video monitors so that all attendees may clearly view the video stream; and

2. External speakers of suitable volume and sound quality such that all meeting attendees at the host location may clearly hear the meeting.

Any personal computer used by a board member for the purpose of videoconferencing for an open meeting subject to the Open Meetings Act shall contain a camera and speakers of sufficient quality to permit all meeting attendees to see the individual who is using the personal computer and for the individual to hear all speaking attendees.

1 TAC 209.10

Dedicated Video Room Environments

If a board uses a dedicated video room environment (DVRE) for dedicated camera and speaker equipment but is using a computer-based videoconferencing application that is not part of a proprietary DVRE setup, then the district must comply with all minimum standards for computer-based application software, above, and is not subject to the DIR requirements for a DVRE. *1 TAC 209.11(e)*

Note: The minimum standards for videoconference meetings hosted between dedicated video room environments are outlined in 1 Administrative Code 209.1 and 209.11.

Security Requirements

Each board subject to the Open Meetings Act shall review and comply with any additional internal security requirements of their district that may apply to a meeting held by videoconference. *1 TAC 209.12(a)*

Recording

The board shall make at least an audio recording of the meeting. The recording shall be made available to the public.

Remote Participation by the Public

Without regard to whether a member of the board is participating in a meeting from a remote location by videoconference call, a board may allow a member of the public to testify at a meeting from a remote location by videoconference call.

Gov't Code 551.127(g), (k)

Internet Broadcast

Except as provided by Government Code 551.128(b-1), below, and subject to the requirements at Video and Audio Recording of Meeting, below, a board may broadcast an open meeting over the internet.

Except as provided by Government Code 551.128(b-2) [see Existing Website, below], a board that broadcasts a meeting over the internet shall establish an internet site and provide access to the broadcast from that site. The board shall provide on the internet site the same notice of the meeting that the board is required to post under Government Code Chapter 551, Subchapter C. The notice on the internet must be posted within the time required for posting notice under Subchapter C.

Gov't Code 551.128(b), (c)

Note: The provisions at Video and Audio Recording of Meeting apply to a board for a district that has a student enrollment of 10,000 or more.

Video and Audio Recording of Meeting

Required Recording

A board shall:

1. Make a video and audio recording of reasonable quality of each:
   a. Regularly scheduled open meeting that is not a work session or a special called meeting; and
   b. Open meeting that is a work session or special called meeting at which the board votes on any matter or allows public comment or testimony [see BED for requirements regarding public testimony]; and
2. Make available an archived copy of the video and audio recording of each meeting described in item 1.

Internet Posting — Recordings

A board shall:

1. Make the archived recording of each meeting to which these provisions apply available on the internet not later than seven days after the date the recording was made; and
2. Maintain the archived recording on the internet for not less than two years after the date the recording was first made available.

Existing Website

A board may make available the required archived recording on an existing internet site, including a publicly accessible video-sharing or social networking site. The board is not required to establish a

separate internet site and provide access to archived recordings of meetings from that site.

District Website A district that maintains an internet site shall make available on that site, in a conspicuous manner, the archived recording of each meeting or an accessible link to the archived recording of each such meeting.

Exemption A board is exempt from the internet posting requirements if the board's failure to make the required recording of a meeting available is the result of a catastrophe, as defined by Government Code 551.0411 [see Catastrophe, above], or a technical breakdown. Following a catastrophe or breakdown, a board must make all reasonable efforts to make the required recording available in a timely manner.

Television Broadcast A board may broadcast a regularly scheduled open meeting on television.

Gov't Code 551.128(b-1)–(b-6)

Recording by Attendee A person in attendance may record all or any part of an open meeting of a board by means of a recorder, video camera, or other means of aural or visual reproduction. A board may adopt reasonable rules to maintain order at a meeting, including rules relating to the location of recording equipment and the manner in which the recording is conducted. A rule adopted under this provision may not prevent or unreasonably impair a person from exercising a right granted under this provision. *Gov't Code 551.023*

Attorney Consultation A board may use a telephone conference call, videoconference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the board or a private consultation with its attorney in a closed meeting of the board. [See BEC]

Each part of a public consultation by a board with its attorney in an open meeting must be audible to the public at the location specified in the notice of the meeting as the location of the meeting.

These provisions do not authorize the members of a board to conduct a meeting of the board by telephone conference call, video conference call, or communications over the internet; or create an exception to the application of Government Code Chapter 551, Subchapter F (meetings using telephone, videoconference, or internet).

Exception

These provisions do not apply to a consultation with an attorney who is an employee of a district. An attorney who receives compensation for legal services performed, from which employment taxes are deducted by the district, is an employee of the district.

Gov't Code 551.129

Persons with Hearing Impairments

In a proceeding before a board in which the legal rights, duties, or privileges of a party are to be determined by the board after an adjudicative hearing, the board shall supply for a party who is deaf or hearing impaired an interpreter who has qualifications approved by the Texas Commission for the Deaf and Hard of Hearing.

"Deaf or hearing impaired" means having a hearing impairment, regardless of the existence of a speech impairment, that inhibits comprehension of an examination or proceeding, or communication with others.

Gov't Code 558.001, .003

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and Input

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above $50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding $100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

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Note: For more information on property tax exemptions, see the Texas Comptroller's Property Tax Exemptions[1] website.

Exemptions

Homestead

Mandatory

An adult is entitled to exemption from taxation by a district of $25,000 of the appraised value of the adult's residence homestead, as defined by Tax Code 11.13(j), except that only $5,000 of the exemption applies to an entity operating under former Education Code Chapters 17, 18, 25, 26, 27, or 28, as those chapters existed on May 1, 1995, as permitted by Education Code 11.301. *Tax Code 11.13(b)*

Persons 65 or Older or Disabled

In addition to the mandatory exemption above, an adult who is disabled, as defined by Tax Code 11.13(m)(1), or 65 or older is entitled to an exemption of $10,000 of the appraised value of the individual's residence homestead. *Tax Code 11.13(c)*

Tax Limitation

A district may not increase the total annual amount of ad valorem tax it imposes on the residence homestead of an individual 65 years of age or older, or on the residence homestead of an individual who is disabled, above the amount of the tax it imposed in the first tax year in which the individual qualified that residence homestead for an applicable exemption. *Tax Code 11.26(a)*

Improvements

If an individual subject to a tax limitation makes improvements to the individual's residence homestead, other than improvements required to comply with governmental requirements or repairs, the district may increase the tax on the homestead in the first year the value of the homestead is increased on the appraisal roll because of the enhancement of value by the improvements. A limitation then applies to the increased amount of tax until more improvements, if any, are made. *Tax Code 11.26(b)*

Exception

An improvement to property that would otherwise constitute an improvement discussed above is not treated as an improvement if it is a replacement structure for a structure that was rendered uninhabitable or unusable by a casualty or by wind or water damage. For purposes of appraising the property in the tax year in which the structure would have constituted an improvement, the replacement structure is considered to be an improvement only if the square footage of the replacement structure exceeds that of the replaced structure as that structure existed before the casualty or damage occurred or the exterior of the replacement structure is of higher quality construction and composition than that of the replaced structure. *Tax Code 11.26(o)*

Portability of Tax Limitation

If an individual who receives a tax limitation, including a surviving spouse, discussed below, subsequently qualifies a different residence homestead for the same exemption, a district may not impose ad valorem taxes on the subsequently qualified homestead in a year in an amount that exceeds the amount of taxes calculated in accordance with Tax Code 11.26(g). *Tax Code 11.26(g)*

Surviving Spouse

If an individual who qualifies for the exemption at Persons 65 or Older or Disabled, above, dies, the surviving spouse of the individual is entitled to the limitation applicable to the residence homestead of the individual if the surviving spouse is 55 years of age or older when the individual dies, and the residence homestead of the individual is the residence homestead of the surviving spouse on the date that the individual dies and remains the residence homestead of the surviving spouse. *Tax Code 11.26(i)*

Local Options

All Taxpayers

In addition to other exemptions in Tax Code 11.13, an individual is entitled to an exemption from taxation by a district of a percentage of the appraised value of the individual's residence homestead if the exemption is adopted by the board before July 1 in the manner provided by law for official action by the board. If the percentage set by the district produces an exemption in a tax year of less than $5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of $5,000 of the appraised value. The percentage adopted by the district may not exceed 20 percent. *Tax Code 11.13(n)*

Disabled or 65 or Older

An individual who is disabled or 65 or older is entitled to an exemption from taxation by a district of a portion of the appraised value of the individual's residence homestead if the exemption is adopted either by the board or by a favorable vote of a majority of the qualified voters of the district at an election called by the board, and the board shall call the election on the petition of at least 20 percent of the number of qualified voters who voted in the preceding election of the district.

Amount

The amount of an exemption adopted as provided at Disabled or 65 or Older is $3,000 of the appraised value of the residence homestead unless a larger amount is specified by the board if the board authorizes the exemption or the petition for the election if the exemption is authorized through an election. Once authorized, an exemption adopted may be repealed or decreased or increased in amount by the board or by the petition and election procedure. In the case of a decrease, the amount of the exemption may not be reduced to less than $3,000 of the market value.

Tax Code 11.13(d)–(f)

Continuation of Exemption during Construction

If a qualified residential structure for which the owner receives a homestead exemption under Tax Code 11.13 is rendered uninhabitable or unusable by a casualty or by wind or water damage, the owner may continue to receive the exemption for the structure and the land and improvements used in the residential occupancy of the structure while the owner constructs a replacement qualified residential structure on the land in accordance with Tax Code 11.135. *Tax Code 11.135(a), .26(n); 34 TAC 9.416*

Surviving Spouse of First Responder

The surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead if the surviving spouse is an eligible survivor for purposes of Government Code Chapter 615 as determined by the Employees Retirement System of Texas and has not remarried since the first responder's death. *Tax Code 11.134*

Veteran Exemptions

100 Percent Disabled

A disabled veteran who has been awarded by the U.S. Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead. *Tax Code 11.131(b)*

Partially Disabled with Donated Residence

A disabled veteran who has a disability rating of less than 100 percent is entitled to an exemption from taxation of a percentage of the appraised value of the disabled veteran's residence homestead equal to the disabled veteran's disability rating if the residence homestead was donated to the disabled veteran by a charitable organization at no cost to the disabled veteran, or at some cost to the disabled veteran in the form of a cash payment, a mortgage, or both in an aggregate amount that is not more than 50 percent of the good faith estimate of the market value of the residence homestead made by the charitable organization as of the date of the donation. *Tax Code 11.132(b)*

Surviving Spouse of Veteran

The surviving spouse of a disabled veteran, as defined by Tax Code 11.22(h)(3), is entitled to the same exemption from taxation of the same property to which the disabled veteran's exemption applied or would have applied if it had been in effect on the date of death if:

1. The surviving spouse has not remarried since the death of the disabled veteran; and

2. The property was the residence homestead of the surviving spouse when the disabled veteran died and remains the residence homestead of the surviving spouse.

Tax Code 11.131(c), .132(c)

Surviving Spouse of Individual Killed in Action

The surviving spouse of a member of the armed services of the United States who is killed or fatally injured in the line of duty is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the death of the member of the armed services. *Tax Code 11.133(b)*

Tex. Const. Art. VIII, Sec. 1-b (Residence Homestead Tax Exemptions and Limitations)

Disabled Veteran

A disabled veteran is entitled to an exemption from taxation of a portion of the assessed value of a property the veteran owns and designates under Tax Code 11.22(f). *Tax Code 11.22*

Exemption for Subsequent Residence

The surviving spouse of a first responder, disabled veteran, or armed services member killed in action who receives an exemption for a residence homestead is entitled to receive an exemption from taxation of a different property that the surviving spouse subsequently qualifies as the surviving spouse's residence homestead in an amount equal to the dollar amount of the exemption from taxation of the first property for which the surviving spouse received the exemption in the last year in which the surviving spouse received that exemption if the surviving spouse has not remarried. *Tax Code 11.131(d), .132(d), .133(c), .134(d)*

Temporary Exemption for Property Damaged by Disaster

A person is entitled to an exemption from taxation by a district of a portion of the appraised value of qualified property, as defined by Tax Code 11.35(a), that the person owns in an amount determined by the chief appraiser under Tax Code 11.35(h). *Tax Code 11.35(b)*

A person who qualifies for an exemption under this provision must apply for the exemption not later than the 105th day after the date the governor declares the area in which the person's qualified property is located to be a disaster area. *Tax Code 11.43(s)*

"Damage" means physical damage. *Tax Code 11.35(a)(1)*

Optional Exemptions

Among others, a board may grant additional tax exemptions in accordance with applicable law for:

1. Residential property owned by the United States or an agency of the United States and used to provide transitional housing for the indigent under a program operated or directed by the

U.S. Department of Housing and Urban Development. *Tax Code 11.111*

2. Land and housing units on the land owned by a community land trust. *Tax Code 11.1827*

3. Certain historic structures or archeological sites and the land necessary to access and use the structure or archeological site. The board may not repeal or reduce the amount of an exemption for a property that otherwise qualifies for the exemption unless the property owner consents to the repeal or reduction or the district provides written notice of the repeal or reduction to the owner not later than five years before the date the board repeals or reduces the exemption. *Tax Code 11.24*

4. Property on which approved water conservation initiatives, desalination projects, or brush control initiatives have been implemented. *Tax Code 11.32*

If a district adopts, amends, or repeals an exemption that the district by law has the option to adopt or not, the district shall notify the appraisal office of its action and of the terms of the exemption within 30 days after the date of its action. *Tax Code 6.08*

Goods-in-Transit *Exemption*

A person is entitled to an exemption from taxation of the appraised value of that portion of the person's property that consists of goods-in-transit, as defined in Tax Code 11.253(a)(2). *Tax Code 11.253(b)*

[For information on the board's option in a district located in a disaster area to extend the date by which goods-in-transit must be transported, see Tax Code 11.253(l).]

Option to Tax

A board, by official action, may provide for the taxation of goods-in-transit exempt under Tax Code 11.253(b) and not exempt under other law. The official action to tax the goods-in-transit must be taken before January 1 of the first tax year in which the board proposes to tax goods-in-transit. Before acting to tax the exempt property, a board must conduct a public hearing as required by Texas Constitution Article VIII, Section 1-n(d). If the board provides for the taxation of the goods-in-transit as provided by this provision, the exemption stated above does not apply to that district. The goods-in-transit remain subject to taxation by the district until the board, by official action, rescinds or repeals its previous action to tax goods-in-transit, or otherwise determines that the exemption will apply to that district.

Notwithstanding official action that was taken before October 1, 2011, to tax goods-in-transit, a district may not tax such goods-in-

transit in a tax year that begins on or after January 1, 2012, unless the board takes official action on or after October 1, 2011, to provide for the taxation of the goods-in-transit.

Exception

If a board, before October 1, 2011, took action to provide for the taxation of goods-in-transit and pledged the taxes imposed on the goods-in-transit for the payment of a debt of the district, the district tax officials may continue to impose the taxes against the goods-in-transit until the debt is discharged, if cessation of the imposition would impair the obligation of the contract by which the debt was created.

Tax Code 11.253(j)–(j-2)

Payment Options

The board may adopt, by official action, one or both of the discount options below. *Tax Code 31.05(a)*

Discounts

Option 1

A district may adopt the following discounts to apply regardless of the date on which the district mails its tax bills:

1. Three percent if the tax is paid in October or earlier.
2. Two percent if the tax is paid in November.
3. One percent if the tax is paid in December.

Tax Code 31.05(b)

This discount does not apply to taxes that are calculated too late for it to be available. *Tax Code 31.04(c)*

Option 2

A district may adopt the following discounts to apply when the district mails its tax bills after September 30:

1. Three percent if the tax is paid before or during the next full calendar month following the date on which the tax bills were mailed.
2. Two percent if the tax is paid during the second full calendar month following the date on which the tax bills were mailed.
3. One percent if the tax is paid during the third full calendar month following the date on which the tax bills were mailed.

Tax Code 31.05(c)

Both Options

If a board adopts both discounts, the discounts described at Option 1 apply unless the tax bills for the district are mailed after September 30, in which case only the discounts described at Option 2 apply. *Tax Code 31.05(a)*

Rescission

The board may rescind a discount lawfully adopted by the board. The rescission of a discount takes effect in the tax year following the year in which the discount is rescinded. *Tax Code 31.05(d)*

Split Payments

The board of a district that collects its own taxes may provide, by official action, that a person who pays one-half of the district's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest at any time before July 1 of the following year.

If a board contracts with the appraisal district for collection of taxes, the split-payment option does not apply to taxes collected by the appraisal district unless approved by resolution adopted by a majority of the governing bodies of the taxing units whose taxes the appraisal district collects and filed with the secretary of the appraisal district board of directors. The split-payment option may be revoked in the same manner as provided for adoption.

Tax Code 31.03

This payment option does not apply to taxes that are calculated too late for it to be available. *Tax Code 31.04(c)*

In Certain Counties

The board of a district located in a county having a population of not less than 285,000 and not more than 300,000 that borders a county having a population of 3.3 million or more and the Gulf of Mexico that has its taxes collected by another taxing unit that has adopted the split-payment option may provide, by official action, that the split-payment option does not apply to the district's taxes collected by the other taxing unit. *Tax Code 31.03(d)*

Installment Payments

Certain Homesteads

An individual who is disabled or at least 65 years of age and qualified for a homestead exemption under Tax Code 11.13(c), or an individual who is a disabled veteran or the unmarried surviving spouse of a disabled veteran and qualified for an exemption under Tax Code 11.132 or 11.22, may pay district taxes imposed on the person's residence homestead property in four equal installments without penalty or interest if paid by the applicable dates set out in Tax Code 31.031. *Tax Code 31.031*

Disaster or Emergency Area

Property Damaged — Automatic

A person may pay district taxes imposed on certain property the person owns in four equal installments without penalty or interest if paid in accordance with Tax Code 31.032.

This provision applies to real and tangible personal property described in Tax Code 31.032(a) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.

Tax Code 31.032

Property Not Damaged — Board Option

The board may authorize a person to pay district taxes imposed on certain property that the person owns in installments. If the board adopts the installment-payment option under this provision, Tax Code 31.032(b), (b-1), (c), and (d) apply to the payment by a person of district taxes imposed on property that the person owns in the same manner as those subsections apply to the payment of taxes imposed on property to which Tax Code 31.032 applies.

This provision applies to real and tangible personal property described in Tax Code 31.033(b) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.

Tax Code 31.033; 34 TAC 9.3061(b), (c)

Definitions

"Disaster" has the meaning assigned by Government Code 418.004.

"Emergency" means a state of emergency proclaimed by the governor under Government Code 433.001.

Tax Code 31.032(g), .033(a); 34 TAC 9.3061(a)

Services in Lieu of Paying Taxes

The board by resolution may permit certain individuals or business entities to perform certain services for the district in lieu of paying the district property taxes. While performing services for a district, the individual is not an employee of the district and is not entitled to any benefit, including workers' compensation coverage, that the district provides to its employees. *Tax Code 31.035, .036, .037*

Persons 65 and Over

Subject to the requirements of Tax Code 31.035, the board by order or resolution may permit an individual who is at least 65 years of age to perform service for the district in lieu of paying taxes imposed by a district on property owned by the individual and occupied as the individual's residence homestead. Property owners performing services for a district under this provision may only supplement or complement the regular personnel of the district. A district may not reduce the number of persons the district employs or reduce the number of hours to be worked by employees of the district because the district permits property owners to perform services for the district under this provision. *Tax Code 31.035(a), (g)*

Teaching Services

An individual is qualified to perform teaching services for a district under the provisions below only if the individual holds a baccalaureate or more advanced degree in a field related to each course to be taught and:

1. Is certified as a classroom teacher under Education Code Chapter 21, Subchapter B; or

2. Obtains a school district teaching permit under Education Code 21.055.

Tax Code 31.036(h), .037(i)

By Individual

Subject to the requirements of Tax Code 31.036, the board by resolution may permit qualified individuals to perform teaching services for the district at a junior high school or high school of the district in lieu of paying taxes imposed by the district on property owned and occupied by the individual as a residence homestead. *Tax Code 31.036*

By Employee of Business Entity

Subject to the requirements of Tax Code 31.037, a board by resolution may authorize a corporation or other business entity to permit a qualified individual employed by the business entity to perform teaching services in a high school or a junior high school for the district in lieu of paying taxes imposed by the district on property owned by the business entity. *Tax Code 31.037*

Delinquent Taxes

Delinquency Date

Except as provided by Tax Code 31.02(b) (payment by certain eligible persons on active duty in the armed forces), 31.03 (split payments), and 31.04 (postponement of delinquency date based on mailing date of tax bills), taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. *Tax Code 31.02*

Note: Delinquent taxes incur penalties and accrue interest in accordance with Tax Code 33.01, subject to any waiver by the board pursuant to Tax Code 33.011.

Delinquent Tax Collection

A board may contract with any competent attorney to represent the district to enforce the collection of delinquent taxes. The attorney's compensation is set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected. *Tax Code 6.30(c)* [See CH(LEGAL) regarding contingent fee contracts for legal services and Government Code 2254.102(e) for additional requirements.]

Additional Penalties

The board may provide, by official action, that taxes that become delinquent at a certain time incur an additional penalty to defray costs of collection if the board has contracted with an attorney as provided above. *Tax Code 33.07, .08*

[1] Texas Comptroller Property Tax Exemptions website: https://comptroller.texas.gov/taxes/property-tax/exemptions/

Accounting System

A board must adopt and install a standard school fiscal accounting system that conforms with generally accepted accounting principles. The accounting system must meet at least the minimum requirements prescribed by the commissioner of education, subject to review and comment by the state auditor. *Education Code 44.007(a), (b)*

Financial Accountability System Resource Guide

The rules for financial accounting are described in the official Texas Education Agency (TEA) publication, *Financial Accountability System Resource Guide*, Version 18.0, which is adopted by reference as TEA's official rule. A copy is available on the TEA website with information related to financial compliance. *19 TAC 109.1, .41, .5001*

Report of Revenues and Expenditures

A record must be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with TEA on or before the date set by the State Board of Education. *Education Code 44.007(c), (d)*

Financial Statement

The board shall prepare an annual financial statement showing for each fund subject to the board's authority during the fiscal year:

1. The total receipts of the fund, itemized by source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived;
2. The total disbursements of the fund, itemized by the nature of the expenditure; and
3. The balance in the fund at the close of the fiscal year.

Local Gov't Code 140.005

Publication

The board president shall submit the annual financial statement to a daily, weekly, or biweekly newspaper published within the boundaries of the district. If a daily, weekly, or biweekly newspaper is not published within the boundaries of the district, the financial statement shall be published in a newspaper in each county in which the district or any part of the district is located. If a district is located in more than one county, the financial statement may be published in a newspaper that has general circulation in the district. If a newspaper is not published in the county, the financial statement may be published in a newspaper in an adjoining county.

The statement shall be published in accordance with the accounting method required by TEA not later than the 150th day after the date the fiscal year ends.

Local Gov't Code 140.006

Annual Local Debt Report

A district shall annually compile and report certain financial information ("Annual Local Debt Report") in the manner prescribed by Local Government Code 140.008 and 34 Administrative Code 10.1–.6. *Local Gov't Code 140.008(b); 34 TAC 10.2(a)*

The Annual Local Debt Report must include the following financial information:

1. Regarding total authorized debt obligations:
    a. The amount of all authorized debt obligations;
    b. The principal of all outstanding debt obligations;
    c. The combined principal and interest required to pay all outstanding debt obligations on time and in full;
    d. The amount of all authorized debt obligations secured by property taxes;
    e. The principal of all outstanding debt obligations secured by property taxes;
    f. The combined principal and interest required to pay all outstanding debt obligations secured by property taxes on time and in full;
    g. The amount of all authorized debt obligations secured by property taxes expressed as a per capita amount;
    h. The principal of all outstanding debt obligations secured by property taxes expressed as a per capita amount;
    i. The combined principal and interest required to pay all outstanding debt obligations on time and in full for all obligations secured by property taxes expressed as a per capita amount; and
    j. The current credit rating on total debt obligations given by any nationally recognized credit rating organization.
2. Regarding each authorized debt obligation:
    a. The principal of each outstanding debt;

b. The principal of each outstanding debt obligation secured by property taxes expressed as a per capita amount;

c. The combined principal and interest required to pay each outstanding debt obligation on time and in full;

d. The combined principal and interest required to pay each outstanding debt obligation on time and in full expressed as a per capita amount;

e. The issued and unissued amounts, the spent and unspent amounts, the maturity date and the stated purpose for which each debt obligation was authorized; and

f. The current credit rating on each debt obligation given by any nationally recognized credit rating organization.

3. Any other information considered relevant or necessary to explain the above required data elements, such as explanations of payment sources for different kinds of debt or projections of per capita amounts of ad valorem taxation-secured obligations as of the last day of the maximum term of the most recent debt obligation issued by the district.

34 TAC 10.2; Local Gov't Code 140.008(b)

Submission to Comptroller

The comptroller shall provide a location on the comptroller's internet website where a district may submit the financial information described above and any other related information required or requested by the comptroller for the Annual Local Debt Report.

The comptroller shall prescribe the form and manner in which financial information, financial documents, and related information must be submitted under these provisions. These instructions and other information related to local government debt reporting will be provided on the comptroller's internet website.

34 TAC 10.3

Reporting Requirement

On an annual basis and within 180 days of the end of the most recently completed fiscal year, a district shall, in accordance with the reporting requirements set forth under Local Government Code 140.008, either:

1. Submit an Annual Local Debt Report to the comptroller as described at Submission to Comptroller, above, in the form and in the manner prescribed by the comptroller and, if the district maintains an internet website, continually maintain a link from its website to the location on the comptroller's website where the district's financial information may be viewed; or

2. Post its contact information and the information required in an Annual Local Debt Report on the district's own internet website and make the report available for inspection by any person in accordance with other law.

A district that elects to post a report of its financial information on its own internet website as described in item 2 above shall provide upon request an electronic link to the location on the district's website where the information can be viewed to facilitate compliance with the requirements of this provision and to enable the comptroller to maintain a searchable database of local debt information that is comprehensive, accurate, and complete.

34 TAC 10.4; Local Gov't Code 140.008(c), (d), (f)

Definitions

The phrases, words, and terms used in the foregoing provisions shall have the meanings set out in 34 Administrative Code 10.1, unless the context clearly indicates otherwise. *34 TAC 10.1*

School FIRST Annual Financial Management Report

Each district is required to report information and financial accountability ratings to parents, taxpayers, and other stakeholders by implementing the reporting procedures below. *19 TAC 109.1001(q)*

Report Requirements

Each district must prepare and distribute an annual financial management report in accordance with 19 Administrative Code 109.1001(q). *19 TAC 109.1001(q)(1)*

The annual financial management report for a district must include:

1. A description of its financial management performance based on a comparison, provided by TEA, of its performance on the indicators established by the commissioner and reflected in 19 Administrative Code 109.1001. The report will contain information that discloses:

   a. State-established standards; and

   b. The district's financial management performance under each indicator for the current and previous year's financial accountability ratings [see CFC];

2. Any descriptive information required by the commissioner, including:

   a. A copy of the superintendent's current employment contract or other written documentation of employment if no contract exists. This must disclose all compensation and benefits paid to the superintendent. The district may publish the superintendent's employment contract on its website instead of publishing it in the annual financial management report;

b. A summary schedule for the fiscal year (12-month period) of expenditures paid on behalf of the superintendent and each board member and total reimbursements received by the superintendent and each board member. This includes transactions on the district's credit card(s), debit card(s), stored-value card(s), and any other similar instrument(s) to cover expenses incurred by the superintendent and each board member. The summary schedule must separately report reimbursements for meals, lodging, transportation, motor fuel, and other items. The summary schedule of total reimbursements should not include reimbursements for supplies and materials that were purchased for the operation of the district;

c. A summary schedule for the fiscal year of the dollar amount of compensation and fees received by the superintendent from an outside school district or any other outside entity in exchange for professional consulting or other personal services. The schedule must separately report the amount received from each entity;

d. A summary schedule for the fiscal year of the total dollar amount of gifts that had a total economic value of $250 or more received by the executive officers and board members.

(1) This reporting requirement applies only to:

(a) Gifts received by the district's executive officers and board members (and their immediate family as described by Government Code Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity) from an outside entity that received payments from the district in the prior fiscal year, and

(b) Gifts from competing vendors that were not awarded contracts in the prior fiscal year;

(2) This reporting requirement does not apply to reimbursement by an outside entity for travel-related expenses when the purpose of the travel was to investigate matters directly related to an executive officer's or board member's duties or to investigate matters related to attendance at education-related conferences and seminars with the primary purpose of providing continuing education (this exclusion does not apply to trips for entertainment purposes or pleasure trips);

(3) This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had a total economic value of less than $250 per executive officer or board member; and

e. A summary schedule for the fiscal year of the dollar amount received by board members for the total amount of business transactions with the district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members; and

3. Any other information the board of the district determines to be useful.

19 TAC 109.1001(q)(3)

Public Hearing

Each district must provide the public with an opportunity to comment on the report at a public hearing. *19 TAC 109.1001(q)(2)*

The board must hold a public hearing on the report within two months after receiving a final financial accountability rating. The public hearing must be held at a location in the district's facilities.

At the hearing, the district must provide the annual financial management report to the attending parents and taxpayers.

19 TAC 109.1001(q)(4), (5); Education Code 39.083(d)

Notice

The board must give notice of the hearing to owners of real property in the geographic boundaries of the district and to parents of district students.

In addition to other notice required by law, the board must provide notice of the hearing:

1. To a newspaper of general circulation in the geographic boundaries of the district in one posting prior to holding the public meeting, providing the time and place of the hearing. The notice in the newspaper may not be earlier than 30 days or later than ten days before the date of the hearing. If no newspaper is published in the county in which the district's central administration office is located, then the board must publish the notice in the county nearest to the county seat of the county in which the district's central administration office is located; and

2. Through electronic mail to the mass communication media serving the district, including, but not limited to, radio and television.

19 TAC 109.1001(q)(4); Education Code 39.083(d)

Dissemination — After the hearing, the report shall be disseminated in the district in the manner prescribed by the commissioner. *Education Code 39.083(e)*

Records Retention — The district must retain the annual financial management report for at least three years after the public hearing and make it available to parents and taxpayers upon request. *19 TAC 109.1001(q)(6)*

Corrective Action Plan — Each district that received an F rating must file a corrective action plan with TEA, prepared in accordance with instructions from the commissioner, within one month after the district's public hearing. *19 TAC 109.1001(q)(7); Education Code 39.0824*

Projected Deficit

If the commissioner, based on the indicators adopted under Education Code 39.082 [see CFC], projects a deficit for a district general fund within the following three school years, TEA shall provide the district interim financial reports, including projected revenues and expenditures, to evaluate the district's current budget status.

TEA may require a district to submit additional information needed to produce a financial report. If a district fails to provide information requested or if the commissioner determines that the information submitted by a district is unreliable, the commissioner may order the district to acquire professional services under Education Code 39A.902 [see AIC].

Education Code 39.0823

Annual Audit

The board shall have its district fiscal accounts audited annually at district expense by a certified or public accountant holding a permit from the State Board of Public Accountancy. The audit must be completed following the close of each fiscal year.

The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education (SBOE), subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the district through the Public Education Information Management System (PEIMS).

Education Code 44.008(a), (b)

Audit Requirements and Procedures

A district must file with the Texas Education Agency (TEA) an annual financial and compliance report and, if applicable, a state compensatory agreed-upon procedures report. These reports must be audited by an independent auditor, and the audit must be reviewed by TEA, including review of auditors' working papers, in accordance with the *Financial Accountability System Resource Guide*, as adopted by reference in 19 Administrative Code 109.41.

The annual financial audit report and state compensatory agreed-upon procedures report are due 150 days after the end of the fiscal year.

Independent Auditor

The district must hire at its own expense an independent auditor to conduct an independent audit of its financial statements and provide an opinion on its annual financial and compliance report.

The independent auditor must:

1. Be associated with a certified public accountancy (CPA) firm that has a current valid license issued by the Texas State Board of Public Accountancy or a state licensing agency from another state;
2. Be a certified public accountant with a current valid license issued by the Texas State Board of Public Accountancy, as required under Education Code 44.008; and
3. Adhere to the generally accepted auditing standards (GAAS), adopted by the American Institute of CPAs (AICPA), as amended, and the generally accepted government auditing standards (GAGAS), adopted by the U.S. Government Accountability Office, as amended.

The CPA firm must:

1. Be a member of the AICPA Governmental Audit Quality Center (GAQC);

2. Adhere to GAQC's membership requirements; and

3. Collectively have the knowledge, skills, and experience to be competent for the audit being conducted, including thorough knowledge of the government auditing requirements and:

   a. Texas public school district environment;

   b. Public sector; or

   c. Nonprofit sector.

If at any time the TEA division responsible for financial compliance reviews an audit firm's working papers and finds that the firm or the quality of the work does not meet the required standards, the division may require the district to change its audit firm.

19 TAC 109.23

Financial Accountability System Resource Guide

The rules for financial accounting are described in the official TEA publication *Financial Accountability System Resource Guide*, Version 18.0, which is adopted by reference as TEA's official rule. A copy is available on the TEA website with information related to financial compliance. *19 TAC 109.41, .5001*

Filing of Report

A copy of the annual audit report, approved by the board, shall be filed with TEA not later than the 150th day after the end of the fiscal year for which the audit was made. If a board declines or refuses to approve its auditor's report, it shall nevertheless file with TEA a copy of the audit report with its statement detailing reasons for failure to approve the report. *Education Code 44.008(d)*

Internet Posting of Audit

Each district shall maintain an internet website or have access to a generally accessible internet website that may be used for the purposes of this provision. Each district shall post or cause to be posted on the internet website the information required by Tax Code 26.18, including the district's most recent financial audit, in a format prescribed by the comptroller. *Tax Code 26.18* [See CE for other required information that must be posted.]

Note: For information on the efficiency audit required before a district may hold an election to seek voter approval to adopt a maintenance and operations tax rate, see CCG.

Financial Records

Each treasurer receiving or having control of any school fund of any district shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the district's itemized accounts and records shall be available to audit. *Education Code 44.008(c)*

Financial Accountability Rating System (School FIRST)

TEA will assign a financial accountability rating to each district as required by Education Code 39.082.

TEA will base the financial accountability rating of a district on its overall performance on the financial measurements, ratios, and other indicators established by the commissioner. Financial accountability ratings for a rating year are based on the data from the immediate prior fiscal year.

A financial accountability rating remains in effect until replaced by a subsequent rating.

19 TAC 109.1001(b), (e), (l)

Issuance of Ratings

TEA will issue a preliminary financial accountability rating to a district on or before August 8 of each year. TEA will not delay the issuance of a preliminary or final rating if a district fails to meet the statutory deadline under Education Code 44.008 for submitting the annual financial report (AFR). Instead, the district will receive an F rating for substandard achievement.

Appeals

A district may appeal its preliminary financial accountability rating through the appeals process described at 19 Administrative Code 109.1001(n).

If TEA receives an appeal of a preliminary rating, TEA will issue a final rating to the district no later than 60 days after the deadline for submitting appeals. If TEA does not receive an appeal of a preliminary rating, the preliminary rating automatically becomes a final rating 31 days after issuance of the preliminary rating.

A final rating issued by TEA may not be appealed under Education Code 7.057 or any other law or rule.

19 TAC 109.1001(m)–(o)

[For information on the reporting requirements regarding a district's financial accountability rating, see CFA.]

Mandatory Drills

Each district shall conduct emergency safety drills in accordance with Education Code 37.114. Drills do not include persons role playing as active aggressors or other simulated threats.

Definitions

The following words and terms related to drills and exercises shall have the following meanings, unless the context clearly indicates otherwise. These definitions do not apply to an active threat exercise, which is defined in Education Code 37.1141 [see Active Threat Exercises, below].

Active aggressor: An individual actively engaged in killing or attempting to kill people in a confined and populated area.

Drill: A set of procedures that test a single, specific operation or function. Drills do not include persons role playing as active aggressors or other simulated threats. Drill examples include evacuating for a fire or locking down from an internal threat.

Evacuation drill: A response action schools take to quickly move students and staff from one place to another. The primary objective of an evacuation is to ensure that all staff, students, and visitors can quickly move away from the threat. Evacuation examples include a bomb threat or internal gas leak.

Exercise: An instrument to train for, assess, practice, and improve performance in mitigation, prevention, preparedness, response, and recovery in a risk-free environment. While drills and exercises may overlap in some aspects, discussion-based and operation-based exercises are often more in depth and multi-faceted.

Fire evacuation drill: A method of practicing how a building would be vacated in the event of a fire. The purpose of fire drills in buildings is to ensure that everyone knows how to exit safely as quickly as possible.

Full-scale exercise: Typically the most complex and resource-intensive type of exercise. It involves multiple agencies, organizations, and jurisdictions and validates many facets of preparedness. This exercise often includes many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. Resources and staff are mobilized as needed. All actions are taken as if the emergency is real. A full-scale exercise is the most time-consuming activity in the exercise continuum and is a multiagency, multijurisdictional effort in which all resources are deployed. A full-scale exercise tests collaborations among the agencies and participants, public information systems, communication systems, and equipment. An Emergency Operations Center is established by either law enforcement or fire services, and the ICS is activated. Because of all the logistics and resources needed for

a full-scale exercise, it often takes a year to plan and is not held often. Usually, a school district is not the organizer of such an exercise, but the district or school would play a critical role in both function and potential facility use.

Functional exercise: Designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. A functional exercise is typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. It allows participants to practice their specific roles or functions in an emergency. This type of exercise is conducted in a realistic, real-time simulated environment and often includes simulators (individuals who assist with the facilitation of the exercise) and follows a master scenario events list that dictates additional information, occurrences, or activities that affect the exercise scenario.

Lockdown drill: A response action schools take to secure interior portions of school buildings and grounds during incidents that pose an immediate threat of violence inside the school. The primary objective is to quickly ensure all school students, staff, and visitors are secured away from immediate danger.

Secure drill: A response action schools take to secure the perimeter of school buildings and grounds during incidents that pose a threat or hazard outside of the school building. This type of drill uses the security of the physical facility to act as protection to deny entry.

Seminar exercise: A discussion-based exercise designed to orient participants to new or updated plans, policies, or procedures through informal discussions. Seminar exercises are often used to impart new information and formulate new ideas.

Shelter-in-place for hazardous materials (hazmat) drill: A response action schools take to quickly move students, staff, and visitors indoors, perhaps for an extended period of time, because it is safer inside the building than outside. Affected individuals may be required to move to rooms without windows or to rooms that can be sealed. Examples of a shelter-in-place for hazmat drill include train derailment with chemical release or smoke from a nearby fire.

Shelter for severe weather drill: A response action schools take to quickly move students, staff, and visitors indoors, perhaps for an extended period of time, because it is safer inside the building than outside. For severe weather, depending on the type and/or threat level (watch versus warning), affected individuals may be required to move to rooms without windows on the lowest floor possible or to a weather shelter.

Tabletop exercise: A small group discussion that walks through a scenario and the courses of action a school will need to take before, during, and after an emergency to lessen the impact on the school community. Participants problem-solve together through a detailed discussion of roles, responsibilities, and anticipated courses of action. A tabletop exercise leverages a defined scenario to direct discussion and may need an experienced facilitator depending on the complexity and objectives of the exercise.

Workshop exercise: A type of discussion-based exercise focused on increased participant interaction and achieving or building a product (e.g., plans or policies). A workshop exercise is typically used to test new ideas, processes, or procedures; train groups in coordinated activities; and obtain consensus. A workshop exercise often uses breakout sessions to explore parts of an issue with smaller groups.

Frequency

Education Code 37.114(2) requires the commissioner of education to designate the number of mandatory school drills to be conducted each semester of the school year, not to exceed eight drills each semester and sixteen drills for the entire school year. Neither 19 Administrative Code 103.1209, nor the law, precludes a district from conducting more drills as deemed necessary and appropriate by the district. Following is the required minimum frequency of drills by type:

1. Secure drill — One per school year.
2. Lockdown drill — Two per school year (once per semester).
3. Evacuation drill — One per school year.
4. Shelter-in-place for hazmat drill — One per school year.
5. Shelter for severe weather drill — One per school year.
6. Fire evacuation drill — Districts should consult with their local fire marshal and comply with their local fire marshal's requirements and recommendations. If a district does not have a local fire marshal, it shall conduct four per school year (two per semester).

Best Practices

For more information about best practices for conducting drills and exercises, refer to Texas School Safety Center (TxSSC) guidance.

Drills and exercises should be designed and conducted in accordance with guidance and best practice resources provided by the TxSSC.

Drill and exercise design should include purpose, goals, and objectives that are stated in plans for each type of drill. Purpose, goals,

and objectives should be developed with input from all sectors of the school community. Input in planning should be sought from multiple stakeholder perspectives for each type of drill and exercise, including from:

1. The district School Safety and Security Committee;
2. First responders;
3. Mental and behavioral health professionals;
4. Students and families; and
5. Staff, including nontraditional teachers, coaches, trade instructors, custodians, and food service workers.

Drill and exercise design elements should include:

1. Physical and psychological safety for all participants;
2. Planning in a trauma-informed manner to maximize learning and to minimize potential trauma for students and staff;
3. Providing advance notification of drills and exercises;
4. Planning for post-drill or after-action reviews of each drill and exercise; and
5. Ensuring drills and exercises are age and developmentally appropriate with the understanding that more complex drills and exercises will require a hierarchy of learning to achieve or obtain more advanced goals or objectives.

Exercises tend to be more complex than drills and should be conducted in accordance with guidance and resources provided by the TxSSC. It is imperative that districts conduct exercises that match their experience and capabilities. It is usually best to start with discussion-based exercises and work up to operation-based exercises over time. Discussion-based exercises include seminar exercises, tabletop exercises, and workshop exercises. Operation-based exercises include functional exercises and full-scale exercises. Exercises can be used for:

1. Testing and validating policies, plans, procedures, training, equipment, and interagency agreements;
2. Clarifying and training personnel in roles and responsibilities;
3. Improving interagency coordination and communications;
4. Identifying gaps in resources;
5. Improving individual performance; and

6. Identifying opportunities for improvement.

19 TAC 103.1209; Education Code 37.114

Active Threat Exercises

Not Mandatory

A district that elects to conduct an active threat exercise, defined as any exercise that includes a simulated active aggressor or an active shooter simulation, shall do so in accordance with Education Code 37.1141 and 19 Administrative Code 103.1211.

Districts are not required to conduct active threat exercises.

Districts may consider using a tabletop exercise as defined in 19 Administrative Code 103.1209 [see Mandatory Drills, above] to achieve the purpose, goals, and objectives of the exercise rather than using a functional or full-scale active threat exercise.

Districts may consider conducting an active threat exercise during a noninstructional time when nonparticipants are not present in the facility.

19 TAC 103.1211(a)(1), (2)

Adequate Notice

Prior to conducting an active threat exercise, a district must:

1. Provide adequate notice of the exercise directly to individuals participating in the exercise, parents of students participating in the exercise, and all other individuals impacted by the exercise. Adequate notice of the active threat exercise shall also be posted through multiple distribution networks, including, but not limited to, the district's website and social media platforms.
    a. To be considered adequate notice, notice shall be provided and posted at least two weeks prior to the exercise.
    b. The notice shall include the following required elements specified in Education Code 37.1141(a)(1):
        (1) The date on which the exercise will occur;
        (2) The content, form, and tone of the exercise; and
        (3) Whether the exercise will include a live simulation that mimics or appears to be an actual shooting incident.
    c. The notice shall be provided to parents in the parents' native language to the greatest extent practicable; and
2. Make an audible announcement over the campus public address system immediately prior to the commencement of the

exercise to signal the start of the exercise to the participants, noting that it is only an exercise and not a real emergency. If applicable, the announcement must state that the exercise will include a live simulation that mimics or appears to be an actual threat, such as a shooting incident.

19 TAC 103.1211(b)(1), (2); Education Code 37.1141(a)(1), (2)

Notice to First Responders and Creation of Safe Zone

Before a district may conduct an active threat exercise, a district shall ensure that:

1. First responder organizations that would likely respond in the event of a false report or alarm are notified regarding the exercise; and

2. A safe zone is created around the area in which the exercise will be conducted to keep out actual firearms, ammunition, and other weapons, other than firearms, ammunition, or other weapons carried by a peace officer, school resource officer, or school marshal or any other person authorized by the district to carry those items on school grounds.

Item 2 above may not be construed to prohibit a parent, legal guardian, or other person acting on a parent's or legal guardian's behalf from transporting or storing in the person's motor vehicle a firearm, ammunition, or other weapon that the person is legally authorized to possess while the person is picking up a child from school.

Education Code 37.1141(a)(3), (4)

Content

Before a district may conduct an active threat exercise, a district shall ensure that the content of the exercise:

1. Is age appropriate and developmentally appropriate;

2. Has been developed by a team of school administrators, teachers, school-based mental health professionals, and law enforcement officers, with input from parents and students; and

3. Is designed to support the well-being of students who participate in the exercise before, during, and after the exercise is conducted.

