

Agenda of Regular Meeting

The Board of Trustees Splendorra ISD

A Regular meeting of the Board of Trustees of Splendorra ISD will be held June 17, 2024, beginning at 6:00 PM in the Administration Building Boardroom, 23419 FM 2090, Splendorra, 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. ROLL CALL	
2. PUBLIC HEARING - PROPOSED BUDGET 2024-2025	4
3. PUBLIC HEARING - ESSA Application	10
4. CLOSED SESSION ITEM(S) - THE BOARD WILL RECONVENE TO OPEN SESSION AT 7:00 PM.	
A. Safety - Section 551.076	
B. Personnel - Section 551.074	
1. Resignation(s)/Retirement(s)/New Hires	
C. Real Estate - Section 551.072	
D. Consultation with Attorney - Section 551.071	
5. INVOCATION	
6. U.S. & STATE OF TEXAS PLEDGE OF ALLEGIANCES	
7. GOOD THINGS	
8. BOARD LEADERSHIP GUIDELINES & CODE OF ETHICS	17
9. STRATEGIC DIRECTION REVIEW	37
10. SAFETY UPDATE	38
11. 2022 BOND UPDATES	
A. Program Manager Update - LAN	44
12. SUPERINTENDENT'S REPORT	
A. Bond Steering Committee Information	53
B. Balanced Scorecard Board Presentation	
1. Updated Balanced Scorecard	56
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D. Month-At-A-Glance	68
13. DISTRICT RECOGNITION - RB Tullis Winners	70

14. AUDIENCE	
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A. Teaching & Learning - Data	72
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16. CONSENT AGENDA ITEMS	
A. Minutes	112
B. Financials, Tax Report, Investment Report, and Accounts Payable	118
C. Consider Approval of Low Attendance Waiver	162
D. Consider Approval of EHBAF (LOCAL) Policy	172
E. Consider Local Policy Manual Update 123	176
F. Consider Approval of Optional Flexible School Day Program Application	549
G. Consider Approval of Updated Resolution of the Board Regarding Hazardous Routes	566
H. Consider MOU with Lone Star College	574
I. Consider Athletic donation of \$5,375.00 by Athletic Booster Club for a back-lit sign for indoor HS gym area	586
J. Consider 791 Application to Join Co-Op	588
K. Consider CTPA Application to Join Co-Op	592
L. Consider E&I Application to Join Co-Op	609
M. Consider Equalis Application to Join Co-Op	611
N. Consider Goodbuy Region 2 Application to Join Co-Op	615
O. Consider PACE Region 20 Application to Join Co-Op	624
P. Consider PSA Application to Join Co-Op	627
Q. Consider Region 5 (SETX) Application to Join Co-Op	631
R. Consider Region 10 Application to Join Co-Op	635
S. Consider Region 16 TexBuy Application to Join Co-Op	637
T. Consider Budget Amendment #4	644
U. Consider Approval of Authorized Activity Fund Signatures to include Reese Briggs, Stacey Swanson, and Brittney Garrett	646
V. Consider Approval of Authorized Depository Fund Signatures to include Reese Briggs, Allen Wells, Dan Muirhead, Jason Sessum, Barry Welch, Kimberly Klepcyk, Brandon Fry, and Jennifer Stewart	647
W. Consider Renewal of Property/Casualty Insurance with Texas Political subdivisions	648
17. ACTION ITEMS	
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B. Discussion and Possible Action to Approve the Superintendent Evaluation 2023-2024	
C. Discussion and Possible Action to Approve District Goals 2024-2025	657
D. Discussion and Possible Approval of Hire of Director of Professional Learning	660

E. Discussion and Possible Action to Approve TASB Delegate and Alternate for TASB Convention	661
F. Discussion and Possible Action to Approve TASB Advocacy Resolution	664
18. CLOSED SESSION ITEMS	
A. Personnel - Section 551.074	
19. POSSIBLE ACTION ARISING FROM CLOSED SESSION	
20. POSSIBLE AGENDA ITEMS FOR NEXT MEETING	665
21. 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



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 10, 2024

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:

- X Presentation
- Recognition
- Information

Name of Person Responsible: Kevin Lynch

Department or Campus: Administration Office

Topic: Public Hearing to Discuss the 2024-2025 Budget

Background Information:

Attachments: Supporting budget documents

Superintendent's Resolutions: Approved

Splendora ISD
2024-2025 Original Budget
General Operating, Food Service and Debt Service Funds

	Gen Operating	Food Service	Debt Service	Total Funds	
	199	240	599	Budget	%
5700 Local Revenue	16,104,000	743,000	9,410,000	26,257,000	36.10%
5800 State Revenue	43,001,000	14,000	225,000	43,240,000	59.45%
5900 Federal Revenue	395,000	2,843,000	-	3,238,000	4.45%
7900 Other Resources	-	-	-	-	0.00%
Total Revenues	59,500,000	3,600,000	9,635,000	72,735,000	100.00%
11 Instruction	35,111,500	-	-	35,111,500	45.32%
12 Library	184,710	-	-	184,710	0.24%
13 Staff/Curr Develop	1,741,875	-	-	1,741,875	2.25%
21 Instruct Leader	1,522,062	-	-	1,522,062	1.96%
23 School Admin	2,919,698	-	-	2,919,698	3.77%
31 Guidance Counsel	2,267,315	-	-	2,267,315	2.93%
32 Social Worker Services	127,525	-	-	127,525	0.16%
33 Health Service	472,735	-	-	472,735	0.61%
34 Student Transport	3,580,705	-	-	3,580,705	4.62%
35 Food Service	-	4,808,000	-	4,808,000	6.21%
36 Extra Curricular	1,487,150	-	-	1,487,150	1.92%
41 General Admin	2,839,480	-	-	2,839,480	3.66%
51 Plant M&O	6,366,625	-	-	6,366,625	8.22%
52 Security	960,650	-	-	960,650	1.24%
53 Data Process Svc	959,075	-	-	959,075	1.24%
61 Community Services	283,895	-	-	283,895	0.37%
71 Debt Service	-	-	8,469,000	8,469,000	10.93%
81 Facilities Acquisition	3,150,000	-	-	3,150,000	4.07%
93 Payments to Fiscal Agent	-	-	-	-	0.00%

99 AE Services	225,000	-	-	225,000	0.29%
8900 Other Uses	-	-	-	-	0.00%
Total Expenditures	64,200,000	4,808,000	8,469,000	77,477,000	100.00%
Budgeted Fund Balance	(4,700,000)	(1,208,000)	1,166,000	(4,742,000)	

Beginning Fund Balance (est.)	8,586,228	1,421,431	3,040,880	13,048,539
Ending Fund Balance (est.)	3,886,228	213,431	4,206,880	8,306,539

****NOTES****

The General Operating deficit budgeted fund balance is due to land, employee raises, Next Level Prime benefit & FBS pay out.
The Food Service deficit budgeted fund balance is due an overage of excess fund balance that needs to be spent.

DESCRIPTION	CODE	2017-18 BUDGET	2018-19 BUDGET	2019-20 BUDGET	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
<i>Anticipated ADA / Enroll</i>		3,610	3,757	3,850	4,020	4,000	4,600	5,100	5200
Skating Rink 168	5XXX	100,000	110,000	110,000	150,000	30,000	220,000	250,000	265,000
Athletics 169	5XXX	55,000	48,000	48,000	40,000	50,000	80,000	80,000	85,000
TOTAL		155,000	158,000	158,000	190,000	80,000	300,000	330,000	350,000
Current Tax	5711	8,250,000	8,990,000	8,800,000	9,500,000	10,713,000	14,325,000	16,500,000	15,000,000
Delinquent Tax	5712	150,000	150,000	150,000	150,000	165,000	250,000	175,000	200,000
P&I	5719	90,000	120,000	150,000	150,000	165,000	165,000	150,000	175,000
TOTAL TAX		8,490,000	9,260,000	9,100,000	9,800,000	11,043,000	14,740,000	16,825,000	15,375,000
Pre-K Tuition	5738	25,000	25,000	14,000	14,000	14,000	16,000	20,000	20,000
Tuition	5739	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Interest	5742	50,000	180,000	350,000	200,000	20,000	30,000	250,000	250,000
Tower / Facility Rent	5743	12,000	10,000	10,000	10,000	10,000	10,000	12,000	10,000
Gifts & Bequests	5744	4,500	5,000	5,000	10,000	10,000	10,000	15,000	15,000
Other Local Rev	5749	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Athletic Facility Rental	5752	20,000	18,000	12,000	12,000	12,000	12,000	12,000	9,000
Scoreboard Ad Revenue	5759	47,500	48,000	22,000	10,000	-	-	-	-
TOTAL OTHER LOCAL		234,000	361,000	488,000	331,000	141,000	153,000	384,000	379,000
TOTAL	57XX	8,724,000	9,621,000	9,588,000	10,131,000	11,184,000	14,893,000	17,209,000	15,754,000
State Per Capita	5811	717,000	1,380,000	750,000	1,520,000	778,000	1,795,000	1,700,000	1,800,000
Foundation	5812	24,000,000	24,290,000	26,100,000	29,747,000	29,919,000	29,300,000	33,400,000	38,200,000
TRS On Behalf	5831	1,255,000	1,450,000	1,625,000	2,100,000	2,200,000	2,425,000	2,425,000	3,000,000
State Revenue / Not TEA	5839	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
STATE FUNDING	58XX	25,973,000	27,121,000	28,476,000	33,368,000	32,898,000	33,521,000	37,526,000	43,001,000
Federal E-Rate	5919	100,000	65,000	60,000	43,000	33,000	61,000	65,000	65,000
Medicaid SHARS	5931	300,000	500,000	700,000	700,000	500,000	700,000	540,000	300,000
Medicaid MAC	5932	10,000	15,000	18,000	20,000	15,000	25,000	30,000	30,000
TOTAL FEDERAL	59XX	410,000	580,000	778,000	763,000	548,000	786,000	635,000	395,000