A district must ensure that the content of the exercise, which includes planning and execution of the exercise, addresses the following elements:

1. Input from multiple stakeholder perspectives in the design of the exercise;

2. The physical and psychological safety of all participants before, during, and after the exercise, including:

   a. Planning in a trauma-informed manner to minimize potential trauma for students, staff, and other participants;

   b. The development and communication of a predetermined method for participants to withdraw from the exercise before or during the exercise; and

   c. Access to mental health supports before, during, and after the exercise; and

3. The developmental appropriateness of the exercise, which includes a comprehensive perspective that supports the cognitive and emotional well-being of each individual and considers the impact that prior trauma, grief, and crisis experiences have had on a participant's development prior to the exercise. Developmental appropriateness considerations include the needs of special populations, including students with disabilities and emergent bilingual students.

Education Code 37.1141(a)(5); 19 TAC 103.1211(b)(3)

Data Collection

In accordance with Education Code 37.1141(c), data regarding the efficacy and impact of an active threat exercise shall be collected and submitted to the TxSSC using the methods developed by the TxSSC. *19 TAC 103.1211(c); Education Code 37.1141(a)(6), (c)*

Eye and Face Protection

Required Devices

Each teacher and student shall wear industrial-quality eye-protective devices in appropriate situations as determined by district policy. *Education Code 38.005*

Recommended Guidelines

For selection and use of face and eye protection in public schools, the Texas Department of State Health Services (TDSHS) recommends the guidelines entitled "Eye and Face Protection," available at 29 C.F.R. 1910.133.

For hazard assessment and face and eye protective equipment selection in public schools, TDSHS recommends the guidelines entitled "Non-mandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection," available at 29 C.F.R. Part 1910, Subpart I, Appendix B.

Application

The guidelines are applicable to all staff members, students, and visitors within Texas public schools participating in educational activities and programs that involve:

1. The use of hazardous chemicals;

2. The use of hot liquids or solids;

3. The use of molten materials;
4. Performing grinding, chipping, or other hazardous activities where there is danger of flying particles;
5. Milling, sawing, turning, shaping, cutting, or stamping of any solid materials;
6. Heat treatment, tempering, or kiln firing of any metal or other materials;
7. Cutting, welding, or brazing operations;
8. The use of hazardous radiation, including the use of infrared and ultraviolet light or lasers;
9. Repair or servicing of any vehicle; or
10. Any process or activity in a vocational, art, industrial arts or science course or laboratory that might have a tendency to cause damage to the eyes.

25 TAC 295.141–.142

Emergency Operations Plan

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)–(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

Delayed Publisher Payment Option

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and

will prioritize payment for requisitions under this provision over reimbursement of purchases made directly by a district.

19 TAC 66.1312(a)–(e)

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. *Education Code 31.0215(d)*

Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. *19 TAC 66.1312(f); Education Code 31.0215(d)*

Government Code Chapter 2251 (payments for goods and services) does not apply to requisitions under this provision. *Education Code 31.0215(e); 19 TAC 66.1312(g)*

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional allotment funding at any time during a fiscal year.
2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual allotment funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted Expenditures

Each district's allotment funds must be expended according to the following priorities established in Education Code 31.0211:

1. First, instructional materials necessary to permit the district to certify that the district has instructional materials that cover all elements of the essential knowledge and skills of the required curriculum, other than physical education, for each grade level as required by Education Code 28.002; and
2. Then, any other instructional materials or allowed technological equipment.

Maintaining the priorities above, the allotment funds may be used to pay for:

1. Instructional materials on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials on the list adopted by the State Board of Education (SBOE) under Education Code 31.024;
3. Non-adopted instructional materials;
4. Consumable instructional materials;
5. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
6. Versions of non-adopted instructional materials that are fully accessible to students with disabilities;
7. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;

8. Supplemental instructional materials, as provided by Education Code 31.035;

9. State-developed open-source instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;

10. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;

11. Activities related to the local review and adoption of instructional materials;

12. Technological equipment that contributes to student learning, including equipment that supports the use of instructional materials;

13. Training educational personnel directly involved in student learning in the appropriate use of instructional materials;

14. Providing access to technological equipment for instructional use;

15. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning;

16. Inventory software or systems for storing, managing, and accessing instructional materials;

17. Software for analyzing the use and effectiveness of instructional materials;

18. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;

19. Costs associated with distance learning, including services, equipment, and technology such as Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment to ensure internet access; and

20. Training for personnel in the electronic administration of assessment instruments.

The allotment funds may not be used to pay for:

1. Services for installation;

2. The physical conduit that transmits data such as cabling and wiring or electricity, except to the extent allotment funds are

necessary to pay for allowable expenses under items 18 and 19, above;

3. Office and school supplies;

4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;

5. Travel expenses; or

6. Equipment used for moving or storing instructional materials.

19 TAC 66.1307(e)–(g); Education Code 31.0211(c)

Technological Equipment

In purchasing technological equipment, a district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and

2. Consider the long-term cost of ownership and flexibility for innovation.

Education Code 31.0211(d-1)

Certification of Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium. At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

Education Code 31.0212

Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
    a. The district has instructional materials that cover all the required Texas Essential Knowledge and Skills (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and
    b. The district has used its allotment for only allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
2. Preparation by TEA of the state ordering system for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in the state ordering system.

19 TAC 66.1307(h)–(j)

Online Requisition System

The commissioner shall maintain an online requisition system for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

Delegation of Authority

The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*

Local Funds

A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*

Requisitions, Use, and Distribution

A district shall make a requisition for instructional materials using the online requisition program maintained by the commissioner. A district may requisition instructional materials on the SBOE instructional materials list for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)–(c)*

Distribution

The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*

Supplemental Instructional Materials

A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*

Availability of Open Education Resource Instructional Materials

A district that selects open education resource instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student:

1. Electronic access to the instructional material at no cost to the student; or
2. Printed copies of the portion of the instructional material that will be used in the course.

Education Code 31.103(d)

Employee Training

The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system known as EMAT. Training shall be completed prior to ordering instructional materials for the first time and again each time the district is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. *19 TAC 66.107(d)*

Special Instructional Materials

All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

For Teachers — Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents — Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311(a)–(d), (h), (j)

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district provides each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;

4. Open education resource instructional materials made available by other public schools;

5. Instructional materials developed or purchased by the district; and

6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

Each district shall certify, in a format approved by the commissioner, that the district protects against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 U.S.C. 254(h)(5)(B) and (C). [See CQ]

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the

student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;
3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and
4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and
2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of open education resource instructional material. *Education Code 31.104*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Annual Inventory

A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. *19 TAC 66.107(a)*

Local Handling Expenses

School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. *19 TAC 66.104(d)*

Information Required on Website

A district that at any time on or after January 1, 2019, maintained a publicly accessible internet website shall post on a publicly accessible website the following information:

1. The district's contact information, including a mailing address, telephone number, and email address;
2. Each member of the board;
3. The date and location of the next election for board members [see BB series];
4. The requirements and deadline for filing for candidacy of board member, which shall be continuously posted for at least one year before the election day for the office [see BB series];
5. Each notice of a meeting of the board under Government Code Chapter 551, Subchapter C [see BE]; and
6. Each record of a meeting of the board under Government Code 551.021 [see BE].

Items 5 and 6 above do not apply to a district with a population of less than 5,000 in the district's boundaries and located in a county with a population of less than 25,000.

Gov't Code 2051.201

Note: See GBA regarding the confidentiality of certain board member information.

Trustee Information

Each district that maintains an internet website shall post on the website the name, email address, and term of office, including the date the term began and the date the term expires, of each member of the district's board of trustees. If a district does not maintain an internet website, the district shall submit the information required above to the Texas Education Agency (TEA). On receipt of the district's information, TEA shall post the information on TEA's internet website.

Each time there is a change in the membership of a district's board, the district shall update the information required above and, as applicable post the updated information on the district's internet website or submit the updated information to TEA for posting on TEA's internet website.

Education Code 11.1518

Note: The following is an index of website posting requirements that are addressed in the legal reference material of the policy manual. The list is not all-inclusive. The list does not address postings that are required in response to a specific incident or postings required under special circumstances.

Other Required Internet Postings

The following posting requirements apply to a district that maintains an internet website:

1. A board may not vote on adoption of a proposed local innovation plan unless the final version of the proposed plan has been available on the district website for at least 30 days, under Education Code 12A.005(a)(1) and 19 Administrative Code 102.1307(a)(1). [See AF]

2. A district designated as a district of innovation shall ensure that a copy of its current local innovation plan is available to the public by posting and maintaining the plan in a prominent location on the district's website, under Education Code 12A.0071(a) and 19 Administrative Code 102.1305(e), .1307(f). [See AF]

3. Not later than 30 days after an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked is assigned, a district must post notice on the home page of its website with a link to the required notification under 19 Administrative Code 97.1055(f), and maintain this until the district is assigned the accredited status. [See AIA]

4. A district with a local accountability system must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings, under 19 Administrative Code 97.1003(g). [See AIA]

5. A board shall disseminate its Texas Academic Performance Report (TAPR) by posting it on the district website under 19 Administrative Code 61.1022(f). [See AIB]

6. Not later than the tenth day after the first day of instruction of each school year, a district shall make available each campus report card, the district's performance report, the district's accreditation status and performance rating, and a definition and explanation of each accreditation status, under Education Code 39.362. [See AIB]

7. A district shall post its annual federal report card under 20 U.S.C. 6311(h)(2). [See AIB]

8. A district or campus assigned a rating of D that qualifies under Education Code 39.0543(b) must notify the public of the meeting for input for the development of a local improvement plan 15 days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(b)(3)(A)(ii). [See AIC]

9. A campus intervention team must notify the public of the meeting for input for the development of a targeted improvement plan 15 days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(e)(3)(A)(ii) and Education Code 39A.056. [See AIC]

10. A district shall post a targeted improvement plan for a campus assigned an unacceptable performance rating on its website before the board hearing on the plan under Education Code 39A.057(b). [See AIC]

11. A district shall notify stakeholders of their ability to review the completed campus turnaround plan and post the completed plan on the district website at least 30 days before the final plan is submitted to the board of trustees, under 19 Administrative Code 97.1064(e). [See AIC]

12. A district shall post an election notice required under Election Code 85.007. [See BBBA]

13. A district shall post election information under Election Code 4.009. [See BBBA]

14. Each day early voting is conducted, the district shall post the branch daily register under Election Code 85.072. [See BBBA]

15. A district shall post early voting rosters under Election Code 87.121. [See BBBA]

16. A district shall post election results under Election Code 65.016. [See BBBB]

17. A district shall post the minutes of the last regular board meeting held before an election of trustees if the minutes reflect that a trustee is deficient in meeting the trustee's training requirement, under Education Code 11.159(b) and 19 Administrative Code 61.1(j). [See BBD]

18. A district that is located wholly or partly in a municipality with a population of more than 500,000 and with a student enrollment of more than 15,000 shall post a report filed pursuant to Election Code Chapter 254 by a board member, a candidate for membership on the board, or a specific-purpose committee for supporting, opposing, or assisting a candidate or member of a board under Election Code 254.04011. [See BBBC]

19. A district shall provide access to the conflicts disclosure statements and questionnaires under Local Government Code 176.009. [See BBFA, CHE]

20. A district shall post the statements regarding activities to support and promote student health under Education Code 28.004. [See BDF]

21. A district must post notice of school health advisory council (SHAC) meetings under Education Code 28.004(d-1). [See BDF]

22. A district must post the minutes and audio or video recording of each SHAC meeting under Education Code 28.004(d-2). [See BDF]

23. A board must post notice of a board meeting and, if the district contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more, the board must also post the agenda for a board meeting under Government Code 551.056. [See BE]

24. A district that has a student enrollment of 10,000 or more shall post the archived recording, or a link thereto, of its meetings under Government Code 551.128(b-1). [See BE]

25. A district conducting a bond election shall post the election order, the election notice, the contents of the proposition, and any sample ballot under Election Code 4.003(f). [See CCA]

26. A district conducting a bond election shall post the voter information document beginning not later than the 21st day before election day and ending on the day after the election, under Government Code 1251.052(d). [See CCA]

27. A district issuing capital appreciation bonds shall post the information required by Government Code 1201.0245. [See CCA]

28. Not later than 30 days before the date of an election to approve a tax rate, a district must post the results of an efficiency audit under Education Code 11.184. [See CCG]

29. A district shall include on the home page of its website the prescribed statement if the district increases the amount of taxes to fund maintenance and operation expenditures under Tax Code 26.05(b). [See CCG]

30. A district shall maintain a link to the area of the comptroller's website where information on each of the district's agreements to limit appraised value, if any, is maintained, under Tax Code 313.0265(c). [See CCGB]

31. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget under Education Code 44.0041. [See CE]

32. In the format prescribed by the comptroller, a district shall post or cause to be posted tax rate and budget information under Tax Code 26.18. [See CE]

33. A district shall maintain its adopted budget on the district's website until the third anniversary of the date the budget was adopted, under Education Code 44.0051. [See CE]

34. A district shall continuously post its contact information and Annual Local Debt Report under Local Government Code 140.008 and 34 Administrative Code 10.1–.6 on its website until the district posts the next annual report, or, as an alternative, the district may continually maintain a link to the comptroller's website where the district's financial information may be viewed. [See CFA]

35. Prior to conducting an active threat exercise, a district must provide adequate notice of the exercise through multiple distribution networks, including the district's website, under 19 Administrative Code 103.1211(b)(1). [See CKB]

36. A district must make available information regarding its compliance with requirements related to the transportation of students enrolled in the district who reside outside the district, under Education Code 34.007. [See CNA]

37. A district that does not participate in the uniform group health insurance program (TRS ActiveCare) shall post its comparability report, together with the policy or contract for the group health coverage plan, under Education Code 22.004(d). [See CRD]

38. A district that is a service provider seeking to limit liability under the Digital Millennium Copyright Act must post information regarding its designated agent under 17 U.S.C. 512(c)(2). [See CY]

39. A district shall post its employment policy and any regulations referenced under Education Code 11.1513(a). [See DC]

40. A district shall post the board's employment policies under Education Code 21.204(d). [See DCB]

41. The board shall adopt and post on the district's website early childhood literacy and mathematics plans that set specific annual goals under Education Code 11.185. [See EA]

42. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the early childhood literacy and mathematics plans under Education Code 11.185. [See EA]

43. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the college, career, and military readiness plans under Education Code 11.186. [See EA]

44. A district shall post curriculum materials used in the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, if the materials are in the public domain, under Education Code 28.004(j). [See EHAA]

45. A district shall post the transition and employment guide for students enrolled in special education programs and their parents in order to provide information on statewide services and programs that assist in the transition to life outside the public school system, under Education Code 29.0112. [See EHBAD]

46. A district shall make available on the district or campus website by November 1 of each school year a family engagement plan to assist the district in achieving and maintaining high levels of family involvement and positive family attitudes toward education, under 19 Administrative Code 102.1003(e). [See EHBG]

47. Annually, a district shall post any agreement between the district and a public institution of higher education to provide a dual credit program, under Education Code 28.009(b-2). [See EHDD]

48. A district shall publish information from TEA under Education Code 28.02121 explaining the advantages of the distinguished level of achievement and each endorsement. [See EIF]

49. A district shall post the date the PSAT/NMSQT will be administered and the date any college advanced placement tests will be administered, under Education Code 29.916. [See EK]

50. A district that receives funds under Title 1, Part A shall post on its website and the website of each campus for each grade served, information on each assessment required by the state to comply with 20 U.S.C. 6311, other assessments required by the state, and assessments required district-wide, under 20 U.S.C. 6312(e)(2)(B). [See EKB]

51. A district shall post information regarding local programs and services, including charitable programs and services, available to assist students who are homeless, under Education Code 33.906. [See FDC]

52. A district shall prominently post information about required and recommended immunizations and procedures for claiming an exemption from immunization requirements under Education Code 38.019. [See FFAB]

53. Each school year, the board shall post a summary of the Guidelines for the Care of Students With Food Allergies At-Risk for Anaphylaxis[1] on the district's website with instructions for obtaining access to the complete guidelines document, under Education Code 38.0151. [See FFAF]

54. A district must prominently display the contact information required to be listed for the Title IX Coordinator and policy on its website, if any, under 34 C.F.R. 106.8(b). [See FFH]

55. A district must make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website, if any, under 34 C.F.R. 106.45(b)(10)(i)(D). [See FFH]

56. To the extent practicable, a district must post the procedure for reporting bullying established by the district's bullying policy, under Education Code 37.0832(e). [See FFI]

57. A district shall post on its website, for each district campus, the email address and dedicated phone number of the campus behavior coordinator under Education Code 26.015. [See FO]

58. If the board designates a method for making a written request for public information, other than mail, email, or hand-delivery, the board must include a statement that a request may be made by that method on its website under Government Code

552.234(b) unless the statement is on the sign required by Government Code 552.205. [See GBAA]

59. A board that allows requestors to use the public information request form created by the attorney general must post the form on the district website under Government Code 552.235. [See GBAA]

60. A district shall post on its website and each campus shall post on any campus website a notice regarding the district's ability to refuse entry or eject certain persons under Education Code 37.105 and 19 Administrative Code 103.1207(g), including the appeal process. [See GKA]

Optional Internet Postings

A district that maintains an internet website has the following options:

1. A board may broadcast an open meeting over the internet, under Government Code 551.128. [See BE]

2. A district may publish the superintendent's employment contract on the district's website instead of publishing it in the annual financial management report under 19 Administrative Code 109.1001(q)(3)(B)(i). [See CFA]

3. Notice of a vacant position for which a certificate or license is required may be provided by posting the position on the district's internet website, rather than on a bulletin board, under Education Code 11.1513. [See DC]

4. A district may place on its internet website a current copy of the procedural safeguards notice regarding special education and related services, under 34 C.F.R. 300.504(b). [See EHBAE]

5. A district may provide the annual notice to the parent of each student enrolled in grade 9 or above of the availability of subsidies for certain exam fees and the availability and enrollment qualifications for programs under which a student may earn college credit and career and technology education programs or other work-based education programs in the district, under Education Code 28.010. [See EHDD]

6. A board may post a mailing address and email address designated for receiving written requests for public information on its website under Government Code 552.234(d). [See GBAA]

Geospatial Data Products

"Geospatial data product" means a document, computer file, or internet website that contains geospatial data; a map; or information

about a service involving geospatial data or a map. *Gov't Code 2051.101(1)*

Notice

A district shall include a notice on each geospatial data product that:

1. Is created or hosted by the district;
2. Appears to represent property boundaries; and
3. Was not produced using information from an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor or land surveyor authorized to perform surveys under laws in effect when the survey was conducted.

The notice must be in substantially the following form: "This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

The notice may include language further defining the limits of liability of a geospatial data product producer; apply to a geospatial data product that contains more than one map; or for a notice that applies to a geospatial data product that is or is on an internet website, be included on a separate page that requires the person accessing the website to agree to the terms of the notice before accessing the geospatial data product.

Gov't Code 2051.102

Exemption

A district is not required to include the notice on a geospatial data product that:

1. Does not contain a legal description, a property boundary monument, or the distance and direction of a property line;
2. Is prepared only for use as evidence in a legal proceeding;
3. Is filed with the clerk of any court; or
4. Is filed with the county clerk.

Gov't Code 2051.103

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[1] TDSHS Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis: https://www.dshs.texas.gov/schoolhealth/pdf/FoodAllergyGuide.pdf

Definitions

Participating Entity — "Participating entity" means an entity participating in the uniform group coverage program established under Insurance Code Chapter 1579.

Program — "Program" means the uniform group coverage program established under Insurance Code Chapter 1579 (TRS-ActiveCare).

Insurance Code 1579.002(5), (6)

Coverage Requirements

A district shall participate in the uniform group coverage program established under Insurance Code Chapter 1579 as provided by Subchapter D of that chapter. *Education Code 22.004(a)*

Districts with 500 or Fewer Employees — Each district with 500 or fewer employees is required to participate in the program. *Insurance Code 1579.151(a)*

Self-Funded Districts — Notwithstanding the above, a district otherwise subject to the requirement that, on January 1, 2001, was individually self-funded for the provision of health coverage to its employees may elect not to participate in the program. *Insurance Code 1579.151(b)*

Districts with More Than 500 Employees — A district with more than 500 employees may elect to participate in the program. A district that elects to participate shall apply for participation in the manner prescribed by TRS rule. *Insurance Code 1579.152*

TRS-ActiveCare

The Teacher Retirement System (TRS) shall implement and administer the uniform group coverage program described by Insurance Code Chapter 1579. TRS shall establish plans of group coverages for employees participating in the program and their dependents. *Insurance Code 1579.051, .101*

Eligibility — Participation in the program is limited to employees of participating districts who are full-time employees and to part-time employees who are participating members in TRS. *Insurance Code 1579.202(a)*

Full-Time Employees — A "full-time employee" is a participating member who:

1. Is currently employed by a district;
2. Is employed in a position that is eligible for membership in TRS; and
3. Is not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under the Texas Employees Group Benefits Act (Insurance Code Chapter 1551), or the State University Employees Uniform Insurance Benefits Act (Insurance Code Chapter 1601) or the Texas Public School Retired Employees Group Benefits Act (Insurance Code Chapter 1575, also known as TRS-Care).

An individual who is eligible to Medicare, and meets the criteria in 1 and 2, above, will be considered a full-time employee.

34 TAC 41.33(2)

Certain Part-Time Employees

A part-time employee of a district who is not a participating member in TRS is eligible to participate in the program only if the employee pays all of the premiums and other costs associated with the health coverage plan selected by the employee. *Insurance Code 1579.204*

A "part-time employee" is an individual who:

1. Is currently employed by a district for ten hours or more each week;

2. Is employed in a position that is not eligible for membership in TRS or is not eligible for membership in TRS because of a service or disability retirement; and

3. Is not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under the Texas Employees Group Benefits Act (Insurance Code Chapter 1551) or the State University Employees Uniform Insurance Benefits Act (Insurance Code Chapter 1601) or the Texas Public School Retired Employees Group Benefits Act (Insurance Code Chapter 1575, also known as TRS-Care).

An individual who is eligible to Medicare, and who meets the criteria of 1 and 2, above, will be considered a part-time employee.

34 TAC 41.33(6)

Alternative Group Health Coverage Prohibited

Notwithstanding any other law, a participating entity may not offer or make available to the entity's employees or their dependents group health coverage not provided under the program. *Insurance Code 1579.1045; 34 TAC 41.30(e)*

If, contrary to 34 Administrative Code 41.30(e) and Insurance Code 1579.1045, a participating entity offers alternative group health coverage, TRS may pursue remedies for noncompliance, including but not limited to removal from or denial of entry into TRS-ActiveCare. TRS may impose or pursue one or more remedies. The pursuit of one remedy does not constitute a waiver of any other remedy that TRS may have at law or equity. If TRS discovers that a participating entity is in violation of 34 Administrative Code 41.30(e) after the beginning of a plan year, in addition to any other available remedy, TRS will remove the entity from the program effective at the end of the month in which TRS discovers the situation; and it will be the entity's liability to procure alternative

coverage or provide other remedies for the employees and their dependents that lose coverage under these circumstances. *34 TAC 41.30(f)*

Participation Election

Election to Discontinue

Effective September 1, 2022, a participating entity may elect to discontinue the entity's participation in the program by providing written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective.

A participating entity that elects to discontinue participation in the program may not elect to:

1. Participate in the program until the fifth anniversary of the effective date of the entity's election to discontinue participation; or

2. Discontinue the entity's participation after an election described by item 1 until the fifth anniversary of the effective date of that election.

Election to Continue

Effective September 1, 2022, an entity that elects to participate in the program shall provide written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective. The entity may not elect to discontinue the entity's participation until the fifth anniversary of the effective date of the entity's election to participate.

Insurance Code 1579.155; 34 TAC 41.30

An eligible entity that submits a written election to participate in TRS-ActiveCare under 34 Administrative Code 41.30 must include with the notice of election the information specified in 34 Administrative Code 41.45. Written notices of election to participate in TRS-ActiveCare without the information required will be considered incomplete and will be denied by TRS. *34 TAC 41.45*

Optional Coverages

Education Code 22.004 does not preclude a district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 from entering into contracts to provide optional insurance coverages for district employees. *Education Code 22.004(j)*

Other Health Coverage Programs

A district that does not participate in the program shall make available to its employees group health coverage provided by a risk pool established by one or more districts under Local Government Code Chapter 172 ("authorized risk pool"), or under a policy of insurance or group contract issued by an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization under Insurance Code Chapter 843.

Comparability

The coverage provided by a district that does not participate in the program must meet the substantive coverage requirements of Insurance Code Chapter 1251, Subchapter A, Chapter 1364, and Chapter 1366, Subchapter A, and any other law applicable to group health insurance policies or contracts issued in this state. The coverage must include major medical treatment but may exclude experimental procedures. “Major medical treatment” means a medical, surgical, or diagnostic procedure for illness or injury. The coverage may include managed care or preventive care and must be comparable to the basic health coverage provided under Insurance Code Chapter 1551 (Texas Employees Group Benefits Act).

The following factors shall be considered in determining whether the district's coverage is comparable to the basic health coverage specified above:

1. The deductible amount for service provided inside and outside of the network;
2. The coinsurance percentages for service provided inside and outside of the network;
3. The maximum amount of coinsurance payments a covered person is required to pay;
4. The amount of the copayment for an office visit;
5. The schedule of benefits and the scope of coverage;
6. The lifetime maximum benefit amount; and
7. Verification that the coverage is issued by a provider licensed to do business in this state by the Texas Department of Insurance (TDI) or is provided by an authorized risk pool or that a district is capable of covering the assumed liabilities in the case of coverage provided through district self-insurance.

Education Code 22.004(b)

Financial Statement

A district that does not participate in the program may not contract with an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization to issue a policy or contract under Education Code 22.004, or with any person to assist the district in obtaining or managing the policy or contract unless, before the contract is entered, the insurer, company, organization, or person provides the district with an audited financial statement showing the financial condition of the insurer, company, organization, or person. *Education Code 22.004(f)*

Small Employer Market Election

A district may elect to participate as a small employer without regard to the number of employees in the district. A district that makes this election is treated as a small employer under Insurance Code Chapter 1501 for all purposes.

A district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 may not participate in the small employer market under this provision and may not renew a health insurance contract obtained in accordance with this provision after the date on which the program of coverages provided under Chapter 1579 is implemented. This provision does not affect a contract for the provision of optional coverages not included in a health benefit plan under Insurance Code Chapter 1501.

Insurance Code 1501.009

Employee Election — Spouses

A district employee who is eligible for coverage under a large or small employer health benefit plan providing coverage to the district's employees and who is the spouse of another district employee covered under the plan may elect whether to be treated under the plan as an employee or as the dependent of the other employee. *Insurance Code 1501.0095*

Self-Funded Health-Care Plan

The board may establish a health-care plan for district employees and their dependents. In implementing the plan, the board shall establish a fund to pay, as authorized under the plan, all or part of the actual costs for hospital, surgical, medical, dental, or related health care incurred by employees or any dependent whose participation in the program is being supported by deductions from an employee's salary. Under the plan, the fund also may be used to pay the costs of administering the fund. The fund consists of money contributed by the district and money deducted from salaries of employees for dependent or employee coverage. Money for the fund may not be deducted from an employee's salary unless the employee authorizes the deduction in writing. The plan shall attempt to protect the district against unanticipated catastrophic individual loss, or unexpectedly large aggregate loss, by securing individual stop-loss coverage, or aggregate stop-loss coverage, or both, from a commercial insurer.

The board may amend or cancel the district's health-care plan at any regular or special board meeting. If the plan is canceled, any valid claim against the fund for payment of health-care costs resulting from illness or injury occurring during the time the plan was in effect shall be paid out of the fund. If the fund is insufficient to pay

the claim, the costs shall be paid out of other available district funds.

Education Code 22.005

Compliance Report

Each district that does not participate in the program shall prepare a report addressing its compliance with Education Code 22.004. The report must be available for review, together with the policy or contract for the group health coverage plan, at the central administrative office of each campus in the district and be posted on the district's internet website if the district maintains a website, must be based on the district group health coverage plan in effect during the current plan year, and must include:

1. Appropriate documentation of:
    a. The district's contract for group health coverage with a provider licensed to do business in this state by TDI or an authorized risk pool; or
    b. A resolution of the board authorizing a self-insurance plan for district employees and of the district's review of district ability to cover the liability assumed;
2. The schedule of benefits;
3. The premium rate sheet, including the amount paid by the district and employee;
4. The number of employees covered by the health coverage plan offered by the district; and
5. Information concerning the ease of completing the report.

Education Code 22.004(d)

Cost of Coverage

The cost of coverage under the program shall be paid by the state, the district, and the employees in the manner provided by Insurance Code Chapter 1579, Subchapter F, below. *Education Code 22.004(c)*

TRS-ActiveCare

State Contribution

The state shall provide for each covered employee the amount of $900 each state fiscal year or a greater amount as provided by the General Appropriations Act. The state contribution shall be distributed through the school finance formulas under Education Code Chapters 48 and 49 and used by districts as provided by Education Code 48.275*. Insurance Code 1579.251(a)*

Employee Contribution

An employee covered by the program shall pay that portion of the cost of coverage selected by the employee that exceeds the amount of the state contribution and a district’s contribution.

District Contribution

A district may pay any portion of what otherwise would be the employee share of premiums and other costs associated with the coverage selected by the employee.

Insurance Code 1579.253

A district shall make contributions for the program as provided by Insurance Code Chapter 1581. *Insurance Code 1579.252* [See District Required Minimum Effort, below]

Other Health Coverage Programs

The cost of coverage under a plan adopted by a district that does not participate in the program shall be shared by the employees and the district, using the contributions by the state described by Insurance Code Chapter 1579, Subchapter F. [See State Contribution, above] *Education Code 22.004(c)*

District Required Minimum Effort

A district shall, for each fiscal year, use to provide health coverage an amount equal to the number of participating employees of the district multiplied by $1,800. *Insurance Code 1581.052(a)*

Designation of Compensation for Benefits

An employee who is covered by a cafeteria plan or who is eligible to pay health-care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health-care supplementation. [See DEA] *Education Code 22.103(a), (c)*

Use

An employee may use compensation designated for health-care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health-care premiums through a premium conversion plan. *Education Code 22.106*

Written Election

Each year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health-care supplementation. An election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. *Education Code 22.105*

Continuation Coverage

After Resignation

Notwithstanding any other law, an employee whose resignation is effective after the last day of an instructional year is entitled to participate or be enrolled in the uniform group coverage plan or the district's group health coverage through the earlier of:

1. The first anniversary of the date participation in or coverage under the uniform group coverage plan or the group health coverage was first made available to district employees for the last instructional year in which the employee was employed by the district; or

2. The last calendar day before the first day of the instructional year immediately following the last instructional year in which the employee was employed by the district.

If an employee's resignation is effective after the last day of an instructional year, the district may not diminish or eliminate the amount of a contribution available to the employee under Insurance Code Chapter 1581 [see District Required Minimum Effort, above] before the last date on which the employee is entitled to participation or enrollment.

Education Code 22.004(k), (l); 34 TAC 41.38

During Military Leave

An employee who is absent from a position of employment by reason of service in the uniformed services may elect to continue coverage under a health plan. The maximum period of coverage of such a person and the person's dependents shall be the lesser of:

1. The 24-month period beginning on the date on which the person's absence begins; or

2. The day after the date on which the person fails to apply for or return to a position of employment. [See DECB]

38 U.S.C. 4317(a)

During FMLA Leave

During any period of leave under the Family and Medical Leave Act (FMLA), a district shall maintain coverage under any group health plan for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. *29 U.S.C. 2614(c); 29 C.F.R. 825.209, .210, .213* [See also DECA]

Upon Termination or Other Qualifying Event (COBRA)

In accordance with regulations that the Secretary of Health and Human Services shall prescribe, each group health plan that is maintained by any state that receives funds under 42 U.S.C. Chapter 6A, by any political subdivision of such a state, or by any agency or instrumentality of such a state or political subdivision, shall provide, in accordance with 42 U.S.C. Chapter 6A, Subchapter XX, that each qualified beneficiary who would lose coverage under the plan as a result of a qualifying event is entitled, under the plan, to elect, within the election period, continuation coverage under the plan. *42 U.S.C. 300bb-1(a)*

[For more information on the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), see 42 U.S.C. 300bb-1 through 300bb-8.]

Note: See DEB for continuation benefits that are available to survivors of district peace officers under certain conditions.

Coverage of Preexisting Conditions

Notwithstanding any other law, group health benefit coverage provided by or offered through a district to its employees under any law other than the uniform group coverage program is subject to the requirements of Insurance Code Sections 1501.102–.105, which limit exclusion for preexisting conditions. This provision applies to all group health benefit coverage provided by or offered through a district to its employees, including a standard health benefit plan issued under Insurance Code Chapter 1507 and health and accident coverage provided through a risk pool established under Local Government Code Chapter 172. *Education Code 22.004(m)*

TRS-ActiveCare

Coverage provided under the uniform group coverage program may not be made subject to a preexisting condition limitation during the initial period of eligibility*. Insurance Code 1579.105*

Federal Law

A group health plan and a health insurance issuer offering group or individual health insurance coverage may not impose any preexisting condition exclusion with respect to such plan or coverage. *42 U.S.C. 300gg-3(a)*

Privacy of Health Information

To the extent a district is a covered entity under the Administrative Simplification provisions of HIPAA (42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 C.F.R. Parts 160, 162, 164), the district must maintain the privacy of protected health information in accordance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

Definitions

“Covered entity” means:

Covered Entity

1. A health plan;
2. A health-care clearinghouse; or
3. A health-care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Subtitle A, Subchapter C.

45 C.F.R. 160.103

Protected Health Information

“Protected health information” means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. “Protected health information” excludes individually identifiable health information:

1. In education records covered by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. [See FL]
2. In records described at 20 U.S.C. 1232g(a)(4)(B)(iv) (medical treatment records on a student who is at least 18 years of age).
3. In employment records held by a covered entity in its role as employer.

45 C.F.R. 160.103

Purpose

As a condition of accreditation, a district shall provide instruction in the essential knowledge and skills at appropriate grade levels in the foundation and enrichment curriculum. *Education Code 28.002(c); 19 TAC 74.1(b)*

A district shall ensure that all children in the district participate actively in a balanced curriculum designed to meet individual needs. *Education Code 28.002(g)*

Instruction may be provided in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade-level standards. *19 TAC 74.2*

A primary purpose of the public school curriculum is to prepare thoughtful, informed citizens who understand the importance of patriotism and can function productively in a free enterprise society with appreciation for the fundamental democratic principles of our state and national heritage.

A district shall require the teaching of informed American patriotism, Texas history, and the free enterprise system in the adoption of instructional materials for kindergarten through grade 12, including the founding documents of the United States. In providing instruction required by the State Board of Education under Education Code 28.002(h-1), regarding the founding documents of the United States, a district shall use those documents as part of the instructional materials for the instruction.

Education Code 28.002(h), (h-6)

Required Curriculum

Foundation Curriculum

A district that offers kindergarten through grade 12 shall offer a foundation curriculum that includes:

1. English language arts and reading;
2. Mathematics;
3. Science; and
4. Social studies, consisting of Texas, United States, and world history; government; geography; and economics with emphasis on the free enterprise system and its benefits.

Education Code 28.002(a)(1); 19 TAC 74.1(a)(1)

Enrichment Curriculum

A district that offers kindergarten through grade 12 shall offer an enrichment curriculum that includes:

1. Languages other than English, to the extent possible. American Sign Language is a language for these purposes and the district may offer an elective course in the language;
2. Health, with emphasis on:
    a. Physical health, including the importance of proper nutrition and exercise;
    b. Mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making; and
    c. Suicide prevention, including recognizing suicide-related risk factors and warning signs;
3. Physical education;
4. Fine arts;
5. Career and technical education;
6. Technology applications;
7. Religious literature, including the Hebrew Scriptures (Old Testament) and New Testament, and its impact on history and literature; and
8. Personal financial literacy.

Education Code 28.002(a)(2), (e); 19 TAC 74.1(a)(2)

Digital Citizenship

The State Board of Education by rule shall require each district to incorporate instruction in digital citizenship into the district's curriculum, including information regarding the potential criminal consequences of cyberbullying.

"Cyberbullying" has the meaning assigned by Education Code 37.0832. [See FFI]

"Digital citizenship" means the standards of appropriate, responsible, and healthy online behavior, including the ability to access, analyze, evaluate, create, and act on all forms of digital communication.

Education Code 28.002(z)

Positive Character Traits

Districts are required to provide instruction in the essential knowledge and skills for positive character traits and personal skills at least once in the following grade bands: kindergarten–grade 2, grades 3–5, grades 6–8, and grades 9–12.

Districts may provide the required instruction in a variety of arrangements, including through a stand-alone course or by integrating the positive character traits standards in the essential knowledge and skills for one or more courses or subject areas at the appropriate grade levels.

19 TAC 120.3(a), .5(a), .7(a), .9(a)

Local Credit

A district may offer courses for local credit, at its discretion, in addition to those in the required curriculum, but it may not delete or omit instruction in the foundation and enrichment curricula specified above. *Education Code 28.002(f); 19 TAC 74.1(b)*

Local Instructional Plan

A district's local instructional plan may draw on state curriculum frameworks and program standards as appropriate. A district is encouraged to exceed minimum requirements of law and State Board rule.

Major Curriculum Initiatives

Before the adoption of a major curriculum initiative, including the use of a curriculum management system, a district must use a process that:

1. Includes teacher input;
2. Provides district employees with the opportunity to express opinions regarding the initiative; and
3. Includes a meeting of the board at which information regarding the initiative is presented, including the cost of the initiative and any alternatives that were considered; and members of the public and district employees are given the opportunity to comment regarding the initiative.

Education Code 28.002(g)

Common Core State Standards

A district may not use common core state standards to comply with the requirement to provide instruction in the essential knowledge and skills at appropriate grade levels. A district may not be required to offer any aspect of a common core state standards curriculum. "Common core state standards" means the national curriculum standards developed by the Common Core State Standards Initiative. *Education Code 28.002(b-1), (b-3), (b-4)*

Scope and Sequence

In adopting a recommended or designated scope and sequence for a subject in the required curriculum under Education Code 28.002(a) in a particular grade level, a district shall ensure sufficient time is provided for teachers to teach and students to learn the essential knowledge and skills for that subject and grade level [see DG]. *Education Code 28.0027(a)*

Coordinated Health Programs

The Texas Education Agency (TEA) shall make available to each district one or more coordinated health programs in elementary, middle, and junior high school. Each program must provide for coordinating education and services related to:

1. Physical health education, including programs designed to prevent obesity, cardiovascular disease, oral diseases, and Type 2 diabetes and programs designed to promote the role of proper nutrition;
2. Mental health education, including education about mental health conditions, mental health well-being, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making;
3. Substance abuse education, including education about alcohol abuse, prescription drug abuse, and abuse of other controlled substances;
4. Physical education and physical activity; and
5. Parental involvement.

Education Code 38.013; 19 TAC 102.1031(a)

A district shall participate in appropriate training to implement TEA's coordinated health program and shall implement the program in each elementary, middle, and junior high school in the district. *Education Code 38.014*

Coordinated school health programs that are developed by districts and that meet TEA criteria may be approved and made available as approved programs. Districts must use materials that are proven effective, such as TEA-approved textbooks or materials developed by nationally recognized and/or government-approved entities. *19 TAC 102.1031(c)*

Physical Education

Each district shall establish specific objectives and goals the district intends to accomplish through the physical education curriculum. The physical education curriculum must be sequential, developmentally appropriate, and designed, implemented, and evaluated to enable students to develop the motor, self-management, and other skills, knowledge, attitudes, and confidence necessary to participate in physical activity throughout life.

A physical education course shall:

1. Offer students an opportunity to choose among many types of physical activity in which to participate;
2. Offer students both cooperative and competitive games; and

3. Be an enjoyable experience for students.

On a weekly basis, at least 50 percent of a physical education class shall be used for actual student physical activity and the activity shall be, to the extent practicable, at a moderate or vigorous level.

Student/Teacher Ratio

The objectives and goals shall include, to the extent practicable, student/teacher ratios [see EEB] that are small enough to enable the district to:

1. Carry out the purposes of and requirements for the physical education curriculum; and
2. Ensure the safety of students participating in physical education.

If a district establishes a student to teacher ratio greater than 45 to 1 in a physical education class, the district shall specifically identify the manner in which the safety of the students will be maintained.

Education Code 25.114, 28.002(d); 19 TAC 74.37

Classification for Physical Education

A district shall classify students for physical education on the basis of health into one of the following categories:

1. Unrestricted — not limited in activities.
2. Restricted — excludes the more vigorous activities. Restricted classification is of two types:
    a. Permanent — A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the impairment and the expectations for physical activity for the student.
    b. Temporary — Students may be restricted from physical activity of the physical education class. A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the temporary impairment and the expected amount of time for recovery. During recovery time, the student shall continue to learn the concepts of the lessons but shall not actively participate in the skill demonstration.
3. Adapted and remedial — specific activities prescribed or prohibited for students as directed by a member of the healing arts licensed to practice in Texas.

19 TAC 74.31

School Health Advisory Council

A board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. *Education Code 28.004(a)* [See BDF regarding composition of the SHAC and FFA regarding federal wellness requirements.]

Duties

The SHAC's duties include recommending:

1. The number of hours of instruction to be provided in:
    a. Health education in kindergarten through grade 8; and
    b. If the district requires health education for high school graduation, health education, including physical health education and mental health education, in grades 9 through 12.
2. Policies, procedures, strategies, and curriculum appropriate for specific grade levels designed to prevent physical health concerns, including obesity, cardiovascular disease, Type 2 diabetes, and mental health concerns, including suicide, through coordination of:
    a. Health education, which must address physical health concerns and mental health concerns to ensure the integration of physical health education and mental health education;
    b. Physical education and physical activity;
    c. Nutrition services;
    d. Parental involvement;
    e. Instruction on substance abuse prevention;
    f. School health services, including mental health services;
    g. A comprehensive school counseling program under Education Code 33.005 [see FFEA];
    h. A safe and healthy school environment; and
    i. School employee wellness;
3. Appropriate grade levels and methods of instruction for human sexuality instruction;
4. Strategies for integrating the curriculum components specified by item 2, above, with the following elements in a coordinated school health program:

a. School health services, including physical health services and mental health services, if provided at a campus by the district or by a third party under a contract with the district;

b. A comprehensive school counseling program under Education Code 33.005 [see FFEA];

c. A safe and healthy school environment; and

d. School employee wellness;

5. If feasible, joint use agreements or strategies for collaboration between the district and community organizations or agencies. Any agreement entered into based on a recommendation of the SHAC must address liability for the district and community organization;

6. Strategies to increase parental awareness regarding:

a. Risky behaviors and early warning signs of suicide risks and behavioral health concerns, including mental health disorders and substance use disorders; and

b. Available community programs and services that address risky behaviors, suicide risks, and behavioral health concerns.

7. Appropriate grade levels and curriculum for instruction regarding opioid addiction and abuse and methods for administering an opioid antagonist; and

8. Appropriate grade levels and curriculum for instruction regarding child abuse, family violence, dating violence, and sex trafficking, including likely warning signs that a child may be at risk for sex trafficking, provided that the local SHAC's recommendations under this provision do not conflict with the essential knowledge and skills developed by the State Board of Education.

Education Code 28.004(c), (n)

Policy Recommendations

The SHAC shall consider and make policy recommendations to the district concerning the importance of daily recess for elementary school students. The SHAC must consider research regarding unstructured and undirected play, academic and social development, and the health benefits of daily recess in making the recommendations. The SHAC shall ensure that local community values are reflected in any policy recommendation made to the district concerning the importance of daily recess for elementary school students. *Education Code 28.004(l)*

The SHAC shall make policy recommendations to the district to increase parental awareness of suicide-related risk factors and warning signs and available community suicide prevention services. *Education Code 28.004(o)*

Complaints

A parent may use the grievance procedure at FNG concerning a complaint of a violation of Education Code 28.004. *Education Code 28.004(i-1)*

Human Sexuality Instruction

Definitions

"Human sexuality instruction," "instruction in human sexuality," and "instruction relating to human sexuality" include instruction in reproductive health.

"Curriculum materials" includes the curriculum, teacher training materials, and any other materials used in providing instruction.

Education Code 28.004(p)

Board Selection

The board shall determine the specific content of a district's instruction in human sexuality. *Education Code 28.004(h)*

The board shall select any instruction relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) with the advice of the SHAC. The instruction must:

1. Present abstinence as the preferred choice of behavior for unmarried persons of school age;
2. Devote more attention to abstinence than to any other behavior;
3. Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, infection with HIV or AIDS, and the emotional trauma associated with adolescent sexual activity;
4. Direct adolescents to a standard of behavior in which abstinence before marriage is the most effective way to prevent pregnancy, sexually transmitted diseases, and infection with HIV or AIDS; and
5. Teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates, if instruction on contraception and condoms is included in the curriculum.

Education Code 28.004(e)

Notice to Parents

Before each school year, a district shall provide written notice to a parent of each student enrolled in the district of the board's deci-

sion regarding whether the district will provide human sexuality instruction to district students. If instruction will be provided, the notice must include:

1. A statement informing the parent of the human sexuality instruction requirements under state law;
2. A detailed description of the content of the district's human sexuality instruction and a general schedule on which the instruction will be provided;
3. A statement of the parent's right to:
    a. At the parent's discretion, review or purchase a copy of curriculum materials as provided by Education Code 28.004(j) [see EFA];
    b. Remove the student from any part of that instruction without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and
    c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;
4. A statement that any curriculum materials in the public domain used for the district's human sexuality instruction must be posted on the district's internet website, if the district has an internet website, and the internet website address at which the curriculum materials are located; and
5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in human sexuality instruction, including information regarding the SHAC.

Education Code 28.004(i)

Parent Consent Before Instruction

Before a student may be provided with human sexuality instruction, a district must obtain the written consent of the student's parent. A request for written consent may not be included with any other notification or request for written consent provided to the parent, other than the notice provided under Education Code 28.004(i), described above, and must be provided to the parent not later than the 14th day before the date on which the human sexuality instruction begins. The requirements in this paragraph expire August 1, 2024. *Education Code 28.004(i-2)–(i-3)*

Condoms

A district may not distribute condoms in connection with instruction relating to human sexuality. *Education Code 28.004(f)*

Separate Classes

If a district provides human sexuality instruction, it may separate students according to sex for instructional purposes. *Education Code 28.004(g)* [See FB regarding single-sex classes under Title IX.]

Adoption of Instructional Materials

The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's human sexuality instruction. The policy must require:

1. The board to adopt a resolution convening the local SHAC for the purpose of making recommendations regarding the curriculum materials;
2. The local SHAC to:
    a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and
    b. Provide the adopted recommendations to the board at a public meeting of the board; and
3. The board, after receipt of the local SHAC's recommendations under item 2, above, to take action on the adoption of the recommendations by a record vote at a public meeting.

Before adopting curriculum materials for the district's human sexuality instruction, the board shall ensure that the curriculum materials are:

1. Based on the advice of the local SHAC;
2. Suitable for the subject and grade level for which the curriculum materials are intended; and
3. Reviewed by academic experts in the subject and grade level for which the curriculum materials are intended.

Education Code 28.004(e)–(e-1), (e-3)

Abuse Prevention Instruction

Any course materials relating to the prevention of child abuse, family violence, dating violence, and sex trafficking shall be selected by the board with the advice of the local SHAC.

Adoption of Instructional Materials

The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking. The policy must require:

1. The board to adopt a resolution convening the SHAC for the purpose of making recommendations regarding the curriculum materials;

2. The SHAC to:

    a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and

    b. Provide the adopted recommendations to the board at a public meeting of the board; and

3. The board, after receipt of the SHAC's recommendations, to take action on the adoption of the recommendations by a record vote at a public meeting.

Board Selection

Before adopting curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, the board shall ensure that the curriculum materials are:

1. Based on the advice of the local SHAC;

2. Suitable for the subject and grade level for which the curriculum materials are intended; and

3. Reviewed by academic experts in the subject and grade level for which the curriculum materials are intended.

The board shall determine the specific content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including the essential knowledge and skills addressing these topics developed by the State Board of Education.

Education Code 28.004(q)–(q-1), (q-3)–(q-4)

Notice to Parents

Before each school year, a district shall provide written notice to a parent of each student enrolled in the district of the board's decision regarding whether the district will provide instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking to district students. If instruction will be provided. The notice must include:

1. A statement informing the parent of the requirements under state law regarding instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;

2. A detailed description of the content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;

3. A statement of the parent's right to:

a. At the parent's discretion, review or purchase a copy of curriculum materials [see below at Availability of Instructional Materials];

b. Remove the student from any part of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and

c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;

4. A statement that any curriculum materials in the public domain used for the district's instruction regarding the prevention of child abuse, family violence, dating violence, and sex trafficking must be posted on the district's internet website address at which the curriculum materials are located; and

5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including information regarding the local SHAC.

Parent Consent Before Instruction

Before a student may be provided with instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, a district must obtain the written consent of the student's parent. A request for written consent:

1. May not be included with any other notification or request for written consent provided to the parent, other than the notice described above; and

2. Must be provided to the parent not later than the 14th day before the date on which the instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking begins.

Education Code 28.004(q-5)–(q-6)

Availability of Materials for Human Sexuality Instruction and Abuse Prevention Instruction

Curriculum materials proposed to be adopted for the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking must be made available as provided below, except copyrighted materials must be provided as described by items (2)(a) or (2)(c), as applicable.

A district shall make all curriculum materials used in human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking available by:

1. For curriculum materials in the public domain:
    a. Providing a copy of the curriculum materials by mail or email to a parent of a student enrolled in the district on the parent's request; and
    b. Posting the curriculum materials on the district's internet website, if the district has an internet website; and
2. For copyrighted curriculum materials, allowing a parent of a student enrolled in the district to:
    a. Review the curriculum materials at the student's campus at any time during regular business hours;
    b. Purchase a copy of the curriculum materials from the publisher as provided by the district's purchase agreement for the curriculum materials; or
    c. Review the curriculum materials online through a secure electronic account in a manner that prevents the curriculum materials from being copied and that otherwise complies with copyright law.

For purchase agreements entered into, amended, or renewed on or after September 1, 2021, if a district purchases from a publisher copyrighted curriculum materials for use in the district's human sexuality instruction, the district shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the district may purchase a copy of the curriculum materials from the publisher at a price that does not exceed the price per unit paid by the district for the curriculum materials.

If a district purchases from a publisher copyrighted curriculum materials for use in the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, the district shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the district may purchase a copy of the curriculum materials from the publisher at a price that does not exceed the price per unit paid by the district for the curriculum materials.

Education Code 28.004(e-2), (j)–(j-2), (q-2)

Character Education

A district must adopt a character education program that includes the following positive character education traits and personal skills:

1. Courage;
2. Trustworthiness, including honesty, reliability, punctuality, and loyalty;
3. Integrity;
4. Respect and courtesy;
5. Responsibility, including accountability, diligence, perseverance, self-management skills, and self-control;
6. Fairness, including justice and freedom from prejudice;
7. Caring, including kindness, empathy, compassion, consideration, patience, generosity, charity, and interpersonal skills;
8. Good citizenship, including patriotism, concern for the common good and the community, responsible decision-making skills, and respect for authority and the law;
9. School pride; and
10. Gratitude.

In developing or selecting a character education program under Education Code 29.906, a district shall consult with a committee selected by the district that consists of parents of district students, educators, and other members of the community, including community leaders.

The provisions above do not require or authorize proselytizing or indoctrinating concerning any specific religious or political belief.

Education Code 29.906

Essential Knowledge and Skills

A district that offers kindergarten through grade 5 must provide instruction in the required curriculum as specified in 19 Administrative Code 74.1 (Essential Knowledge and Skills).

A district shall ensure that sufficient time is provided for teachers to teach and students to learn English language arts, mathematics, science, social studies, fine arts, health, physical education, technology applications, and to the extent possible, languages other than English.

19 TAC 74.2

Daily Physical Activity

A district shall require students in kindergarten through grade 5 to participate in moderate or vigorous daily physical activity for at least 30 minutes throughout the school year, as part of the district's physical education program or through structured activity during a campus's daily recess.

If a district determines, for any particular grade level, that requiring moderate or vigorous daily physical activity is impractical due to scheduling concerns or other factors, the district may as an alternative require a student in that grade level to participate in moderate or vigorous physical activity for at least 135 minutes during each school week.

A district must provide an exemption for a student who is unable to participate in the required physical activity because of illness or disability.

Education Code 28.002(l)

Grade 6 Fine Arts

A district that provides instruction for grade 6 in a self-contained elementary class as part of elementary school shall provide instruction for students in grade 6 in all of the Middle School 1 TEKS for art, dance, music, and theatre as specified in 19 Administrative Code Chapter 117. *Education Code 28.002(c-1); 19 TAC 74.2(b)*

Kindergarten–Grade 3 Reading Program

Each district shall adopt a phonics curriculum for kindergarten–grade 3 in accordance with 19 Administrative Code 74.2001. A phonics program that does not meet all criteria in 19 Administrative Code 74.2001(b)(1) may be used by a district if the program has a strong evidence base and is used in conjunction with a phonics program that meets all criteria. *19 TAC 74.2001; Education Code 28.0062(a)(1)*

A district shall certify to the Texas Education Agency (TEA) that the district prioritizes placement of highly effective teachers in kindergarten through second grade and has integrated reading instruments used to diagnose reading development and comprehension

to support each student in prekindergarten through third grade. *Education Code 28.0062(a)(3)* [See DMA for early literacy personnel requirements]

Courses in the foundation and enrichment curriculum in grades 6–12 must be provided in a manner that allows all grade promotion and high school graduation requirements to be met in a timely manner. A district is not required to offer a specific course in the foundation and enrichment curriculum except as specified in 19 Administrative Code 74.3. *19 TAC 74.3(c)*

Grades 6–8

A district that offers grades 6–8 must provide instruction in the required curriculum as specified in 19 Administrative Code 74.1, relating to essential knowledge and skills. A district must ensure that sufficient time is provided for teachers to teach and for students to learn English language arts, mathematics, science, social studies, at least one of the four disciplines in fine arts (art, dance, music, theatre), health, physical education, technology applications, and to the extent possible, languages other than English. The school district may provide instruction in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade level standards. *19 TAC 74.3(a)(1)*

Physical Activity Requirements

A district shall require students in grades 6–8 to participate in moderate or vigorous daily physical activity for at least 30 minutes for at least four semesters during those grade levels as part of the district's physical education curriculum.

A district may as an alternative require a student enrolled in a grade level for which the district uses block scheduling to participate in moderate or vigorous physical activity for at least 225 minutes during each period of two school weeks.

Exemptions

A district must provide an exemption for:

1. A student who is unable to participate in the required physical activity because of illness or disability; and
2. A student who participates in an extracurricular activity with a moderate or vigorous physical activity component that is considered a structured activity and meets the requirements for extracurricular activity as defined at 19 Administrative Code 76.1001.

A district may allow an exemption for a student on a middle or junior high school campus participating in a school-related activity or an activity sponsored by a private league or club only if that activity meets each of the following requirements:

1. The activity must be structured;
2. The board must certify the activity; and

3. The student must provide proof of participation in the activity.

A "structured activity" is an activity that meets, at a minimum, each of the following requirements:

1. The activity is based on the grade appropriate movement, physical activity and health, and social development strands of the essential knowledge and skills for physical education specified in 19 Administrative Code Chapter 116; and

2. The activity is organized and monitored by school personnel or by appropriately trained instructors who are part of a program that has been certified by the board.

Education Code 28.002(l)–(l-1); 19 TAC 103.1003

Fine Arts Requirement

The school district must ensure that, beginning with students who enter grade 6 in the 2010–11 school year, each student completes one Texas Essential Knowledge and Skills-based fine arts course in grade 6, grade 7, or grade 8. *Education Code 28.002(c-1); 19 TAC 74.3(a)(2)*

A district shall offer and maintain evidence that students have the opportunity to take courses in at least three of the four disciplines in fine arts. The requirement to offer three of the four disciplines in fine arts may be reduced to two by the commissioner of education upon application of a school district with a total middle school enrollment of less than 250 students. *19 TAC 74.3(a)(3)*

Instruction in High School, College, and Career Preparation

Each district shall provide instruction to students in grade 7 or 8 in preparing for high school, college, and a career. The instruction must include information regarding:

1. The creation of a high school personal graduation plan under Education Code 28.02121;

2. The distinguished level of achievement described by Education Code 28.025(b-15);

3. Each endorsement described by Education Code 28.025(c-1);

4. College readiness standards; and

5. Potential career choices and the education needed to enter those careers.

A district may provide the instruction as part of an existing course in the required curriculum; provide the instruction as part of an existing career and technology course designated by the State Board

of Education (SBOE) as appropriate for that purpose; or establish a new elective course through which to provide the instruction.

Education Code 28.016

High School Courses at Earlier Grades

A district may offer courses designated for grades 9–12 in earlier grade levels. *19 TAC 74.26(b)*

Grades 9–12 Course Offerings

A district that offers grades 9–12 shall provide instruction in the required curriculum as specified in 19 Administrative Code 74.1. A district shall ensure that sufficient time is provided for teachers to teach and for students to learn the subjects in the required curriculum. *19 TAC 74.3(b)(1)*

A district shall offer the courses listed below in grades 9–12 and shall maintain evidence that students have the opportunity to take these courses:

1. English language arts — English I, II, III, IV, and at least one additional advanced English course.
2. Mathematics — Algebra I, Algebra II, Geometry, Precalculus, and Mathematical Models with Applications.
3. Science — Integrated Physics and Chemistry, Biology, Chemistry, Physics, and at least two additional science courses selected from Aquatic Science, Astronomy, Earth and Space Science, Environmental Systems, Advanced Animal Science, Advanced Biotechnology, Advanced Plant and Soil Science, Anatomy and Physiology, Engineering Design and Problem Solving, Food Science, Forensic Science, Medical Microbiology, Pathophysiology, Scientific Research and Design, and Principles of Engineering.
    a. The requirement to offer two additional courses may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.
    b. Science courses shall include at least 40 percent hands-on laboratory investigations and field work using appropriate scientific inquiry.
4. Social studies — United States History Studies Since 1877, World History Studies, United States Government, World Geography Studies, Personal Financial Literacy, Economics with Emphasis on the Free Enterprise System and Its Benefits, and Personal Financial Literacy and Economics. The requirement to offer both Economics with Emphasis on the Free En-

terprise System and Its Benefits and Personal Financial Literacy and Economics may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.

5. Physical education — at least two courses selected from:
    a. Lifetime Fitness and Wellness Pursuits;
    b. Lifetime Recreation and Outdoor Pursuits; or
    c. Skill-Based Lifetime Activities.
6. Fine arts — courses selected from at least two of the four fine arts areas (art, music, theatre, and dance) as follows:
    a. Art I, II, III, IV;
    b. Music I, II, III, IV;
    c. Theatre I, II, III, IV; or
    d. Dance I, II, III, IV.
7. Career and technical education [see EEL] — three or more career and technical education courses for four or more credits with at least one advanced course aligned with a specified number of Texas Education Agency (TEA)-designated programs of study determined by enrollment as follows:
    a. One program of study for a district with fewer than 500 students enrolled in high school;
    b. Two programs of study for a district with 501–1,000 students enrolled in high school;
    c. Three programs of study for a district with 1,001–2,000 students enrolled in high school;
    d. Four programs of study for a district with 1,001–5,000 students enrolled in high school;
    e. Five programs of study for a district with 5,001–10,000 students enrolled in high school; and
    f. Six programs of study for a district with more than 10,000 students enrolled in high school.
8. Languages other than English — Levels I, II, and III or higher of the same language.
9. Computer science — one course selected from Fundamentals of Computer Science, Computer Science I, or Advanced Placement (AP) Computer Science Principles.

10. Speech — Communication Applications.

19 TAC 74.3(b)(2)

A district must provide each student the opportunity each year to select courses in which he or she intends to participate from a list that includes all courses listed above. If a district will not offer all required courses every year, but intends to offer particular courses only every other year, it must notify all enrolled students of that fact.

A district shall teach any course a student is specifically required to take for high school graduation at least once in any two consecutive school years. For a subject that has an end-of-course assessment, a district shall either teach the course every year or use alternate delivery systems, as described in 19 Administrative Code Chapter 74, Subchapter C, to enable students to earn credit for the course and shall maintain evidence thereof.

19 TAC 74.3(b)(4)

A district may offer additional courses from the complete list of courses approved by the SBOE to satisfy graduation requirements. *19 TAC 74.3(b)(3)*

A district may allow a student to enroll concurrently in Algebra I and geometry. *Education Code 28.025(b-6)*

Personal Financial Literacy

Each district shall provide an elective course in personal financial literacy that meets the requirements for a one-half elective credit, using materials approved by the SBOE. The instruction in personal financial literacy must include instruction on completing the application for federal student aid provided by the Department of Education. In fulfilling the requirement to provide financial literacy instruction, a district may use an existing state, federal, private, or nonprofit program that provides students without charge the described instruction. *Education Code 28.0021(b)*

Applied Courses

A school district may offer the foundation curriculum in an applied manner. The courses delivered in an applied manner must cover the essential knowledge and skills, and the student shall be administered the applicable end-of-course assessment instrument. *Education Code 28.025(b-4)*

Research Writing Component

For students entering grade 9 beginning with the 2007–08 school year, districts must ensure that one or more courses offered in the required curriculum for the Recommended and Advanced/ Distinguished Achievement High School Programs include a research writing component. *19 TAC 74.3(b)(5)*

Parenting Awareness Program

A district shall use the parenting and paternity awareness program developed by the SBOE in its high school health curriculum.

High School

Middle and Junior High School

A district may use the program in the district's middle or junior high school curriculum.

Program Requirements

Implementation of this requirement shall comply with the requirement that the board establish a local school health advisory council to assist the district in ensuring that local community values are reflected in the district's health education instruction.

A district may add elements at its discretion but must include the following areas of instruction:

1. Parenting skills and responsibilities, including child support;
2. Relationship skills, including money management, communication, and marriage preparation; and
3. Skills relating to the prevention of family violence, only if the district's middle, junior high, or high schools do not have a family violence program.

At the discretion of the district, a teacher may modify the suggested sequence and pace of the program at any grade level.

Local Programs and Materials

A district may develop or adopt research-based programs and curriculum materials for use in conjunction with the program developed by the SBOE. The programs and curriculum materials may provide instruction in:

1. Child development;
2. Parenting skills, including child abuse and neglect prevention; and
3. Assertiveness skills to prevent teenage pregnancy, abusive relationships, and family violence.

Parent Permission

A student under 14 years of age may not participate in the program without the permission of the student's parent or person standing in parental relation to the student.

Education Code 28.002(p); 19 TAC 74.35(a)

Alcohol Awareness Instruction

A district shall incorporate instruction in the dangers, causes, consequences, signs, symptoms, and treatment of binge drinking and alcohol poisoning into any course meeting a requirement for a health education credit.

A district shall choose an evidence-based alcohol awareness program to use in the district's middle school, junior high school, and

high school health curriculum from a list of programs approved by the commissioner for this purpose.

"Evidence-based alcohol awareness program" means a program, practice, or strategy that has been proven to effectively prevent or delay alcohol use among students, as determined by evaluations that use valid and reliable measures and that are published in peer-reviewed journals.

Education Code 28.002(r); 19 TAC 74.35(b)

CPR Instruction

For all students who entered grade 7 in the 2010–11 school year and thereafter, a district shall provide instruction to students in grades 7–12 in cardiopulmonary resuscitation (CPR). The instruction may be provided as a part of any course. A student shall receive the instruction at least once before graduation from high school.

CPR instruction must include training that has been developed by the American Heart Association or the American Red Cross or using nationally recognized, evidence-based guidelines for emergency cardiovascular care and incorporating psychomotor skills to support the instruction.

A district may use emergency medical technicians, paramedics, police officers, firefighters, representatives of the American Heart Association or the American Red Cross, teachers, other school employees, or other similarly qualified individuals to provide instruction and training. Instruction is not required to result in CPR certification. If instruction is intended to result in certification, the course instructor must be authorized to provide the instruction by the American Heart Association, the American Red Cross, or a similar nationally recognized association; otherwise, an instructor is not required to be certified in CPR.

Waivers for Students with Disabilities

A district may waive this requirement for a student who, due to a disability, is unable to complete the instruction. The determination regarding a student's ability to complete the CPR requirement must be made by:

1. The student's admission, review, and dismissal (ARD) committee if the student receives special education services under Education Code Chapter 29, Subchapter A; or
2. The committee established for the student under Section 504, if the student does not receive special education services, but is covered by Section 504.

Education Code 28.0023 (c)–(e), (g); 19 TAC 74.38

Donations

A district may accept from TEA donations the agency receives under Education Code 7.026 for use in providing instruction to students in the principles and techniques of CPR. A district may accept other donations, including donations of equipment, for use in providing CPR instruction. *Education Code 29.903*

Proper Interaction with a Peace Officer

For any student entering grade 9 in the 2018–19 school year and thereafter, a district shall provide instruction in one or more courses to students in grades 9–12 on proper interaction with peace officers during traffic stops and other in-person encounters. The required instruction may be provided as part of any course or courses and must be provided to each student at least once before graduation from high school.

The instruction must include all the information required by 19 Administrative Code 74.39(b). A district shall use materials developed through a memorandum of understanding among the Texas Commission on Law Enforcement, the SBOE, and TEA. A district may tailor the instruction developed under this section as appropriate for the district's community. In tailoring the instruction, the district shall solicit input from local law enforcement agencies, driver training schools, and the community.

A district shall clearly indicate on the transcript or academic achievement record the year in which the instruction was provided to the student.

19 TAC 74.39; Education Code 28.012

Admission, Review, and Dismissal Committee

Each district must establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full individual and initial evaluation is conducted. The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including 34 C.F.R. 300.321.

The district is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including the responsibilities listed at 19 Administrative Code 89.1050.

19 TAC 89.1050(a); 34 C.F.R. 300.116(a), .321(a)

Committee Members

A district shall ensure that each ARD committee meeting includes all of the following:

1. The parents of a student with a disability;
2. At least one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
3. At least one special education teacher or, if appropriate, at least one special education provider of the student;
4. A representative of the district who:
    a. Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
    b. Is knowledgeable about the general education curriculum; and
    c. Is knowledgeable about the availability of resources of the district;
5. Other individuals who have knowledge or special expertise regarding the student at the discretion of the district or the parent;
6. An individual who can interpret the instructional implications of evaluation results, who may be a member of the ARD committee described in items 2–5;
7. The student, if appropriate;
8. For a student who is suspected to be deaf or hard of hearing, a teacher who is certified in the education of students who are deaf or hard of hearing;

9. For a student with a suspected or documented visual impairment, a teacher who is certified in the education of students with visual impairments;

10. For a student with suspected or documented deaf-blindness, a teacher who is certified in the education of students with visual impairments and a teacher who is certified in the education of students who are deaf or hard of hearing;

11. For a student with limited English proficiency, a member of the language-proficiency assessment committee (LPAC), who may also be a member as described at items 2 or 3;

12. A representative of any participating agency likely to be responsible for providing transition services for a student, as appropriate, and with the consent of the student's parents or a student who has reached the age of majority; and

13. When considering initial or continued placement of a student in a career and technical education program, a representative from career and technical education, preferably the teacher.

The special education teacher or special education provider that participates in the ARD committee meeting must be appropriately certified or licensed as required by 34 C.F.R. 300.18 and 300.156.

19 TAC 75.1023(d)(1), 89.1050(c); 20 U.S.C. 1414(d)(1)(B); 34 C.F.R. 300.321;

A district member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and the district agree in writing that the attendance is not necessary because the member's area of the curriculum or related services is not being modified or discussed during the meeting.

A district member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and the district consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

20 U.S.C. 1414(d)(1)(C); 34 C.F.R. 300.321(e)

Regular Education Teacher

If an ARD committee is required to include a regular education teacher, the regular education teacher must, to the extent practicable, be a teacher who is responsible for implementing a portion of the child's IEP. *Education Code 29.005(a)*

Parent Involvement

A district shall take steps to ensure that one or both parents of a student with a disability are present at each ARD committee meeting or are afforded an opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include the purpose, time, and location of the meeting, who will be in attendance, that persons with knowledge or special expertise may be invited by either the parent or the district, and that the Part C service coordinator or other representatives of the Part C system may be invited to the initial meeting for a child previously served under a Part C early childhood intervention program); and
2. Scheduling the meeting at a mutually agreed on time and place.

If the purpose of the meeting is to consider transition services, the notice must also indicate this purpose, indicate that the district will invite the student, and identify any other agency that will be invited to send a representative.

34 C.F.R. 300.322(a)–(b); 19 TAC 89.1050(d)

Alternative Means of Meeting Participation

If neither parent can attend an ARD meeting, the district must allow other methods of participation, such as through telephone calls or video conferencing. *20 U.S.C. 1414(f); 34 C.F.R. 300.322(c); 19 TAC 89.1050(d)*

An ARD meeting may be conducted without a parent in attendance if a district is unable to convince the parents that they should attend, but the district shall have a record of its attempts to arrange a mutually agreed on time and place, such as detailed records of telephone calls, correspondence, or visits made or attempted and the results of any of those actions. *34 C.F.R. 300.322(d)*

Meetings

A district shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability. The committee shall review each child's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once a year.

A "meeting" does not include informal or unscheduled conversations involving district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provisions if those issues are not addressed in the child's IEP. A "meeting" also does not include preparatory activities that district

personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

20 U.S.C. 1414(d)(4); 34 C.F.R. 300.116(b)(1), .324(b), (c)(1), .501(b)(3)

Meeting at Parent's Request

Upon receipt of a written request for an ARD committee meeting from a parent, the school district must schedule and convene a meeting in accordance with the procedures in 19 Administrative Code 89.1050(d) or within five school days, provide the parent with written notice explaining why the district refuses to convene a meeting. *19 TAC 89.1050(e)*

Written Notice

If a parent is unable to speak English, a district must provide the parent with a written notice regarding the ARD committee meeting required under 19 Administrative Code 89.1050(d) (notice for purposes of scheduling) or (e)(2) (notice explaining why the district refuses to convene a meeting) in the parent's native language, unless it is clearly not feasible to do so. If the parent's native language is not a written language, the school district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication so that the parent understands the content of the notice. *19 TAC 89.1050(f)*

Transfer Students

In-State Transfers

When a student transfers to a new district within the state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new school district must meet the requirements of 34 C.F.R. 300.323(e) regarding the provision of special education services. The timeline for completing the requirements outlined in 34 C.F.R. 300.323(e)(1) or (2) is 30 school days from the date the student is verified as being a student eligible for special education services.

Transfers from Another State

When a student transfers from a district in another state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new district must meet the requirements of 34 C.F.R. 300.323(f) regarding the provision of special education services. If the new district determines that an evaluation is necessary, the evaluation is considered a full individual and initial evaluation and must be completed within the timelines established by 19 Administrative Code 89.1011(c) and (e). The timeline for completing the requirements in 34 C.F.R. 300.323(f)(2), if appropriate, is 30 calendar days from the date of

the completion of the evaluation report. If the school district determines that an evaluation is not necessary, the timeline for completing the requirements outlined in 34 C.F.R. 300.323(f)(2) is 30 school days from the date the student is verified as being a student eligible for special education services.

A student with a disability who has an IEP in place from a previous in- or out-of-state district and who enrolls in a new district during the summer is not considered a transfer student for the purposes of this provision or for 34 C.F.R. 300.323(e) or (f). For these students, the new district must implement the IEP from the previous district in full on the first day of class of the new school year or must convene an ARD committee meeting during the summer to revise the student's IEP for implementation on the first day of class of the new school year.

19 TAC 89.1050(j)

Transfer of Records

The district in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous district.

The previous district shall take reasonable steps to promptly respond to the request from the new district and must furnish the new school district with a copy of the student's records, including the student's special education records, not later than the tenth working day after the date a request for the information is received by the previous school district.

20 U.S.C. 1414(d)(2)(C)(ii); 34 C.F.R. 300.323(g); 19 TAC 89.1050(j)(3)

Students Who Are Homeless or in Substitute Care

When a student who is homeless or in substitute care transfers into a district after being referred by a previous district for a special education evaluation, the receiving district must accept the referral and ensure that any written report of a full individual and initial evaluation must be completed in accordance with the timelines established in 19 Administrative Code 89.1011 (relating to Full Individual and Initial Evaluation).

When a student who is already eligible for special education and is homeless or in substitute care transfers into a district during the school year, the receiving district must ensure that it meets the student transfer requirements of 19 Administrative Code 89.1050(j) (relating to the Admission, Review, and Dismissal Committee).

19 TAC 89.1615

Military Dependents

A district shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, C* [See FDD]

Individualized Education Program

A district shall develop, review, and revise an IEP for each child with a disability. *20 U.S.C. 1412(a)(4); 34 C.F.R. 300.320(a)*

At the beginning of each school year, a district shall have in effect, for each child with a disability in its jurisdiction, an IEP. *20 U.S.C. 1414(d)(2)(A); 34 C.F.R. 300.323(a)*

The term "individualized education program" means a written statement for each student with a disability that documents the decisions of the ARD committee with respect to issues discussed at each committee meeting and includes:

1. A statement of the student's present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the student's progress toward the annual goals will be measured and when periodic reports on the progress of the student will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student;
5. A statement of the program modifications or supports for school personnel that will be provided for the student;
6. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate and allowable accommodations that are necessary to measure the academic achievement and functional performance of the student on state or district-wide assessments;
9. If the ARD committee determines that the student must take an alternative assessment instead of a particular regular state

or district-wide assessment, a statement of why the student cannot participate in the regular assessment and why the particular assessment selected is appropriate for the student;

10. If the ARD committee determines that a student is in need of extended school year (ESY) services, identification of the goals and objectives that will be addressed during ESY services;

11. Beginning not later than when a student reaches 14 years of age and updated annually thereafter, the ARD committee's consideration and decisions regarding the transition issues under 19 Administrative Code 89.1055(h) [see EHBAD];

12. Beginning not later than the first IEP to be in effect when the student is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate measurable postsecondary goals and transition services needed to assist the student in reaching those goals [see EHBAD];

13. Beginning not later than one year before the student reaches the age of 17, a statement that the student has been informed of the rights that will transfer to the student upon reaching the age of majority;

14. The date of the meeting;

15. The name, position, and signature of each member participating in the meeting; and

16. An indication of whether the child's parents, the adult student, if applicable, and the administrator agreed or disagreed with the decisions of the ARD committee.

20 U.S.C. 1414(d); 34 C.F.R. 300.320; Education Code 29.005(b-1), .011; 19 TAC 89.1055

The written statement of a student's IEP may be required to include only information included in the model form developed by the Texas Education Agency (TEA) under Education Code 29.0051(a) and posted on the TEA website. A district may use the model form to comply with the requirements for an IEP under 20 U.S.C. 1414(d). *Education Code 29.005(f), .0051*

IEP Supplement

For each child who was enrolled in a district's special education program during the 2019–20 school year or the 2020–21 school year, the district shall prepare a supplement to be included with the written statement of the IEP. For more information about the re-

quired supplement, see Education Code 29.0052 and the commissioner rules, when adopted. This requirement expires September 1, 2023. *Education Code 29.0052*

Supplemental Special Education Services

The ARD committee of a student approved for participation in the supplemental special education services and instructional materials program shall provide to the student's parent at an ARD committee meeting for the student:

1. Information regarding the types of supplemental special education services available under the program and provided by agency-approved providers for which an account maintained under Education Code 29.042(b) for the student may be used; and

2. Instructions regarding accessing the account.

The supplemental special education services and instructional materials program (SSES) expires September 1, 2024.

Education Code 29.048

A district shall notify parents and guardians of students served by special education of the SSES program and how to apply.

A student's ARD committee may not consider a student's current or anticipated eligibility for any supplemental special education instructional materials or services that may be provided under the SSES program when developing or revising a student's IEP, when determining a student's educational setting, or in the provision of a free appropriate public education.

19 TAC 102.1601(i)-(j)

Behavioral Intervention Plan

The ARD committee may determine that a behavior improvement plan or a behavioral intervention plan is appropriate for a student for whom the committee has developed an IEP. *Education Code 29.005(g)*

If the committee makes that determination, the behavior improvement plan or behavioral intervention plan shall be included as part of the student's IEP and provided to each teacher with responsibility for educating the student.

If a behavior improvement plan or a behavioral intervention plan is included as part of a student's IEP, the ARD committee shall review the plan at least annually, and more frequently if appropriate, to address:

1. Changes in a student's circumstances that may impact the student's behavior, such as:

a. The placement of the student in a different educational setting;

b. An increase or persistence in disciplinary actions taken regarding the student for similar types of behavioral incidents;

c. A pattern of unexcused absences; or

d. An unauthorized, unsupervised departure from an educational setting; or

2. The safety of the student or others.

19 TAC 89.1055(g); Education Code 29.005(h)

Translation of IEP into Native Language

If the parent is unable to speak English and Spanish is the parent's native language, a district shall provide a written or audiotaped copy of the student's IEP translated into Spanish. If the parent's native language is other than Spanish or English, a district shall make a good faith effort to provide a written or audiotaped copy of the student's IEP translated into the parent's native language. *Education Code 29.005(d)*

A written copy of the student's IEP translated into Spanish or the parent's native language means that all of the text in the student's IEP in English is accurately translated into the target language in written form. The IEP translated into the target language must be a comparable rendition of the IEP in English and not a partial translation or summary of the IEP in English.

An audio recording of the student's IEP translated into Spanish or the parent's native language means that all of the content in the student's IEP in English is orally translated into the target language and recorded with an audio device. A district is not prohibited from providing the parent with an audio recording of an ARD committee meeting at which the parent was assisted by an interpreter as long as the audio recording provided to the parent contains an oral translation into the target language of all of the content in the student's IEP in English.

If a parent's native language is not a written language, the district must take steps to ensure that the student's IEP is translated orally or by other means to the parent in his or her native language or other mode of communication.

Under 34 C.F.R. 300.322(f), a district must give a parent a written copy of the student's IEP at no cost to the parent. A school district meets this requirement by providing a parent with a written copy of the student's IEP in English or by providing a parent with a written

translation of the student's IEP in the parent's native language as provided above.

19 TAC 89.1050(i)

Autism/Pervasive Developmental Disorder

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;
5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and postsecondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (ASD);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the student's developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and
11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a

statement reflecting that decision and the basis upon which the determination was made.

19 TAC 89.1055(e)–(f)

Visual Impairment

If a district provides special education services to students with visual impairments, it shall have written procedures as required in Education Code 30.002(c)(10) (staff access to resources). *19 TAC 89.1075(b)*

Collaborative Process

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions of the ARD committee concerning the required elements of the IEP shall be made by mutual agreement, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

Ten-Day Recess

When mutual agreement about all required elements of the IEP is not achieved, the parent who disagrees must be offered a single opportunity to recess and reconvene the ARD committee meeting. The period of time for reconvening the ARD committee meeting must not exceed ten school days, unless the parties mutually agree otherwise. The ARD committee must schedule the reconvened meeting at a mutually agreed upon time and place. The opportunity to recess and reconvene is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program. [See FOF]

These requirements do not prohibit the ARD committee from recessing an ARD committee meeting for reasons other than the failure to reach mutual agreement about all required elements of an IEP.

During the recess, the ARD committee members must consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons who may assist in enabling the ARD committee to reach mutual agreement.

Failure to Reach Agreement

If a recess is implemented and the ARD committee still cannot reach mutual agreement, a district shall implement the IEP it has determined to be appropriate for the student. Each member of the ARD committee who disagrees with the IEP developed by the ARD

committee is entitled to include a statement of disagreement in the IEP.

If the IEP is not developed by agreement, the written statement of the program must include the basis of the disagreement. Each member of the ARD committee who disagrees with the IEP developed by the committee is entitled to include a statement of disagreement in the written statement of the program.

Education Code 29.005(c); 19 TAC 89.1050(g)

Modification of Existing IEP

Changes to the IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP.

After the annual IEP meeting for a school year, the parent and district may agree not to convene an IEP meeting for the purposes of making changes to the IEP and instead may develop a written document to amend or modify the child's current IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

To the extent possible, a district shall encourage the consolidation of reevaluation meetings for the child and other ARD meetings for the child.

20 U.S.C. 1414(d)(3)(D)–(F); 34 C.F.R. 300.324(a)(4)–(6)

Teacher Access to IEP

Each district must ensure that each teacher who provides instruction to a student with a disability has access to relevant sections of the student's current IEP, is informed of the teacher's specific responsibilities related to implementation of the IEP, and has an opportunity to request assistance regarding implementation of the student's IEP. *19 TAC 89.1075(c)*

Teacher Request to Review IEP

Each district shall develop a process to be used by a teacher who instructs a student with a disability in a regular classroom setting:

1. To request a review of the student's IEP;
2. To provide input in the development of the student's IEP;
3. That provides for a timely district response to the teacher's request; and
4. That provides for notification to the student's parent or legal guardian of that response.

Education Code 29.001(11); 19 TAC 89.1075(d)

Procedural Safeguards

A district shall establish and maintain procedures to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education (FAPE). *20 U.S.C. 1415(a)*

These procedures shall include the following:

1. An opportunity for the parents to review all education records and to participate in meetings relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. *34 C.F.R. 300.501*
2. An opportunity for the parents to obtain an independent educational evaluation of the child. *34 C.F.R. 300.502*
3. Protecting the rights of a child when no parent can be identified, a district cannot locate the parents, or the child is a ward of the state, which may include the assignment of an individual to act as a surrogate parent. *34 C.F.R. 300.519*
4. Prior written notice to the parents when a district proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. *34 C.F.R. 300.503* [See Prior Notice and Consent, below]
5. Procedures to allow parties to resolve disputes through a mediation process. *34 C.F.R. 300.506*
6. An opportunity for any party to file a due process complaint on any matter relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. [See Dispute Resolution, below] *34 C.F.R. 300.507*
7. Procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which shall remain confidential). *34 C.F.R. 300.508*

Consent

Consent means that:

1. The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
2. The parent understands and agrees in writing to the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and

3. The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time. A revocation of consent is not retroactive.

   If the parent revokes consent in writing for his or her child's receipt of services after the child is initially provided special education and related services, the district is not required to amend the child's education records to remove any references to the child's receipt of services because of the revocation of consent.

34 C.F.R. 300.9

Language of Notices The procedural safeguards and prior notices described below must be written in language understandable to the general public. The notice must be provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. *34 C.F.R. 300.503(c), .504(d)*

Electronic Delivery of Notices A parent may elect to receive the procedural safeguards notice, prior notice, or notice of due process complaint by electronic mail if a district makes that option available. *34 C.F.R. 300.505*

Notice of Procedural Safeguards A district shall provide a copy of the procedural safeguards to parents only one time a year, except that a copy also shall be given to the parents:

1. Upon initial referral or parental request for evaluation;
2. Upon receipt of the first state complaint and upon receipt of the first due process complaint in a school year;
3. On the date of a decision to make a disciplinary removal that is a change in placement; and
4. Upon request by a parent.

A district may place a current copy of the procedural safeguards notice on its website, if it has one.

Contents of Notice The notice shall include a full explanation of the procedural safeguards relating to:

1. Independent educational evaluations;
2. Prior written notice;
3. Parental consent;
4. Access to educational records;

5. Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
    a. The time period in which to file a complaint;
    b. The opportunity for the district to resolve the complaint; and
    c. The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures.
6. The availability of mediation;
7. The child's placement during pendency of any due process proceedings;
8. Procedures for children who are subject to placement in an interim alternative educational setting;
9. Requirements for unilateral placement by parents of children in private schools at public expense;
10. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
11. Civil actions, including the time period in which to file such actions; and
12. Attorneys' fees.

20 U.S.C. 1415(a)–(b), (d); 34 C.F.R. 300.504

Prior Notice and Consent

A district shall provide prior written notice to the parents a reasonable time before the district proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of a child or the provision of FAPE to the child. *34 C.F.R. 300.503(a)*

Notice must be provided to the parent in the parent's native language or other mode of communication at least five school days before the school district proposes or refuses the action unless the parent agrees to a shorter time frame. *19 TAC 89.1050(h)*

Contents of Notice

The notice must include:

1. A description of the action proposed or refused by the district;
2. An explanation of why the district proposes or refuses to take the action;

3. A description of each evaluation procedure, assessment, record, or report the district used as a basis for the proposed or refused action;

4. A statement that the parents have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the procedural safeguards can be obtained;

5. Sources for parents to contact to obtain assistance in understanding the Individuals with Disabilities Act (IDEA) rules;

6. A description of other options the admission, review, and dismissal (ARD) committee [see EHBAB] considered and the reasons why those options were rejected; and

7. A description of other factors that are relevant to the district's proposal or refusal.

34 C.F.R. 300.503(b)

Consent to Initial Evaluation

Before a district conducts an initial evaluation, it shall provide prior written notice, including a description of any evaluation the district proposes to conduct, and obtain informed consent for the evaluation from the parents. *20 U.S.C. 1414(a)(1)(D), (E); 34 C.F.R. 300.304(a)*

Consent to Services

A district shall seek informed consent from the parent before providing special education and related services to a child. *20 U.S.C. 1414(a)(1)(D)* [See EHBAA]

Consent to Reevaluation

A district shall obtain informed parental consent before conducting any reevaluation of a child with a disability, except that such informed parental consent need not be obtained if the district can demonstrate that it has taken reasonable measures to obtain such consent and the parent has failed to respond. *20 U.S.C. 1414(c)(3)*

Psychological Examinations and Tests

On request of a child's parent, before obtaining the parent's consent for the administration of any psychological examination or test to the child as part of the evaluation of the child's need for special education, a district shall provide to the child's parent:

1. The name and type of the examination or test; and

2. An explanation of how the examination or test will be used to develop an appropriate individualized education program (IEP) for the child.

If a district determines that an additional examination or test is required for the evaluation of a child's need for special education, the district shall provide the information above to the parent regarding

the additional examination or test and shall obtain additional consent for the examination of test.

Education Code 29.0041(a), (b)

Dispute Resolution

The possible options for resolving disputes that arise between a parent and a school district relating to the identification, evaluation, or educational placement of or the provision of FAPE to a student with a disability include, but are not limited to:

1. ARD committee meetings, including IEP facilitation if offered by the district, under 19 Administrative Code 89.1196;
2. Meetings or conferences with the student's teachers;
3. Meetings or conferences, subject to the district's policies, with the campus principal, special education director, superintendent, or board;
4. Requesting state IEP facilitation in accordance with 19 Administrative Code 89.1197;
5. Requesting mediation through the Texas Education Agency (TEA) in accordance with 19 Administrative Code 89.1193;
6. Filing a complaint with TEA in accordance with 19 Administrative Code 89.1195; or
7. Requesting a due process hearing through TEA in accordance with 19 Administrative Code 89.1151–.1191.

19 TAC 89.1150

Due Process Complaint

Whenever a due process complaint has been received by a district, the parent or the district shall have an opportunity for an impartial due process hearing, which shall be conducted by an impartial hearing officer selected by TEA. [For TEA rules on due process. hearings, see 19 Administrative Code 89.1151–.1191.] *20 U.S.C. 1415(f)(1)(A); 19 TAC 89.1151(a), .1170(a)*

Timeline

Beginning September 1, 2022, a parent or a district must request a hearing within two years of the date the parent or public education agency knew or should have known about the alleged action that serves as the basis for the request, unless tolled, as described below.

Prior to September 1, 2022, a parent or public education agency must request a hearing within one year of the date the parent or public education agency knew or should have known about the alleged action that serves as the basis for the request, unless tolled

pursuant to 50 U.S.C. 3936, as set forth in 19 Administrative Code 89.1151(e), below.

19 TAC 89.1151(c)

Tolled Timeline

TEA will include in the Notice of Procedural Safeguards a statement that the statute of limitations for the parent of a student to request an impartial due process hearing may be tolled if:

1. The parent is an active-duty member of the armed forces, the Commissioned Corps of the National Oceanic and Atmospheric Administration, or the Commissioned Corps of the United States Public Health Service; and
2. 50 U.S.C. 3936 (statute of limitations for military service) applies to the parent.

19 TAC 89.1151(e)

Timeline Exception

This timeline shall not apply if the parent was prevented from requesting a hearing due to:

1. A specific misrepresentation by a district that it had resolved the problem forming the basis of the complaint; or
2. A district's withholding of information from the parent that the district was required by the IDEA to provide.

20 U.S.C. 1415(f)(3)(D); 34 C.F.R. 300.511(f), 19 TAC 89.1151(d)

"Stay Put"

During the pendency of any proceeding conducted under IDEA part B (except proceedings to challenge a disciplinary change of placement or manifestation determination), the child shall remain in the then-current educational placement unless the district and the parent agree otherwise. If the child is applying for initial admission to a public school, the child shall, with the consent of the parents, be placed in the public school program until all proceedings have been completed. *20 U.S.C. 1415(j); 34 C.F.R. 300.518, .533*

Exception

When a due process hearing has been requested by a parent or district concerning a disciplinary change of placement or manifestation determination, the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the child's assignment to the alternative setting, or the 45-day timeline, if applicable, whichever occurs first, unless the parent and district agree otherwise. *20 U.S.C. 1415(k)(3)(A), 1415(k)(4)(A); 34 C.F.R. 300.533* [See FOF]

Resolution Process

Within 15 calendar days of receiving notice of a parent's due process complaint, and before initiating a due process hearing, a district shall convene a meeting with the parent and the relevant

member or members of the ARD committee. The purpose of the meeting is for the parent to discuss the due process complaint and the facts that form the basis of the due process complaint, so that the district has the opportunity to resolve the dispute.

The meeting need not be held if the parent and the district agree in writing to waive the meeting, or the parent and the district agree to use the mediation process.

If the district has not resolved the due process complaint to the satisfaction of the parent within 30 calendar days of the receipt of the complaint, the due process hearing may occur. If the district is unable to obtain the participation of the parent in the resolution meeting after reasonable efforts have been made, the district may, at the conclusion of the 30-day period, request that a hearing officer dismiss the parent's request for a hearing.

34 C.F.R. 300.510, 19 TAC 89.1183

Transfer of Rights to Adult Students

Not later than one year before the 18th birthday of a student with a disability, the district at which the student is enrolled shall:

1. Provide to the student and the student's parents:
    a. Written notice regarding the transfer of rights; and
    b. Information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement under Estates Code Chapter 1357, and other supports and services that may enable the student to live independently; and
2. Ensure that the student's IEP includes a statement that the district provided the required notice, information, and resources.