DESCRIPTION	CODE	2017-18 BUDGET	2018-19 BUDGET	2019-20 BUDGET	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
TOTAL GEN OPERATING		35,262,000	37,480,000	39,000,000	44,452,000	44,710,000	49,500,000	55,700,000	59,500,000
INTEREST & SINKING 599									
Current Tax	5711	3,000,000	3,300,000	3,200,000	3,900,000	4,778,000	6,750,000	7,800,000	9,250,000
Delinquent Tax	5712	20,000	25,000	70,000	70,000	70,000	70,000	70,000	70,000
P&I	5719	12,000	20,000	50,000	50,000	50,000	50,000	50,000	65,000
Interest	5742	1,000	4,000	12,000	12,000	2,000	2,000	15,000	25,000
Other State / IFA	5829	2,205,000	2,545,000	2,680,000	2,520,000	1,557,000	815,000	320,000	225,000
TOTAL INTEREST & SINKING		5,238,000	5,894,000	6,012,000	6,552,000	6,457,000	7,687,000	8,255,000	9,635,000

	Description	Payroll 6100	Contract Serv 6200	Supplies 6300	Travel / Fees 6400	Debt Payments 6500	Capital Outlay 6600	Expenditure Budget	Per ADA Cost	Revenue Budget	Budget Fund Balance
	General Fund								5,200		
11	Instruction	33,425,440	437,019	1,136,791	94,250		18,000	35,111,500	6,752		
12	Media	100,770	14,500	27,300	6,200		35,940	184,710	36		
13	Curriculum	1,502,130	115,915	16,550	107,280		-	1,741,875	335		
21	Instructional Leadership	1,420,195	53,400	19,000	29,467		-	1,522,062	293		
23	School Leadership	2,861,060	23,118	9,170	26,350		-	2,919,698	561		
31	Counseling	2,125,010	12,985	115,200	14,120		-	2,267,315	436		
32	Social Worker	126,525	-	500	500		-	127,525	25		
33	Nursing	435,235	-	36,250	1,250		-	472,735	91		
34	Transportation	2,439,905	91,500	610,950	17,550		420,800	3,580,705	689		
36	Extra Curricular	929,205	101,750	209,370	246,825		-	1,487,150	286		
41	General Administration	1,845,980	689,550	58,350	245,600		-	2,839,480	546		
51	Maintenance	2,476,625	2,939,450	301,050	484,700		164,800	6,366,625	1,224		9
52	Security	870,650	20,900	62,450	6,650		-	960,650	185		
53	Technology	724,675	178,000	33,000	10,400		13,000	959,075	184		
61	Community Services	193,595	23,700	50,850	15,750		-	283,895	55		
81	Facilities Acquisition	-	-	-	-		3,150,000	3,150,000	606		
93	Payments to Fiscal Agent	-	-	-	-		-	-	-		
99	Tax Collection	-	225,000	-	-		-	225,000	43		
	Total General Operating	\$ 51,477,000	\$ 4,926,787	\$ 2,686,781	\$ 1,306,892	\$ -	\$ 3,802,540	\$ 64,200,000	\$ 12,346	\$ 59,500,000	\$ (4,700,000)
35	Food Service	1,458,000	172,400	2,339,650	62,462		775,488	4,808,000	925	\$ 3,600,000	(1,208,000)
71	Debt Service					8,469,000		8,469,000	1,629	\$ 9,635,000	1,166,000
	Total District Budget	\$ 52,935,000	\$ 5,099,187	\$ 5,026,431	\$ 1,369,354	\$ 8,469,000	\$ 4,578,028	\$ 77,477,000	\$ 14,899	\$ 72,735,000	\$ (4,742,000)