If a student with a disability or the student's parent requests information regarding guardianship or alternatives to guardianship from the district, the district shall provide to the student or parent information and resources on supported decision-making agreements under Estates Code Chapter 1357.

A student with a disability who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code Chapter 31 shall have the same right to make educational decisions as a student without a disability. All other rights accorded to parents under Education Code Chapter 29, Subchapter A or 20 U.S.C. 1415 transfer to the student.

34 C.F.R. 300.520; Education Code 29.017(a), (c), (c-1), (c-2); 19 TAC 89.1049(a)

Notice

When a student reaches the age of 18, a district shall provide written notice to the student and the student's parents of the transfer of parental rights. This notice is separate and distinct from the requirement that, beginning at least one year before the student reaches the age of 18, the student's IEP include a statement regarding transfer of parental rights.

The notice must include information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement, and other supports and services that enable the student to live independently. The notice must also provide contact information for the parties to use in obtaining additional information.

34 C.F.R. 300.520(a)(3); Education Code 29.017(c); 19 TAC 89.1049(c)

Special Education Decision-Making for Children in Foster Care

A foster parent may act as a parent of a child with a disability, as authorized under 20 U.S.C. Section 1415(b) and its subsequent amendments, if:

1. The Department of Family and Protective Services (DFPS) is appointed as the temporary or permanent managing conservator of the child;
2. The rights and duties of the department to make decisions regarding education provided to the child under Family Code 153.371 have not been limited by court order; and
3. The foster parent agrees to:
    a. Participate in making special education decisions on the child's behalf; and
    b. Complete a training program that complies with minimum standards established by agency rule.

Training

A foster parent who will act as a parent of a child with a disability must complete a training program before the next scheduled ARD committee meeting for the child but not later than the 90th day after the date the foster parent begins acting as the parent for the purpose of making special education decisions.

A district may not require a foster parent to retake a training program to continue serving as a child's parent or to serve as the surrogate parent for another child if the foster parent has completed a training program to act as a parent of a child with a disability provided by:

1. DFPS;

2. A school district;

3. An education service center; or

4. Any other entity that receives federal funds to provide special education training to parents.

A foster parent who is denied the right to act as a parent by a school district may file a complaint with TEA in accordance with federal law and regulations.

Not later than the fifth day after the date a child with a disability is enrolled in a school, DFPS must inform the appropriate school district if the child's foster parent is unwilling or unable to serve as a parent.

Education Code 29.015; 19 TAC 89.1047

Appointment of Surrogate Parent for Certain Children

These provisions apply to a child with a disability for whom:

1. DFPS is appointed as the temporary or permanent managing conservator of the child; and

2. The rights and duties of the department to make decisions regarding the child's education under Family Code 153.371 have not been limited by court order.

A school district must appoint an individual to serve as the surrogate parent for a child if the district is unable to identify or locate a parent for a child with a disability or the foster parent of a child is unwilling or unable to serve as a parent for the purposes of this subchapter.

Education Code 29.0151(a)–(b)

Eligibility and Duties of a Surrogate Parent

A surrogate parent appointed by a school district may not be an employee of TEA, the school district, or any other agency involved in the education or care of the child; or have any interest that conflicts with the interests of the child.

A surrogate parent appointed by a district must:

1. Be willing to serve in that capacity;

2. Exercise independent judgment in pursuing the child's interests;

3. Ensure that the child's due process rights under applicable state and federal laws are not violated;

4. Complete a training program that complies with minimum standards established by agency rule within the time specified in Education Code 29.015(b);

5. Visit the child and the school where the child is enrolled;
6. Review the child's educational records;
7. Consult with any person involved in the child's education, including the child's:
    a. Teachers;
    b. Caseworkers;
    c. Court-appointed volunteers;
    d. Guardian ad litem;
    e. Attorney ad litem;
    f. Foster parent; and
    g. Caregiver; and
8. Attend meetings of the child's ARD committee.

The district may appoint a person who has been appointed to serve as a child's guardian ad litem or as a court-certified volunteer advocate, as provided under Section 107.031(c), Family Code, as the child's surrogate parent.

Education Code 29.0151(c)–(d); 19 TAC 89.1047

Notice of Appointment

As soon as practicable after appointing a surrogate parent, a district shall provide written notice of the appointment to the child's educational decision-maker and caseworker as required under Education Code 25.007(b)(10)(H) [see FFC]. *Education Code 29.0151(e-1)*

Failure to Properly Perform

If a court appoints a surrogate parent for a child with a disability under Family Code 263.0025, and the school district determines that the surrogate parent is not properly performing the duties, the district shall consult with DFPS regarding whether another person should be appointed to serve as the surrogate parent for the child. *Education Code 29.0151(f); 19 TAC 89.1047*

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Compensatory Education Allotment

Census Block

On a schedule determined by the commissioner of education and in accordance with Education Code 48.104, each district shall report to the agency the census block group in which each student enrolled in the district who is educationally disadvantaged resides. *Education Code 48.104(i)*

Use

At least 55 percent of the district's compensatory education funds must be used to:

1. Fund supplemental programs and services, including services provided by an instructional coach, designed to eliminate any disparity in performance on assessment instruments administered under Education Code Chapter 39, Subchapter B or disparity in the rates of high school completion between:
    a. Students who are educationally disadvantaged and students who are not educationally disadvantaged; and
    b. Students at risk of dropping out of school, as defined below, and all other students; or
2. Support a program eligible under Title I of the Elementary and Secondary Education Act of 1965 [see AID], and its subsequent amendments, and by federal regulations implementing that Act.

Education Code 48.104(k)

Dropout Prevention Strategies

A district with a high dropout rate, as determined by the commissioner, shall submit a plan to the commissioner describing the manner in which the district intends to use its compensatory education allotment for developing and implementing research-based strategies for dropout prevention.

A district shall submit the plan not later than December 1 of each school year preceding the school year in which the district will receive the compensatory education allotment to which the plan applies.

A district may not spend or obligate more than 25 percent of the district's compensatory education allotment unless the commissioner approves the plan.

A district's plan shall:

1. Design a dropout recovery plan that includes career and technology education courses or technology applications courses that lead to industry or career certification;

2. Integrate into the dropout recovery plan research-based strategies to assist students in becoming able academically to pursue postsecondary education, including:

    a. High-quality, college readiness instruction with strong academic and social supports;

    b. Secondary to postsecondary bridging that builds college readiness skills, provides a plan for college completion, and ensures transition counseling; and

    c. Information concerning appropriate supports available in the first year of postsecondary enrollment to ensure postsecondary persistence and success, to the extent funds are available for the purpose; and

3. Plan to offer advanced academic and transition opportunities, including dual credit courses and college preparatory courses, such as advanced placement courses.

A district may enter into a partnership with a public junior college in accordance with Education Code 29.402 [see GNC] in order to fulfill a plan.

Any program designed to fulfill a plan must comply with the requirements of Education Code 29.081(e) and (f).

Education Code 29.918

Reporting

A district shall report financial information relating to expenditure of the state compensatory education allotment under the Foundation School Program to the Texas Education Agency (TEA), according to standards for financial accounting provided in 19 Administrative Code 109.41 (relating to *Financial Accountability System Resource Guide*). Costs charged to state compensatory education shall be for programs and services that supplement the regular education program. *19 TAC 109.25(a)*

A district shall ensure that supplemental direct costs and personnel attributed to compensatory education and accelerated instruction are identified in district and/or campus improvement plans at the summary level for financial units or campuses. A district shall maintain documentation that supports the attribution of supplemental costs and personnel to compensatory education. A district must also maintain sufficient documentation supporting the appropriate identification of students in at-risk situations, under criteria established in Education Code 29.081 [see Definition of At-Risk Student, below]. *19 TAC 109.25(b)*

Educationally Disadvantaged Students

Student Eligibility

To be considered educationally disadvantaged in order to be counted to generate the compensatory education allotment pursuant to Education Code 48.104, a student must meet the income requirements for eligibility under the National School Lunch Program (NSLP), authorized by 42 U.S.C. 1751, et seq.

Districts may use the following approved methods for the purpose of receiving the compensatory education allotment pursuant to Education Code 48.104:

1. Parent certification, where the parent or guardian asserts meeting the income requirements for eligibility;
2. Direct certification, where the process by which eligible children are certified for free meals without the need for a household application based on household participation in one or more federal assistance programs; or
3. Direct verification, where public records are used to verify a student's eligibility for free or reduced-price meals when verification of student eligibility is required.

19 TAC 61.1027(a)

Virtual School Network

Districts must request prior approval from the commissioner to claim students receiving a full-time virtual education through the state virtual school network in their counts of educationally disadvantaged students. The request must include a plan detailing the enhanced services to be delivered to full-time state virtual school network students and submitted in a manner and with a deadline specified by the commissioner. *19 TAC 61.1027(b)(3)(B)*

Definition of At-Risk Student

“Student at risk of dropping out of school” includes each student who is under 26 years of age and who:

1. Except as provided by TEA rule or if retained in prekindergarten under Education Code 28.02124 [see EIE], was not advanced from one grade level to the next for one or more school years, unless the student did not advance from prekindergarten or kindergarten to the next grade level only as a result of the request of the student’s parent;
2. If the student is in grades 7–12, did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year, or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;

3. Did not perform satisfactorily on a state assessment instrument and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;

4. If the student is in prekindergarten, kindergarten, or grades 1–3, did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;

5. Is pregnant or is a parent;

6. Has been placed in a DAEP in accordance with Education Code 37.006 during the preceding or current school year;

7. Has been expelled in accordance with Education Code 37.007 during the preceding or current school year;

8. Is currently on parole, probation, deferred prosecution, or other conditional release;

9. Was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;

10. Is an emergent bilingual student, as defined by Section 29.052;

11. Is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;

12. Is homeless [see FD];

13. Resided in the preceding school year or resides in the current school year in a residential placement facility in a district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation;

14. Has been incarcerated, or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Penal Code 1.07; or

15. Is enrolled in a district or a campus that is designated as a dropout recovery school under Education Code 39.0548.

Education Code 29.081(d)(1)

Regardless of the student's age, a student who participates in an adult education program provided under the adult high school charter school program is considered a "student at risk of dropping out of high school." *Education Code 29.081(d)(2)*

Local Eligibility Criteria

In addition to students described above, a student who satisfies local eligibility criteria adopted by a board may receive compensatory education services. The number of students receiving services under local eligibility criteria during a school year may not exceed ten percent of the number of students described above who received services from the district during the preceding school year. *Education Code 29.081(g)*

Designing and Implementing Services

A district shall use student performance data from state basic skills assessment instruments and achievement tests to design and implement appropriate compensatory, intensive, or accelerated instructional services for students in the district's schools that enable the students to perform at grade level at the conclusion of the next regular school term. *Education Code 29.081(a)*

Services After Unsatisfactory Performance on State Assessments

Accelerated Learning Committee

A district shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments [see EKB]:

1. The third grade mathematics or reading assessment;
2. The fifth grade mathematics or reading assessment; or
3. The eighth grade mathematics or reading assessment.

Education Code 28.0211(a)

Composition

The accelerated learning committee shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. The district shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. *Education Code 28.0211(c)*

If a student is changing campuses, the committee must include the receiving principal or designee, the sending principal or designee, the receiving content teacher or designee, and the sending content teacher or designee. *19 TAC 104.1001(e)(1)*

Educational Plan

An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the

conclusion of the school year. The educational plan must be documented in writing, and a copy must be provided to the student's parent or guardian.

During the school year, the student shall be monitored to ensure that the student is progressing in accordance with the educational plan. The district shall administer to the student the assessment instrument for the grade level in which the student is placed at the time the district regularly administers the assessment instruments for that school year.

The board shall adopt a policy consistent with the grievance procedure adopted under Education Code 26.011 [see FNG] to allow a parent to contest the content or implementation of an educational plan.

Education Code 28.0211(f)–(f-3)

Failure in a Subsequent School Year

If a student who fails to perform satisfactorily on the third, fifth, or eighth grade math or reading assessment fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the superintendent, or the superintendent's designee, shall meet with the student's accelerated learning committee to:

1. Identify the reason the student did not perform satisfactorily; and

2. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether the educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student and any additional resources are required for that student.

The superintendent's designee may be an employee of a regional education service center and may not be a person who served on the student's accelerated learning committee.

Education Code 28.0211(f-4)–(f-5)

ARD Determination for Grades 3, 5, and 8

The admission, review, and dismissal (ARD) committee of a student who does not perform satisfactorily on a third, fifth, or eighth grade math or reading assessment must meet to determine the manner in which the student will participate in an accelerated instruction program. *Education Code 28.0211(i)*

Students Who Meet Criteria for the Alternative Assessment

The ARD committee must serve as the accelerated learning committee for students who meet the criteria for participation in alternative assessment instruments under Education Code 39.023(b) [see EKB], who do not perform satisfactorily on a mathematics or reading assessment instrument in grade 3, 5, or 8. The ARD committee must determine the manner in which the student will participate in supplemental accelerated instruction; however, the requirements for supplemental accelerated instruction described by 19 Administrative Code 104.1001(b) do not apply.

ARD Committee Responsibilities

In serving as the accelerated learning committee for a student served by special education, the ARD committee must meet and develop a plan [see Education Plan, above] to determine the manner in which the student will participate in supplemental accelerated instruction, and this meeting must include the required members of a properly constituted ARD committee [see EHBAB].

When the ARD committee for a student served by special education serves as the accelerated learning committee, efforts must be taken to ensure parental participation as specified within the requirements of 19 Administrative Code 89.1050(d) and 34 Code of Federal Regulations 300.322 [see EHBAB].

The ARD committee, serving as the accelerated learning committee, must document decisions regarding supplemental accelerated instruction in writing and a copy must be provided to the student's parent or guardian. This documentation may either be included in ARD deliberations or as a supplemental attachment to the student's individualized education program.

Dispute Resolution

A parent or guardian of a student served by special education may use a dispute resolution mechanism specified in 19 Administrative Code 89.1150 [see EHBAE] to resolve any dispute between the parent and a public education agency relating to the identification, evaluation, or educational placement of or the provision of a free appropriate public education (FAPE) to a student with a disability. If a parent or guardian of a student served by special education does not agree with the decision of the ARD committee serving as the accelerated learning committee regarding supplemental accelerated instruction, the parent or guardian may follow the district grievance policy [see FNG].

19 TAC 104.1001(f)

Parent Request

Each district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment to make a request for district consideration that the student be assigned to a particular classroom teacher in the applicable subject area for the

subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5); 19 TAC 104.1001(g)*

Classroom Assignment

A student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily on the applicable assessment instrument to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.

In a manner consistent with federal law and notwithstanding any other law, the commissioner may waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher on the request of a district.

Education Code 28.0211(n)–(n-1)

Accelerated Instruction

Each time a student fails to perform satisfactorily on a state assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade [see EKB], the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or

2. Provide the student supplemental instruction under Education Code 28.0211(a-4) [see below].

Education Code 28.0211(a-1)

Participation Requirements

Supplemental accelerated instruction may require a student to participate before or after normal school hours and may include participation at times of the year outside normal school operations. *19 TAC 104.1001(c)*

In providing accelerated instruction, a district may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:

1. Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 [see EHA series] for the grade level in which the student is enrolled; or

2. Recess or other physical activity that is available to other students enrolled in the same grade level.

Education Code 28.0211(a-3)

The foundation curriculum includes English language arts, mathematics, science, and social studies. Courses in the enrichment curriculum include languages other than English; health, with emphasis on physical health, proper nutrition, and exercise; mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision making; suicide prevention; physical education; fine arts; career and technical education; technology applications; religious literature; and personal financial literacy.

In the event that a school week is three or less instructional days, the school is exempt from meeting the requirement of meeting once per week for supplemental accelerated instruction. [See Supplemental Instruction Requirements for Certain Funding, item 3, below.]

19 TAC 104.1001(c)

ARD Committee Determination

For a student served by special education who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) [see EKB], the student's admission, review, and dismissal (ARD) committee must determine the manner in which the student will engage in supplemental accelerated instruction. ARD committees must consider the individual needs of a student with a disability when determining the manner in which supplemental accelerated instruction is to be provided to the student. If supplemental accelerated instruction is to be provided to the student, the supplemental accelerated instruction must meet the requirements outlined in this subsection unless the ARD committee specifically determines that some or all of the requirements for supplemental accelerated instruction would deny the student access to a FAPE. *19 TAC 104.1001(b)(3)*

Supplemental Instruction Requirements for Certain Funding

If a district receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue Plan Act of 2021 (Pub. L. No. 117-2), then supplemental instruction provided by a district must:

1. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;

2. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;

3. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;

4. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;

5. Include effective instructional materials designed for supplemental instruction;

6. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;

7. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of the district; and

8. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.

Education Code 28.0211(a-4)

General Accelerated Instruction Requirements

Supplemental accelerated instruction shall be based on, but not limited to, targeted instruction in the essential knowledge and skills for the applicable grade levels and subject areas and be provided by a person with training in the applicable instructional materials for the supplemental accelerated instruction and under the oversight of the school district. Supplemental accelerated instruction shall be provided as outlined in items 2–5 and 8 (above), to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group. *19 TAC 104.1001(d)*

Transportation

A district shall provide students required to attend the accelerated programs described above with transportation to those programs if the programs occur outside of regular school hours. *Education Code 28.0211(j)*

Notice to Parents of Performance and Accelerated Instruction

Whenever a district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, the district shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian’s native language. *Education Code 28.0211(h)*

Assessments Not Required

Education Code 28.0211 does not require the administration of a fifth or eighth grade assessment instrument in a subject under Education Code 39.023(a) to a student enrolled in the fifth or eighth grade, as applicable, if the student:

1. Is enrolled in a course in the subject intended for students above the student's grade level and will be administered an assessment instrument adopted or developed under Education Code 39.023(a) [see EKB] that aligns with the curriculum for the course in which the student is enrolled; or

2. Is enrolled in a course in the subject for which the student will receive high school academic credit and will be administered an end-of-course assessment instrument [see EKB] for the course.

Notwithstanding any other provision of Education Code 28.0211, the student may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student, nor may a student in grade 5 or grade 8 be denied promotion to the next grade on the basis of failure to perform satisfactorily on a reading or mathematics assessment instrument intended for use above the student's grade level.

Education Code 28.0211(o)–(p)

Accelerated Instruction After EOC Assessments

A district shall provide accelerated instruction to an enrolled student who has taken an end-of-course (EOC) assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school.

A district shall offer before the next scheduled administration of the assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation.

A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE]

A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results.

Education Code 29.081(b), (b-1), (b-2), (b-3), 39.025(b-1)

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(c), the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area.

Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations and must comply with the requirements for accelerated instruction provided under Education Code 28.0211 [see above].

Education Code 28.0217

Effectiveness

A district shall evaluate and document the effectiveness of the accelerated instruction in reducing any disparity in performance on state assessment instruments or disparity in the rates of high school completion between students at risk of dropping out of school and all other district students. *Education Code 29.081(c)*

No Available Test Score

The superintendent of each district shall establish procedures to ensure that each eligible student who is absent or does not receive a test score for any test administration shall receive appropriate supplemental accelerated instruction as warranted on an individual student basis.*19 TAC 104.1001(b)(4)*

Dropout Recovery Education Programs

A district may use a private or public community-based dropout recovery education program to provide alternative education programs for students at risk of dropping out of school. The program may be offered at a campus or through the use of an online program that leads to a high school diploma and prepares the student to enter the workforce. A campus-based dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-1)(1)–(5). An online dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-2)(1)–(8).

Students in attendance at a dropout recovery education program shall be included in a district's average daily attendance for funding purposes.

Education Code 29.081(e)–(f)

Communities in Schools

An elementary or secondary school receiving funding under Education Code 33.156 shall participate in the Communities in Schools (CIS) program if the number of students enrolled in the school who are at risk of dropping out of school is equal to at least ten percent of the number of students in average daily attendance at the school, as determined by TEA. *Education Code 33.157*

Optional Extended Year Program

A district may set aside an amount from the district's compensatory education allotment or may apply to the agency for funding of an extended year program. *Education Code 29.082(a); 19 TAC 105.1001*

Optional Flexible Year Program

A district may provide an optional flexible year program (OFYP) for students who did not or are not likely to perform successfully on state assessment instruments or who would not otherwise be promoted to the next grade level. *Education Code 29.0821; 19 TAC 129.1029*

Optional Flexible School Day Program

Notwithstanding Education Code 25.081 or 25.082, a district may apply to the commissioner to provide a flexible school day program (OFSDP) for students who:

1. Have dropped out of school or are at risk of dropping out of school as defined by Education Code 29.081;
2. Attend a campus that is implementing an innovative redesign of the campus or an early college high school under a plan approved by the commissioner; or
3. As a result of attendance requirements under Education Code 25.092, will be denied credit for one or more classes in which the students have been enrolled.

Education Code 29.0822

A district may apply to the commissioner to provide an OFSDP for students, in accordance with 19 Administrative Code 129.1027.

A board must approve the application. The board must include the OFSDP as an item on the regular agenda for a board meeting in compliance with 19 Administrative Code 129.1027(h)(2) before applying to operate an OFSDP. The application shall include the information described in 19 Administrative Code 129.1027.

19 TAC 129.1027(c)

Tutorial Services

A district may provide tutorial services at district schools. If a district provides tutorial services, it shall require a student whose grade in a subject for a reporting period is lower than the equivalent of 70 on a scale of 100 to attend tutorials. [See EC for provisions on loss of class time.]

A district may provide transportation services to accommodate students who are required to attend tutorials and who are eligible for regular transportation.

Education Code 29.084

Basic Skills Programs

A district may apply to the commissioner for funding of basic skills programs for students in grade 9 who are at risk of not earning sufficient credit or who have not earned sufficient credit to advance to grade 10 and who fail to meet minimum skills levels established by the commissioner.

With the consent of a student's parent or guardian, a district may assign a student to the basic skills program.

A basic skills program may not exceed 210 instructional days and must meet the requirements set forth at Education Code 29.086.

Education Code 29.086(a)

After-School and Summer Intensive Mathematics and Science Programs

A district may provide an intensive after-school program or an intensive program during the period that school is recessed for the summer to provide mathematics and science instruction to:

1. Students who are not performing at grade level in mathematics or science to assist those students in performing at grade level;
2. Students who are not performing successfully in a mathematics course or science course to assist those students in successfully completing the course; or
3. Other students as determined by the district.

Before providing a program, a board must adopt a policy for:

1. Determining student eligibility for participating in the program that:
    a. Prescribes the grade level or course a student must be enrolled in to be eligible; and
    b. Provides for considering teacher recommendations in determining eligibility;
2. Ensuring that parents of or persons standing in parental relation to eligible students are provided notice of the program;
3. Ensuring that eligible students are encouraged to attend the program;
4. Ensuring that the program is offered at one or more locations in the district that are easily accessible to eligible students; and
5. Measuring student progress on completion of the program.

Education Code 29.088, .090; 19 TAC 102.1041

Mentoring Services Program

A district may provide a mentoring services program to students at risk of dropping out of school. A board may arrange for any public or nonprofit community-based organization to come to the district's schools and implement the program.

A board shall obtain the consent of a student's parent or guardian before allowing the student to participate in the program.

Education Code 29.089

Accelerated Reading Instruction Program

A district shall implement an accelerated reading instruction program that provides reading instruction that addresses reading deficiencies to each student in kindergarten, first grade, or second grade who is determined, on the basis of reading instrument results [see EKC], to be at risk for dyslexia or other reading difficulties. The district shall determine the form, content, and timing of the program.

A district shall provide additional reading instruction and intervention to each student given the seventh grade reading assessment [see EKC], as appropriate to improve the student's reading skills in the relevant areas identified through the assessment instrument.

Education Code 28.006(g), (g-1)

Intensive Program of Instruction

State Assessments

A district shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district.

The program shall be designed to:

1. Enable the student to:
    a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or
    b. Attain a standard of annual growth specified by a district and reported by the district to TEA; and
2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Students Receiving Special Education Services

For a student in a special education program who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a), (b), or (c), the student's admission, review, and dismissal committee shall design the program to:

1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program (IEP); and
2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Graduation Requirements	A district shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.
No Cause of Action	A district's determination of the appropriateness of an intensive program of instruction for a student is final and does not create a cause of action. *Education Code 28.0213*
College Preparatory Courses	Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed: 1. For students at the 12th grade level whose performance on: a. An end-of-course assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334 [Texas Success Initiative (TSI) assessment] indicates that the student is not ready to perform entry-level college coursework; and 2. To prepare students for success in entry-level college courses. A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through an institution of higher education with which the district partners.
Faculty	Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.
Notice	Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.
Credit Earned	A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025

	after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).
Dual Credit	A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.
Instructional Materials	Each district, in consultation with each institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices. *Education Code 28.014*
End-of-Course Exam	A student enrolled in a college preparatory mathematics or English language arts course under Education Code 28.014 who satisfies the TSI college readiness benchmarks on an assessment instrument administered at the end of the course satisfies the requirements concerning and is exempt from the administration of the Algebra I or the English I and English II end-of-course assessment instruments, as applicable, as prescribed by Education Code 39.023(c) [see EKB], even if the student did not perform satisfactorily on a previous administration of the applicable end-of-course assessment instrument. A student who fails to perform satisfactorily on the assessment instrument may retake that assessment instrument or may take the appropriate end-of-course assessment instrument. *Education Code 39.025(a-1)*

Student Advancement

A student may be promoted only on the basis of academic achievement or demonstrated proficiency of the subject matter of the course or grade level. [See EI]

In determining promotion, a district shall consider:

1. The recommendation of the student's teacher;
2. The student's grade in each subject or course;
3. The student's score on an assessment instrument administered under Education Code 39.023(a), (b), or (l), to the extent applicable; and
4. Any other necessary academic information, as determined by the district.

Education Code 28.021(a), (c)

Advancement Requirements

By the start of the school year, a district shall make public the requirements for student advancement under Education Code 28.021. *Education Code 28.021(d)*

Retention After Assessment

A district is not precluded from retaining, in accordance with state law or board policy, a student who performs satisfactorily on a grade advancement test. *Education Code 28.0211(g)*

Parental Option to Retain

A parent or guardian may elect for a student to:

1. Repeat prekindergarten;
2. Enroll in prekindergarten, if the student would have been eligible to enroll in prekindergarten during the previous school year under Education Code 29.153(b) [see EHBG] and the student has not yet enrolled in kindergarten;
3. Repeat kindergarten;
4. Enroll in kindergarten, if the student would have been eligible to enroll in kindergarten in the previous school year and has not yet enrolled in first grade; or
5. For grades 1 through 3, repeat the grade in which the student was enrolled during the previous school year.

An election made by a parent or guardian shall be made in writing to a district.

Retention Committee

If a district disagrees with the election, the district must convene a retention committee and meet with the parent or guardian to discuss retention. The meeting shall be conducted in person unless an alternative means is agreeable to the parent or guardian. A student may not be retained for a grade or retake a course under this

provision if the parent or guardian does not meet with the retention committee.

A retention committee shall be composed of:

1. The principal or the principal's designee;
2. The student's parent or guardian;
3. The teacher who taught the grade or course for which the parent wants the student retained or repeated; and
4. Additional teachers at the discretion of the principal, if the student will potentially repeat multiple courses.

A retention committee shall:

1. Discuss the merits of and concerns with advancement and retention; and
2. Review and consider the student's grade in each subject or course, the results of any formative or summative assessments administered to the student, and any other available academic information to determine the student's academic readiness for the next grade or a given course.

If established, after the parent or guardian has participated in a retention committee meeting, the parent or guardian shall decide whether the student should be retained or retake a grade or course. The district must abide by the decision of the parent or guardian.

Retention Considerations

Except as provided by this provision or other law, retention of a student pursuant to a parent's or guardian's election under this provision shall be considered the same as retention of a student by a district.

Transfer of Rights

The rights of a parent or guardian under this provision transfer to a student if the student is 18 years of age or older or has had the disabilities of a minor removed, unless the student is under a form of guardianship imposed by law or court order that continues after the student turns 18 years of age.

Education Code 28.02124

Students with Dyslexia

In measuring the academic achievement or proficiency of a student who has dyslexia, the student's potential for achievement or proficiency in the area must be considered. *Education Code 28.021(b)* [See policies at EHB, EKB, and FB]

Optional Extended-Year Program

An optional extended year program may extend the day, the week, or the year to provide additional support and instruction for eligible

students. The program shall be conducted beyond the required instructional days, which may include intercessions for year-round programs. *19 TAC 105.1001(b)*

A student is eligible for services in accordance with Education Code 29.082(a)(1)–(2). A student who does not demonstrate proficiency in a subject area as determined by the district is also eligible for services. *19 TAC 105.1001(c); Education Code 29.082(a)(1)–(2)*

A student who attends at least 90 percent of the extended-year program days and who satisfies the requirements for promotion (academic achievement or demonstrated proficiency of the subject matter of the course or grade level) shall be promoted to the next grade level at the beginning of the next school year. However, if the student's parent presents a written request to the school principal asking that the student not be promoted, the principal shall hold a formal meeting with the parent, the teacher, and the school counselor, as soon as practicable after receiving such a request. During the meeting, the principal, teacher, or school counselor shall explain the possible effects of not promoting a student. If the parent withdraws the request after the meeting, the student shall be promoted, and the district shall continue to use innovative practices to ensure that the student is successful in school in succeeding school years.

If a district provides an extended-year program, it shall adopt a policy designed to lead to immediate reduction and ultimate elimination of student retention.

Education Code 29.082(e)–(f) [See EHBC]

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High School Diploma

A student may graduate and receive a diploma only if the student:

1. Successfully completes the curriculum requirements identified by the State Board of Education (SBOE) [see State Graduation Requirements, below], has performed satisfactorily on applicable state assessments [see EKB], and complies with the financial aid application requirements in Education Code 28.0256 [see below]; or

2. Successfully completes an individualized education program (IEP) developed under Education Code 29.005. [See EHBAB]

Education Code 28.025(c)

Note: Education Code 28.0256 applies beginning with students enrolled at the 12th grade level during the 2021–22 school year.

FAFSA Required

Before graduating from high school, each student must complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), except as provided below.

A student is not required to comply with the above provision if:

1. The student's parent or other person standing in parental relation submits a signed form indicating that the parent or other person authorizes the student to decline to complete and submit the financial aid application;

2. The student signs and submits the form described above on the student's own behalf if the student is 18 years of age or older or the student's disabilities of minority have been removed for general purposes under Family Code Chapter 31; or

3. A school counselor authorizes the student to decline to complete and submit the financial aid application for good cause, as determined by the school counselor.

If a school counselor notifies a district whether a student has complied with this section for purposes of determining whether the student meets high school graduation requirements under Education Code 28.025, the school counselor may only indicate whether the student has complied with this section and may not indicate the manner in which the student complied, except as necessary for the district to comply with the commissioner’s rules.

A school counselor may not indicate that a student has not complied with this section if the district fails to provide the required form

to the student or the student's parent or other person standing in parental relation to the student.

Education Code 28.0256; 19 TAC 74.11(b)

Opt-Out Form

The board shall adopt the standard opt-out form provided by the Texas Education Agency (TEA).

The opt-out form shall be available in English, Spanish, and any other language spoken by a majority of the students enrolled in a bilingual education or special language program in the district. A district is responsible for translations not provided by TEA.

The opt-out form must include the student's signature of intent to decline to complete a financial aid application prior to the student's anticipated graduation date.

19 TAC 74.1023(c)

Notification

A district shall provide students with the notifications regarding the financial aid application requirement, in accordance with 19 Administrative Code 74.1023(d).

Proof of Submission

A district shall require one of the following methods of proof that a student has completed and submitted the FAFSA or TASFA.

For completion and submission of the FAFSA:

1. ApplyTexas Counselor Suite FAFSA data;
2. Notification from the U.S. Department of Education that demonstrates a student has completed and submitted a FAFSA; or
3. A local policy developed by a district for the method by which a student must provide proof that the student has completed a FAFSA.

A district shall develop a local policy for the method by which a student must provide proof that the student has completed a TASFA.

19 TAC 74.1023(e)

Information Submission and Confidentiality

A district shall report through the Texas Student Data System Public Education Information Management System (TSDS PEIMS) not later than December 1 of each school year for students awarded diplomas in the previous school year the number of students who completed and submitted a financial aid application and the number of students who submitted an exception.

A district shall maintain student financial aid application information securely and ensure compliance with federal law regarding the

confidentiality of student educational information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), and any state law relating to the privacy of student information [see FL].

19 TAC 74.1023(f)–(g)

Individual Graduation Committee

A student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258 or 19 Administrative Code 74.1025. A student's admission, review, and dismissal (ARD) committee determines whether a student is required to achieve satisfactory performance on an end-of-course (EOC) assessment to graduate. *19 TAC 74.1025(n)* [See EHBAB]

For each 11th or 12th grade student who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate as a result of an IGC decision before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
    a. The student's parent or person standing in parental relation to the student;
    b. A designated advocate if the parent is unable to serve; or
    c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)–(c), (c-2); 19 TAC 74.1025(b)

A district may not establish an initial IGC for eligible students after June 10 or before the start of the next school year. Once the IGC has been established, it is the original IGC for that student.

If a student leaves a district after an original IGC has been established and before that original IGC awards a high school diploma to the student, any other district that later enrolls the student shall request information from the student's original IGC of record and shall implement the original IGC recommendations to the extent possible.

Alternate Members

In the event that the teacher identified in item 2 above is unavailable, the principal shall designate as an alternate member of the committee a teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is most familiar with the student's performance in that subject area.

In the event that the individual identified above in item 3 above is unavailable, the principal shall designate as an alternate member of the committee an experienced teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is familiar with the content of and instructional practices for the applicable course.

In the event that the student's parent or person standing in parental relation to the student is unavailable to participate in the IGC, the principal shall designate an advocate with knowledge of the student to serve as an alternate member of the committee.

19 TAC 74.1025(c), (e), (g)–(i)

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

Curriculum Requirements

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

Additional Requirements to Graduate

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

Emergent Bilingual Students

For provisions related to an IGC and emergent bilingual students, see EKBA.

Students Who Entered Grade 9 Before the 2011–12 School Year

In accordance with Education Code 28.02541, a district may award a high school diploma to an individual who:

1. Entered grade 9 before the 2011–12 school year;
2. Successfully completed the curriculum requirements for high school graduation applicable when the individual entered grade 9;
3. Has not performed satisfactorily on the exit-level assessment instrument or part of an assessment instrument required for high school graduation, including an alternative assessment instrument offered under Education Code 39.025(c-2);
4. Has been administered at least three times the required subject-area test(s) for which the individual has not performed satisfactorily on the exit-level assessment instrument applicable to the individual when the individual entered grade 9; and

5. Meets the alternative requirements for graduation in accordance with 19 Administrative Code 74.1027(c) or the local alternative requirements approved by the board in accordance with 19 Administrative Code 74.1027(d).

19 TAC 74.1027(a); Education Code 28.02541

District Determination — The district in which the individual is enrolled or was last enrolled shall determine whether the individual may qualify to graduate and receive a high school diploma on the basis of the alternative requirements for graduation. *19 TAC 74.1027(b)*

Alternative Requirements — The alternative requirements for graduation are listed at 19 Administrative Code 74.1027(c).

Local Alternative Requirements — With approval by the board, a district may develop recommendations for local alternative requirements if the requirements would allow an individual to demonstrate proficiency in the content related to an examination for which the individual has not performed satisfactorily. *19 TAC 74.1027(d)*

Appeals — A decision regarding whether the individual qualifies to graduate and receive a high school diploma is final and may not be appealed. *19 TAC 74.1027(e); Education Code 28.02541*

Documentation — The district shall maintain documentation to support the decision to award or not award an individual a high school diploma. *19 TAC 74.1027(f)*

Special Education — A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. *19 TAC 101.3023(a)* [See Graduation of Students Receiving Special Education Services, below, and EKB]

Posthumous Diploma — Beginning with students who would have graduated at the end of the 2019–20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may not be issued before the graduation date of the class in which the student was enrolled at the time of death.

Exception — A district is not required to issue a posthumous diploma if the student was convicted of a felony offense under Penal Code Title 5 or

6 or adjudicated as having engaged in conduct constituting a felony offense under Penal Code Title 5 or 6.

Education Code 28.0254

Diplomas for Veterans

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

Education Code 28.0251

Texas First Early High School Completion Program

A district may issue a high school diploma to a student under the Texas First Early High School Completion Program if, using the standards established by TEA and the Texas Higher Education Coordinating Board and eligible institutions of higher education, the student demonstrates mastery of and early readiness for college in each of the subject areas described by the standards and in a language other than English, notwithstanding any other local or state requirements.

A student who earns a high school diploma through the program is considered to have earned a distinguished level of achievement.

Notice Upon Enrollment

On a student's initial enrollment in high school in a grade level below grade 12 in a district, the district shall provide to the student and the student's parent or guardian information regarding the requirements to earn a high school diploma under the Texas First Early High School Completion Program and the Texas First Scholarship Program.

Education Code 28.0253(e)–(g); 19 TAC 21.52(a)

The notice must include information about the requirement that a student must provide an official copy of their assessment results

and transcripts, as applicable, to receive credit for the assessments and credits required to receive early graduation from the program. *19 TAC 21.54*

Personal Graduation Plan

Junior High or Middle School PGP

A principal of a junior high or middle school shall designate a school counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for each student enrolled in the junior high or middle school who:

1. Does not perform satisfactorily on a state assessment instrument; or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade level 9, as determined by a district.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC];
4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

Education Code 28.0212

Students Receiving Special Education Services

For a student receiving special education services, the student's ARD committee and the district are responsible for developing the student's PGP.

A student's IEP developed under Education Code 29.005 may be used as the student's PGP.

Education Code 28.0212(c); 19 TAC 89.1050(a) [See EHBAB]

High School PGP

A principal of a high school shall designate a school counselor or school administrator to review PGP options with each student entering grade 9 together with that student's parent or guardian. The

PGP options reviewed must include the distinguished level of achievement and endorsements.

Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student that identifies a course of study that:

1. Promotes college and workforce readiness and career placement and advancement; and
2. Facilitates the student's transition from secondary to postsecondary education.

A district may not prevent a student and the student's parent or guardian from confirming a PGP that includes pursuit of a distinguished level of achievement or an endorsement.

A student may amend the student's PGP after the initial confirmation of the plan. If a student amends the student's PGP, the school must send written notice to the student's parents regarding the change.

TEA must make available to a district information that explains the advantages of the distinguished level of achievement described by Education Code 28.025(b-15) and each endorsement described by Education Code 28.025(c-1). A district, in turn, shall publish the information from TEA on the internet website of the district and ensure that the information is available to students in grades nine and above and the parents or legal guardians of those students in the language in which the parents or legal guardians are most proficient.

A district is required to provide this information in the language in which the parents or legal guardians are most proficient only if at least 20 students in a grade level primarily speak that language.

Education Code 28.02121

Early Graduation

A parent is entitled to request, with the expectation that the request will not be unreasonably denied, that the parent's child be permitted to graduate from high school earlier than the child would normally graduate, if the child completes each course required for graduation. The decision of a board concerning the request is final and may not be appealed. *Education Code 26.003(a)(3)(C), (b)*
[See FMH, FNG]

State Graduation Requirements

Note: For current state graduation requirements, including those for students who entered grade 9 before the 2007–08 school year but that are not otherwise referenced in this policy, see Education Code 28.025 and 19 Administrative Code Chapter 74.

Students Entering Grade 9

To receive a high school diploma, a student entering grade 9 in the 2014–15 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 [see Foundation High School Program, below];
2. Testing requirements for graduation under 19 Administrative Code Chapter 101 [see EKB]; and
3. Demonstrated proficiency, in grade 8 or higher, as determined by the district, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement.

Education Code 28.025(c); 19 TAC 74.11(a), (d)

Foundation High School Program

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts — 4 credits;
2. Mathematics — 3 credits;
3. Science — 3 credits;
4. Social Studies — 3 credits;
5. Languages other than English — 2 credits;
6. Physical Education — 1 credit;
7. Fine Arts — 1 credit; and

8. Elective courses — 5 credits.

19 TAC 74.12(a)–(b)

Endorsements

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. *19 TAC 74.13(a)*

A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;
3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

A district must make at least one endorsement available to students. A district that offers only one endorsement curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

A district shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

A district may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110–117, 127, and 130 are followed.

Education Code 28.025; 19 TAC 74.13

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate under the foundation high school program without earning an endorsement.

19 TAC 74.11(e)

Distinguished Level of Achievement

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(f)*

Algebra II Notification

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);

2. The student has demonstrated equivalent knowledge as determined by the district; or

3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(j)–(k)

Dual Credit Courses

Courses offered for dual credit at or in conjunction with an institution of higher education (IHE) that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(i)*

Core Curriculum College Courses

A district shall permit a student to comply with the curriculum requirements under the foundation high school program by successfully completing appropriate courses in the core curriculum of an IHE. A student who has completed the core curriculum of an IHE in accordance with Education Code 61.822, as certified by the IHE in accordance with Education Code 4.28:

1. Is considered to have earned an endorsement by successfully completing the appropriate courses for that endorsement;

2. Is considered to have earned a distinguished level of achievement under the foundation high school program; and

3. Is entitled to receive a high school diploma.

19 TAC 74.11(o)

Languages Other Than English

Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

A student who successfully completes a course in American Sign Language while in elementary school may satisfy one credit of the

two credits required in a language other than English. *19 TAC 74.12(b)(5)(G)*

Physical Education Substitutions

Other Physical Activity

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner of education for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities permitted by local district policy must include at least 100 minutes of moderate to vigorous physical activity per five-day school week.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies, or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Education Code 28.025(b-10)–(b-11); 19 TAC 74.12(b)(6)

Community-Based Fine Arts Programs

In accordance with local district policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by the school district in which the student is enrolled.

In accordance with local policy, credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. The district must apply to the commissioner for approval of the community-based fine arts program;
2. The board must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code Chapter 117, Subchapter C;

3. The district must document student completion of the approved activity;

4. The program must be organized and monitored by appropriately trained instructors;

5. The fine arts program may be provided on or off a school campus and outside the regular school day; and

6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

The district shall require that instructors of the community-based fine arts program provide the district, at its request, the information necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code Chapter 153, Subchapter DD, if the community-based program is offered on campus.

Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030

Performance Acknowledgments

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student's transcript for:

1. Outstanding performance:

    a. In a dual credit course;

    b. In bilingualism and biliteracy;

    c. On a College Board advanced placement test or international baccalaureate examination;

    d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student's progress toward readiness for college and the workplace; or

    e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or

2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

Education Code 28.025(c-5); 19 TAC 74.14

Students Who Entered Grade 9 Before the 2014–15 School Year

All credit for graduation must be earned no later than grade 12. *19 TAC 74.61(b), .71(b)*

Minimum High School Program

A student entering grade 9 prior to the 2014–15 school year who does not choose to complete the curriculum requirements for high school graduation under the foundation high school program must enroll in the courses necessary to complete the curriculum requirements for the Recommended High School Program or the Advanced/Distinguished Achievement High School Program, unless the student, the student's parent or other person standing in parental relation to the student, and a school counselor or school administrator agree in writing signed by each party that the student should be permitted to take courses under the Minimum High School Program, and the student:

1. Is at least 16 years of age;
2. Has completed two credits required for graduation in each subject of the foundation curriculum under Education Code 28.002(a)(1); or
3. Has failed to be promoted to the tenth grade one or more times as determined by the school district.

Students with Disabilities

If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.

Applicability

A student who was permitted to take courses under the Minimum High School Program prior to the 2009–10 school year may remain in the Minimum High School Program.

19 TAC 74.61(c), (d), .71(c), (d)

Requirements

A student must earn at least 22 credits to complete the Minimum High School Program.

A student who entered grade 9 in the 2012–13 or 2013–14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.

A student who enters grade 9 before the 2012–13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D–F.

Education Code 28.025; 19 TAC 74.62, .72

Recommended High School Program

A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Recommended High School Program. A student must demonstrate proficiency in

the program requirements listed at 19 Administrative Code 74.73. *Education Code 28.025; 19 TAC 74.63, .73*

Advanced / Distinguished Achievement High School Program

A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. *Education Code 28.025; 19 TAC 74.64, .74*

Substitutions

No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. *19 TAC 74.63(d), .64(e), .73(d), .74(e)*

AP or IB Courses

College Board advanced placement and international baccalaureate courses may be substituted for required courses in appropriate areas. These courses may be used as electives in all three high school graduation programs. *19 TAC 74.61(k), .71(i)*

Reading

A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:

1. Adopts policies to identify students in need of additional reading instruction;
2. Has procedures that include assessment of individual student needs and ongoing evaluation of each student's progress; and
3. Monitors instructional activities to ensure that student needs are addressed.

Reading credits may be selected from Reading I, II, or III.

19 TAC 74.61(h), .71(f)

College Courses

A student may comply with the curriculum requirements under the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program for each subject of the foundation curriculum and for languages other than English by successfully completing appropriate courses in the core curriculum of an IHE. *19 TAC 74.61(l), .71(j)*

Physical Education Substitutions

Other Physical Activity

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. JROTC; and

3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:

    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.

    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;

2. Marching band; and

3. Cheerleading.

Restrictions

All substitution activities must include at least 100 minutes per five-day school week of moderate to vigorous physical activity.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, or social studies for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;

2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or

3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Student with Physical Limitations

If a student entering grade 9 during the 2007–08 school year or thereafter is unable to comply with all of the requirements for a physical education course due to a physical limitation certified by a licensed medical practitioner, a modification to a physical education course does not prohibit the student from earning a Recommended or Advanced/Distinguished High School Program diploma. A student with a physical limitation must still demonstrate proficiency in the relevant knowledge and skills in a physical education course that do not require physical activity.

Education Code 28.025(b-10)–(b-11); 19 TAC 74.62(b)(7), .63(b)(7), .64(b)(7), .72(b)(6), .73(b)(6), .74(b)(6)

Transfers from Out-of-State or Nonpublic Schools

Out-of-state or out-of-country transfer students (including foreign exchange students) and transfer students from Texas nonpublic schools are eligible to receive Texas diplomas but shall complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspondence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. *19 TAC 74.11(g)* [See EHDB, EHDC, EHDE, and EI]

Graduation of Students Receiving Special Education Services

Modified Curriculum and Content

Modified curriculum and modified content refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110–117, 126–128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. *19 TAC 89.1070(k)*

Employability and Self-Help Skills

Employability and self-help skills are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. *19 TAC 89.1070(i)*

Summary of Academic Achievement and Evaluation

All students graduating must be provided with a summary of academic achievement and functional performance as described in 34 C.F.R. 300.305(e)(3). This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1) (evaluation to determine that the child is no longer a child with a disability), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C). Students who participate in graduation ceremonies but who are not graduating under subsections (b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C) and who will remain in school to complete their education do not have to be evaluated. *19 TAC 89.1070(g)–(h)*

Students Entering Grade 9 in or After the 2014–15 School Year

A student entering grade 9 in the 2014–15 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments.

2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education but the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation.

3. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments,

unless the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:

a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district.

b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the local school district.

c. The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.

d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 2 or 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (j)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

1. Successfully completing, with or without modification of the curriculum:

   a. The curriculum requirements identified by the SBOE for the foundation high school program; and

   b. The additional endorsement curriculum requirements prescribed by the SBOE; and

2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:

   a. Without modification of the curriculum; or

   b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)–(c-8), 19 TAC 89.1070(c)

Students Entering Grade 9 Before the 2014–15 School Year

A student receiving special education services who entered grade 9 before the 2014–15 school year may graduate and be awarded a high school diploma under the foundation high school program in accordance with 19 Administrative Code 89.1070.

Graduation of Military Dependents

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

Course Waiver

Transfers During Senior Year

Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Substitute Passing Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the tenth-grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII, A, C [See FDD]

Graduation of Student Who Is Homeless or in Conservatorship of DFPS

If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

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State Assessment of Academic Skills

Every student receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code Chapter 39, Subchapter B [see Testing in Grades 3–8, below]. *Education Code 39.023(a), (c), (f); 19 TAC 101.5*

A student may not receive a high school diploma until the student has performed satisfactorily on end-of-course (EOC) assessment instruments [see End-of-Course Assessments, below]. *Education Code 39.025(a); 19 TAC 101.4001*

Emergent Bilingual Students

In grades 3–12, an emergent bilingual student, as defined by Education Code Chapter 29, Subchapter B, shall participate in the state assessment in accordance with commissioner rules at 19 Administrative Code Chapter 101, Subchapter AA. *Education Code 39.023(l), (m)* [See EKBA]

Special Education

The Texas Education Agency (TEA) shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's admission, review, and dismissal (ARD) committee, including assessment instruments approved by the commissioner of education that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Education Code 39.023(b)–(c), .025(a-4)

Military Dependents

If the student is a military dependent, the district shall incorporate procedures to accept:

1. Exit or EOC exams required for graduation from the sending state;

2. National norm-referenced achievement tests; or

3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated by the receiving state for a military dependent transferring in his or her senior year, then Education Code 162.002 article VII, section C, shall apply.

Substitute Passing Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for achieving a score on an assessment instrument otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the grade 10 level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII [See EIF]

Administration

A district shall follow the test administration procedures established by TEA in the applicable test administration materials. A superintendent shall be responsible for administering tests. *19 TAC 101.25, .27*

Schedule

The commissioner shall specify the schedule for testing that is in compliance with Education Code 39.023(c-3) and supports reliable and valid assessments. Participation in University Interscholastic League (UIL) area, regional, or state competitions is prohibited on any days on which testing is scheduled between Monday and Thursday of the school week in which the primary administration of assessment instruments occurs.

The commissioner may provide alternate dates for the administration of tests required for a high school diploma to students who are migratory children and who are out of the state.

19 TAC 101.25

On request by a district, the commissioner may allow the district to administer an assessment instrument on the first instructional day

of a week if administering the assessment instrument on another instructional day would result in a significant administrative burden due to specific local conditions. *Education Code 39.023(c-3)*

Alternate Test Dates

The commissioner shall consider requests from districts or campuses for alternate test dates on a case-by-case basis. Alternate test dates will only be allowed if the campus or district is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may affect a district's or campus's ability to administer an assessment or the students' performance on the assessment.

"Exceptional circumstances" include:

1. Inclement weather or natural disasters that would cause a district or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the commissioner may prohibit a district or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of the district, campus, and students.

19 TAC 101.5003

Test Administration Training

The commissioner may require training for district employees involved in the administration of the assessment instruments. The commissioner may only require for the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1)–(b-2)*

Notice to Parents and Students

A superintendent shall be responsible for the following in order to provide timely and full notification of graduation requirements:

1. Notifying each student and his or her parent or guardian in writing no later than the beginning of the student's seventh-grade year of the testing requirements for graduation;
2. Notifying each student in grades 7–12 new to the district and his or her parent or guardian in writing of the testing requirements for graduation; and
3. Notifying each student who shall take the tests required for graduation and his or her parent or guardian, as well as out-of-school individuals, of the dates, times, and locations of testing.

19 TAC 101.3012

Testing in Grades 3–8

Except as provided below, all students, other than students who are assessed under Education Code 39.023(b) (alternative assessment instrument) or 39.023(l) (emergent bilingual students) or exempted under Education Code 39.027, shall be assessed in:

1. Mathematics, annually in grades 3–8;
2. Reading, annually in grades 3–8;
3. Social studies in grade 8;
4. Science in grades 5 and 8; and
5. Any other subject and grade required by federal law.

Education Code 39.023(a)

Exception

For purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student's enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or
2. Is enrolled in a course for high school credit in a subject intended for students above the student's enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

For purposes of federal accountability, a grade 3–8 student who is accelerated in mathematics, reading/language arts, or science and on schedule to complete the high school end-of-course assessments in that same content area prior to high school shall be assessed at least once in high school with the ACT or the SAT.

A student is only eligible to take an assessment instrument intended for use above the student's enrolled grade if the student is on schedule to complete instruction in the entire curriculum for that subject during the semester the assessment is administered.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student.

Education Code 28.0211(o)–(p), 39.023(a-2); 19 TAC 101.3011(a)(1)–(4)

Kindergarten Assessment

An assessment instrument under Education Code 39.023 may not be administered to a kindergarten student except for the purpose of determining whether the student is entitled to the benefit of the Foundation School Program [see FD]. *Education Code 39.023(a-16)*

Prekindergarten Assessment

Performance on an assessment instrument administered to students in prekindergarten may not be considered for any purpose related to Education Code Chapters 39 and 39A. *Education Code 39.0237*

Accommodations

Testing accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding testing accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible testing accommodations shall be described in the appropriate test administration materials.

The committee established by a board to determine the placement of students with dyslexia or related disorders shall determine whether any allowable modification is necessary in administering an assessment to such a student.

A student's ARD committee shall determine the allowable accommodations and shall document them in the student's individualized education program (IEP). [See Special Education, above]

19 TAC 101.3013; Education Code 39.023(a)–(c), (n); 34 C.F.R. 300.320(a)(6)

End-of-Course Assessments

Beginning with students first enrolled in grade 9 in the 2011–12 school year, a student enrolled in a course for which an EOC assessment exists as required by Education 39.023(c) shall take the appropriate assessment. *19 TAC 101.3021(a)*

TEA shall adopt EOC assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United

States history. The Algebra I EOC assessment instrument must be administered with the aid of technology, but may include one or more parts that prohibit the use of technology. The English I and English II EOC assessment instruments must each assess essential knowledge and skills in both reading and writing and must provide a single score. A district shall comply with State Board of Education rules regarding administration of the assessment instruments listed in this provision.

If a student is in a special education program, the student's ARD committee shall determine whether any allowable modification is necessary in administering to the student an assessment instrument required under this provision.

Education Code 39.023(c)

Students Enrolled Below High School Level

Beginning in the 2011–12 school year, a student in grade 8 or lower who takes a high school course for credit is required to take the applicable EOC assessment. The EOC assessment result shall be applied toward the student's assessment graduation requirements, as specified in 19 Administrative Code 101.3022. *19 TAC 101.3021(d)*

Assessment Requirements for Graduation

A student must meet satisfactory performance on an EOC assessment listed in Education Code 39.023(c) in order to be eligible to receive a Texas diploma, except as described below at Exceptions, Credits Earned Prior to Enrollment, Individual Graduation Committee, and Special Education.

The standard in place when a student first takes an EOC assessment is the standard that will be maintained throughout the student's school career.

Exceptions

English I or English II

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course's assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

Exceptions related to English I also apply to emergent bilingual students who meet the criteria in 19 Administrative Code 101.1007. [See EKBA]

19 TAC 101.3022(a)–(c)

Credits Earned Prior to Enrollment

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school district and the credit has been accepted by a Texas public school district, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011–12 spring administration, the student is not required to take the corresponding EOC assessment. *19 TAC 101.3021(e)*

Substitute Assessments

The commissioner adopts certain assessments as substitute assessments that a student may use in place of a corresponding EOC assessment to meet the student's assessment graduation requirements. A satisfactory score on an approved assessment may be used in place of only one specific EOC assessment, except as provided by 19 Administrative Code 101.4002(d)(1) (student who qualifies for use of the Texas Success Initiative (TSI) as a substitute assessment and is enrolled in certain college preparatory courses).

A student at any grade level is eligible to use a substitute assessment as provided in the commissioner's chart at 19 Administrative Code 101.4002(b) if the student:

1. Was administered an approved substitute assessment for an equivalent course in which the student was enrolled;
2. Received a satisfactory score on the substitute assessment as determined by the commissioner and provided in the chart at 19 Administrative Code 101.4002(b); and
3. Using a Texas Success Initiative Assessment (TSIA) or a Texas Success Initiative Assessment, Version 2.0 (TSIA2) also meets the additional criteria of 19 Administrative Code 101.4002(d).

TSI Additional Criteria

A student must meet the criteria established in 19 Administrative Code 101.4002(d) in order to qualify to use TSIA or TSIA2 as a substitute assessment.

Accountability Testing

A student electing to substitute an assessment for graduation purposes must still take the corresponding EOC assessment required under Education Code 39.023(c) at least once for accountability purposes. If a student sits for an EOC assessment, a district may not void or invalidate the test in lieu of a substitute assessment.

A student who fails to perform satisfactorily on a PSAT, PLAN, or Aspire test (or any versions of these tests) as indicated in the chart in 19 Administrative Code 101.4003(b) must take the appropriate EOC assessment required under Education Code 39.023(c). However, a student who does not receive a passing score on the EOC assessment and retakes a PSAT, PLAN, or Aspire test (or any versions of these tests) is eligible to meet the requirements specified in 19 Administrative Code 101.4002(c).

19 TAC 101.4002

Verification of Results

An eligible student is responsible for providing a district an official copy of the student's scores from the substitute assessment.

Upon receipt of official results of an approved substitute assessment, a district must:

1. Verify the student's score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the commissioner.

19 TAC 101.4005

Satisfactory Performance

A student is required to achieve a scale score that indicates satisfactory performance, as determined by the commissioner on each EOC assessment instrument administered to the student. *Education Code 39.025(a)*

Individual Graduation Committee

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (IGC). [See EIF] *Education Code 28.0258, 39.025(a-5)*

A student may not graduate under an IGC if the student did not take each required EOC assessment or an approved substitute assessment for each course in which the student was enrolled in a Texas public school for which there is an EOC assessment. A district shall determine whether the student took each required EOC assessment or an approved substitute assessment. For purposes of this provision only, a student who does not make an attempt to take all required EOC assessments may not qualify to graduate by means of an individual graduation committee.

Notwithstanding any action taken by a student's individual graduation committee, a district must provide a student an opportunity to retake an EOC assessment under Education Code 39.023(c) if the student has not previously achieved satisfactory performance on

an assessment for that course. A student is not required to retake a course in order to be administered a retest of an EOC assessment.

19 TAC 101.3022(e)(1), (3)

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 Administrative Code 89.1070 (Graduation Requirements) and 19 Administrative Code 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate. [See EIF]

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment while enrolled in a special education program is not required to retake and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any remaining EOC assessments that the student is required to take. If the student fails to achieve satisfactory performance on no more than two of the remaining EOC assessments, the student is eligible for IGC review under Education Code 28.0258 and is subject to the IGC provisions above. [See Individual Graduation Committee, above]

19 TAC 101.3022(f)

For more information on graduation requirements for special education students, see EIF.

Credit by Examination

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 Administrative Code 74.24. [See EHDB, EHDC] *19 TAC 101.3021(c)*

Additional State Assessments

TEA may adopt EOC assessment instruments for courses not listed in statute, as described above. A student's performance on these EOC assessment instruments is not subject to the performance requirements established for the statutory assessments. *Education Code 39.023(c-2)*

Retakes

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. [See Satisfactory Performance, above]

A student is not required to retake a course as a condition of retaking an EOC assessment instrument.

If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to retake the assessment if the student is required to retake the course.

Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d)

Reporting Results

To the Public

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of a board, after receipt from TEA. The information shall not contain the names of individual students or teachers. *Education Code 39.030(b)*

To the Board

A superintendent shall accurately report all test results with appropriate interpretations to a board according to the schedule in the applicable test administration materials.

To Parents, Students, and Teachers

A district shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated at Confidentiality of Results, below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or charter school or private school. The scoring contractor will provide districts with the results of the machine-scorable assessments within a 21-day period following the close of the testing window. Upon receipt of the assessment results from the test contractor, a district shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year. [See BQ series, FD, and FL]

19 TAC 101.3014(a)–(d)

TEA shall adopt a series of questions to be included in an EOC assessment instrument administered under Education Code 39.023(c) to be used for purposes of identifying students who are likely to succeed in an advanced high school course. A district shall notify a student who performs at a high level on the questions and the student's parent or guardian of the student's performance and potential to succeed in an advanced high school course. A district may not require a student to perform at a particular level on the

questions to be eligible to enroll in an advanced high school course. *Education Code 39.0233(b)*

Parents Right-to-Know Under ESEA

As a condition of receiving assistance under Title I, Part A of the Elementary and Secondary Education Act (ESEA) (20 U.S.C. 6301 et seq.), a district shall provide to each individual parent of a child who is a student in such school, with respect to such student information on the level of achievement and academic growth of the student, if applicable and available, on each of the state academic assessments required under Part A. *20 U.S.C. 6312(e)(1)(B)(i)*

Parental Access

A parent is entitled to access to a copy of each state assessment instrument administered to the parent's child. This right of access does not apply, however, to those instruments or particular questions that are being field-tested by TEA. *Education Code 26.005, .006(a)(2), 39.023(e)*

Out-of-State Transfers

A district shall accurately report to TEA whether that student transferred into the district from out of state during the current school year.

Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. A district shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to districts from the results of the district's other students in addition to the current reporting of assessment results for all students and other student subsets.

19 TAC 101.3014(e)

Accelerated Instruction

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) in the third, fourth, fifth, sixth, seventh, or eighth grade, the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction under Education Code 28.0211(a-4). [See EHBC]

Education Code 28.0211(a-1)

A district shall provide each student who fails to perform satisfactorily on an EOC assessment instrument with accelerated instruction under Education Code 28.0217 in the subject assessed by the assessment instrument. *Education Code 39.025(b-1)* [See EHBC]

College Readiness

Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:

1. For students at the grade 12 level whose performance on:
    a. An EOC assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or
    b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334(a) indicates that the student is not ready to perform entry-level college coursework; and
2. To prepare students for success in entry-level college courses.

A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through the institution of higher education with which the district partners.

Faculty

Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

Notice

Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.

Credit Earned

A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).

Dual Credit

A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.

Instructional Materials

Each district, in consultation with the institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.

Education Code 28.014

Security and Confidentiality

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

Districts and campuses and the superintendent and campus principals in each district and campus shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as the district becomes aware of any alleged or suspected violation of the security or confidential integrity of a test [see Violations, below];
3. Report all confirmed testing violations to TEA within ten working days of the district becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure test materials are district employees who have:
    a. Met the requirements to participate in the student assessment program;
    b. Received training in test security and test administration procedures; and
    c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties that may result from a violation of test security and confidentiality or a departure from test administration procedures; and
5. Ensure the security of the test materials as required by 19 Administrative Code 101.3031(a)(2)(E).

19 TAC 101.3031(a)(1)–(2)

Violations

Violations of the security and confidential integrity of a test include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;
4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;
7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in the above conduct or in any other serious violation of security and confidentiality under this provision;
13. Failing to implement sufficient procedures to prevent student cheating; and
14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

Consequences

If a district determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, the district shall invalidate the student's test results.

Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Educator Certification (SBEC) for sanctions in accordance with 19 Administrative Code Chapter 247 (Educators' Code of Ethics) and Chapter 249 (Disciplinary Proceedings, Sanctions, and Contested Cases); and
3. Lowering the district's accreditation status or a district's or campus's accountability rating in accordance with Education Code 39.003(d), or appointment of a monitor, conservator, or management team to the district in accordance with Education Code Chapter 39A.

Test Administration Procedures

Test administration procedures shall be delineated in the test administration materials provided to districts annually. Districts must comply with all of the applicable requirements specified in the test administration materials.

Districts shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

Records Retention

As part of test administration procedures, the commissioner shall require districts to maintain records related to the security of assessment instruments for five years.

19 TAC 101.3031(a)(3)–(d)

Disciplinary Action and Penalties

SBEC may take disciplinary action against a person who has violated the security or integrity of any assessment required by Education Code Chapter 39, Subchapter B or has committed an act that is a departure from the test administration procedures established by the commissioner under 19 Administrative Code Chapter 101.

The superintendent and campus principal must develop procedures to ensure the security and confidentiality of the tests and will be responsible for notifying TEA in writing of conduct that violates the security or confidentiality of a test. Failure to report can subject the person responsible to the applicable penalties.

19 TAC 249.15(a)–(b), (g)(8)

Minimize Disruptions

In implementing the commissioner’s procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, a district shall minimize disruptions to

school operations and the classroom environment. *Education Code 39.0301(a-1)*

Confidentiality of Results

Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974. *Education Code 39.030(b)* [See FL and GBA]

Note: The terms English language learner, English learner, limited English proficient student, and emergent bilingual student are used interchangeably.

Language Proficiency Assessment Committee (LPAC)

The language proficiency assessment committee (LPAC) [see EHBE] shall select the appropriate assessment option for English language learners, as defined by Education Code Chapter 29, Subchapter B, as a student of limited English proficiency (LEP), in accordance with 19 Administrative Code 101.1005. The LPAC assessment decisions must be made on an individual student basis in accordance with administrative procedures established by the Texas Education Agency (TEA).

Documentation

The LPAC shall document in the student's permanent record file:

1. The decisions and justifications related to English language proficiency assessments under 19 Administrative Code 101.1003;
2. The decisions and justifications related to selecting the appropriate assessment option under 19 Administrative Code 101.1005; and
3. In conjunction with the admission, review, and dismissal (ARD) committee, the need for allowable testing accommodations under 19 Administrative Code 101.1003 and .1005.

19 TAC 101.1003(b), (c), .1005(a), (c)

Definitions

"Recent unschooled immigrant" means an immigrant who initially enrolled in a school in the United States not more than 12 months before the date of the administration of an assessment and who, as a result of inadequate schooling outside of the United States, lacks the necessary foundation in the essential knowledge and skills of the curriculum determined by the LPAC. *Education Code 39.027(g)*

"Unschooled asylee or refugee" means a student who:

1. Initially enrolled in a school in the United States as:
   a. An asylee as defined by 45 C.F.R. 400.41; or
   b. A refugee as defined by 8 U.S.C. 1101;
2. Has a visa issued by the U.S. Department of State with a Form I-94 Arrival/Departure record, or a successor document, issued by the U.S. Citizenship and Immigration Services that is stamped with "Asylee," "Refugee," or "Asylum"; and

3. As a result of inadequate schooling outside of the United States, lacks the necessary foundation in the essential knowledge and skills of the curriculum prescribed under Education Code 28.002, as determined by the LPAC established under Education Code 29.063.

Education Code 39.027(a-1); 19 TAC 101.1005(c)

"Inadequate schooling outside the United States" is defined as little or no formal schooling outside the United States such that the asylee or refugee lacks basic literacy in his or her primary language upon enrollment in school in the United States. *19 TAC 101.1005(d)*

English Language Proficiency Tests

In kindergarten through grade 12, an English learner shall be administered state-identified English language proficiency assessments annually in listening, speaking, reading, and writing to fulfill state assessment requirements under Education Code Chapter 39, Subchapter B, [see EKB] and federal requirements. *19 TAC 101.1003(a)*

Limitations on Exemptions

First Year After Enrollment

An emergent bilingual student may be administered an accommodated or alternative assessment instrument or may be granted an exemption from or a postponement of the administration of the state assessment for up to one year after initial enrollment in a school in the United States if the student has not demonstrated proficiency in English as determined by the assessment system developed to evaluate academic progress of an emergent bilingual student. *Education Code 39.027(a)(1)*

Subsequent Years

An emergent bilingual student granted the initial exemption period above may be administered an accommodated or alternative assessment instrument or may be granted an exemption from or a postponement of the administration of the state assessment for up to:

1. An additional two years if the student is a recent unschooled immigrant or is in a grade for which no assessment instrument in the primary language of the student is available; or

2. An additional four years if the student's initial enrollment in a school in the United States was as an unschooled asylee or refugee.

The LPAC must determine that the student lacks the academic language proficiency in English necessary for an assessment in English to measure the student's academic progress in a valid, reliable manner.

Minimum Days for Enrollment

Regardless of the date on which the student initially enrolled in a school in the United States, unless a student is enrolled in a school in the United States for a period of at least 60 consecutive days during a year, the student may not be considered to be enrolled in a school in the United States for that year for the purpose of determining a number of years under Education Code 39.027(a)(1), (2), or (3).

Education Code 39.027(a)(1)–(2), (a-1), (a-2), (g)

Testing in Grades 3–8

An English language learner shall participate in the grades 3–8 assessments and, except as provided below, shall be administered the general form of the English-version state assessment.

Spanish-Version Assessment

A Spanish-speaking English language learner in grades 3–5 may be administered the state's Spanish-version assessment if an assessment in Spanish will provide the most appropriate measure of the student's academic progress.

Linguistically Accommodated Assessments

An English language learner in grade 3 or higher may be administered the linguistically accommodated English version of the state's mathematics, science, or social studies assessment if:

1. A Spanish-version assessment does not exist or is not the most appropriate measure of the student's academic progress;
2. The student has not yet demonstrated English language proficiency in reading as determined by the English language proficiency assessments required above [see English Language Proficiency Tests, above]; and
3. The student has been enrolled in U.S. schools for three school years or less or qualifies as an unschooled asylee or refugee enrolled in U.S. schools for five school years or less [see Definitions, above].

Exemption for Asylee or Refugee

An unschooled asylee or refugee who meets the criteria at Spanish-Version Assessment and Linguistically Accommodated Assessments above shall be granted an exemption from an administration of an assessment instrument under Education Code 39.023(a), (b), or (l). This exemption will only apply during the school year an unschooled asylee or refugee is first enrolled in a U.S. public school.

19 TAC 101.1005(b), (c)

Refusal of Services

An English language learner whose parent or guardian has declined bilingual education/ESL services is not eligible for special assessment, accommodation, or accountability provisions made

available to English language learners on the basis of limited English proficiency. *19 TAC 101.1005(f)*

End-of-Course Assessments

An English language learner shall participate in the end-of-course assessments as required by Education Code 39.023(c) and, except as provided below, shall be administered the general form of the English-version state assessment. *19 TAC 101.1005(b)*

An English language learner shall not be exempt from taking an end-of-course assessment for reasons associated with limited English proficiency or inadequate schooling outside the United States, except as provided below.

Exception

If an English language learner enrolled in English I or English for Speakers of Other Languages I has not yet demonstrated English language proficiency in reading as determined by the English language proficiency assessments required above [see English Language Proficiency Tests, above] and has been enrolled in U.S. schools for three school years or less, or qualifies as an unschooled asylee or refugee enrolled in U.S. schools [see Definitions, above] for five school years or less, then he or she shall not be required to retake the applicable English I assessment in which the student is enrolled each time it is administered if the student passes the course but fails to achieve the passing standard on the assessment [See EKB]

19 TAC 101.1007(a), (b)

Individual Graduation Committees

An emergent bilingual student who qualifies for the English I special exception in 19 Administrative Code 101.1007, above, may graduate without an individual graduation committee (IGC) if the student achieves satisfactory performance on the remaining end-of-course (EOC) assessments that the student is required to take.

The qualifying emergent bilingual student becomes eligible for IGC review by failing to achieve satisfactory performance on the English I EOC assessment and one other EOC assessment or by failing to achieve satisfactory performance on no more than two of the remaining EOC assessments if the student achieved satisfactory performance on the English I EOC assessment.

If a qualifying emergent bilingual student does graduate by means of an IGC, the student is required to complete IGC requirements for each course in which the student did not achieve satisfactory performance on the EOC assessment for that course.

19 TAC 101.3022(e)(2)

Non-LEP Students

School districts may administer the assessment of academic skills in Spanish to a student who is not identified as limited English proficient but who participates in a bilingual program if the LPAC determines the assessment in Spanish to be the most appropriate measure of the student's academic progress. *19 TAC 101.1005(g)*

Special Education

Selecting Assessments

For each English language learner who receives special education services, the student's ARD committee in conjunction with the student's LPAC shall select the appropriate assessments.

The ARD committee shall document the decisions and justifications in the student's individualized education program (IEP).

19 TAC 101.1005(a)

In rare cases, the ARD committee in conjunction with the LPAC may determine that it is not appropriate for an English learner who receives special education services to participate in the general required English language proficiency assessment [see English Language Proficiency Tests, above] for reasons associated with the student's particular disability. Students with the most significant cognitive disabilities who cannot participate in the general English language proficiency assessment, even with allowable accommodations, shall participate in the alternate English language proficiency assessment to meet federal requirements. The ARD committee shall document the decisions and justifications in the student's IEP, and the LPAC shall document the decisions and justifications in the student's permanent record file. *19 TAC 101.1003(b)*

In the case of an English learner who receives special education services, the ARD committee in conjunction with the LPAC shall determine and document the need for allowable testing accommodations in accordance with administrative procedures established by TEA. *19 TAC 101.1003(c)*

Alternative Assessment Instruments

In certain cases, an English learner who receives special education services may, as a result of his or her particular disabling condition, qualify to be administered an alternative assessment instrument based on alternative achievement standards. *19 TAC 101.1005(b)*

An unschooled asylee or refugee who meets these criteria shall be granted an exemption from an administration of an assessment instrument under Education Code 39.023(a), (b), or (l). This exemption will only apply during the school year an unschooled asylee or refugee is first enrolled in a U.S. public school. *19 TAC 101.1005(c)*

Testing Accommodations	The LPAC in conjunction with the ARD committee shall determine and document any allowable testing accommodations for assessments in accordance with administrative procedures established by TEA. *19 TAC 101.1005(e)*

Nondiscrimination

A district shall provide equal opportunities to all individuals within its jurisdiction or geographic boundaries. *Education Code 1.002(a)*

No officer or employee of a district shall, when acting or purporting to act in an official capacity, refuse to permit any student to participate in any school program because of the student's race, religion, color, sex, or national origin. *Civ. Prac. & Rem. Code 106.001*

A district may not deny services to any individual eligible to participate in its special education program, but it shall provide individuals with disabilities special educational services as authorized by law. *Education Code 1.002(b)*

Federal Funding Recipients

No person shall be excluded from participation in, denied the benefits of, or subjected to discrimination by any district that receives federal financial assistance, on the basis of any of the following protected characteristics:

1. Sex.
2. Race, color, or national origin.
3. Disability, or relationship or association with an individual with a disability. [See EHB, EHBA series, and GA]
4. Age.

20 U.S.C. 1681 (Title IX); 42 U.S.C. 2000d (Title VI); 20 U.S.C. 1400 et seq. (Individuals with Disabilities Education Act); 29 U.S.C. 794 (Section 504); 42 U.S.C. 12132 (Americans with Disabilities Act [ADA]); 42 U.S.C. 6101 et. seq. (Age Discrimination Act of 1975)

Sexual Harassment

Sexual harassment of students in an education program or activity is discrimination on the basis of sex under Title IX. *Franklin v. Gwinnett County Schools, 503 U.S. 60 (1992)*

A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX. *34 C.F.R. 106.45(a)*

[See also DIA and FFH]

Grievance Procedures

A district must adopt and publish grievance procedures for prompt and equitable resolution of student complaints alleging any action that would be prohibited by these provisions. *34 C.F.R. 106.8 (Title IX), 104.7(b) (Section 504)* [See FFH]

Retaliation

A district shall not coerce, intimidate, threaten, retaliate or discriminate against, or interfere with any person who attempts to assert a right protected by the above laws or cooperates with investigation

and enforcement proceedings under these laws. *34 C.F.R. 100.7(e) (Title VI), 104.61 (Section 504), 106.71 (Title IX)* [See FFH]

Students with Learning Difficulties

The Texas Education Agency shall produce and provide to school districts a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under Education Code 29.004 or for aids, accommodations, or services under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794). Each school year, a district shall provide the written explanation to a parent of each district student by including the explanation in the student handbook or by another means. *Education Code 26.0081(c)*

Disability Discrimination

ADA

Under the Americans with Disabilities Act (ADA), no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a district, or be subjected to discrimination by the district. *42 U.S.C. 12132; 28 C.F.R. 35.130*

Section 504

Under Section 504 of the Rehabilitation Act, no otherwise qualified individual with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. *29 U.S.C. 794(a)*

Designation of Responsible Employee

A district shall designate at least one employee to coordinate its efforts to comply with Section 504 and the ADA. The district shall make available to all interested individuals the name, office address, and telephone number of the employee(s) so designated. *34 C.F.R. 104.7(a), 28 C.F.R. 35.107*

Definitions

Student with a Disability

A "student with a disability" is one who has a physical or mental impairment that substantially limits one or more of the student's major life activities, has a record of having such an impairment, or is being regarded as having such an impairment.

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures, such as medication, medical supplies, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics, hearing aids, mobility devices, oxygen therapy, assistive technology, or learned behavioral or adaptive neurological modifications.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

A student meets the requirement of being "regarded as" having an impairment if the student establishes that he or she has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. This provision does not apply to impairments that are transitory or minor. A transitory impairment is one with an actual or expected duration of 6 months or less.

29 U.S.C. 705(20)(B), 42 U.S.C. 12102(1), (3)–(4)

Qualified Individual with a Disability — The term "qualified individual with a disability" means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a district. *42 U.S.C. 12131(2)*

Major Life Activities — "Major life activities" include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. "Major life activity" also includes the operation of major bodily functions, including functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. *42 U.S.C. 12102(2)*

Reasonable Modification — A district shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the district can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. *28 C.F.R. 35.130(b)(7)*

Direct Threat — "Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services as provided below. *28 C.F.R. 35.104*

The ADA does not require a district to permit an individual to participate in or benefit from the services, programs, or activities of that district when that individual poses a direct threat to the health or safety of others.

In determining whether an individual poses a direct threat to the health or safety of others, a district must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain:

1. The nature, duration, and severity of the risk;
2. The probability that the potential injury will actually occur; and
3. Whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

28 C.F.R. 35.139

Free Appropriate Public Education (FAPE)

A district shall provide a free appropriate public education to each qualified student with a disability within the district's jurisdiction, regardless of the nature or severity of the student's disability.

A student with a disability is "qualified" if he or she is between the ages of three and 21, inclusive. *20 U.S.C. 1412(a)(1); 34 C.F.R. 104.3(l)(2)*

An appropriate education is the provision of regular or special education and related services that are:

1. Designed to meet the student's individual educational needs as adequately as the needs of students who do not have disabilities are met; and
2. Based on adherence to procedures that satisfy federal requirements for educational setting, evaluation and placement, and procedural safeguards, as set forth below.

34 C.F.R. 104.33(b)

Implementation of an individualized education program (IEP) under IDEA is one means for providing FAPE. *34 C.F.R. 104.33(b)(2)*

Note: See EHBA series for policies regarding the provision of special education to students with disabilities under IDEA who require special education in order to benefit from a free appropriate public education.

Educational Setting

A district shall place a student with a disability in the regular educational environment, unless the district demonstrates that education in the regular environment with the use of supplemental aids and services cannot be achieved satisfactorily. *34 C.F.R. 104.34(a)*

In providing or arranging for nonacademic and extracurricular services and activities, a district shall ensure that a student with a disability participates with students who do not have disabilities to the maximum extent appropriate to the needs of the student with a disability. *34 C.F.R. 104.34(b), 104.37*

Evaluation and Placement

A district shall conduct an evaluation of any person who, because of disability, needs or is believed to need special education or related services before taking any action with respect to the initial placement of the person in regular or special education and any subsequent significant change in placement.

Evaluation Procedures

A district shall establish standards and procedures for the evaluation and placement which ensure that:

1. Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer;
2. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
3. Tests are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

Placement Procedures

In interpreting evaluation data and in making placement decisions, a district shall:

1. Draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social and cultural background, and adaptive behavior;
2. Establish procedures to ensure that information obtained from all such sources is documented and carefully considered;
3. Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and

4. Ensure that the placement decision is made in conformity with 34 C.F.R. 104.34.

Reevaluation

A district shall establish procedures for periodic reevaluation of students who have been provided special education and related services. A reevaluation procedure consistent with the Education for the Handicapped Act [now IDEA] is one means of meeting this requirement.

34 C.F.R. 104.35

Military Dependents

In compliance with the requirements of Section 504, and with Title II of the Americans with Disabilities Act (42 U.S.C. Sections 12131–12165), the district shall make reasonable accommodations and modifications to address the needs of incoming military dependents with disabilities, subject to an existing Section 504 or Title II Plan, to provide the student with equal access to education. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, § C* [See FDD]

Procedural Safeguards

A district shall establish a system of procedural safeguards with respect to the identification, evaluation, and educational placement of persons who need or are believed to need special instruction or related services.

The system shall include notice, an opportunity for the student's parent or guardian to examine relevant records, an impartial hearing with the opportunity for participation by the student's parents or guardian and representation by counsel, and a review procedure. Compliance with the procedural safeguards of IDEA is one means of meeting this requirement. *34 C.F.R. 104.36*

Children Who Are Homeless

A district shall adopt policies and practices to ensure that homeless children are not stigmatized or segregated on the basis of their homeless status. [See FDC]

Liaison

A district shall designate an appropriate staff person, able to carry out the required duties, as the district liaison for homeless children. A district shall inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children, and homeless children of the duties of the liaison. [See FFC]

42 U.S.C. 11432(g)(1)(J)(i), (ii), (g)(6)(B)

Religious Freedom

A district may not substantially burden a student's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering

	that interest. *Civ. Prac. & Rem. Code 110.003* [See also DAA and GA]
Adverse Action Prohibited	Notwithstanding any other law, a district may not take any adverse action against any person based wholly or partly on the person's membership in, affiliation with, or contribution, donation, or other support provided to a religious organization. *Gov't Code 2400.002* [See GA]
Discrimination on the Basis of Sex	
Title IX	No person in the United States shall, on the basis of sex, be excluded from participation in, denied the benefits of, or be subjected to discrimination by any district receiving federal financial assistance. *20 U.S.C. 1681(a)* [See FFH for information regarding Title IX coordinator designation, policy notification, and complaint procedures.]
	A district shall not provide any course or otherwise carry out any of its educational programs or activities separately on the basis of sex, or require or refuse participation therein on the basis of sex, including health, physical education, industrial, business, vocational, technical, home economics, music, and adult education courses. *34 C.F.R. 106.34* [See FFH for information on sexual harassment that may constitute discrimination on the basis of sex under Title IX.]
Separate Facilities	A district may provide separate toilet, locker room, and shower facilities on the basis of sex, but the facilities provided for one sex shall be comparable to the facilities provided for the other sex. *34 C.F.R. 106.33*
Human Sexuality Classes	Portions of classes in elementary and secondary school that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
Vocal Music Activities	A district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex. *34 C.F.R. 106.34*
Single-Sex Programs	A district shall not, on the basis of sex, exclude any student from admission to an institution of vocational education or any other school or educational unit operated by the district. *34 C.F.R. 106.35*
Pregnancy and Marital Status	A recipient shall not apply any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. *34 C.F.R. 106.40* [See FND]

Physical Education Classes

A district may group students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

Skills Assessment

Where use of a single standard of measuring skill or progress in physical education classes has an adverse effect on members of one sex, a district shall use appropriate standards that do not have such effect.

Contact Sports

A district may separate students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

34 C.F.R. 106.34, .43

Athletic Programs

A district shall not discriminate, on the basis of sex, in interscholastic or intramural athletics or provide any such athletics separately on such basis.

Single-Sex Teams

A district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport. However, where a recipient operates or sponsors a team in a particular sport for members of one sex but not for members of the other sex, and athletic opportunities for members of that sex have previously been limited, members of the excluded sex must be allowed to try-out for the team offered unless the sport involved is a contact sport.

Equal Athletic Opportunities

A district that operates or sponsors interscholastic or intramural athletics shall provide equal athletic opportunity for members of both sexes. The following factors shall be considered in determining whether a district provides equal athletic opportunities:

1. Whether the selection of sports and levels of competition effectively accommodate the interests and abilities of members of both sexes;
2. Provision of equipment and supplies;
3. Scheduling of games and practice time;
4. Travel and per diem allowance;
5. Opportunity to receive coaching and academic tutoring;
6. Assignment and compensation of coaches and tutors;
7. Provision of locker rooms and practice and competitive facilities;
8. Provision of medical and training facilities and services;

9. Provision of housing and dining facilities and services; and

10. Publicity.

34 C.F.R. 106.41

Wellness Policy

Each district must establish a local school wellness policy for all schools participating in the National School Lunch Program and/or School Breakfast program under the jurisdiction of the district. The local school wellness policy is a written plan that includes methods to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal standards. *7 C.F.R. 210.31(a)*

School Day

"School day" means the period from the midnight before, to 30 minutes after the end of the official school day. *7 C.F.R. 210.11(a)(5)*

School Campus

"School campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day. *7 C.F.R. 210.11(a)(4)*

Contents

At a minimum, a local school wellness policy must contain:

1. Specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing these goals, a district must review and consider evidence-based strategies and techniques;
2. Standards for all foods and beverages provided, but not sold, to students during the school day on each participating school campus under the jurisdiction of the district;
3. Standards and nutrition guidelines for all foods and beverages sold to students during the school day on each participating school campus under the jurisdiction of the district that:
    a. Are consistent with applicable requirements set forth in 7 C.F.R. 210.10 (meal requirements for lunches and after-school snacks) and 220.8 (meal requirements for breakfasts);
    b. Are consistent with the nutrition standards set forth under 7 C.F.R. 210.11 (competitive food service and standards);
    c. Permit marketing on the school campus during the school day of only those foods and beverages that meet the nutrition standards under 7 C.F.R. 210.11; and
    d. Promote student health and reduce childhood obesity;
4. Identification of the position of the district or school official(s) responsible for the implementation and oversight of the local

school wellness policy to ensure each school's compliance with the policy;

5. A description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy; and

6. A description of the plan for measuring the implementation of the local school wellness policy, and for reporting local school wellness policy content and implementation issues to the public as required below.

Public Involvement and Notification

A district must:

1. Permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the local school wellness policy.

2. Inform the public about the content and implementation of the local school wellness policy, and make the policy and any updates available to the public annually.

3. Inform the public about progress toward meeting the goals of the local school wellness policy and compliance with the local school wellness policy by making the triennial assessment, as required at item 2 under Implementation Assessments and Updates below, available to the public in an accessible and easily understood manner.

Implementation Assessments and Updates

A district must:

1. Designate one or more district or school officials to ensure that each participating school complies with the local school wellness policy.

2. At least once every three years, assess schools' compliance with the local school wellness policy, and make assessment results available to the public. The assessment must measure the implementation of the local school wellness policy, and include:

a. The extent to which schools under the jurisdiction of the district are in compliance with the local school wellness policy;

b. The extent to which the district's local school wellness policy compares to model local school wellness policies; and

c. A description of the progress made in attaining the goals of the local school wellness policy.

3. Make appropriate updates or modifications to the local school wellness policy, based on the triennial assessment.

Recordkeeping

A district must retain records to document compliance with the requirements of this policy. These records include, but are not limited to:

1. The written local school wellness policy;

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public as required at Implementation Assessments and Updates above; and

3. Documentation of the triennial assessment of the local school wellness policy for each school under its jurisdiction.

Healthy, Hunger-Free Kids Act of 2010, Pub. L. No. 111-296, sec. 204, 124 Stat. 3183 (2010) [42 U.S.C. 1758b]; 7 C.F.R. 210.31(c)–(f)

[See CO for requirements relating to food services management, EHAA for state law requirements relating to health education, and FJ for requirements relating to food and beverage fundraisers.]

Change in Health Services

Before a district or a school may expand or change the health-care services available at a school in the district from those that were available on January 1, 1999, the board must:

1. Hold a public hearing at which the board provides an opportunity for public comment and discloses all information on the proposed health-care services, including:

a. All health-care services to be provided;

b. Whether federal law permits or requires any health-care service provided to be kept confidential from parents;

c. Whether a child's medical records will be accessible to the parent;

d. Information concerning grant funds to be used;

e. The titles of persons who will have access to the medical records of a student; and

f. The security measures that will be used to protect the privacy of students' medical records.

2. Approve the expansion or change by a record vote.

Education Code 38.012

[For information regarding school-based health centers, see FFAE.]

School-Based Health Centers

A district may, if it identifies the need, design a model for the delivery of cooperative health-care programs for students and their families and may compete for grants to provide such programs. The model program may provide for delivery of conventional health services and disease prevention of emerging health threats that are specific to a district.

On the recommendation of an advisory council [see Advisory Council, below] or on the initiative of the board, a district may establish a school-based health center at one or more campuses to meet the health-care needs of students and their families. A district may contract with a person to provide services at a school-based health center.

Education Code 38.051

Programs Goals

All health-care programs should be designed to meet the following goals:

1. Reducing student absenteeism;
2. Increasing a student's ability to meet the student's academic potential; and
3. Stabilizing the physical well-being of a student.

Education Code 38.063(c)

Consent Required

A school-based health center may provide services to a student only if a district or the provider with whom a district contracts obtains the written consent of the student's parent or guardian or another person having legal control of the student. The student's parent or guardian or another person having legal control of the student may give consent to receive ongoing services or may limit consent to one or more services provided on a single occasion. The consent form must list every service the center delivers in a format that complies with all applicable state and federal laws and allows a person to consent to one or more categories of services. *Education Code 38.053*

Permissible Services

The permissible categories of services are:

1. Family and home support;
2. Physical health care, including immunizations;
3. Dental health care;
4. Health education;
5. Preventive health strategies;

6. Treatment for mental health conditions [see FFEB]; and

7. Treatment for substance abuse.

Education Code 38.054

Services Not Permitted

Reproductive services, counseling, or referrals may not be provided through a school-based health center using grant funds awarded under Education Code Chapter 38, Subchapter B. Any service provided using grant funds must be provided by an appropriate professional who is properly licensed, certified, or otherwise authorized under state law to provide the service. *Education Code 38.055–.056*

The staff of a school-based health center and the person who consents to treatment shall jointly identify any health-related concerns of a student that may be interfering with the student's well-being or ability to succeed in school.

If it is determined that a student is in need of a referral for physical health services or mental health services, the staff of the center shall notify the person whose consent is required under Education Code 38.053 verbally and in writing of the basis for the referral. The referral may not be provided unless the person provides written consent for the type of service to be provided and provides specific written consent for each treatment occasion or for a course of treatment that includes multiple treatment occasions of the same type of service.

Education Code 38.057

Advisory Council

A board may establish and appoint members to a local health education and health-care advisory council to make recommendations on the establishment of school-based health centers and to assist a district in ensuring that local community values are reflected in the operation of each center and in the provision of health education.

A majority of the members must be parents of students enrolled in the district. In addition to the appointees who are parents, a board shall also appoint at least one classroom teacher, one administrator, one school counselor, one licensed health-care professional licensed or certified to practice in this state, one member of the clergy, one person from law enforcement, one member of the business community, one senior citizen, and one student.

Education Code 38.058

A district may seek assistance in establishing and operating a school-based health center from any public agency in the community. *Education Code 38.059*

If a district is located in a county with a population not greater than 50,000 or that has been designated under state or federal law as a health professional shortage area, a medically underserved area, or a medically underserved community, the district and advisory council shall make a good-faith effort to identify and coordinate with existing providers.

The district shall keep a record of efforts made to coordinate with existing providers.