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: 05/21/24

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: Calesta House

Department or Campus: Federal Programs

Topic: 24-25 ESSA Application notice and opportunity for public comment

Background Information: The ESSA application is our source for Title I, II, III and IV funds.

Attachments:

https://docs.google.com/presentation/d/1Mqr7EUtlkEoApg4_NadVgiZSUuZFvv7H/edit?usp=sharing&oid=117678135273417649618&rtpof=true&sd=true

Superintendent's Resolutions: Reviewed

ESSA Application 2024 - 2025

Public Notice
&

Opportunity for Public Comment

Title I, Part A

**Award Amount:
\$780,502**

Intent and Purpose of ESSA Title I, Part A:

Title I, Part A provides funding for supplemental resources to districts to help schools with high concentrations of students from low-income families, and to provide high quality educational opportunities that will enable all students to meet the challenging state academic standards. Title I, Part A supports campuses in implementing a schoolwide program.

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Based on district and campus needs, Splendora ISD intends to use the funds for the following:

- Salaries to help provide instructional support to our students
- Communication efforts to all stakeholders and to support parent and family engagement throughout our district

Title II, Part A

**Award Amount:
\$140,028**

Intent and Purpose of ESSA Title II, Part A:

Intent and Purpose: Title II, Part A provides funding for resources to districts to increase student achievement, improve the quality and effectiveness of teachers / principals / other school leaders, increase the number of teachers / principals / other school leaders who are effective in improving academic achievement of students, and to provide low income and minority students greater access to effective teachers / principals / other school leaders.

Based on district and campus needs, Splendora ISD intends to use the funds for the following:

- Provide professional development for our principals
- Stipends for our core math and science teachers
- Stipends for our teachers that provide college instruction
- Supplies and materials for the recruitment of teachers

Title III, Part A

**Award Amount:
\$114,506**

Intent and Purpose of ESSA Title III, Part A - ELA:

Intent and Purpose: Title III, Part A, provides supplemental resources to LEAs to help ensure that children who are English learners, including immigrant children and youth, attain English proficiency at high levels in academic subjects and can meet the same challenging State academic standards that all children are expected to meet.

Based on district and campus needs, Splendora ISD intends to use the funds for the following:

- Title III Parent Liaisons
- Instructors for our Adult Education English Speakers of another Language (ESOL) classes
- Supplies and Materials

Title IV, Part A

**Award Amount:
\$54,236**

Intent and Purpose of ESSA Title IV, Part A:

Intent and Purpose: Title IV, Part A provides funding for resources designed to improve the academic achievement of all students by increasing the capacity of the district to provide students with access to well rounded educational opportunities, to improve school conditions for student learning, and to improve the use of technology in order to enhance academic outcomes and digital literacy of students.

Based on district and campus needs, Splendora ISD intends to use the funds for the following:

- CHAMPS training
- Raptor Reunification System
- Classlink - SSO, access to apps

**Are there any public
comments for the
district to consider at
this time?**

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Splendoria Independent School District
Governance Team Guidelines & Operating Procedures

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Introduction

Governance Team Guidelines & Operating Procedures (hereinafter referred to as ‘the document’) defines the “partnership” between the superintendent and board members to a great extent. It clarifies expectations for one another, as well as responsibilities for practices and issues that are anticipated to occur on a frequent basis. It does not attempt to cover all potential scenarios as the document is meant to be a brief reference guide for each member of the team. Just like a partnership in the business world, each individual wants to know what he or she is responsible for accomplishing in order for the organization to be successful.