Education Code 38.060

Primary Care Physician

If a person receiving a medical service from a school-based health center has a primary care physician, the staff of the center shall provide notice of the service to that physician. Before delivering service to a person with a primary care physician under the state Medicaid program, a state children's health plan program, or a private health insurance or health benefit plan, the staff of the center shall notify that physician to share medical information and obtain authorization for delivering the medical service. *Education Code 38.061*

Funding

A district shall comply with the funding requirements and limitations set out in Education Code 38.062–.063 and with rules adopted by the commissioner of state health services. *Education Code 38.062–.063*

Standards for State-Funded Centers

If a district receives a grant from the Texas Department of State Health Services (TDSHS) to assist with the costs of operating school-based health centers, it must comply with TDSHS standards for funded centers. *25 TAC 37.531, .538*

Note: For information regarding the expansion or change to the health-care services available at a school in the district from those that were available on January 1, 1999, see FFA.

Policy and Program to Address Sexual Abuse, Trafficking, and Maltreatment

A district shall provide child abuse antivictimization programs in elementary and secondary schools. *Education Code 38.004*

A district shall adopt and implement a policy addressing sexual abuse, sex trafficking, and other maltreatment of children, to be included in the district improvement plan [see BQ] and any information handbook provided to students and parents. *Education Code 38.0041(a)*

The policy included in any informational handbook provided to students and parents must address the following:

1. Methods for increasing staff, student, and parent awareness of issues regarding sexual abuse, trafficking, and other forms of maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Actions a child who is a victim of sexual abuse, trafficking, or other maltreatment should take to obtain assistance and intervention; and
3. Available counseling options for students affected by sexual abuse, trafficking, or other maltreatment.

19 TAC 61.1051(b)(3)

Definitions

Child Abuse or Neglect — The definition of child abuse or neglect includes the trafficking of a child in accordance with Education Code 38.004.

Other Maltreatment — This term has the meaning assigned by Human Resources Code 42.002.

Trafficking of a Child — This term has the meaning assigned by Penal Code 20A.02(a)(5), (6), (7), or (8).

19 TAC 61.1051(a)

Duty to Report

Report by Any Person — Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

Report by Any Professional — Any professional who has reasonable cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first has reasonable cause to believe that the child has been or may be abused or neglected or is the victim of an offense of indecency with a child.

A professional may not delegate to or rely on another person to make the report.

A "professional" is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, juvenile probation officers, and juvenile detention or correctional officers.

Family Code 261.101(b)

Abuse of Persons with Disabilities

A person having cause to believe that a person with a disability is in a state of abuse, neglect, or exploitation shall report the information immediately to the Texas Department of Family and Protective Services (DFPS).

A person commits a Class A misdemeanor if the person has cause to believe that a person with a disability has been abused, neglected, or exploited or is in a state of abuse, neglect, or exploitation and knowingly fails to report.

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose.

Human Resources Code 48.051, .052, .054

Adult Victims of Abuse

A person or professional shall make a report in the manner required above if the person or professional has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person or person with a disability. *Family Code 261.101(b-1)*

Restrictions on Reporting

Psychotropic Drugs and Psychological Testing

An employee may not use or threaten to use the refusal of a parent, guardian, or managing or possessory conservator to administer or consent to the administration of a psychotropic drug to a child, or to consent to any other psychiatric or psychological testing or treatment of the child, as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or

2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Education Code 26.0091; Family Code 261.111(a) [See FFEB]

Contents of Report

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child; and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

Family Code 261.102, .104

Abuse and Neglect Involving School Personnel and Those Responsible for Care

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is made to a state agency under item 4, below, or the report involves a juvenile justice program or facility [see JJAEPS, below].

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. DFPS, Child Protective Services (CPS) Division;
3. A local office of CPS, where available; or
4. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred.

Family Code 261.103(a); 19 TAC 61.1051(b)(1)–(2)

"Person responsible for a child's care, custody, or welfare" means a person who traditionally is responsible for a child's care, custody, or welfare, including:

1. A parent, guardian, managing or possessory conservator, or foster parent of the child;
2. A member of the child's family or household as defined by Family Code Chapter 71;
3. A person with whom the child's parent cohabits;
4. School personnel or a volunteer at the child's school;

5. Personnel or a volunteer at a public or private child-care facility that provides services for the child or at a public or private residential institution or facility where the child resides; or

6. An employee, volunteer, or other person working under the supervision of a licensed or unlicensed child-care facility, including a family home, residential child-care facility, employer-based day-care facility, or shelter day-care facility, as those terms are defined in Human Resources Code Chapter 42.

Family Code 261.001(5)

Reporting Abuse, Neglect, or Exploitation in a JJAEP

Any report of alleged abuse, neglect, or exploitation, as those terms are defined in Family Code 261.405, in a juvenile justice program or facility shall be made to the Texas Juvenile Justice Department and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(4)(A), (b)*

Confidentiality of Report

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act) and may be disclosed only for purposes consistent with the Family Code and applicable federal or state law or under rules adopted by an investigating agency. *Family Code 261.201(a)–(a)(1)*

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. *Family Code 261.101(d)*

Immunity from Liability

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 261.106*

A district may not suspend or terminate the employment of, or otherwise discriminate against, or take any other adverse employment action against a professional who makes a good faith report of abuse or neglect. *Family Code 261.110(b)* [See DG]

Criminal Offenses

Failure to Report

A person commits a Class A misdemeanor if he or she is required to make a report under Family Code 261.101(a) [see Duty to Report, above] and knowingly fails to make a report as provided by law.

A person who is a professional commits a Class A misdemeanor if the person is required to make a report under Family Code 261.101(b) [see Duty to Report] and knowingly fails to make a report as provided by law. The professional commits a state jail felony if he or she intended to conceal the abuse or neglect.

Family Code 261.109

False Report

A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. The offense is a state jail felony, except that it is a felony of the third degree if the person has previously been convicted of the offense. *Family Code 261.107(a)*

Coercion

A public servant, including as a school administrator, who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a Class C misdemeanor offense. *Penal Code 39.06*

SBEC Disciplinary Action

The State Board for Educator Certification (SBEC) may take any of the actions listed in 19 Administrative Code 249.15(a) (impositions, including revocation of a certificate and administrative penalties) based on satisfactory evidence that the person has failed to report or has hindered the reporting of child abuse pursuant to Family Code 261.001, or has failed to notify the SBEC, the commissioner of education, or the school superintendent or director under the circumstances and in the manner required by Education Code 21.006, 21.0062, 22.093, and 19 Administrative Code 249.14(d)–(f). *19 TAC 249.15(b)(4)*

Note: The following legal provisions address child abuse and neglect investigations generally. See GRA for additional legal provisions addressing notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school. See 40 Administrative Code Chapter 707, Subchapter B for more information regarding investigations of abuse or neglect in a school setting.

Investigations

Reports to District

If DFPS initiates an investigation and determines that the abuse or neglect involves an employee of a public elementary or secondary school, and that the child is a student at the school, the department shall orally notify the superintendent of the district in which the employee is employed. *Family Code 261.105(d)*

On request, DFPS shall provide a copy of the completed report of its investigation to the board, the superintendent, and the school principal, unless the principal is alleged to have committed the

abuse or neglect. The report shall be edited to protect the identity of the person who made the report. *Family Code 261.406(b)*

Interview of Student

The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. *Family Code 261.302(b)* [See GRA]

Interference with Investigation

A person may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS. *Family Code 261.303(a)*

Confidentiality

A photograph, videotape, audiotape, or other audio or visual recording, depiction, or documentation of a child that is made by DFPS in the course of an inspection or investigation is confidential, is not subject to release under the Public Information Act, and may be released only as required by state or federal law or rules adopted by the DFPS. *Human Resources Code 42.004*

Reporting Policy

A board shall adopt and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261. *19 TAC 61.1051(b)*

The policies must require every school employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect to submit a written or oral report to at least one of the authorities listed above [see To Whom Reported, above] within 48 hours or less, as determined by the board, after learning of facts giving rise to the suspicion. *19 TAC 61.1051(b)(1)*

The policies must be consistent with the Family Code Chapter 261 and 40 Administrative Code Chapter 700 (CPS) regarding investigations by DFPS, including regulations governing investigation of abuse by school personnel and volunteers. [See GRA]

The policies must require a report to DFPS if the alleged abuse or neglect involves a person responsible for the care, custody, or welfare of the child and must notify school personnel of the following:

1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 Administrative Code Chapter 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;

2. Applicable prohibitions against interference with an investigation of a report of child abuse or neglect, including:

    a. Family Code 261.302 and 261.303, prohibiting school officials from denying an investigator's request to interview a student at school; and

b. Family Code 261.302, prohibiting school officials from requiring the presence of a parent or school administrator during an interview by an investigator.

3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;

4. Confidentiality provisions relating to a report of suspected child abuse or neglect;

5. Any disciplinary action that may result from noncompliance with a district's reporting policy; and

6. The prohibition under Education Code 26.0091 [see Psychotropic Drugs and Psychological Testing, above].

19 TAC 61.1051(b)(2)

The policies may not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above.

The policies must:

1. Include the current toll-free number for DFPS;

2. Provide for cooperation with law enforcement child abuse investigations without the consent of the child's parent, if necessary, including investigations by DFPS; and

3. Include child abuse anti-victimization programs in elementary and secondary schools consisting of age-appropriate, research-based prevention designed to promote self-protection and prevent sexual abuse and trafficking.

19 TAC 61.1051(b)(5)–(b)(8)

Annual Distribution and Staff Development

The policies required by these provisions and adopted by the board shall be distributed to all personnel at the beginning of each school year. The policies shall be addressed in staff development programs at regular intervals determined by a board. *19 TAC 61.1051(c)* [See also DH and GRA]

[For training requirements under these provisions, see DMA.]

Required Poster

Using a format and language that is clear, simple, and understandable to students, each public school shall post, in English and in Spanish:

1. The current toll-free DFPS Abuse Hotline telephone number;

2. Instructions to call 911 for emergencies; and

3. Directions for accessing the DFPS Texas Abuse Hotline website[1] for more information on reporting abuse, neglect, and exploitation.

A district shall post the information specified above at each school campus in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students. The information must be on a poster (11x17 inches or larger) in large print and placed at eye-level to the student for easy viewing. Additionally, the current toll-free Texas Department of Family and Protective Services Abuse Hotline telephone number should be in bold print.

Education Code 38.0042; 19 TAC 61.1051(e)–(f)

[1] Texas Abuse Hotline website: https://www.txabusehotline.org/

Complaints

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

Other Complaint Processes

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

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

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

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

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

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

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

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

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

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

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

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

"Parent" Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
    a. The seriousness of the offense;
    b. The student's age;
    c. The frequency of misconduct;
    d. The student's attitude;
    e. The potential effect of the misconduct on the school environment;
    f. Requirements of Chapter 37 of the Education Code; and
    g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned 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.

Corporal Punishment

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.

2. Corporal punishment shall be administered only by the principal or designee.

3. The instrument to be used in administering corporal punishment shall be approved by the principal.

4. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.

2. Obtain possession of a weapon or other dangerous object.

3. Protect property from serious damage.

4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

Video and Audio Monitoring

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who

wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

Students with Disabilities Under Section 504

A district shall conduct an evaluation in accordance with 34 C.F.R. 104.35(b) before taking any action with respect to any significant change in placement of a student with a disability who needs or is believed to need special education and related services. *34 C.F.R. 104.35(a)*

A district may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the district would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to such disciplinary action. *29 U.S.C. 705(20)(C)(iv)*

Note: The provisions below apply only to students eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA).

Students Receiving Special Education Services

All disciplinary actions regarding students with disabilities must be determined in accordance with 34 C.F.R. 300.101(a) and 300.530–300.536; Education Code Chapter 37, Subchapter A; and 19 Administrative Code 89.1053 (Procedures for Use of Restraint and Time-Out). *19 TAC 89.1050(k)*

ARD Committee Required

Except as set forth below, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. *Education Code 37.004(a)–(b)*

The methods adopted in the Student Code of Conduct [see FO] for discipline management and for preventing and intervening in student discipline problems must provide that a student who is enrolled in the special education program may not be disciplined for bullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. *Education Code 37.001(b-1)*

DAEP Placement Not Solely for Educational Purposes

A student with a disability who receives special education services may not be placed in a disciplinary alternative education program (DAEP) solely for educational purposes. A teacher in a DAEP who has a special education assignment must hold an appropriate certificate or permit for that assignment. *Education Code 37.004(c)–(d)*

Removal for Ten Days or Less

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement

to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. *20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1)*

Services During Removal

A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. *34 C.F.R. 300.530(d)*

Subsequent Removals of Ten Days or Less

School personnel may remove the student for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement (see below). *34 C.F.R. 300.530(b)(1)*

Services During Removal

After a student has been removed from his or her current placement for ten school days in the same school year, during any subsequent removal of ten consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's individualized education program (IEP). *20 U.S.C. 1415(k)(1)(D); 34 C.F.R. 300.530(d)(4)*

Notice of Procedural Safeguards

Not later than the date on which the decision to take the disciplinary action is made, a district shall notify the student's parents of the decision and of all procedural safeguards [see EHBAE]. *20 U.S.C. 1415(k)(1)(H)*

Removals That Are a Change in Placement

Any disciplinary action that would constitute a change in placement may be taken only after the student's ARD committee conducts a manifestation determination review.

Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review [see Manifestation Determination, below].

Education Code 37.004(b)

Behavior Assessment and Intervention

If a district takes a disciplinary action regarding a student with a disability who receives special education services that constitutes a change in placement under federal law, the district shall:

1. Not later than the tenth school day after the change in placement:

a. Seek consent from the student's parent or person standing in parental relation to the student to conduct a functional behavioral assessment of the student, if a functional behavioral assessment has never been conducted on the student or the student's most recent functional behavioral assessment is more than one year old; and

b. Review any previously conducted functional behavioral assessment of the student and any behavior improvement plan or behavioral intervention plan developed for the student based on that assessment; and

2. As necessary, develop a behavior improvement plan or behavioral intervention plan for the student if the student does not have a plan or, if the student has a behavior improvement plan or behavioral intervention plan, revise the student's plan.

Education Code 37.004(b-1); 19 TAC 89.1050(k)

Change in Placement

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than ten consecutive school days; or

2. Subjected to a series of removals that constitute a pattern because:

a. The series of removals total more than ten school days in a school year;

b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and

c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

34 C.F.R. 300.536

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates a code of student conduct. *20 U.S.C. 1415(k)(1)(A)*

Manifestation Determination

Within ten school days of any decision to change the placement of a student because of a violation of a code of student conduct, a district, parents, and relevant members of the ARD committee (as determined by the parent and the district) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

1. Caused by, or had a direct and substantial relationship to, the student's disability; or

2. The direct result of the district's failure to implement the IEP.

If the district, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

If the district, the parent, and relevant members of the ARD committee determine the conduct was the direct result of the district's failure to implement the IEP, the district must take immediate steps to remedy those deficiencies.

20 U.S.C. 1415(k)(1)(E); 34 C.F.R. 300.530(e)

Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting. *20 U.S.C. 1415(k)(1)(C), (k)(2); 34 C.F.R. 300.530(c)*

Expulsion

In a county with a juvenile justice alternative education program (JJAEP) [see FODA], a district must invite the administrator of the JJAEP or the administrator's designee to an ARD committee meeting convened to discuss the discretionary expulsion under Education Code 37.007 of a student with a disability. The district must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJAEP representative with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the student's current IEP in the JJAEP. *19 TAC 89.1052*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)–(2)

For a student with a disability who was expelled under a discretionary expulsion under Education Code 37.007, an ARD committee meeting must be convened to reconsider placement of the student in the JJAEP if the JJAEP provides written notice to the district of specific concerns that the student's education or behavioral needs cannot be met in JJAEP.

The district must invite the JJAEP administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's continued placement in JJAEP.

19 TAC 89.1052

Manifestation

If the district, the parents, and relevant members of the ARD committee determine that the conduct was a manifestation of the student's disability, the ARD committee shall:

1. Conduct a functional behavioral assessment (FBA), unless the district had conducted an FBA before the behavior that resulted in the change in placement occurred, and implement a behavioral intervention plan (BIP) for the student; or

2. If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

Except as provided at Special Circumstances, below, the ARD committee shall return the student to the placement from which the

student was removed, unless the parent and the district agree to a change in placement as part of the modification of the BIP.

20 U.S.C. 1415(k)(1)(F); 34 C.F.R. 300.530(f)

Special Circumstances

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.

20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)

The ARD committee shall determine the interim alternative education setting. *20 U.S.C. 1415(k)(2)*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)

Appeals

A parent who disagrees with a placement decision or the manifestation determination may request a hearing. A district that believes that maintaining a current placement of a student is substantially likely to result in injury to the student or others may request a hearing. *20 U.S.C. 1415(k)(3)(A); 34 C.F.R. 300.532(a); 19 TAC 89.1151* [See EHBAE]

Placement During Appeals

When an appeal has been requested by a parent or a district, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the student's assignment to the alternative setting, whichever occurs first, unless the parent and district agree otherwise. *20 U.S.C. 1415(k)(4); 34 C.F.R. 300.533*

Reporting Crimes

Federal law does not prohibit a district from reporting a crime committed by a student with a disability to appropriate authorities. If a district reports a crime, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the district reported the crime. A district may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). *20 U.S.C. 1415(k)(6); 34 C.F.R. 300.535* [See FL]

Students Not Yet Identified

A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if a district had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred. *20 U.S.C. 1415(k)(5)(A); 34 C.F.R. 300.534(a)*

District Knowledge

A district shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

1. The parent of the student expressed concern in writing to supervisory or administrative personnel of the district, or to the teacher of the student, that the student was in need of special education and related services;
2. The parent requested an evaluation of the student for special education and related services; or
3. The student's teacher, or other district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the district.

20 U.S.C. 1415(k)(5)(B); 34 C.F.R. 300.534(b)

Exception

A district shall not be deemed to have knowledge that the student had a disability if:

1. The parent has not allowed an evaluation of the student;
2. The parent has refused services; or

3. The student has been evaluated and it was determined that the student did not have a disability.

20 U.S.C. 1415(k)(5)(C); 34 C.F.R. 300.534(c)

If a district does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

20 U.S.C. 1415(k)(5)(D); 34 C.F.R. 300.534(d)

Behavior Management Techniques

It is the policy of the state to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities. *Education Code 37.0021(a); 19 TAC 89.1053(j)*

[For restrictions on aversive techniques, see FO.]

Rules on Restraint and Seclusion

The commissioner by rule shall adopt procedures for the use of restraint and time-out by a district employee or volunteer or an independent contractor of a district in the case of a student with a disability receiving special education services. The procedures must be consistent with Education Code 37.0021(d). *Education Code 37.0021(d)*

School Peace Officers

This provision and any rules or procedures adopted under this provision apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a district; or

2. Provides, as a school resource officer, a regular police presence on a district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h); 19 TAC 89.1053(l)

Exceptions

Education Code 37.0021 (use of confinement, seclusion, restraint, and time-out) does not apply to:

1. A peace officer, while performing law enforcement duties, except as provided above [see School Peace Officers] and by Education Code 37.0021(i) [see Restraint, Documentation, below];
2. Juvenile probation, detention, or corrections personnel; or
3. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district.

Law Enforcement Duties

"Law enforcement duties" means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g); 19 TAC 89.1053(l), (m)

Further, Education Code 37.0021 does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon; and
2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

For these purposes, "weapon" includes any weapon described under Education Code 37.007(a)(1). [See FNCG]

Education Code 37.0021(f)

Confinement

A student with a disability who receives special education services may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique. *Education Code 37.0021(a)*

Seclusion

A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. *Education Code 37.0021(c)*

"Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and
2. Contains less than 50 square feet of space.

Education Code 37.0021(b)(2)

Restraint

"Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body. *19 TAC 89.1053(b)(2)*

The following provisions do not apply to the use of physical force or a mechanical device that does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced above does not include:

1. Physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
2. Limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
3. Limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the IEP as required by 34 C.F.R. 300.324(a)(2)(i) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
4. Seat belts and other safety equipment used to secure students during transportation.

19 TAC 89.1053(f)

Limitations on Use of Restraint

A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
2. Restraint shall be discontinued at the point at which the emergency no longer exists.
3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
4. Restraint shall not deprive the student of basic human necessities.

19 TAC 89.1053(c)

Emergency

"Emergency" means a situation in which a student's behavior poses a threat of:

1. Imminent, serious physical harm to the student or others; or

2. Imminent, serious property destruction.

19 TAC 89.1053(b)(1)

Training Training for school employees, volunteers, or independent contractors regarding the use of restraint shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(d).

Documentation In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the documentation and notification requirements set forth at 19 Administrative Code 89.1053(e).

A district shall report electronically to TEA, in accordance with standards provided by commissioner rule, information relating to the use of restraint by a peace officer performing law enforcement duties on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by commissioner rule for reporting the use of restraint involving students with disabilities.

Education Code 37.0021(i)

Time-Out "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

1. That is not locked; and
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

19 TAC 89.1053(b)(3)

Limitations on Use of Time-Out A school employee, volunteer, or independent contractor may use time-out with the following limitations:

1. Physical force or threat of physical force shall not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or behavior improvement plan or behavioral intervention plan if it is utilized on a recurrent basis to increase or decrease targeted behavior.

3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

19 TAC 89.1053(g)

Training

Training for school employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(h).

Documentation

Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP and/or behavior improvement plan or behavioral intervention plan. If a student has a behavior improvement plan or behavioral intervention plan, the district must document each use of time-out prompted by a behavior of the student specified in the student's behavior improvement plan or behavioral intervention plan, including a description of the behavior that prompted the time-out. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

19 TAC 89.1053(i)

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 10, 2023

Agenda Business Items:

X **Consent Agenda Item**
(Board has acted on items such as this previously)
New Action
(Board has not seen information previously and allows for more time to discuss)

Information Only Items:

❑ **Presentation**
Recognition
Information

Name of Person Responsible: Kevin Lynch

Department or Campus: Business Office

Topic: Approval of the 2023-24 Budget Calendar

Background Information: The 2023-24 Budget calendar serves as a tentative guide for the budget development timeline. While every effort is to stick to the dates listed, circumstances arise that may add, delete, or reschedule dates.

Attachments: 2023-2024 Budget Calendar

Superintendent's Resolutions: Reviewed and Recommended

Budget Calendar

DATE	OBJECTIVE	Person/Group Responsible
JANUARY	Meet with Principals to Review Budget Process	Administration
JANUARY	Review Personnel Staffing Requirements-HR	Principals, Directors
FEBRUARY	Budget Workshop #1- Concerning Budget Process, Board budget goals.	Superintendent & CFO
FEBRUARY	Instructions & forms for Budget Process given to Principals along with Tentative Budget Calendar	CFO
FEBRUARY	Meet with Grade Level Coordinators /Dept. Heads to present budget process	Principals
FEBRUARY	Develop Budget Requests	All Personnel
MARCH	Budget Workshop #2	Supt & School Board
MARCH	Teachers submit budget requests to Principal, along with backup material	Teachers
MARCH	Principal submit budget with copy of backup material to the Campus Improvement Team(CIT)	Principal
MARCH	CIT Reviews campus budget for congruence with the campus improvement plan and presents suggestions for budgets to principal.	CIT
MARCH	Submit a preliminary budget draft to Assistant Superintendent of Business and Operations with copy of backup material	Principals
MARCH	Approval Notification &/or conferences with principals to review budget requests	Superintendent & CFO
MARCH	Submit final budget to Business Office	Principals
APRIL	Review Personnel Staffing & Salary Schedule	Supt/CFO/Principals
MAY	Present preliminary budget to Superintendent	CFO
MAY	Present preliminary budget to District Education Improvement Committee (DEIC)	Superintendent & CFO
MAY	Budget Workshop #3 for Board of Trustees to set Proposed Tax Rate and date for Hearing	Supt & School Board
MAY	Preliminary Appraisal Values Announced	CFO

MAY	Publish Notice of Budget Hearing & Proposed Tax Rate	CFO
JUNE	Budget Must Be Prepared By This Date	Superintendent & CFO
JUNE	Board Meeting for Public Hearing on Budget and Approve 2023-24 Budget	Supt/CFO/School Board
JULY 25	Last day for chief Appraiser to issue certified tax roll	CFO
AUGUST	Adopt 2023-24 Tax Rate	School Board

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 4, 2023

Agenda Business Items:

- ☐ **Consent Agenda Item**
  (Board has acted on items such as this previously)
- ☑ **~~New Action~~**
  (Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- ❑ **Presentation**
- ❑ **Recognition**
- ☐ **Information**

Name of Person Responsible: Eric Reimer

Department or Campus: Maintenance Director

Topic: Grounds and Mowing Bid (2023-2027)

Background Information: The purpose of this bid is to provide the Board Of Trustees with the district-wide contracted grounds bid tabulation for review and approval. This bid is to secure grounds, mowing, and landscaping services from July 1, 2023, through June 31st, 2027(four years) Based on the evaluation of multiple bid criteria, Brightview Landscapes LLC was the successful bidder. Based on the results of this bid process, it is recommended that Brightview be awarded the SISD District Grounds and Mowing contract.

Attachments: Bid Tabulation, Brightview bid submission, Yellowstone Bid submission

Superintendent's Resolutions: Recommended

Grounds Services RFP Evaluation 12/13/22

BIDDER	Criteria 1: Base Total Contract Amount		Criteria 2: Reputation	Criteria 3: Quality	Criteria 4: Meet District Needs	Criteria 5: Past Relationship	Criteria 6: Long Term Cost	Criteria 7: Parent Company Information	Totals	Notes
		80	2.5	5	5	2.5	2.5	2.5	100	
Yellowstone	$654,364.22	76.13	2.5	5	5	2.5	2.5	2.5	96.13	
Bright View	$622,716.87	80.00	2.5	5	5	0	2.5	2.5	97.50	Bid Winner

Annual cost based on
Yellowstone Landscape's
submission for base services.

	Yellowstone	Brightview
2023-24	$159,956.00	$144,477.69
2024-25	$159,956.00	$151,701.57
2025-26	$164,754.79	$159,286.64
2026-27	$169,697.43	$167,250.97
	$654,364.22	$622,716.87

Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request for Proposal
Proposal #22-23 District Grounds and Mowing

Please RESPOND on the following not later than December 6th, 2022, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

411

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: Yellowstone Landscape

Signature of vendor's authorized representative _____ Date 12/5/2022

Printed Name Greg Mandoiza Email gmandoiza@yellowstonelandscape.com

Phone (281) 808-9476 Fax ( ) N/A

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative GM or see attached information _____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies GM

Is the vendor licensed to do business in the state of Texas? yes ✓ no _____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes ✓ no ____

Signature below certifies accuracy of answers to all sections on this page.

Signature GM

Printed Name Greg Mandoiza

Company Name Yellowstone Landscape

Telephone Number (281) 808-9476 Date 12/5/2022

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as "SISD" is looking to contract its grounds services. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP)

Grounds Service Specifications:

1 DISTRICT CAMPUS:

A. The following are the categories included in this quote. (see attached maps)

- West District property from far Northwest corner of Piney Woods Elementary property to far Southeast corner of Splendora High School property continuous and inclusive.
- East District property from the far Northwest corner of Peach Creek Elementary Campus to the Southeast corner of Splendora Skating Rink property is continuous and inclusive.
- Tram Road Property. Undeveloped and partially cleared land located at S.Tram Rd and Hill and Dale Ave.
- Timber Lakes Elementary - is located in the Harrington Trails Subdivision. 15450 Harrington Trails Drive, New Caney, 77357

B. Description of Services:

The following description details the service that is contracted. The operation and completion of these services are to be done according to standard horticultural practices and follow all required state, federal and local regulations as required.

1) Mowing: Mowing using gas or propane-powered equipment; discharge away from buildings and vehicles when possible. All trash shall be removed before mowing, and any shredded trash as a result of mowing shall be cleaned before the contractor leaves the property. Turf grass will be maintained with the Contractor's equipment only that is maintained in good operational condition including proper blade maintenance. All mowing is done to a height of 2" to 3" except for the golf field located on the north side of Piney Woods Elementary and the soccer field located on the east campus which require lower cuts. Equipment and fenced areas including the Well and Waste plant as well as the many small equipment areas across the whole district (District-wide) and interior building courtyards (Greenleaf Elementary) are included. Sports playing field surfaces (Softball, football, and baseball) are not included in this contract for mowing, however practice fields along the exterior fence lines of playing fields, behind the baseball and tennis courts, and under the football field scoreboard are included. No mowing shall be performed while students are present on playgrounds or athletic areas, a schedulefor mowing will be provided.

2) Edging/trimming: Turf adjacent to the areas of walkways, driveways, and curbs will be edged with a single-blade mechanical edger producing a clean, crisp "edge". Areas and district roads, walking tracks (east district), sidewalk areas, and campus courtyards are included. Grass will be trimmed using a string trimmer around fences, poles, bed edges, patios, and other areas including concrete and expansion joints, beds, along fence/shrub lines, around trees, and all obstacles. Included are fenced equipment areas, student patios, sports field areas (non-playing field surfaces), and interior building courtyards.

3) Fencelines- Property fence lines are the responsibility of the contractor to maintain. Existing cleared fences will be maintained following the frequency schedule. Vines, weeds, and trash shall be removed at each required visit. Any additionally cleared fence lines during the life of the contract become part of the scheduled required maintenance.

4) Blowing: Forced air will be used to remove all debris resulting from landscaping maintenance operations, leaves, twigs, pine needles, and other debris encountered. This must be done on the same day as mowing and include fallen leaves/debris/pollen along district-owned roadways, tennis courts, fence lines, below bleacher areas, buildings, and parking areas.

5) Beds: Located at the entrance of the Jr High, Admin building, Peach Creek and Green Leaf, and ISB/ISS. The contractor will provide mulch and install mulch for bed areas two (2) times annually. This will be done the first week of April and the first week of August (before the start of school). Beds will be manually cultivated to maintain beds free of weeds. Beds must be cultivated (weeded) as needed to maintain clean and attractive beds but no less than the frequency required herein. Install a minimum of (2") black mulch atop all bed areas, tree wells, and planters two times a year.

6) Chemical application: No application of herbicides, insecticides and fungicides for shrubs will be applied unless the contractor has a commercial applicators license on file with the district. The Maintenance Director (IPM Coordinator) must be notified before any chemical herbicides, Insecticides, and or fungicides are applied and MUST be logged in the district's IPM program. No chemical application will be done when students and staff are present. No chemical application will be done near the front entrance or front side of the campus buildings however it is permissible on the sides, around auxiliary areas, rear fence lines, etc with the maintenance directors before location approvals.

7) Pruning/trees: Shrubs will be pruned to provide a neat appearance and promote the healthy growth of shrubs as needed. The contractor will not at any time perform any pruning that deems to be horticultural unsound. Crape myrtle pruning method to be approved by Maintenance Direct to grow healthy, tall plants. Major pruning, such as height adjustment of more than ¼ of the plant will only be done between November and February. Major Pruning is a part of this contract. The contractor will prune all small trees (under 6" diameter) once per year in the winter. This includes thinning and shaping the trees. All trees (any size) in maintained areas will be trimmed monthly as needed to remove branches up to 8' or broken dead or hazardous branches.

8) Debris: All debris, grass trimmings, limbs, etc. shall be removed from the School District's property by the Contractor. Fallen large tree debris removal must be

approved and may be held at a specified location on district grounds for bonfires upon request.

9) Brush hog/heavy brush mowing: Using appropriate equipment, the contactor is to mow and clear the sides and basins of the high school retention pond(east side of the high school), retention pond between the Admin building, and the AG barn. The heavy growth areas are located adjacent to the administration building and south side of the Jr High building between 2090 and the Jr High building, and west of the High School parking lot between the student parking lot and the Administration building are included.

10) Seasonal Color- Seasonal Flowers- install a minimum of 50 flats (4" flowers, 18 count flats) installed 6"o.c. (2) times a year in select planter beds at the Jr High, Administration (red and white for summer and orange, yellow, white for fall), around the Timber Lakes entrance sign, High School main drive entrance/islands, Green Leaf, and Peach Creek Entrances. Pansies (or similar) shall be planted in the winter and begonias (or approved substitute) in the late Winter/Spring. Selection and any approved substitutes will be authorized by the Maintenance Director. Selection and any approved substitutes will be authorized by the Maintenance Director.

	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Trim Shrubs/beds	1	1	1	1	1	1	1	1	1	1	1	1	12
Trim Trees		1											1
Mulch				1				1					2
Seasonal Color				1				1					2
Brush hog						1				1			2
Lawn Maintenance Mow/Edge/Trim	1	1	4	4	4	2	2	4	4	3	1	1	31

C Conditions of Contract:

1. Scope of Work: The contractor shall furnish all materials, tools, equipment, and labor necessary to provide the services as outlined in the Description of Services.
2. Property Damage: The contractor will be responsible for any damages caused by the contractor during their work. This includes vehicle damage, window damage, and damage to structures/fences. The contractor will not be responsible for any damages that the contractor has not had the opportunity to examine before repairs are made. The contractor will immediately notify the Maintenance Director of any damage.
3. Payment: The contractor will invoice and receive 12 equal payments following district standardized policies.
4. All work will be coordinated by the Contractor and the Director of Maintenance. The Director of Maintenance will be given advance notice of all specialty work, i.e., chemical applications, heavy mowing/brush hog, and pruning.
5. Quality Control Inspections-The contractor's primary contact shall meet with the Maintenance director 1 time per month to walk the grounds and provide performance feedback/updates. The contractor shall have a "team lead" inspect the district to ensure that all areas have been properly mowed and maintained with each visit.

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$159,956.11	$159,956.11	$164,754.79	$169,697.43
Monthly Billing Amt.	$13,329.68	$13,329.68	$13,729.57	$14,141.45

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature: _____ **Date:** 12/5/2022

Company: Yellowstone Landscape

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

12/5/2022

AUTHORIZED SIGNATURE **DATE**

DEVIATION FORM

Company Name Yellowstone Landscape

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[✓] **No deviations**

[ ] **Yes deviations**

List any deviations your company is submitting below:

_____

_____

_____

_____

_____

_____

_____

Signature of Authorized Representative

12/5/2022
Date

STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

16. NO CASH ADVANCE discount will be considered.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

REQUEST FOR PROPOSAL:

Splendora ISD is currently seeking interested vendors to submit proposals for two different RFP's:

#1. District Chiller PM and Inspections #22-23

#2. District Grounds & Mowing #22-23

Proposals are due December 6th, @ 10:00 am via email to Darla Baker, Director of Purchasing dbaker@splendoraisd.org or mailed to Splendora ISD 23419 FM 2090, Splendora, Texas 77372. No late documents will be accepted. Requirements listed on documents on the Purchasing website for Splendora ISD or you can contact Darla Baker, Director of Purchasing. If you have any questions, please do not hesitate to call me at this number (281) 689-4351. Splendora ISD reserves the right to accept or reject any or all proposals. Splendora ISD does not discriminate based on sex, race, color, national origin or disability.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Yellowstone Landscape

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.** 426

none

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/5/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY): 12/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472881: Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	INSURER A: Safety National Casualty Corporation — NAIC # 15105 INSURER B: ACE Property & Casualty Insurance Co — NAIC # 20699 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 19168155 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pesticide&Herbicide [X] SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	LDS4066360	4/1/2022	4/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

428

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19168155
FM 2090
Splendora, TX 77372

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

VALUED CERTIFICATE HOLDER

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the methods below, referencing Certificate Number that is listed in the Certificate Holder box just above the Certificate Holder Name or in middle section just below the Insured box towards the top **"CERTIFICATE NUMBER: ".**

430

- Email: **SE-EDelivery@lockton.com**
- **Include the Certificate ID number**
- **Subject line: TSU E-Delivery**

If you no longer need this certificate, please contact us at the email address above, reference the Certificate Holder ID number and use this subject line: "Certificate Removal"

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

List of Named Insureds:

Yellowstone Parent Holdings, LP
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape - Southeast
ALSW, LLC
Leaderscape, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscape Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
LUSA Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
KCS Landscape Management, LLC
Heads Up Landscape, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Boren's Grass Groomers, LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC DBA Arizona's Best Landscape Management
Arizona's Best Landscape Management
O'Donnell's Landscape Services, LLC
O'Donnell's Landscape Services, Inc

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
YELLOWSTONE LANDSCAPE-CENTRAL

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10892 SHADOW WOOD DR

Requester's name and address (optional)

6 City, state, and ZIP code
HOUSTON,TX 77043

7 List account number(s) here (optional)

432

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 6 - 0 3 4 0 2 4 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8-23-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Splendora ISD
District Grounds and Mowing

Contact:
Steven Guillory
Business Developer
(281) 546-2279
Steven.Guillory@brightview.com

December 6, 2022

Splendora ISD,

BrightView is honored to have the opportunity to submit our proposal to provide professional landscape maintenance services to be considered for **Splendora ISD**. We recognize that opportunities like this to partner with **Splendora ISD** do not occur often. Our skilled team has thoroughly processed the bid packet and developed a plan to provide you with the highest quality service and communication to achieve the landscape goals you desire.

Should you choose BrightView as your landscape partner we will immediately assign a dedicated Account Manger to **Splendora ISD** who will be your primary point of contact. You will have a direct line of communication to the Account Manager via Cell Phone and Email. This streamed line communication allows us to provide instant response times while also growing a trust-based partnership.

Campus appearance is one of the most influential factors when deciding where to enroll. Support learning, expand school pride and culture, and attract alumni support with a well planned, and maintained campus landscape.

The enclosed proposal was developed on feedback, over 140 years of experience, and our teams knowledge of maintaining college campus's across the nation. Our skilled team will 's to achieve your landscape goals and keep your property looking its best.

Thank you again for the opportunity. We recognize there may be questions that may come up during the review of this proposal. Please don't hesitate to reach out if I may be of assistance.

Steven Guillory
Business Developer
(281) 546-2279 mobile
Steven.Guillory@brightview.com

Table of Contents

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Corporate Profile

Brightview Landscape Services is the **largest provider of commercial landscaping services in the United States**, with revenues more than 10 times those of our next largest commercial landscaping competitor.

We provide commercial landscaping services, ranging from landscape maintenance and enhancements to tree care and landscape development. We operate through a differentiated and integrated national service model which systematically delivers services at the local level by combining our network of over 220 branches with a qualified service partner network. Our branch delivery model underpins our position as a single-source end-to-end landscaping solution provider to our diverse customer base at the national, regional and local levels, which we believe represents a significant competitive advantage.

We believe our commercial customer base understands the financial and reputational risk associated with inadequate landscape maintenance and considers our services to be essential. We operate through two segments: Maintenance Services and Development Services. Our maintenance services are primarily self-performed through our national branch network and are route-based in nature. Our development services are comprised of sophisticated design, coordination and installation of landscapes at some of the most recognizable corporate, athletic and university complexes. As the number one player in the highly attractive and growing $70 billion commercial landscape maintenance and snow removal market, we believe our size and scale present several compelling value propositions for our customers, and allow us to offer a single-source landscaping services solution to a diverse group of commercial customers.





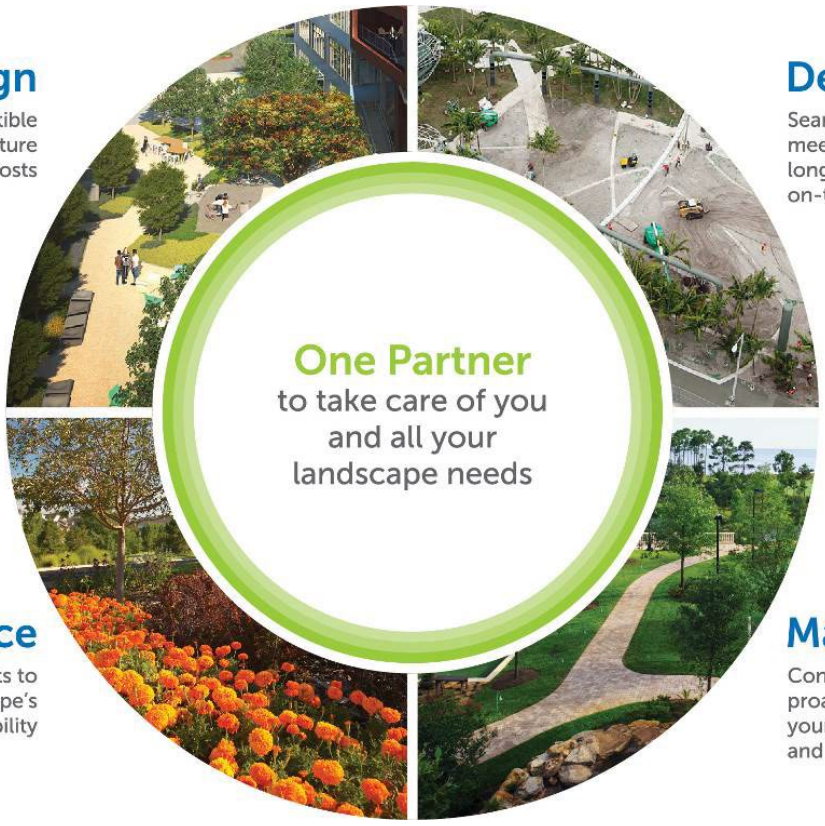


We serve a broad range of end market verticals, including Higher Education Institutions, Municipal contracts, Corporate and Commercial properties, Homeowners Associations, Public P Parks, Hotels and Resorts, Hospitals and other Healthcare Facilities, Restaurants and Retail, and Golf Courses. We are also the Official Field Consultant for **Major League Baseball**. Our diverse customer base includes approximately 13,000 office parks and corporate campuses, 9,000 residential communities, and 450 educational institutions.

We believe that due to our unmatched geographic scale and breadth of service offerings, we are the only commercial landscaping services provider able to service clients whose geographically disperse locations require a broad range of landscaping services delivered consistently and with high quality.

BrightView Landscape Overview

BrightView offers Splendora ISD the highest-quality landscape services with a worry-free, dependable service commitment. With 140 years of comprehensive experience; BrightView is a full-service landscape company. BrightView can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance.



Design	Develop	Maintain	Enhance
Landscape Architecture & Planning	Planting	Landscape	Enhancements
Design Build	Hardscapes	Tree Care	Sustainability
Program Management	Pools & Water Features	Snow & Ice	Water Management
	Compliance	Specialty Turf	
	Tree Growing & Moving	Exterior Maintenance	

References

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Mercer University
Macon, GA

Russell Vullo
Associate VP for Facilities
vullo_ra@mercer.edu
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Agnes Scott College
Decatur, GA

Tim Blankenship,
Director of Facilities
tblankenship@agnesscott.edu
(404) 471-5465



Confidential

Higher Education Portfolio

As a trusted, full-cycle, partner delivering both local expertise and national resources, we understand how a well-maintained landscape with strategic design elements attract prospective students, increases students' involvement on campus, increases alumni donations and contributes to your success.

Current Maintenance Work

Arkansas Northeastern College
ASU Downtown Phoenix Campus
Biola University Inc.
California State University Monterey Bay
Caltech President's Residence
Cheyney University
Christendom College
Christopher Newport University
College of DuPage
Coppin State University
Delaware County Comm College
Depaul University
Devry University
Dominican University
El Centro College
Emory Oxford College
Henry Ford Community College
Holy Family University
Howard Community College
IIT Main Campus
Indiana Wesleyan University
Kellogg Community College
Lafayette College Metzgar
Liberty Christian School
Lone Star College
Marymount California University
McDaniel College
McHenry County College
Mountain View College
Nassau Community College
North Lake College
NorthLake College South Campus
NVCC Woodbridge
Poinciana Medical Arts
Shenandoah University
St John College
Strayer University
Technical College of the Lowco
Temple University
The College of Southern Nevada
Tidewater Community College
UC San Francisco
UF Research Center
University of Central Florida
University of Chicago
University Of Cincinnati
University Of Indianapolis
University of Mary Washington
University Of Pennsylvania

BrightView Sports Turf

Caldwell University
Dean College
DeSales University
Gwynedd Mercy University
Lehigh University
Moorestown School District
Nassau Community College
University Of Pennsylvania
Urbana University
Wilkes University

BrightView Design Group

Cal State University
Otis College of Art + Design
Pensacola Christian College
Saddleback College
University of California
Whittier College Campus

BrightView Development

Amherst College
Auburn University
Auraria Higher Education Center
Baylor University
Berklee College of Music
Boston Architectural College
Boston College
Boston University
Bryant University
California State University
Clemson University
Dallas Baptist University
Duke University
Emerson College
Emory University
Florida A&M University
Florida Atlantic University
Florida International University
Foothill De Anza Community College
Georgia Tech
Harvard College
Lake Erie College of Osteopathic Medicine
Life University
Los Angeles Community College
Los Rios Community College District
Lux Art Institute



Massachusetts Institute of Technology
Massachusetts State College
Metropolitan State University of Denver
New England Conservatory of Music
Northeastern University
OTIS College of Art and Design
Palomar Community College District
Pepperdine University
Point Loma Nazarene University
Pomona College
San Diego Community College District
San Diego State University
Santa Clara University
Southeastern University
Southern Methodist University
Southwestern University
Stanford University
Tarrant County College District
Texas A&M University
Texas Christian University
Texas State Technical College
Texas State University
The Roxbury Latin School
Tufts University
University of California
University of California, Berkeley
University of California, San Diego
University of California, Irvine
University of Central Florida
University of Colorado
University of Florida
University of Massachusetts
University of Nevada, Las Vegas
University of North Texas
University of San Diego
University of South Florida
University of Southern California
University of Texas
University of Texas System
University of the Pacific
Wellesley College
Wentworth Institute of Technology
Yale University

Organization Chart: Splendora ISD

Josh Dake **Senior Vice President – Texas / Oklahoma**

- Bachelor's Degree from University of North Texas
- Has worked at BrightView 7 years in Landscape Maintenance
- Relentless focus on customer satisfaction, client, and employee retention.

Chris Miska

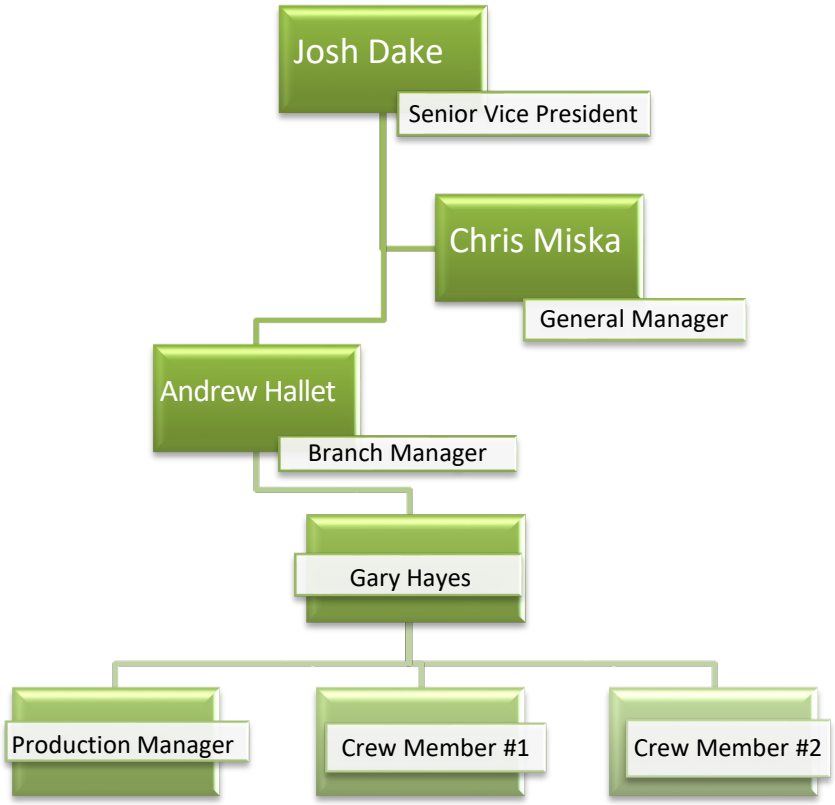
General Manager

- Oversees all operations within the branches in Greater Houston area.
- Provides support for Branch Managers he oversees
- Has worked with BrightView for 15 years & over 20 years' experience in the landscaping/ green industry

Andrew Hallet

Branch Manager

- Andrew has 13 years in industry and has been with BrightView for 4 years
- Oversees all operations within the branch including customer service, labor, equipment, safety & all administrative functions
- Provides support to his entire Branch and Account Managers.



BrightView™
Landscape Services

Operational Plan: Quality Site Assessment

To ensure a successful partnership, effective communication is one of our top priorities. We found the best way to keep our customers highly satisfied is to make sure we understand your current needs and priorities. We will provide proactive communication on a monthly basis that includes images, pricing and recommendations that will give you a full view of your landscape. We employ a range of tools and reports including the Quality Site Assessment (pictured), Activity Reports and many more.



QUALITY SITE ASSESSMENT REPORT

Property Name: LEGACY MERIDIAN PARK HOSPITAL

Date: Wednesday, August 10, 2016
Next Inspection Date: Tuesday, August 16, 2016
Client Attendees:
Brickman Attendees: Greg Wilson

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:
1) We will get a key and clean out this inner area of the hospital
2) Please remove lower davidii along sidewalk
3) Please prune the shrubs on the back of the educational building
4) Nice job cleaning up the tree suckers and pruning the barberry
5) I have readjusted the run times on the parking garage clock. We

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

NOTES TO OWNER/CLIENT:
1) I will be submitting you several proposals to add bark dust at the have those to you by weeks end.

QUALITY SITE ASSESSMENT REPORT

Maintenance Items

BrightView.com
BrightView Confidential
Page 2 of 3
BrightView

Reporting and Analytics

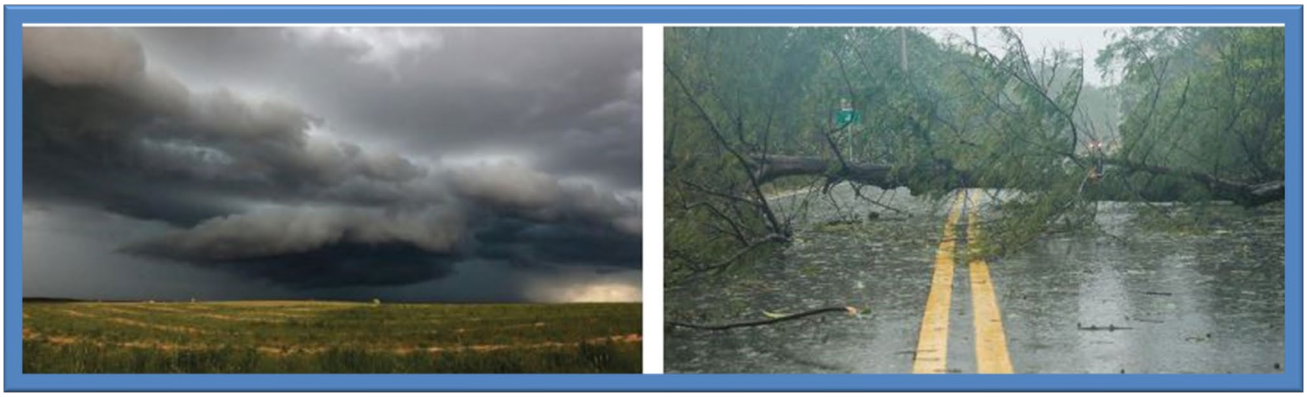
- Review of monthly inspections
- Address outstanding concerns and review accomplishments
- Robust financial visibility and strategic guidance
- Enable benchmarking and leverage best practices

Operational Plan: Emergency Response

EMERGENCY RESPONSE and INCLEMENT WEATHER

We can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to strong winds, severe weather, hail, and tornadoes.

- We will keep you informed when addressing unknown factors that occur from Mother Nature.
- You have 24/7 access to your Account Manager by phone and email.
- Our crews are available around the clock.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation.
- For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified.
- All safety hazards will be addressed at the time we are notified.
- You can expect a response to after-hours emergencies within two hours or less.



Safety: Equipment & Uniform

A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well-being of your staff and visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment both on and off your property.

- Required company issued PPE
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- 'How's my driving?' stickers on vehicles
- Required use of cones to demark safety zone
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings









Official Uniforms and Equipment 100% of the time

- Our team will always be in matching corporate uniforms and vests while working on your property.

- Vehicles will be easily recognizable with BrightView's logo banner and landscape graphics designed on the outside.



E-Verify

- Ensure 100% compliance with all labor and immigration laws, we are enrolled in E-Verify in all states in which we operate.
- The organization's participation in E-Verify improves our ability to ensure the individuals we hire that are working on our client's sites are authorized to work in the United States.
- E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor immigration regulations.



Safety: Policy & Minimum Standards

Safety Policy and Commitment

(See Attachment Titled- BrightView HASP- Health & Safety Plan)

BrightView's Safety Policy

- BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering that highest quality service, our dedicated team members across BrightView understand that nothing is more important that the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

BrightView's Safety Commitment

- We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where No One Gets Hurt. We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services. We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries. We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices. We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment. We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance. We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

BrightView's Safety Responsibility

- At BrightView, ensuring workplace safety is the responsibility of every leader and team member. We empower and expect everyone at BrightView to Take Pride in their role of providing safe services and to Take Care of ourselves, each other and our clients. Through this shared commitment, we live our safety promise every day to provide the highest quality services in the safest manner. We are committed to a work place where "No One Gets Hurt."



Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request for Proposal
Proposal #22-23 District Grounds and Mowing

Please RESPOND on the following not later than December 6th, 2022, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: BrightView Landscaping LLC

Signature of vendor's authorized representative Steven Guillory Date 12-6-2022

Printed Name Steven Guillory Email steven.guillory@brightview.com

Phone (281) 546-2279 Fax ( )

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative SG or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies SG

Is the vendor licensed to do business in the state of Texas? yes X no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes X no____

Signature below certifies accuracy of answers to all sections on this page.

Signature Steven Guillory

Printed Name Steven Guillory

Company Name BrightView Landscapes LLC

Telephone Number (281) 546-2279 Date 12-6-2022

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as “SISD” is looking to contract its grounds services. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP)

Grounds Service Specifications:

1 DISTRICT CAMPUS:

A. The following are the categories included in this quote. (see attached maps)

- West District property from far Northwest corner of Piney Woods Elementary property to far Southeast corner of Splendora High School property continuous and inclusive.
- East District property from the far Northwest corner of Peach Creek Elementary Campus to the Southeast corner of Splendora Skating Rink property is continuous and inclusive.
- Tram Road Property. Undeveloped and partially cleared land located at S.Tram Rd and Hill and Dale Ave.
- Timber Lakes Elementary - is located in the Harrington Trails Subdivision. 15450 Harrington Trails Drive, New Caney, 77357

B. Description of Services:

The following description details the service that is contracted. The operation and completion of these services are to be done according to standard horticultural practices and follow all required state, federal and local regulations as required.

1) Mowing: Mowing using gas or propane-powered equipment; discharge away from buildings and vehicles when possible. All trash shall be removed before mowing, and any shredded trash as a result of mowing shall be cleaned before the contractor leaves the property. Turf grass will be maintained with the Contractor’s equipment only that is maintained in good operational condition including proper blade maintenance. All mowing is done to a height of 2” to 3” except for the golf field located on the north side of Piney Woods Elementary and the soccer field located on the east campus which require lower cuts. Equipment and fenced areas including the Well and Waste plant as well as the many small equipment areas across the whole district (District-wide) and interior building courtyards (Greenleaf Elementary) are included. Sports playing field surfaces (Softball, football, and baseball) are not included in this contract for mowing, however practice fields along the exterior fence lines of playing fields, behind the baseball and tennis courts, and under the football field scoreboard are included. No mowing shall be performed while students are present on playgrounds or athletic areas, a schedulefor mowing will be provided.

2) Edging/trimming: Turf adjacent to the areas of walkways, driveways, and curbs will be edged with a single-blade mechanical edger producing a clean, crisp “edge”. Areas and district roads, walking tracks (east district), sidewalk areas, and campus courtyards are included. Grass will be trimmed using a string trimmer around fences, poles, bed edges, patios, and other areas including concrete and expansion joints, beds, along fence/shrub lines, around trees, and all obstacles. Included are fenced equipment areas, student patios, sports field areas (non-playing field surfaces), and interior building courtyards.

3) Fencelines- Property fence lines are the responsibility of the contractor to maintain. Existing cleared fences will be maintained following the frequency schedule. Vines, weeds, and trash shall be removed at each required visit. Any additionally cleared fence lines during the life of the contract become part of the scheduled required maintenance.

4) Blowing: Forced air will be used to remove all debris resulting from landscaping maintenance operations, leaves, twigs, pine needles, and other debris encountered. This must be done on the same day as mowing and include fallen leaves/debris/pollen along district-owned roadways, tennis courts, fence lines, below bleacher areas, buildings, and parking areas.

5) Beds: Located at the entrance of the Jr High, Admin building, Peach Creek and Green Leaf, and ISB/ISS. The contractor will provide mulch and install mulch for bed areas two (2) times annually. This will be done the first week of April and the first week of August (before the start of school). Beds will be manually cultivated to maintain beds free of weeds. Beds must be cultivated (weeded) as needed to maintain clean and attractive beds but no less than the frequency required herein. Install a minimum of (2") black mulch atop all bed areas, tree wells, and planters two times a year.

6) Chemical application: No application of herbicides, insecticides and fungicides for shrubs will be applied unless the contractor has a commercial applicators license on file with the district. The Maintenance Director (IPM Coordinator) must be notified before any chemical herbicides, Insecticides, and or fungicides are applied and MUST be logged in the district's IPM program. No chemical application will be done when students and staff are present. No chemical application will be done near the front entrance or front side of the campus buildings however it is permissible on the sides, around auxiliary areas, rear fence lines, etc with the maintenance directors before location approvals.

7) Pruning/trees: Shrubs will be pruned to provide a neat appearance and promote the healthy growth of shrubs as needed. The contractor will not at any time perform any pruning that deems to be horticultural unsound. Crape myrtle pruning method to be approved by Maintenance Direct to grow healthy, tall plants. Major pruning, such as height adjustment of more than ¼ of the plant will only be done between November and February. Major Pruning is a part of this contract. The contractor will prune all small trees (under 6” diameter) once per year in the winter. This includes thinning and shaping the trees. All trees (any size) in maintained areas will be trimmed monthly as needed to remove branches up to 8’ or broken dead or hazardous branches.

8) Debris: All debris, grass trimmings, limbs, etc. shall be removed from the School District’s property by the Contractor. Fallen large tree debris removal must be

approved and may be held at a specified location on district grounds for bonfires upon request.

9) Brush hog/heavy brush mowing: Using appropriate equipment, the contactor is to mow and clear the sides and basins of the high school retention pond(east side of the high school), retention pond between the Admin building, and the AG barn. The heavy growth areas are located adjacent to the administration building and south side of the Jr High building between 2090 and the Jr High building, and west of the High School parking lot between the student parking lot and the Administration building are included.

10) Seasonal Color- Seasonal Flowers- install a minimum of 50 flats (4" flowers, 18 count flats) installed 6"o.c. (2) times a year in select planter beds at the Jr High, Administration (red and white for summer and orange, yellow, white for fall), around the Timber Lakes entrance sign, High School main drive entrance/islands, Green Leaf, and Peach Creek Entrances. Pansies (or similar) shall be planted in the winter and begonias (or approved substitute) in the late Winter/Spring. Selection and any approved substitutes will be authorized by the Maintenance Director. Selection and any approved substitutes will be authorized by the Maintenance Director.

	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Trim Shrubs/beds	1	1	1	1	1	1	1	1	1	1	1	1	12
Trim Trees		1											1
Mulch				1				1					2
Seasonal Color				1				1					2
Brush hog						1				1			2
Lawn Maintenance Mow/Edge/Trim	1	1	4	4	4	2	2	4	4	3	1	1	31

C Conditions of Contract:

1. Scope of Work: The contractor shall furnish all materials, tools, equipment, and labor necessary to provide the services as outlined in the Description of Services.
2. Property Damage: The contractor will be responsible for any damages caused by the contractor during their work. This includes vehicle damage, window damage, and damage to structures/fences. The contractor will not be responsible for any damages that the contractor has not had the opportunity to examine before repairs are made. The contractor will immediately notify the Maintenance Director of any damage.
3. Payment: The contractor will invoice and receive 12 equal payments following district standardized policies.
4. All work will be coordinated by the Contractor and the Director of Maintenance. The Director of Maintenance will be given advance notice of all specialty work, i.e., chemical applications, heavy mowing/brush hog, and pruning.
5. Quality Control Inspections-The contractor's primary contact shall meet with the Maintenance director 1 time per month to walk the grounds and provide performance feedback/updates. The contractor shall have a “team lead” inspect the district to ensure that all areas have been properly mowed and maintained with each visit.

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$144,477.69	$151,701.57	$159,286.64	$167,250.97

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature: Steven Guillory **Date:** 12-6-2022

Company: BrightView Landscapes LLC

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

Steven Guillory 12-6-2022

AUTHORIZED SIGNATURE **DATE**

DEVIATION FORM

Company Name BrightView Landscapes LLC

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[ ] No deviations

[X] Yes deviations

List any deviations your company is submitting below:

For brushhog mowing of undeveloped land at Tram and Hill Dale, we will require a one time cleanup fee for the initial service due to overgrowth.

Steven Guillory
Signature of Authorized Representative

12-6-2022
Date

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

16. NO CASH ADVANCE discount will be considered.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brightview Landscape Services, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 31001-2463

Requester's name and address (optional)

6 City, state, and ZIP code

Pasadena, CA 91110-2463

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	1	2	4	4	4	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Kris Truskey Kris Truskey **Date** ▶ 10/22/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
BrightView Landscape Services, Inc
980 Jolly Road Suite 300
Blue Bell PA 19422 USA

COVERAGES **CERTIFICATE NUMBER:** 570084218989 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liability X XCU Hazard GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			XSLG72473826 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			AUC5085968-17	10/01/2021	10/01/2022	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC67804041 WC - AOS	10/01/2021	10/01/2022	X PER STATUTE OTH-ER	
A				SCFC67804089 WC - WI	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

Certificate No : 570084218989

CERTIFICATE HOLDER

BrightView Landscape Services,
Inc 980 Jolly Road Suite 300
Blue Bell PA 19422 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DANIEL IKNER
14006 REEVESTON RD
HOUSTON TX 77039

License No:	0747937
Effective Date:	October 31, 2021
Expires:	October 31, 2022
Categories:	

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

LUCIO A HERNANDEZ

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

License Number: **LI0016966**
Issue Date: **05/17/2021**
Expiration Date: **05/31/2024**

Executive Director
Texas Commission on Environmental Quality

The International Society of Arboriculture

Hereby Announces That

Nathan Francis

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

467

Caitlyn Pollihan
CEO & Executive Director

22 June 2021	30 June 2024	TX-4724A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 4, 2023

Agenda Business Items:

- ☐ **Consent Agenda Item**
  (Board has acted on items such as this previously)
- ☑ **~~New Action~~**
  (Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- ❑ **Presentation**
- ❑ **Recognition**
- ☐ **Information**

Name of Person Responsible: Eric Reimer

Department or Campus: Maintenance Director

Topic: Chiller Maintenance Bid (2023-2027)

Background Information: The purpose of this bid is to provide the Board Of Trustees with the district-wide contracted Chiller maintenance bid tabulation for review and approval. This bid is to secure Chiller maintenance, and inspection services from July 1, 2023, through June 31st, 2027(four years) Based on the evaluation of multiple bid criteria, Gowan Inc. was the successful bidder. Based on the results of this bid process, it is recommended that Gowan Inc be awarded the SISD District Chiller Maintenance contract.

Attachments: Bid Tabulation, bid submissions from TDI, Letsos, Gowan, Cook Mech, Hunton Trane.

Superintendent's Resolutions: Recommended

Grounds Services RFP Evaluation 12/13/22

BIDDER	Criteria 1: Base Total Contract Amount		Criteria 2: Reputation	Criteria 3: Quality	Criteria 4: Meet District Needs	Criteria 5: Past Relationship	Criteria 6: Long Term Cost	Criteria 7: Parent Company Information	Totals	Notes
Points		80	2.5	5	5	2.5	2.5	2.5	100	
Cook	$174,456.00	33.15	2.5	5	5	2.5	2.5	2.5	53.15	
Gowan	**$72,287.00**	**80.00**	**2.5**	**5**	**5**	**2.5**	**2.5**	**2.5**	**100.00**	**Bid Winner**
Hunton	$218,176.68	26.51	2.5	5	5	2.5	2.5	2.5	46.51	
Letsos	$119,275.21	48.48	2.5	5	5	0	2.5	2.5	65.98	
TDI	$120,740.00	47.90	2.5	5	5	2.5	2.5	2.5	67.90	

	Cook	Gowan	Hunton	Letsos	TDI
2023-24	$38,544.00	$17,278.00	$50,619.72	$28,510.00	$28,856.00
2024-25	$41,748.00	$17,797.00	$53,150.52	$29,365.30	$29,728.00
2025-26	$45,204.00	$18,331.00	$55,808.04	$30,246.26	$30,616.00
2026-27	$48,960.00	$18,881.00	$58,598.40	$31,153.65	$31,540.00
Total	$174,456.00	$72,287.00	$218,176.68	$119,275.2	$120,740.00

Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request For Proposal
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

Please RESPOND on the following not later than December 6th, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: Cook Mechanical, Inc.

Signature of vendor's authorized representative Jody Vowell Digitally signed by Jody Vowell DN: C=US, E=jvowell@cookmechanical.com, O=Cook Mechanical Inc., OU=Cook Mechanical Inc., CN=Jody Vowell Date: 2022.11.16 13:53:43-06'00' Date 11-16-2022

Printed Name Jody Vowell Email jvowell@cookmechanical.com

Phone ( ) 281-898-1660 Fax ( ) N/A

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative___JV____ or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies_____

Is the vendor licensed to do business in the state of Texas? yes__X_____ no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes__x___ no____

Signature below certifies accuracy of answers to all sections on this page.

Signature Jody Vowell Digitally signed by Jody Vowell DN: C=US, E=jvowell@cookmechanical.com, O=Cook Mechanical Inc., OU=Cook Mechanical Inc., CN=Jody Vowell Date: 2022.11.16 13:49:57-06'00'

Printed Name Jody Vowell

Company Name Cook Mechanical, Inc.

Telephone Number ( ) 832-688-8628 Date 11-16-2022

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

A. SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as “SISD” is looking to contract its district-wide chiller and chiller-related maintenance and inspections. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP). This RFP intends to partner the district with a single vendor for 4 years that will provide chiller preventive maintenance and service to provide a safe, comfortable environment conducive to the goals and standards set forth by SISD and the SISD board of Trustees.

Chiller Maintenance Specifications:
Locations:
Greenleaf Elementary (1)
Peach Creek Elementary (1)
Pineywood Elementary (2)
Timber Lakes Elementary (2)
Splendora High School (4)

Upon Completion of each service visit, the contractor shall report any issues found to the maintenance director before leaving the site. A full condition report shall be delivered to SISD witing 7 working days. A quote for all major findings shall be provided promptly to the SISD Maintenance Director upon discovery.

SCREW CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. **REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS**
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser per manufacturer recommendations
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
18. After 30 minutes of operation, check the oil, as per manufacturer recommendations
19. Check for unusual noise and vibrations
20. Perform any other tests or checks specific to the equipment
21. Check cabinetry hardware and structural integrity
22. Inform the customer of any problems found before the completion of the inspection visit.
23. Complete an owner equipment inspection report

SCREW CHILLER – QUARTERLY (3) April-July-October

1. Check and verify power supply to unit and unit operates
2. Check condenser coils and clean as required
3. Check crankcase heaters for proper operation
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check the oil, as per manufacturer recommendations
11. Complete a chiller log sheet

CHILLED WATER PUMP – ANNUAL AND QUARTERLY (4) Jan-Mar-July-April

To be performed on all primary and secondary pumps

1. Measure and verify water flow through pump
2. Check and clean any strainers
3. Inspect coupling for condition
4. Check for abnormal operation or vibration
5. Check electrical connections
6. Record voltage and amp readings
7. Lubricate coupling and bearings
8. Check for water leakage and seal condition
9. Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
10. Clean pump, motor, and skid and condensate trays

SCROLL CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser with water only
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation

16. Check and verify all safety control settings
17. Check temperature control system for proper operation
18. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
19. After 30 minutes of operation, check the oil, as per manufacturer recommendations
20. Check for unusual noise and vibrations
21. Perform any other tests or checks specific to equipment
22. Check cabinetry hardware and structural integrity of unit
23. Inform customer of any problems found or work needed
24. Complete a chiller log sheet

SCROLL CHILLER – QUARTERLY (3) April-July-October

Check and verify power supply to unit and unit operates

1. Record equipment operating hours
2. Clean the area under and adjacent to the chillers of debris and trash
3. Check condenser coils
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check oil, as per manufacturer recommendations
11. Complete a chiller log sheet

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$ 38,544	$ 41,748	$ 45,204	$ 48,960

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature:_____ Jody Vowell Digitally signed by Jody Vowell DN: C=US, E=jvowell@cookmechanical.com, O=Cook Mechanical Inc., OU=Cook Mechanical Inc., CN=Jody Vowell Date: 2022.11.16 13:46:27-06'00' **Date:** 11-16-2022

Company: Cook Mechanical, Inc.

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

Jody Vowell

Digitally signed by Jody Vowell
DN: C=US, E=jvowell@cookmechanical.com, O=Cook Mechanical Inc., OU=Cook Mechanical Inc., CN=Jody Vowell
Date: 2022.11.16 13:48:55 -06'00'

11-16-2022

AUTHORIZED SIGNATURE **DATE**

DEVIATION FORM

Company Name Cook Mechanical, Inc.

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[x] No deviations

[ ] Yes deviations

List any deviations your company is submitting below:

Jody Vowell Digitally signed by Jody Vowell DN: C=US, E=jvowell@cookmechanical.com, O=Cook Mechanical Inc., OU=Cook Mechanical Inc., CN=Jody Vowell Date: 2022.11.16 13:51:15-06'00'

Signature of Authorized Representative

11-16-2022

Date

STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

16. NO CASH ADVANCE discount will be considered.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request For Proposal
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

Please RESPOND on the following not later than December 6th, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:
Darla Baker, Director of Purchasing

Vendor legal name: **Gowan / Garrett**

Signature of vendor's authorized representative _____ Date **12-5-2022**

Printed Name **John Anthony** Email **janthony@gowaninc.com**

Phone (**832**) **731-8893** Fax (**713**) **237-9208**

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative JDA or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies_____

Is the vendor licensed to do business in the state of Texas? yes yes no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes yes no____

Signature below certifies accuracy of answers to all sections on this page.

Signature_____

Printed Name: **John Anthony**

Company Name___ _**Gowan /Garrett**

Telephone Number **(713)_____696-5400**_____ Date **12-5-2022**

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

A. SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as "SISD" is looking to contract its district-wide chiller and chiller-related maintenance and inspections. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP). This RFP intends to partner the district with a single vendor for 4 years that will provide chiller preventive maintenance and service to provide a safe, comfortable environment conducive to the goals and standards set forth by SISD and the SISD board of Trustees.

Chiller Maintenance Specifications:
Locations:
Greenleaf Elementary (1)
Peach Creek Elementary (1)
Pineywood Elementary (2)
Timber Lakes Elementary (2)
Splendora High School (4)

Upon Completion of each service visit, the contractor shall report any issues found to the maintenance director before leaving the site. A full condition report shall be delivered to SISD witing 7 working days. A quote for all major findings shall be provided promptly to the SISD Maintenance Director upon discovery.

SCREW CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. **REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS**
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser per manufacturer recommendations
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
18. After 30 minutes of operation, check the oil, as per manufacturer recommendations
19. Check for unusual noise and vibrations
20. Perform any other tests or checks specific to the equipment
21. Check cabinetry hardware and structural integrity
22. Inform the customer of any problems found before the completion of the inspection visit.
23. Complete an owner equipment inspection report

SCREW CHILLER – QUARTERLY (3) April-July-October

1. Check and verify power supply to unit and unit operates
2. Check condenser coils and clean as required
3. Check crankcase heaters for proper operation
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check the oil, as per manufacturer recommendations
11. Complete a chiller log sheet

CHILLED WATER PUMP – ANNUAL AND QUARTERLY (4) Jan-Mar-July-April

To be performed on all primary and secondary pumps

1. Measure and verify water flow through pump
2. Check and clean any strainers
3. Inspect coupling for condition
4. Check for abnormal operation or vibration
5. Check electrical connections
6. Record voltage and amp readings
7. Lubricate coupling and bearings
8. Check for water leakage and seal condition
9. Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
10. Clean pump, motor, and skid and condensate trays

SCROLL CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser with water only
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable

14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check temperature control system for proper operation
18. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
19. After 30 minutes of operation, check the oil, as per manufacturer recommendations
20. Check for unusual noise and vibrations
21. Perform any other tests or checks specific to equipment
22. Check cabinetry hardware and structural integrity of unit
23. Inform customer of any problems found or work needed
24. Complete a chiller log sheet

SCROLL CHILLER – QUARTERLY (3) April-July-October

Check and verify power supply to unit and unit operates

1. Record equipment operating hours
2. Clean the area under and adjacent to the chillers of debris and trash
3. Check condenser coils
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check oil, as per manufacturer recommendations
11. Complete a chiller log sheet

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$17,278.00	$17,797.00	$18,331.00	$18,881.00

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature:_____ **Date: 12-5-2022**

Company: **Gowan/ Garrett**

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

AUTHORIZED SIGNATURE **12-5-2022 DATE**

DEVIATION FORM

Company Name _____**Gowan/ Garrett**_____

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[JDA] **No deviations**

[ ] **Yes deviations**

List any deviations your company is submitting below:

_____**No devastations**_____

_____

_____

_____

_____

_____

_____ _**12-5-2022**_____

Signature of Authorized Representative **Date**

STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

16. NO CASH ADVANCE discount will be considered.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the

reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-957506

Date Filed:
11/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gowan/Garrett Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Splendora Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-23 District Chiller Prevent
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
			496

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is John D Anthony, and my date of birth is 12-29-1964.

My address is 290 Sir Lancelot Dr N, Bay City, Texas, 77414, Matagorda
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TEXAS, on the 16 day of December, 20 22
(month) (year)

SOLIDAD GUTIERREZ
Notary ID #129953512
My Commission Expires
September 11, 2026

Solidad Gutierrez
Signature of authorized agent of contracting business entity
(Declarant)

Splendora Independent School District

Request for Proposal # 22-23 District Chiller Preventative Maintenance and Inspections

To Whom it May Concern,

Thank you for the opportunity to provide a proposal for the care and maintenance of Splendora Independent School District's chillers and chiller related maintenance.

Hunton Services has the safety procedures, people, and processes for efficient and safe chiller plant/HVAC operations because we've been doing this for over 40 years. On staff we have full-time professional engineers, certified energy managers, an HVAC licensee, a plumbing licensee, electricians, mechanical and controls technicians, as well as full project management and administrative support.

Operating and maintaining schools efficiently and properly and in accordance with rigorous reliability-centered maintenance disciplines, and manufacturer's instructions is what we pride our Company on doing best. We look forward to extending the life of Splendora Independent School District' systems and equipment through proper maintenance and diligent documentation.

Sincerely,

Kris Hardin
President & General Manager
Hunton Services
5622 Luce Street
Houston, TX 77087
713-299-3008

Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request For Proposal
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

Please RESPOND on the following not later than December 6th, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: HVAC MECHANICAL SERVICES OF TEXAS LTD

Signature of vendor's authorized representative _____ Date 12/5/2022

Printed Name: Kris Hardin Email: KHardin@huntongroup.com

Phone (713) 580-4642 Fax ( ) N/A

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative KH or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies_____

Is the vendor licensed to do business in the state of Texas? yes___X_____ no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes_X____ no____

Signature below certifies accuracy of answers to all sections on this page.

Signature Kris Hardin

Printed Name Kris Hardin

Company Name Hunton Services

Telephone Number (713-643-8336 Date 12/5/2022

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one ~~(1)~~ year from date of award, unless otherwise specified. 30 days

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

16. NO CASH ADVANCE discount will be considered.

Company Name Hunton Services

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[ ] **No deviations**

[X] **Yes deviations**

List any deviations your company is submitting below:

5) Bid Prices are to remain firm for 30 days from date of award, Unless Otherwise Specified.

Signature of Authorized Representative

12/5/2022
Date

STANDARD TERMS AND CONDITIONS

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

12/5/2022

AUTHORIZED SIGNATURE **DATE**

DEVIATION FORM

16. Check and verify all safety control settings
17. Check temperature control system for proper operation
18. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
19. After 30 minutes of operation, check the oil, as per manufacturer recommendations
20. Check for unusual noise and vibrations
21. Perform any other tests or checks specific to equipment
22. Check cabinetry hardware and structural integrity of unit
23. Inform customer of any problems found or work needed
24. Complete a chiller log sheet

SCROLL CHILLER – QUARTERLY (3) April-July-October

Check and verify power supply to unit and unit operates

1. Record equipment operating hours
2. Clean the area under and adjacent to the chillers of debris and trash
3. Check condenser coils
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check oil, as per manufacturer recommendations
11. Complete a chiller log sheet

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$50,619.72	$53,150.52	$55,808.04	$58,598.40

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature: _____ **Date:** 12/5/2022

Company: Hunton Services

ACKNOWLEDGEMENT FORM

1. Check and verify power supply to unit and unit operates
2. Check condenser coils and clean as required
3. Check crankcase heaters for proper operation
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check the oil, as per manufacturer recommendations
11. Complete a chiller log sheet

CHILLED WATER PUMP – ANNUAL AND QUARTERLY (4) Jan-Mar-July-April

To be performed on all primary and secondary pumps

1. Measure and verify water flow through pump
2. Check and clean any strainers
3. Inspect coupling for condition
4. Check for abnormal operation or vibration
5. Check electrical connections
6. Record voltage and amp readings
7. Lubricate coupling and bearings
8. Check for water leakage and seal condition
9. Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
10. Clean pump, motor, and skid and condensate trays

SCROLL CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser with water only
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation

A. SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as "SISD" is looking to contract its district-wide chiller and chiller-related maintenance and inspections. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP). This RFP intends to partner the district with a single vendor for 4 years that will provide chiller preventive maintenance and service to provide a safe, comfortable environment conducive to the goals and standards set forth by SISD and the SISD board of Trustees.

Chiller Maintenance Specifications:
Locations:
Greenleaf Elementary (1)
Peach Creek Elementary (1)
Pineywood Elementary (2)
Timber Lakes Elementary (2)
Splendora High School (4)

Upon Completion of each service visit, the contractor shall report any issues found to the maintenance director before leaving the site. A full condition report shall be delivered to SISD witing 7 working days. A quote for all major findings shall be provided promptly to the SISD Maintenance Director upon discovery.

SCREW CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. **REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS**
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser per manufacturer recommendations
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
18. After 30 minutes of operation, check the oil, as per manufacturer recommendations
19. Check for unusual noise and vibrations
20. Perform any other tests or checks specific to the equipment
21. Check cabinetry hardware and structural integrity
22. Inform the customer of any problems found before the completion of the inspection visit.
23. Complete an owner equipment inspection report

SCREW CHILLER – QUARTERLY (3) April-July-October

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-960387

Date Filed:
12/01/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Splendora Independent School Districts
Splendora, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Education Agency, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-23
Chiller preventative Maintenace Inspections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Robert McNeale Hunton Trust,	Houston, TX United States	X	
Wallen, Gordon	Houston, TX United States	X	
Jones, Alexandra	Houston, TX United States	X	
Hunton, Victoria	Houston, TX United States	X	
Hunton, Charles	Houston, TX United States	X	
Hunton , Richard	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Angie Sims, and my date of birth is 3.18.74.

My address is 5622 Luce Street, Houston, TX, 77087, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 1 day of December, 20 22.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

SERVICE AGREEMENT

MECHANICAL SERVICES
SCHEDULED MAINTENANCE

December 5, 2022

Authorized Warranty Service
TACLA009290C - MPL38267

Air Conditioning Heating Plumbing Refrigeration Ventilation Controls

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York Air Cooled Chiller 11
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Agreement

HEATING, VENTILATION, and AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE

Hunton Services will provide complete maintenance services for the equipment listed in *Equipment Covered*. All work will be performed during normal working hours unless otherwise indicated in the *Terms and Conditions* section of this agreement.

To accomplish the proper maintenance on the listed equipment, Hunton Services will utilize factory-trained technicians. The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth by the equipment manufacturers.

Agreement performance shall be completed and submitted to the owner or representative after each inspection. Recommendations, if any, will be listed and should be considered to reduce overall operating costs and/or improve equipment performance. Operating instruction will be provided on applicable equipment during schedule inspections.

A. Scope of Services Provided

☒ ***MECHANICAL SERVICES SCHEDULED MAINTENANCE (PM)***

This agreement is for Scheduled Maintenance services to be provided for the equipment referenced herein as identified under “Equipment Covered” below. Scheduled Maintenance coverage provides for annual and maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes 4 inspections per year: 3 scheduled inspections and 1 annual inspection per year. **(Excludes Refrigerant)**

Equipment Covered

==========

Greenleaf Elementary

Coverage Type	Tag	Manufacturer	Model	Serial
PM	CHILLER 1	YORK	YLAA01555E46XCA5OTXAX	26YM015254
PM	PUMP 1	-	-	-

Peach Creek Elementary

Coverage Type	Tag	Manufacturer	Model	Serial
PM	CHILLER 1	CARRIER	30RBD0906H3	1912077440
PM	PUMP 1	-	-	-
PM	PUMP 2	-	-	-

Piney Woods Elementary

Coverage Type	Tag	Manufacturer	Model	Serial
PM	CHILLER 1	TRANE	RTAC2504UR0HUAFNN4T	U08J01213
PM	CHILLER 2	TRANE	RTAC2504UR0HUAFNN4T	U08J01214
PM	PUMP 1	-	-	-
PM	PUMP 2	-	-	-
PM	PUMP 3	-	-	-
PM	PUMP 4	-	-	-

Splendora High School

Coverage Type	Tag	Manufacturer	Model	Serial
PM	CHILLER 1	TRANE	RTAC2004UH0NUAFNN1N	U04B04353
PM	CHILLER 2	TRANE	RTAC2004UH0NUAFNN1N	U04B04352
PM	CHILLER 3	TRANE	RTAC2004UH0NUAFNN1N	U04B04351
PM	CHILLER 4	YORK	YLAA01555E46XCASOTXAX	26YM015254
PM	PUMP 1	-	-	-
PM	PUMP 2	-	-	-
PM	PUMP 3	-	-	-
PM	PUMP 4	-	-	-
PM	PUMP 5	-	-	-
PM	PUMP 6	-	-	-

Timber Lakes Elementary

Coverage Type	Tag	Manufacturer	Model	Serial
PM	CHILLER 1	TRANE	CGAM130F2V	U20B77176
PM	CHILLER 2	TRANE	CGAM130F2V	U20B77177
PM	PUMP 1	-	-	-
PM	PUMP 2	-	-	-
PM	PUMP 3	-	-	-
PM	PUMP 4	-	-	-

Special Instructions

==========

Payment Terms

1. The term of this agreement is for four (4) years. The total price for this agreement is payable in twelve (12) monthly payments per year, per the schedule below, net thirty (30) days from invoice date. Authority is hereby given to furnish additional labor or materials that may be required for items not covered under this agreement. **(Not to exceed $500.00 per service call without customer approval).**

	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Greenleaf Elementary	$493.28	$517.94	$543.84	$571.03
Peach Creek Elementary	$466.88	$490.22	$514.73	$540.47
Piney Woods Elementary	$876.68	$920.51	$966.54	$1,014.86
Splendora High School	$1,753.23	$1,840.89	$1,932.93	$2,029.58
Timber Lakes Elementary	$628.24	$659.65	$692.63	$727.26
Total	**$4,218.31**	**$4,429.21**	**$4,650.67**	**$4,883.20**

2. An additional fee of $1,950 will be required for any payment bonds needed up to $50,000 for the first year of the contract. A quote will be provided separately for any payment bond needed for more than $50,000 or in years 2 through 4 of the contract.
3. The agreement shall become effective upon the date of acceptance by the purchaser or by the seller, whichever is the latter and shall remain in effect for term of contract from such date and shall be deemed to be automatically renewed thereafter for continuous consecutive yearly periods unless this agreement be otherwise terminated or changed by either parties as permitted under the general conditions.

4. All work and services covered by the Agreement will be done during normal working hours between 7:30 AM and 4:00 PM, Monday through Friday, except for legal holidays. Emergency service and repairs are available on 24 hours per day, seven days per week and will be invoiced separately at the preferential service agreement rates.

5. Taxes have not been included in this quote and will be billed **extra** when applicable.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

Submitted by: _____

Cade Skeete, Service / Solution Sales
Hunton Services
5622 Luce Street
Houston, Texas 77087

CUSTOMER ACCEPTANCE

By: _____

Title: _____

Company: _____

Acceptance Date: _____

Start Date: _____

Payment Terms

Billing Information (Please indicate where to send invoices and a contact name)

Company: _____

Attention (Name): _____

Title: _____

Address: _____

City, State, Zip: _____

Special Invoice Instructions? _____

Terms and Conditions

GENERAL:
This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:
Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:
The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:
Unless specifically noted otherwise in the agreement, the following items are <u>not covered</u>:

a) Any repairs or service covered by mechanical insurance.
b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind damage, freezing, wars, vandalism, strikes, force of nature.
d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.
e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.
f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.
g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.
h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.
i) Troubleshooting or repairs to controls communications wiring, unit wiring, or power wiring.
j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear etc.
k) Unless specifically listed, all Variable/Adaptive Frequency Drives (VFDs/AFDs).
l) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.
m) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.
n) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.
o) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.
p) Any parts not available due to obsolescence

Terms and Conditions

LIMITED LIABILITY:
The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:
Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:
The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION: Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:
This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:
Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:
This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

Carrier Air Cooled Chiller Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

☒ Inspect, clean and wipe control panels.
☒ Clean and paint touch-up (original manufacturers color) on compressors.

Refrigerant System

☒ Leak test entire chiller.
☒ Inspect refrigerant filter temperature drop at full load conditions (if applicable).
☒ Inspect liquid line filter temperature drop at full load conditions (if applicable).
☒ Check evaporator refrigerant pressure.
☒ Inspect condenser refrigerant pressure.
☒ Inspect refrigerant charge.
☒ Leak test relief valves and vent piping of relief valves to check for improperly sealed relief valves (if applicable).
☒ Inspect sight glasses (if applicable).
☒ Inspect system superheat and subcooling.

Lubrication System

a. Air-Cooled Unit

☒ Inspect operation of lubrication system.
☒ Inspect oil level in oil separator.
☒ Inspect oil heater operation.

Electrical Systems

☒ Inspect condition of contacts for wear, pitting, etc.
☒ Meg compressor motor and oil pump.
☒ Check-tighten all electrical connections.
☒ Check-tighten oil heater leads.
☒ Inspect electrical components for deficiencies.
☒ Inspect operating and safety controls.
☒ Check-tighten motor leads at motor.
☒ Inspect evaporator heat tape for proper operation (if applicable).

Operating Checks

☒ Inspect starter operation, voltage and current.
☒ Inspect operating and safety controls.
☒ Complete operating log and record settings.
☒ Inspect operation of condenser fans (if applicable).
☒ Inspect condenser fans to insure proper clearance of fan openings (if applicable).
☒ Inspect operation of lubrication system.
☒ Inspect all piping components for leakage and damage.
☒ Inspect set point values in UCM and adjust as required (if applicable).
☒ Inspect condenser coils for dirt and debris (if applicable).

Written Reports (Daily Timesheet)

☒ Provided to customer representative following each regular inspections or emergency call
☒ Report to operator any uncorrected deficiencies noted.

ANNUAL SERVICES

☒ Clean condenser coils with non-acid based detergent 1 time(s) per year**. (Overtime not included)** Additional cleanings will be billed to customer on a T&M basis.

☒ Oil sample and analysis for wear metals, acid content and moisture to be taken 1 time(s) per year**. (Overtime not included)** Additional tests will be billed to customer on a T&M basis.

Carrier Air Cooled Chiller Scope

SCHEDULED MAINTENANCE

☒ Inspect refrigerant filter temperature drop at full load conditions.

☒ Visually inspect oil filter pressure drop indicator (if applicable).

☒ Inspect operating and safety controls.

☒ Inspect operation of loaders and unloaders.

☒ Check and calibrate temperature controller (if applicable).

☒ Inspect operation of lubrication system.

☒ Inspect operation of motor starter.

☒ Check evaporator and condenser pressures.

☒ Inspect unit for proper refrigerant charge.

☒ Check for proper oil level.

☒ Inspect operation of condenser fans (if applicable).

☒ Report to operator any uncorrected deficiencies noted.

☒ Complete operating log of temperatures, pressures, voltages and amperages.

Trane RTAC Chiller Scope

This scope describes the scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- ☒ Complete operating logs before and after annual.
- ☒ Inspect, clean and wipe control panels.
- ☒ Clean and paint touch-up (original manufacturers color) on compressors.
- ☒ Clean pad underneath and around chiller.
- ☒ Perform chiller refrigerant leak check using soap or an electronic leak detector.
- ☒ Check the oil level while unit is off. Routine changing of oil is not required. Oil level should be measured from bottom of separator with a 1" minus for bottom plate allowance.
- ☒ Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display.
- ☒ Verify that compressor oil sump heaters are connected tightly and operational.
- ☒ Check the electronic expansion valve sight glasses. ***Important:*** *A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures. Subcooling should never be less than 4 degrees F.*
- ☒ Inspect all piping components for leaks and damage.
- ☒ Inspect and calibrate safety controls.
- ☒ Meg compressor motor and record data.
- ☒ Manually rotate the condenser fans to ensure that there is proper clearance on the fan shroud openings. Inspect the entire system for unusual conditions.
- ☒ Check operation of condenser fan(s).
- ☒ Check-tighten control panel terminals.
- ☒ Check refrigerant filter temp gradient. *Note: If the temp downstream is 8 degrees or more, quote to replace filter.*
- ☒ Provided to customer representative daily updates on progress.
- ☒ Report any deficiencies.
- ☒ Provide operating logs to customer and office.