The *Governance Team* in Splendor ISD will operate more effectively and efficiently if the expectations for “how we will function as a team” are clearly defined. *Governance Team Guidelines & Operating Procedures* is based on practice, not theory. It is also a “living document” in that it should be reviewed annually and modifications should be made at the pleasure of the Governance Team and the needs of the district. A good time to review this document is after each school board election as it is an excellent tool for new board member orientation.

The update and development of *Governance Team Guidelines & Operating Procedures* assures a common understanding among members of the Governance Team and provides an excellent foundation for new Board member orientation as it provides district and Board member responsibilities. Additionally, the document will describe the mode of operation of the Governance Team to new, district level administrative staff. The document should be reviewed periodically to ensure it accurately reflects the expectations of the Governance Team and that its contents reflect actual practices of the team and individual members.

Governance Team Members

Dr. Jeff Burke	Superintendent
Allen Wells	President
Dan Muirhead	Vice President
Kimberly Klepcyk	Secretary
Barry Welch	Assistant Secretary
Jason Sessum	Member
Brandon Fry	Member
Jennifer Stewart	Member

Board Organization, Duties, and Responsibilities

Organization

At the first meeting following school board elections, an agenda item will be placed to disband the present Board and select new officers. Nominations and voting must take place in open session.

The Board shall elect a President, Vice-President, Secretary, and an Assistant Secretary, who shall be members of the Board. Officers shall be elected by plurality vote of the members present and voting. Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. A vacancy among officers of the Board shall be filled by a majority action of the Board.

Typically the selection of officers will follow the outline below:

- Motion made, seconded, and passed to disband the current board and appoint the Superintendent as temporary chairperson.
- The Superintendent then asks the Board for nominations for the office of Board President.
- After nominations have ceased, the Superintendent then calls for the vote, with the selection being made by majority vote of those members present.
- The Superintendent then turns the chair to the newly elected President. The President then conducts the election of the Vice-President using the same nominating and voting process. The same procedure is then used for the Secretary position and then the Assistant Secretary position.

Duties

President:

The legal duties and powers of the Board President are described in detail in policy BDAA Legal. He/she also has the right to discuss, make motions and resolutions, and vote on all matters coming before the Board. The Board President also appoints all Board committees, unless otherwise provided by policy or Board consensus.

Vice-President:

The Board Vice-President shall act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the president and will perform other duties as prescribed by the Board.

Secretary:

The Secretary of the Board shall keep or cause to be kept, an accurate record of the proceedings of each board meeting and will send, or cause to be sent, notices of board meetings. In the absence of the President and Vice-President of the Board, the Secretary shall call the meeting to order and conduct the election of a president pro tem. The Secretary will also perform other duties as directed by the Board.

Assistant Secretary:

The Assistant Secretary of the Board shall act in the capacity and perform the duties of the Secretary of the Board in the event of the Secretary's absence.

Responsibilities

In addition to the responsibilities of Board Officers listed above, Policy BAA Legal provides an overview of key Board responsibilities. Key responsibilities are briefly described as follows:

- Review and adopt the district's vision and mission statements (August)
- Conduct an annual evaluation of the superintendent (January)
- Conduct an annual board self-evaluation (May)
- Approve district goals (March)
- Review and adopt the annual district budget (June)

SISD related policies: (BEC Legal) (BDAA Local)

Board Essential Roles (See insert on next page)

Board Meetings

Board Meeting Agenda

- A. In consultation with the board president, the superintendent shall prepare the agenda for all board meetings. The deadline for including board agenda items will be the third business day prior to the board meeting. On request in writing of any board member, an agenda item may be included on the board agenda. If the agenda item has been acted upon within the previous twelve months, two board members are needed to request that it be placed on another board agenda.

- B. The draft agenda may include items from the board agenda calendar as scheduled in advance by the Board of Trustees as well as actions required by law. Before the agenda is finalized, the superintendent will consult with the board president for approval of the final agenda.

- C. The consent agenda may include items listed below and action may be taken with a single vote without discussion. Placement of items on the consent agenda will be done at the discretion of the superintendent and board president. At the board meeting, any board member may ask questions or discuss a consent agenda item by asking the board president to remove it from the consent agenda for the purpose of giving the item individual consideration. The board president will allow discussion on any item requested for removal from the consent agenda by a board member.