ADDITIONAL ANNUAL SERVICES

- ☒ Water wash coils 1 time(s) per year. **(Overtime not included)** Additional cleaning will be billed to customer on a T&M basis
- ☒ Oil analysis for acid content and moisture. Samples to be taken 1 time(s) per year. **(Overtime not included)** Additional samples will be billed to customer on a T&M basis. Use Trane Oil Testing Kit KIT06815 only for testing lubricating oil.

SCHEDULED MAINTENANCE

- ☒ Verify that compressor oil sump heaters are connected.
- ☒ Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display. Pressures are referenced at sea level (14.6960 psia).
- ☒ Check the electronic expansion valve sight glasses. ***Important: A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures.***
- ☒ Visual inspection of condenser coils.
- ☒ Report any deficiencies.
- ☒ Provide operating logs to customer and office.

York YCAS/ YCAV/ YCIV/ YVAA/ Air Cooled Chiller Scope

This scope describes the scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

☒ Inspect, clean and wipe control panels.
☒ Clean and paint touch-up (original manufacturers color)

Refrigerant System

☒ Leak test chiller.
☒ Leak test system relief valves and vent piping.
☒ Inspect sight glasses.

Lubrication System

☒ Inspect oil level in oil separator.
☒ Inspect oil heater operation.

Electrical Systems

☒ Inspect condition of contacts for wear, pitting, etc.
☒ Meg compressor and pump motor.
☒ Check-tighten all electrical connections.
☒ Inspect electrical components for deficiencies.
☒ Inspect operating and safety controls.
☒ Inspect evaporator heat tape for proper operation
☒ Inspect condenser fan deck.

Operating Checks

☒ Check chiller refrigerant pressures.
☒ Inspect system superheat and subcooling.
☒ Inspect refrigerant filters temperature drop at full load conditions.
☒ Inspect operation of lubrication system.
☒ Inspect starter operation, voltage and current.
☒ Inspect operating and safety controls.
☒ Inspect operation of condenser fans.
☒ Inspect all piping components for leakage and damage.
☒ Inspect Controller setpoints and software updates. adjust as required (if applicable).
☒ Inspect condenser coils for dirt and debris (if applicable).
☒ Provided to customer representative daily updates on progress.
☒ Report any deficiencies.
☒ Provide operating logs to customer and office.

ADDITIONAL ANNUAL SERVICES

☒ Clean tube and fin coils with approved detergent and water. Microchannel coils: Clean coils with water and an approved spray wand. 1 time(s) per year. **(Overtime not included)** Additional cleanings will be billed to customer on a T&M basis.

☒ Oil analysis for acid content and moisture. Samples to be taken 1 time(s) per year. **(Overtime not included)** Additional samples will be billed to customer on a T&M basis.

SCHEDULED MAINTENANCE

☒ Check refrigerant filter temperature drop at full load conditions.
☒ Provide operating logs to customer and office.

☒ Inspect operation of motor starter.

☒ Inspect operation of condenser fans

☒ Report issues noted.

Pump Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL & SCHEDULED MAINTENANCE

- ☒ Lubricate pump bearings per manufacturer's recommendations.
- ☒ Lubricate motor bearings per manufacturer's recommendations.
- ☒ Tighten all nuts and bolts. Inspect motor mounts and vibration pads.
- ☒ Visually inspect pump alignment and coupling.
- ☒ Inspect motor operating conditions.
- ☒ Inspect electrical connections and conductors.
- ☒ Inspect operation of isolation valves.
- ☒ Visually Inspect mechanical seals or pump packing.
- ☒ Measure and record pump pressures.
- ☒ Remove and clean pump strainers. (Isolation valves must be in place and operational)
- ☒ Check for abnormal operation or vibration.
- ☒ Inspect motor voltage and amperage.
- ☒ Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
- ☒ Clean pump, motor, skid, and condensate trays.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-960387

Date Filed:
12/01/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Splendora Independent School Districts
Splendora, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Education Agency, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-23
Chiller preventative Maintenace Inspections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Robert McNeale Hunton Trust,	Houston, TX United States	X	
Wallen, Gordon	Houston, TX United States	X	
Jones, Alexandra	Houston, TX United States	X	
Hunton, Victoria	Houston, TX United States	X	
Hunton, Charles	Houston, TX United States	X	
Hunton , Richard	Houston, TX United States	X	

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5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Angie Sims, and my date of birth is 8.18.74.

My address is 5622 Luce Street, Houston, TX, 77087, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 1 day of December, 20 22.
(month) (year)

A Sims

Signature of authorized agent of contracting business entity
(Declarant)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HVAC MECHANICAL SERVICES OF TEXAS LTD

2 Business name/disregarded entity name, if different from above

HUNTON SERVICES

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10555 WESTPARK DR

6 City, state, and ZIP code

HOUSTON TX 77042

Requester's name and address (optional)

REMIT TO: DEPT HOU1121
PO BOX 650998
DALLAS TX 75265-0998

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	6	–	0	6	4	1	6	9	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Eric Mansfield **Date ▶** 11/30/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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Client#: 1767835 HUNTOGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Victoria Kidwiler	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: Victoria.Kidwiler@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Hunton Group 10555 Westpark Dr Houston, TX 77042	INSURER A : Liberty Mutual Fire Insurance Company	23035
	INSURER B : Steadfast Insurance Company	26387
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Liberty Insurance Corporation	42404
	INSURER E : LM Insurance Corporation	33600
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded: $0 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			TB2Z91475332022	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS5Z91475332012	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10,000			TH7Z91475332032	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002058920	12/31/2022	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability			AEC131353500	12/31/2022	12/31/2023	Each Occ$ 10,000,000 Aggregate$ 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: The Hunton Group; HTI Inc. dba Hunton Trane; HVAC Mechanical Services of Texas, Ltd dba Hunton Trane Services; HTI, Inc. dba Hunton Specialty Products; Hunton Distribution Group; Convergentz Building Systems, LLC; Hunton Family VII A, LLC; Medical Air Devices, Ltd.; and Fortune Energy Partners, Ltd.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Splendora ISD 23419 FM2090 Splendora, TX 77372	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 528

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DESCRIPTIONS (Continued from Page 1)

The General Liability and Auto Liability policy(s) contain a blanket Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract or agreement between the Named Insured and the Certificate Holder that requires such status.

The General Liability, Auto Liability and Workers Compensation policy(s) contain a blanket Waiver of Subrogation in favor of the Certificate Holder only when there is a written contract or agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on behalf of the Named Insured.

The General Liability and Auto Liability policy(s) contain a special endorsement with Primary and Non Contributory wording, as required by written contract.

The Excess Liability policy is follow form over the General Liability, Auto Liability and Workers Compensation policy(s).

Certificate Holder is named as an Additional Insured to the General Liability and Auto Liability when required by written contract.

TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
HUNTON, RICHARD OLIVER HVAC MECHANICAL SERVICES OF TEXAS LTD County: HARRIS DBAs: 1. HUNTON SERVICES & ASSUMED NAMES 2. HVAC MECHANICAL SERVICES OF TEXAS LTD	**Air Conditioning/Refrigeration Contractor** License #: TACLA00009290C Expiration Date: 12/02/2023 Type: AC License Status: Active

Search Again | Back

SCOPE OF CAPABILITIES

Hunton Services

BUILDING AUTOMATION SYSTEMS
- Open Protocol, Web-Based Systems
- Turnkey Retrofits
- Trane Tridium Distech
- Variable Frequency Drives (VFD)
- Software Programming
- Retro Commissioning

HUNTON SMART SERVICES
- Building Analytics with Ongoing Commissioning
- Energy Conservation Measures (ECM)
- Software Maintenance Plans
- Live Remote Inspections
- Building Performance/Data Comparison Over Time
- Remote Support & Troubleshooting

ENERGY SERVICES
- Operational & Efficiency Assessments
- Recommissioning & Optimization
- Ongoing Commissioning
- Turnkey Retrofits
  *HVAC Controls
  *Lighting & Controls
  *BAS Integration
  *Water Efficiency
- Measurement, Verification & Sustainability
- CenterPoint® Retro Commissioning Agent

ENGINEERED & FABRICATED PRODUCTS
- Explosion Proofing Class I, Division II
  *Division I for All Air Handling Equipment
- Weatherproofing
- Structural Skids & Protective Coatings
- Custom Air Handling Systems & Pressurization
- Packaged Central Plants
- Packaging for Rental Equipment

INDOOR ENVIRONMENTAL SOLUTIONS
- Filter Changeouts
- Air Filtration Maintenance
- Robotic Internal Air Duct Inspection
- Air Duct Cleaning & Sanitation
- Ultraviolet Lighting
- Photo-Catalytic Filtration
- Dust Collection & Exhaust
- Chemical-Free, Steam Coil Cleaning



INDUSTRIAL SERVICES
- Unitary HVAC Comfort Cooling
- Absorption Chillers
- Ammonia & Propane Refrigeration Units (Chillers & Skids)
- Centrifugal Scroll & Screw Chillers
- Compound & Cascade Systems
- Multi-Stage Centrifugal Systems (Nominal & Low Pressure)
- Cooling Tower Maintenance & Repairs
- Vibration & Eddy Current Testing
- Refrigerant Recovery, Recycling, Reclamation & Disposal

RENTAL SERVICES
- Chillers
- AC Units with Electric Heat
- Portable AC Units
- Air Handlers
- Cooling Towers
- Generators
- Heaters
- Dehumidifiers
- Air Compressors
- Spot Coolers
- Transformers, Pumps, Flexible Ducts & Hoses
- Emergency Services & Contingency Planning

PLUMBING SERVICES
- New Installation
- Routine Maintenance
- Line Replacement
- Major/Minor Repairs
- Turnkey Buildouts
- Jetting
- Backflow Preventors Inspection
- Sewer Stoppage
- Water Heaters & Repairs
- Water Leaks & Repairs

SCOPE OF CAPABILITIES

Hunton Services

AIR & WATER-COOLED CHILLERS
- Routine Maintenance
- Turnkey Replacements
- Major/Minor Repairs
- Vibration & Oil Analysis
- Eddy Current Testing
- Controls
- Routine Operations Log
- Annual Stop Inspection
- Coil Cleaning
- Tube Brushing
- Rentals

AIR HANDLERS
- Routine Maintenance
- Turnkey Refurbishment & Replacements
- Turnkey Retrofits
- Major/Minor Repairs
- Alignment & Vibration Analysis
- Annual Stop Inspection
- Coil Cleaning
- Drain Line & P-Trap Maintenance
- Annual Pressure Washing
- Rentals

AIR DISTRIBUTION
- Variable Air Volume Maintenance
- All Air Handler Types R & M
- Fan Coil Repairs & Maintenance
- Laboratory Fume Hoods
- Spot Coolers
- AHU Retrofits with ECM Fan Arrays
- Rentals

ELECTRICAL
- New Installation
- Maintenance
- Infrared Scanning
- Service Work
- Troubleshooting
- Power Quality Issues
- Power Factor Correction
- Sub-Metering

PUMPS & VALVES
- Routine Maintenance
- Turnkey Retrofits
- Major/Minor Repairs
- Vibration Analysis
- Controls
- Annual Stop Inspection
- Alignment
- Cleaning
- Rentals

REFRIGERATION
- Ice Machines
- Freezers
- Coolers

BOILERS
- New Installation
- Maintenance
- Major/Minor Repairs
- Controls
- Rentals

COOLING TOWERS
- Routine Maintenance
- Turnkey Retrofits
- Major/Minor Repairs
- Vibration Analysis
- Controls
- Annual Stop Inspection
- Alignment
- Cleaning
- Rentals

FACTS ABOUT US:

Fully Insured & Licensed:
TACLA009290C
MPL 38267

$10 Million Bonding Capacity

Over 200 Employees Including 130 Certified Service Technicians

Multiple Financing Sources

Full-Time Safety Team

Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request For Proposal
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

Please RESPOND on the following not later than December 6th, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: Letsos Company

Signature of vendor's authorized representative James Gray Date 12-2-2022

Printed Name James Gray Email jgray@letsos.com

Phone (281) 881-0027 cell Fax (713) 972-7880
713-783-3200

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative JG or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies_____

Is the vendor licensed to do business in the state of Texas? yes ✓ no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes ✓ no____

Signature below certifies accuracy of answers to all sections on this page.

Signature James Gray

Printed Name James Gray

Company Name Letsos Company

Telephone Number (281) 881-0027 cell

713-783-3200 office

Date 12-2-2022

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

SCOPE OF WORK:

A. SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as "SISD" is looking to contract its district-wide chiller and chiller-related maintenance and inspections. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP). This RFP intends to partner the district with a single vendor for 4 years that will provide chiller preventive maintenance and service to provide a safe, comfortable environment conducive to the goals and standards set forth by SISD and the SISD board of Trustees.

Chiller Maintenance Specifications:
Locations:
Greenleaf Elementary (1)
Peach Creek Elementary (1)
Pineywood Elementary (2)
Timber Lakes Elementary (2)
Splendora High School (4)

Upon Completion of each service visit, the contractor shall report any issues found to the maintenance director before leaving the site. A full condition report shall be delivered to SISD witing 7 working days. A quote for all major findings shall be provided promptly to the SISD Maintenance Director upon discovery.

SCREW CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. **REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS**
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser per manufacturer recommendations
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
18. After 30 minutes of operation, check the oil, as per manufacturer recommendations
19. Check for unusual noise and vibrations
20. Perform any other tests or checks specific to the equipment
21. Check cabinetry hardware and structural integrity
22. Inform the customer of any problems found before the completion of the inspection visit.
23. Complete an owner equipment inspection report

SCREW CHILLER – QUARTERLY (3) April-July-October

1. Check and verify power supply to unit and unit operates
2. Check condenser coils and clean as required
3. Check crankcase heaters for proper operation
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check the oil, as per manufacturer recommendations
11. Complete a chiller log sheet

CHILLED WATER PUMP – ANNUAL AND QUARTERLY (4) Jan-Mar-July-April

To be performed on all primary and secondary pumps

1. Measure and verify water flow through pump
2. Check and clean any strainers
3. Inspect coupling for condition
4. Check for abnormal operation or vibration
5. Check electrical connections
6. Record voltage and amp readings
7. Lubricate coupling and bearings
8. Check for water leakage and seal condition
9. Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
10. Clean pump, motor, and skid and condensate trays

SCROLL CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser with water only
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation

16. Check and verify all safety control settings
17. Check temperature control system for proper operation
18. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
19. After 30 minutes of operation, check the oil, as per manufacturer recommendations
20. Check for unusual noise and vibrations
21. Perform any other tests or checks specific to equipment
22. Check cabinetry hardware and structural integrity of unit
23. Inform customer of any problems found or work needed
24. Complete a chiller log sheet

SCROLL CHILLER – QUARTERLY (3) April-July-October

Check and verify power supply to unit and unit operates

1. Record equipment operating hours
2. Clean the area under and adjacent to the chillers of debris and trash
3. Check condenser coils
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check oil, as per manufacturer recommendations
11. Complete a chiller log sheet

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$28,510.00	$29,365.30	$30,246.26	$31,153.65

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature: James Gray **Date:** 12-5-2022

Company: Letsos Company

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

Jana Arag 12-2-2022

AUTHORIZED SIGNATURE **DATE**

DEVIATION FORM

Company Name Letsos Company

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[✓] **No deviations**

[ ] **Yes deviations**

List any deviations your company is submitting below:

_____

_____

_____

_____

_____

_____

_____ 12-2-2022

Signature of Authorized Representative **Date**

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. **BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org**

2. **NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.**

3. **LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.**

4. **BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.**

5. **BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.**

6. **BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.**

7. **SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.**

8. **DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.**

9. **REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.**

10. **ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.**

11. **RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.**

12. **REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.**

13. **WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.**

14. **TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.**

15. **SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.**

16. **NO CASH ADVANCE discount will be considered.**

TDIndustries

At the Heart of Your Building

PROPOSAL #22-23

December 6, 2022

DISTRICT CHILLER PREVENTIVE MAINTENANCE AND INSPECTIONS



SPLENDORA INDEPENDENT SCHOOL DISTRICT

TDIndustries
925 Derrington Rd.
Houston TX 77064

Submitted by:
April Garza
(832) 309-8649
April.Garza@TDIndustires.com

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INTRODUCTION



COMPANY OVERVIEW

TD is an employee-owned corporation established in 1946 in a small warehouse in downtown Dallas, Texas, and is a top-ranked facilities services company for more than 76 years. We deliver a comprehensive approach across the entire life-cycle of a facility from design-build engineering and construction to service and maintenance to on-site facility management.



Our full systems mechanical service and facilities maintenance group has 800 electrical, HVAC, refrigeration, plumbing and controls technicians on call, 24 hours a day, 7 days per week. TD's Call Center is staffed with a live person 24/7 to handle all services coordination and emergency responses.

COMPANY INFORMATION

TEXAS
Abilene | Amarillo | Austin
Dallas | Forney | Fort Worth
Lubbock | Midland
Richardson| San Angelo
San Antonio

ARIZONA
Phoenix | Tucson

COLORADO
Denver

TD BY THE NUMBERS

Total Employees: 3,000+

Years in Business: 76 years

Revenue 2021: $667 million

Offerings:

- Facilities Management
- Automation and Controls
- Service and Maintenance
- Energy Solutions
- Process Solutions
- Mechanical Construction

TD SERVICE AND MAINTENANCE

Core Offerings:

- Maintenance
- HVAC/R Service
- Electrical Service
- Plumbing Service
- Mechanical Service
- BAS Controls
- Fire-Life Safety
- Indoor Air Quality
- Energy Solutions

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Splendora Independent School District

Purchasing and Warehouse Department
26259 FM 2090, Splendora, Texas 77372
281-689-4351 • Fax 281-689-3693

Request For Proposal
Proposal #22-23 District Chiller Preventive Maintenance and Inspections

Please RESPOND on the following not later than December 6th, @ 10:00 am
Proposals received after this time and date will not be accepted.
Deliver Proposal documents to:

Darla Baker, Director of Purchasing
Splendora ISD
23419 FM 2090
Splendora, Texas 77372
Or via email dbaker@splendoraisd.org

Any submissions of information or documents to Splendora ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise notified in writing and responds to the vendor in writing receiving said notice.
In determining the award of contracts, the District shall consider factors in accordance with Texas Education Code.

DISTRICT TERMS

- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a bid, or advertise for new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best value.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any negotiated agreement may violate these laws, ordinances, and policies.

The right is reserved to accept or reject bids or proposals on each item separately or as a whole.
Splendora Independent School District

By:

Darla Baker, Director of Purchasing

Vendor legal name: TDIndustries, Inc.

Signature of vendor's authorized representative DocuSigned by: [signature] 85AC574BB17A424... Date 12/06/2022

Printed Name Mary Kobe Email Mary.Kobe@TDIndustries.com

Phone (972) 888-9586 Fax (972) 888-9507

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

A) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to another Bidder, Competitor or potential Competitor;

C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

Texas Education Code Section 44.034.
Notification of Criminal History of Contractor

A) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative ✓ or see attached information_____

B) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

C) This section does not apply to a publicly held corporation. Initial if (c) applies_____

Is the vendor licensed to do business in the state of Texas? yes ✓ no_____

If awarded under this Proposal , the vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services for Splendora ISD.

yes ✓ no____

Signature below certifies accuracy of answers to all sections on this page.

Signature DocuSigned by: [signature] 85AC574BB17A424...

Printed Name Mary Kobe

Company Name TDIndustries, Inc.

Telephone Number (972) 888-9586 Date 12/06/2022

DocuSign Envelope ID: 72547A86-450A-445F-9C64-0E08438B2D23

CONFLICT OF INTEREST

Effective May 25, 2007, Section 176.006, Local Government Code requires that persons or agents who enter or seek to enter into a contract with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ), if they have an employment or other business relationship with an officer or family member of an officer of the entity or have given the officer or family member gifts in excess of $250 aggregated over a twelve-month period. Failure to disclose this information is a Class C misdemeanor. This requirement will be addressed in all requests for bids or proposals, but vendors doing business with the district by purchase orders must also complete this form.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Non-Smoking:
Effective July 1, 1992, the Splendora Independent School District will be a smoke-free institution. State law prohibits smoking on any publicly owned school property. Vendors, their agents, subcontractors, or anyone providing service for, or representing same in any capacity, are responsible to ensure all such employees, personnel, or representatives entering onto SISD are aware of, and abide by this regulation, and vendors, whether under contract or not, are liable for same, jointly and separately, for all such representatives.

Franchise Tax:
" In keeping with House Bill 175, 70th Legislature, Regular Session 1989, respondent certifies, by signature hereon, that he is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, "Tax Code", is exempt from the payment of the franchise tax, or in an out-of-state corporation not subject to Texas Franchise Tax. Respondent further certifies that any false statement regarding corporate franchise tax status will be treated as a material breach of contract and may be grounds for contract cancellation at the option of SISD."

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

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Period of Contract.

July 1, 2023, through June 31, 2027 (four years)

Start of Service to begin

July 1, 2023.

Invoices.

Payment is made for service rendered. 12 equal monthly billings are required.

Map of District available at: www.splendoraisd.org

All litigation resulting from the service contract awarded from this Proposal will have a venue in Montgomery, County, Texas and the laws of the State of Texas will control.

INSURANCE

Vendor must submit proposed insurance coverage to be in place during the performance of the contracted work that will flow from this proposal upon award. The vendor must provide, at a minimum, coverage for Commercial General Liability Insurance, Workers Compensation Insurance at statutory limits, and Commercial Automobile Liability Insurance. District will expect that before commencing work and within 10 working days of the executed contract, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to **SISD** for Workman's Compensation, General Liability, and Automobile.

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EVALUATION CRITERIA

Splendora ISD will use the following criteria when evaluating the proposal.

(1) pricing structure and fees;			**80**
(2) the reputation of the vendor and of the vendor's goods or services;			**2.5**
(3) the quality of the vendor's goods or services;			**5**
(4) the extent to which the goods or services meet the district's needs;			**5**
(5) the vendor's past relationship with the district;			**2.5**
(6) the total long-term cost to the district to acquire the vendor's goods or services;			**2.5**
(7) whether the vendor or the vendor's ultimate parent company or majority owner: **(A) has its principal place of business in this state; or** **(B) employs at least 500 persons in this state; and**			**2.5**
Total Points			**100**

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SCOPE OF WORK:

A. SCOPE OF WORK:

The Splendora Independent School District, hereinafter referred to as “SISD” is looking to contract its district-wide chiller and chiller-related maintenance and inspections. SISD is accepting proposals for this service per the requirements outlined in this Request for Proposal. (RFP). This RFP intends to partner the district with a single vendor for 4 years that will provide chiller preventive maintenance and service to provide a safe, comfortable environment conducive to the goals and standards set forth by SISD and the SISD board of Trustees.

Chiller Maintenance Specifications:
Locations:
Greenleaf Elementary (1)
Peach Creek Elementary (1)
Pineywood Elementary (2)
Timber Lakes Elementary (2)
Splendora High School (4)

Upon Completion of each service visit, the contractor shall report any issues found to the maintenance director before leaving the site. A full condition report shall be delivered to SISD witing 7 working days. A quote for all major findings shall be provided promptly to the SISD Maintenance Director upon discovery.

SCREW CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. **REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS**
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser per manufacturer recommendations
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable
14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
18. After 30 minutes of operation, check the oil, as per manufacturer recommendations
19. Check for unusual noise and vibrations
20. Perform any other tests or checks specific to the equipment
21. Check cabinetry hardware and structural integrity
22. Inform the customer of any problems found before the completion of the inspection visit.
23. Complete an owner equipment inspection report

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SCREW CHILLER – QUARTERLY (3) April-July-October

1. Check and verify power supply to unit and unit operates
2. Check condenser coils and clean as required
3. Check crankcase heaters for proper operation
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check the oil, as per manufacturer recommendations
11. Complete a chiller log sheet

CHILLED WATER PUMP – ANNUAL AND QUARTERLY (4) Jan-Mar-July-April

To be performed on all primary and secondary pumps

1. Measure and verify water flow through pump
2. Check and clean any strainers
3. Inspect coupling for condition
4. Check for abnormal operation or vibration
5. Check electrical connections
6. Record voltage and amp readings
7. Lubricate coupling and bearings
8. Check for water leakage and seal condition
9. Check VFD for faults and proper operation including fans and clean/blow out heat sinks/cooling fans.
10. Clean pump, motor, and skid and condensate trays

SCROLL CHILLER ANNUAL (1) (December-January)

1. Check and verify power supply to unit and unit operates
2. Record equipment operating hours
3. Check and tighten all electrical connections and inspect relays and contactors
4. Visual check for, refrigerant, oil, and water leaks. Check for refrigerant leaks with an electronic leak detector
5. REMOVE OIL SAMPLES TO SEND IN FOR ANALYSIS
6. Secure any loose tubing and wiring to protect from chafing
7. Megger all motors, as per manufacture
8. Check and clean condenser with water only
9. Check crankcase and barrel heaters for proper operation
10. Check and verify compressor volts and amps
11. Check and verify condenser fan motor volts /amps and rotation, if applicable
12. Measure and verify water flow through the evaporator / Delta T
13. Measure and verify water flow through the condenser, where applicable

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14. Measure and verify condenser and evaporator pressures, as required
15. Check all operating and capacity controls for proper operation
16. Check and verify all safety control settings
17. Check temperature control system for proper operation
18. Check refrigerant condition, moisture indicator, and sight glass. Check refrigerant charge
19. After 30 minutes of operation, check the oil, as per manufacturer recommendations
20. Check for unusual noise and vibrations
21. Perform any other tests or checks specific to equipment
22. Check cabinetry hardware and structural integrity of unit
23. Inform customer of any problems found or work needed
24. Complete a chiller log sheet

SCROLL CHILLER – QUARTERLY (3) April-July-October

Check and verify power supply to unit and unit operates

1. Record equipment operating hours
2. Clean the area under and adjacent to the chillers of debris and trash
3. Check condenser coils
4. Visually check for oil, refrigerant, and water leaks
5. Measure and verify water flow through the evaporator / Delta T
6. Measure and verify condenser and evaporator pressures, as required
7. Check all operating and capacity controls for proper operation
8. Check all chiller pressure/temperature readings
9. Check temperature control system for proper operation
10. After 30 minutes of operation, check oil, as per manufacturer recommendations
11. Complete a chiller log sheet

Base Pricing Summary	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Base Service Costs	$ 28,856	$ 29,728	$ 30,616	$ 31,540

The undersigned hereby agrees to fully perform the work within the time stated and strict accordance with the requirements and specifications of this proposal.

Signature: DocuSigned by: 85AC374BB17A424... **Date:** 12/06/2022

Company: TDIndustries, Inc.

DocuSign Envelope ID: 72547A86-450A-445F-9C64-0E08438B2D23

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Splendora ISD Bid Form at the proposed specifications.

By submission of this bid, the undersigned certifies that:

1. **This bid has been independently arrived at without collusion with any other bidder or any other competitor.**

1. **This bid has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids or proposals for this project.**

1. **No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.**

1. **The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.**

1. **Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid. For violation or breach of this warranty, Splendora ISD shall have the right to annul this contract without liability.**

1. **As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at www.splendoraisd.org or can be obtained directly from the Splendora ISD Purchasing Office at 26259 FM 2090, Splendora, TX 77372.**

1. **The undersigned certifies that to his/her knowledge no Splendora ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.**

1. **The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district will be an integral part of any contract awarded as a result of the response submitted.**

DocuSigned by:
85AC574BB17A424...

12/06/2022

AUTHORIZED SIGNATURE **DATE**

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DEVIATION FORM

Company Name TDIndustries, Inc.

If the undersigned bidder intends to deviate from the Specifications listed in this proposal invitation, all such deviations must be listed on this page. The district will consider any deviations in its proposal award decisions and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the district of their full compliance with the Specifications and Conditions and all other information contained in this proposal invitation.

This form must be signed by each vendor whether there are deviations listed or not and submitted with this proposal.

[✓] No deviations

[ ] Yes deviations

List any deviations your company is submitting below:

DocuSigned by:
95AC674BB17A424...

Signature of Authorized Representative

12/06/2022

Date

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1. BIDS,, ARE TO BE DELIVERED TO SPLENDORA ISD, 23419 FM2090, SPLENDORA, TX 77372 IN A SEALED ENVELOPE, WITH THE BID NAME AND DUE DATE DISPLAYED ON THE OUTSIDE. Splendora ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.Bids are also accepted via email to dbaker@splendoraisd.org

2. NO BID: Bidders may opt to send a NO BID response back to Splendora ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

3. LATE BIDS will not be accepted or considered. Late bids will be returned to vendors unopened. Splendora ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Office shall be the official time of receipt. (if due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of the bid.

5. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

6. BID MUST COMPLY with all federal, state, county, and local laws concerning goods and services.

7. SAMPLES, if applicable or when requested, shall be furnished at no cost to Splendora ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Splendora ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

8. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice.

9. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.

10. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

11. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

12. REFERENCES: Splendora ISD may request bidders to supply, with this bid, a list of references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name and title of representative.

13. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Splendora ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in the vendor being placed on inactive vendor list.

14. TO EXPEDITE EVALUATION, BIDS must be submitted on Splendora ISD forms; although additional information may be attached for evaluation purposes.

15. SALES TAX: Splendora ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

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16. NO CASH ADVANCE discount will be considered.

17. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.

18. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider the following factors:
(1) Purchase price
(2) Reputation of the vendor and of the vendor's goods or services
(3) Quality of the vendor's goods or services
(4) Extent to which the goods or services meet the District's needs
(5) Vendor's past relationship with the district
(6) Long-term cost to the district to acquire the vendor's goods or services
(7) Any other relevant factor as listed in the project documents

19. BID AWARD: Splendora ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.

20. PLEASE BID on each item separately. Provide unit prices on quantity specified. (if applicable)

21. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Splendora ISD.

22. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

23. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Splendora ISD.

24. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submission of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

25. ADDENDA: Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Addenda will be mailed to all who are known to have received a copy of this bid. Addenda will also be posted on the Splendora I.S.D. Purchasing website.

26. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Splendora ISD.

27. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Splendora ISD and all its officers and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful bidder, or of any agent or employee, in the execution of any contract which may result from bid award.

28. CONTRACT: This bid, when properly accepted by Splendora ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Splendora ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

29. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
A. Splendora ISD reserves the right to review the performance of vendor at all times.
B. Splendora ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Splendora ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Splendora ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

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30. SPLENDORA ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

31. TERMINATION FOR DEFAULT: Splendora ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Splendora ISD in the event of breach or default of this contract. Splendora ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
A. Meet schedules;
B. Default in the payment of any fees;
C. Otherwise perform in accordance with these specifications.

32. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Splendora ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Splendora ISD, Splendora ISD may on ten (10) days notice terminate this Agreement

33. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Splendora ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Splendora ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

34. BIDDER, IN SUBMITTING THIS BID, agrees that Splendora ISD shall not be liable to prosecution for damages in the event that Splendora ISD declares the bidder in default.

35. GRACE PERIOD: Splendora ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

36. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid.

37. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Splendora ISD.

38. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

39. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Splendora ISD website at www.splendoraisd.org.

40. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SPLENDORA ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.

41. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

42. Payment Bonds: We are required to have Payment bonds from said Contractors that have a Contract of $25,000.00 or more and a Performance Bond on all Contracts of $100,000.00 or more!

43. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO Darla Baker, Director of Purchasing @ 281-689-4351 or email to dbaker@splendoraisd.org

NOTE: Splendora ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

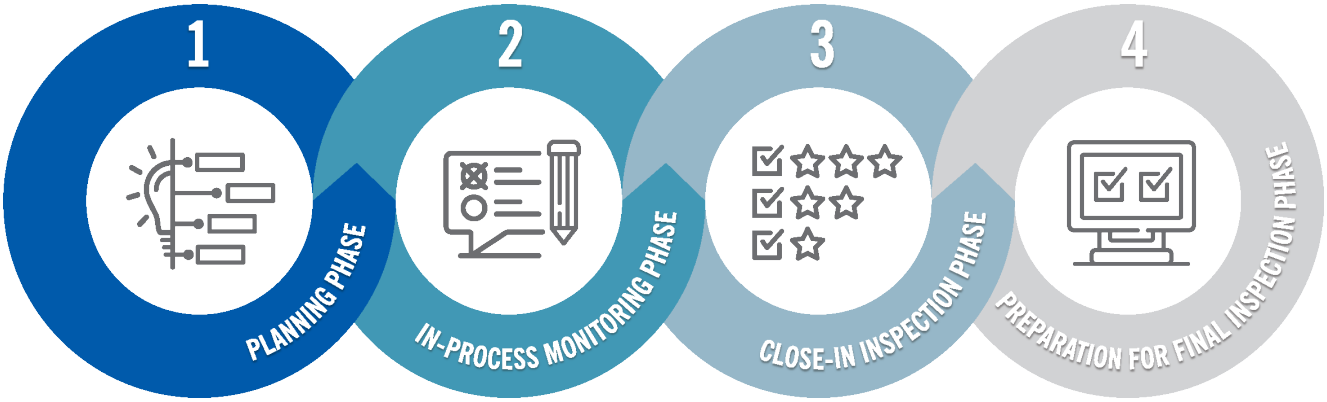
QUALITY OF TD'S GOODS OR SERVICES

As an employee-owned company, we are committed to fostering a spirit of pride that stimulates our creativity, powers our initiative, perfects our performance and strengthens our already strong sense of responsibility. While specific individuals have assigned tasks toward quality assurance and quality control on a project, ultimately it is the responsibility of all TD Partners involved.

TDIndustries can provide a project-specific Quality Assurance Plan to define and communicate the processes, tools and lessons learned of carrying out a construction project from the beginning of a substantial lead to the turning over control of a site to the Owner.

This plan is a living document that will mold itself to the project requirements and can also adjust to any changing of the project to assure the achievement of project quality objectives.

TD'S QUALITY ASSURANCE PROCESS



COMPLIANCE REVIEW

Review of project, methods and activities to meet all specifications.

Project Planning Sessions to set goals, review project drawings, specs and QC plan prior to installation. Process to be documented for entire team.

Procurement: Ensures all materials, equipment and trade partners are verified, documented and follows all compliance.

IN HOUSE PROCESS

Includes continual visual and physical examination of work in place.

Checklist to include:

- Equipment verifications.
- System pressure testing.
- Rough-in inspections
- Self-work completion.
- Issues documentation and closure in BIM360.

CLOSE-IN INSPECTION

Verify completion of work prior to scheduled inspection dates.

IN HOUSE INSPECTION

Preparation for Final Inspection to verify equipment readiness.

Checklist to include:

- Final inspection with client will illustrate work is complete and ready for acceptance. Includes photographs of the condition and completed records.
- Final turnover.

LIFE-CYCLE OFFERINGS

While TDIndustries possesses excellence and strength in many areas, there's one thing that sets us apart from our competitors: our employees. As an employee-owned company, TD's professionals are responsible, dedicated Partners, not just employees. All employees are encouraged to take 32 hours of training annually to stay up-to-date on the latest industry best practices. Our corporate culture is based upon the Servant Leader philosophy, which means we do everything with your best interest in mind.

TDINDUSTRIES LIFE-CYCLE OFFERINGS

Unlike most mechanical contractors, TDIndustries also offers full service facilities maintenance and demand-service. By being a life-cycle mechanical contractor, we are able to offer our customers a "one-stop shop" solution. Besides our diverse business offerings we have and continue to manage and operate some of the highest profile mission critical facilities in Texas including Texas Instruments, CPS Energy, American Airlines HQ and multiple community college campuses. We understand the unique requirements of critical operating systems throughout the entire life-cycle of a building.



ON-SITE FACILITY MANAGEMENT SERVICES

Take advantage of TD's full business offerings including HVAC, electrical/lighting, plumbing, fire/life safety, central utility plant management, janitorial and landscaping services. Not only do owners benefit from full-time facilities management, but they can also leverage our Service/Maintenance and Construction groups for specialized projects or renovations, coordinated by their on-site Facility Manager. Our unmatched resources and capabilities keep owners' facilities running with as little downtime as possible.

TRUCK-BASED SERVICE/MAINTENANCE

We offer our customers many planned maintenance solutions to ensure their facilities run as smoothly as possible, including component replacement and inspections, as well as emergency services. And we offer assistance with capital asset planning.

Get TD's deep expertise in mechanical, refrigeration and restaurant equipment, indoor air quality, utilities, plumbing, electrical, fire/life safety and building control systems working for you.

COMPANY CAPABILITIES

ELECTRICAL CAPABILITIES

Whether it's replacing a light switch or performing a major rebuild, fully licensed electricians are available 24 hours a day, seven days a week, to provide:

- Electrical Distribution
- Equipment Connections
- Medium Voltage
- Electrical Panels and Breakers
- Aerial Lighting
- Electrical Testing
- Thermal Imaging/Infrared
- Voice and Data Cabling
- Uninterrupted Power Supplies (UPS)
- Power Distribution Units (PDUs)
- Thermal or Infrared Scanning

Our expertise with electrical maintenance and repair is respected throughout the industry, because we provide all our skill and technology to put you first. That's especially important before your system goes out, or your rising energy bills lead you to suspect major repairs are on their way.



PLUMBING CAPABILITIES

TD offers comprehensive services for boilers, plumbing systems, pumps, piping, fixtures, drain or sewer line needs. Our strength in commercial plumbing services is based on long experience, broad expertise, high-level technology and the discipline to think ahead. Our skilled plumbing staff are able to swiftly detect the root causes of system failures and offer exceptional solutions, such as:

- State-of-the-art leak-detection technology for faster and less disruptive repairs
- Hydro-jetting, Drain Cleaning and Camera capabilities
- Variety of service plans and agreements to suit your particular situation, with no manufacturer bias
- Boiler/Chiller System Repair and Maintenance
- Hydro-Jet Service
- Water System Repair and Maintenance
- Sewer System Repair and Maintenance
- Gas System Repair and Maintenance
- Certified Backflow Testing
- OSHA-Certified Confined Entry
- Certified Medical Gas Installation and Repair
- Electronic Leak Detection
- Electronic Line Location
- Sewer Pipe Video Inspection
- Pro-Temp Service and Maintenance

Our technicians provide preventative maintenance, repairs and replacements for our customers.

HVAC CAPABILITIES

TDIndustries' vast experience enables us to handle every type of HVAC, chiller, plumbing building maintenance repair. We have local technicians and trucks throughout the Southwest and additional resources in our surrounding offices that can be called upon for support on larger, more challenging projects, to ensure that all of your needs will be met in both response and quality of work to protect your assets. A sample of what TD can provide is below:

- Boiler/Chiller System Repair and Maintenance
- Hydro-Jet Service
- Water System Repair and Maintenance
- Sewer System Repair and Maintenance
- Gas System Repair and Maintenance
- Certified Backflow Testing
- OSHA-Certified Confined Entry
- Certified Medical Gas Installation and Repair
- Electronic Leak Detection
- Electronic Line Location
- Sewer Pipe Video Inspection
- Pro-Temp Service and Maintenance

TD's goal is to keep your HVAC equipment in excellent condition, provide the best value in terms of maintenance and repair of equipment, maintain your systems to increase the lifespan of the equipment and repair/replace equipment before breakdowns occur to reduce downtime and cost.

CERTIFICATIONS/TRAINING OF MULTI-SKILLED WORKFORCE

TDIndustries utilizes highly skilled technicians at all of our continuous-presence mechanical and service sites. Each technician's skill levels are determined, followed by a goal and development plan with the full support of management to continue their career development in as many crafts as desired. Periodic reviews are conducted to check progress to goals.



ADDED VALUE SERVICES

THE TD DIFFERENCE

- On-screen dispatching with GPS matches best-available technician to your location in seconds
- All planned maintenance customers can interact with ServiceLINK online for service requests, facilities history and to review in-progress jobs
- Entire service history for your property available online for technician
- Work orders and invoices automatically created from technician's service logs
- All time and materials easily tracked electronically
- Legible printed invoice issued within minutes of the call completion

VISUAL INTELLIGENCE AND IMPROVED COMMUNICATION STANDARDS



STATE-OF-THE-ART FEEDBACK

TD's Visual Intelligence Platform leverages current technology to give facility managers and technicians an easy-to-digest overview of facility maintenance repairs and recommendations.



EASY ACCESS

All photo and video content are tagged within the database and made available through web- links delivered to you, so no tedious data exchange or security complications.



FORMATS MATCH YOUR PREFERENCE

Receive video and photo reports via text message, email, or a service ticket in the app.



VIDEO AND AUDIO BREAKDOWN

TD technicians walk through a summary of outcomes from facility service requests and share any further recommendations of repairs, providing insights into repairs and equipment status.



EVERYTHING YOU NEED IN A SINGLE LOCATION

Video and photos, combined with supporting PDF manuals and equipment specifications, are stored in a single database and accessible through shared web-links.

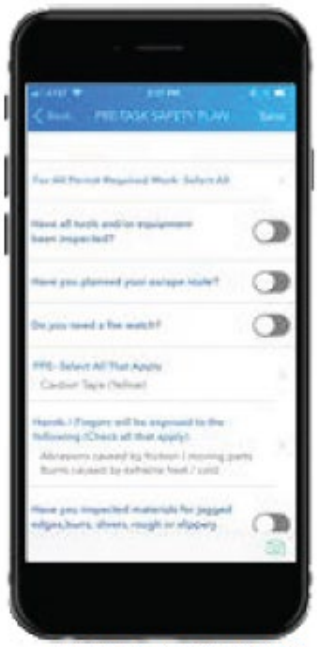
SAFETY

TDINDUSTRIES' SAFETY CULTURE, SYSTEMS AND JOB SITE APPROACH

TD's commitment to safety is reflected in our Core Values. Our employees are the most valued assets and the welfare of everyone is of the highest importance. We are continually and aggressively improving our safety systems and programs resulting in continued success.

All employee-required training includes a heavy focus on Safety. All field employees are required to take the OSHA 10-hour course, as well as other applicable safety training such as PPE, Fall Protection, Equipment operator training, EEW, Lockout-Tagout, etc. Our field leaders take this a step further by taking the OSHA 30-hour safety training, Safety Leadership fundamentals, etc.

TD requires that we have our field leaders trained in CPR, First Aid and AED use. Also, to ensure a drug-free workplace, we have a comprehensive drug testing program including pre-employment drug screening, post-incident drug screening, random drug screens and screening upon probable cause. In addition, we require weekly safety meetings, as well as daily "Pre-Task Safety Plans" which consist of comprehensive task steps, the hazards associated with the tasks and a mitigation of hazards strategy.



SAMPLE PRE-TASK SAFETY PLAN

TDINDUSTRIES SAFETY ENGAGEMENT AND OBSERVATION PROGRAM

TDIndustries remains committed to continuously improving our safety programs and culture. In an effort to become a world-class safety focused organization, we focus on foundational safety processes and our safety engagement journey. Following this process leads to a more proactive approach, focusing on better planning and activities that actually make the workplace safer to prevent injuries.

In 2016, we debuted the TD Safety Observation Training (TSOT) program for behavior-based safety training. 600 leaders from the CEO to foremen (approximately 30% of the company) underwent TSOT education in its first year. In 2019, we enhanced our engagement strategy by adding app-based Pre-Task Safety Planning, Competent Person inspections, etc. Our engagement grew from 12,000 processes completed the first year to over 225,000 processes being collected each year. This unique insight gives us the ability to measure and improve our safety processes strategically.

Our highly trained staff exhibit a true feeling of accountability and responsibility for safety. We engage and empower our employees in all roles to have two-way dialogue regarding safety. We believe that Safety Observations are a key to improving safety performance by addressing the key performance indicators, conditions and behaviors before they manifest as injuries and or incidents. These systems will be incorporated into our safety strategy for the project.

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TDIndustries

At the Heart of Your Building



Build and Maintain Trusting Relationships



Fiercely Protect the Safety of All Partners



Lead With A Servant's Heart



Passionately Pursue Excellence



Celebrate the Power of Individual Differences

tdindustries.com

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 10, 2022

Agenda Business Items:

- ❑ **Consent Agenda Item**
  (Board has acted on items such as this previously)
  New Action

X **(Board has not seen information previously and allows for more time to discuss)**

Information Only Items:

- ❑ **Presentation**
- ❑ **Recognition**
- ❑ **Information**

Name of Person Responsible: Kevin Lynch

Department or Campus: Chief Financial Officer

Topic: Discussion and Possible Action to Designate Architectural Design Firms to the Design Services Pool for Splendora ISD.

Background Information: 9 of 17 firms delivered presentations and were interviewed and ranked.

Attachments: N/A

Superintendent's Resolutions: Recommended

Splendora ISD Board of Trustees
Agenda Item Information Form

Board Meeting Date: January 17, 2023

Submitted Date: January 10, 2022

Agenda Business Items:

- ❑ **Consent Agenda Item**
  (Board has acted on items such as this previously)
  New Action

X **(Board has not seen information previously and allows for more time to discuss)**

Information Only Items:

- ❑ **Presentation**
- ❑ **Recognition**
- ❑ **Information**

Name of Person Responsible: Kevin Lynch

Department or Campus: Chief Financial Officer

Topic: Discussion and Possible Action to Adopt the 2023 Educational Specifications for School Facilities as developed by Stantec.

Background Information: Ed Specs are a TEA requirement.

Attachments: Draft Ed Specifications

Superintendent's Resolutions: Recommended

Possible Agenda Items for Next Regular Meeting:

A. Campus Spotlight - Peach Creek Elementary
B. Teaching & Learning Presentations: Advanced Academics & GT
C. Balanced Scorecard - Priority 1 part 2