Examples of Consent Agenda Items

- 1. Minutes of regular and special board meetings
- 2. Acceptance of financial reports
- 3. Routine bid recommendations in alignment with district policy
- 4. Approval of personnel contracts that comply with district policy
- 5. Requests to use district facilities
- 6. Routine, non-controversial items
- 7. Board policy updates

The above items are examples only. Not all topics listed may be included as part of the consent agenda.

SISD related policies:

BE (LEGAL)

BE (LOCAL)

BJA (LOCAL)

Items Eligible for Executive Session

- A. 551.071. Consultation with attorney. A governmental body may conduct a private consultation with its attorney when the government body seeks advice about pending or contemplated litigation, a settlement offer, or any of the appropriate exceptions listed for an executive session. Example: Discussing a real estate transaction with an attorney.
- B. 551.072. Deliberation regarding real property. A governmental body may conduct a closed meeting (executive session) to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body.
- C. 551.074. Personnel matters. An executive session may be conducted to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. Also, to hear a complaint or charge against an employee unless the employee who is the subject of the charge or complaint requests an open meeting or hearing to hear the complaint.
- D. 551.076. Deliberation regarding security devices. A governmental body may deliberate the deployment of security personnel or devices in an executive session.
- E. 551.0821. Personally identifiable information about public school student. Deliberation concerning a student in which personally identifiable information is discussed will be held in executive session – even if the student’s name is not mentioned in the deliberation.
- F. 551.084. Exclusion of witness from hearing. A governmental body that is conducting a hearing may exclude a witness from the hearing while another witness is testifying.
- G. 551.073. Prospective gift. The governmental body may conduct an executive session to deliberate a negotiated contract for a prospective gift or donation if deliberation in an open session would have a detrimental effect.
- H. Ed. Code 39.030. The Board of Trustees shall conduct an executive session to discuss or adopt individual assessment instruments or assessment instrument items.
- I. 418.183. Emergency management – homeland security. Issues related to 418.175 in the Government Code are exempted from the open meeting requirement; however, a tape recording of the proceedings should be made.

- J. 551.087. Economic development. Deliberations concerning the offer of financial incentives for companies to locate in the school district may be held in executive session.

SISD related policies: BEC (LEGAL) DCE (LEGAL) GF (LEGAL)
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Notice of Meetings

Members of the Board shall be given notice of regular and special meetings on Thursday prior to regularly scheduled Monday Board Meetings. Notice for special meetings will be at least 72 hours prior to the scheduled time of the meeting and at least two hours prior to the time of an emergency meeting.

The district shall provide special notice of each meeting to any news media that has requested notification. When an emergency meeting is called or an emergency item is added to an agenda, the district shall notify any news media that have previously requested special notice of all meetings. (BE Legal)

Executive Session/Closed Meetings

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, as provided by law. (BEC Legal)

For each closed meeting, except for consultations with its attorney, the board shall keep a certified agenda of the proceedings. The presiding officer and secretary shall certify that the agenda is a true and correct record of the proceedings. (BEC Legal) Board members must limit discussion to those items specified in the closed session.

No voting or polling of members is allowed in closed session. A final decision, or vote must take place in an open meeting. (BEC Legal)

No board member or other participant in a closed meeting shall, without lawful authority, disclose to a member of the public any deliberations made in a closed session.

Board Meetings/Audience Participation

Participants must have signed up prior to Board Meeting start time. At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting. At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting. 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. The Board of Trustees shall not deliberate, respond, or make decisions regarding any subject that is not included on the agenda that is posted.

Board Member Preparation for Meetings

- A. The Superintendent will ensure that all information needed for informed decision-making is supplied to each Board member in agenda information delivered four days prior to the regular board meeting. The agenda and support materials will be provided electronically unless a request is made for a written copy. If a written copy is requested, Board members are asked to discuss delivery options at the time of the request.
- B. Each Board member will prepare for the Board meeting by studying the agenda and support materials and asking clarifying questions of the Superintendent at least one day in advance of the meeting if possible. While it is likely that questions often result as part of the discussion of an agenda item, when a Board member knows that he/she will have a specific question it is appreciated if that question is asked prior to the meeting.

Board Member Questions Concerning the Agenda

- A. Board members are encouraged to ask for information from the Superintendent at least one day prior to the Board meeting. This will allow time for appropriate research, if needed.
- B. Any questions about agenda items or requests for additional information prior to the board meeting will be directed to the Superintendent. The Superintendent or his/her designee for that particular agenda item will respond to the Board member and an electronic copy of the question and response will be provided to all Board members.
- C. The Superintendent will determine if the information requested is readily available or will require additional time to gather or research. If additional time is needed the Superintendent and the Board member will agree upon an appropriate time frame in which the information will be provided.
- D. If a written summary or report is requested, the Superintendent will present a copy of it to each Board member.
- E. Even when information about agenda items is provided in advance or Board members receive answers to specific questions prior to the Board meeting; they are not prohibited from discussing or asking additional questions during the Board meeting.

- F. Board members seeking information during the Board meeting should ensure that the question pertains to agenda items.

Exhibiting Professionalism and Courtesy in Board Meetings

Board members shall observe and adhere to parliamentary procedures according to *Robert's Rules of Order, Newly Revised* and the Board President will ensure that discussion is related to the agenda item being addressed.

The Board President may recognize Board members prior to comments being given about an agenda item, particularly if several members wish to speak to the item.

Professional courtesy will be extended to all members of the Governance Team, school district staff, and visitors to the Board meeting.

Communication

Governance Team Communication

- A. The Superintendent will communicate with each Board member via weekly reports (emails) that will include information such as:
 - 1. District events
 - 2. Progress reports on Board goals and directives
 - 3. Follow-up reports in answer to Board member questions
 - 4. Information or reports requested by a Board member
 - 5. General program updates
- B. The Superintendent will communicate requested information to all Board members in as timely a manner as possible without interfering with the regular conduct of district business.
- C. The Superintendent will meet with the Board President as needed, or communicate by telephone or electronic means to inform him/her of district issues that may need to come before the Board for discussion or action.
- D. Board member phone calls to the Superintendent will be returned during the same day if at all possible.

- E. Board members may communicate with other individual members for purposes of asking questions, clarifying information, or socializing under circumstances that do not conflict with or circumvent the Texas Open Meetings Act.
- F. Board members may not communicate with other individual members for purposes of soliciting votes in support of or opposition to items of business that may come before the Board.
- G. Board members who wish to share information relevant to district business or issues before the Board will relay the information to the Superintendent for distribution to all members in his/her weekly reports.

Splendora ISD related policies: BE (LEGAL)	BJA (LOCAL)
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Board Member Requests for Information Not Related to Meeting Agendas

- A. Board members will contact the Superintendent to request information about the school district or Board of Trustee business.
- B. The Superintendent, at his/her discretion, may refer the Board member to a staff person with direct knowledge about the information requested.
- C. The Superintendent will determine if the information requested is readily available or additional time is needed to gather information or research the issue.
- D. If the information is available, the Superintendent will provide it to the requesting Board member.
- E. If a written response is provided, a copy of the information will be provided to each Board member.
- F. If the Superintendent determines that the request is unreasonable and will divert staff time or attention from Board priorities, the Superintendent or the requesting Board member may ask the Board President to place the request on a meeting agenda. The requesting Board member may then ask if a majority of the Board wishes to direct the Superintendent to generate a report to include the requested information.

Board Member Contact with Campuses

- A. Board members are encouraged to attend as many school events as their time and schedule permits.
- B. Board members will check in with the principal's office when he/she arrives at a campus during the school day, as per guidelines for all visitors to campuses.
- C. Board members will not go into classrooms or other areas on campus for the purposes of conducting personnel evaluations or investigations.
- D. Board members may not give direction to any staff or student except when immediate safety or liability is an issue.
- E. While Board members have no authority when not at the board table, as individuals, it is sometimes difficult for staff members to see them as ordinary parents, therefore;
 - a. When visiting with teachers of their own children, Board members should make it clear that they are acting as parents rather than as a member of the Board.
 - b. Board members will not request or accept extraordinary consideration for themselves or their children.
- F. Board members will not ask district employees for extraordinary consideration for anyone.

Splendor ISD related policies:

GKA (LEGAL)

BBF (LOCAL)

Response by Board Members to Community Member or Employee Complaints

- A. Listen briefly and respectfully; remain impartial
- B. Ask if the complainant has followed the complaint procedure (following the "chain of command") outlined in district policy
- C. Remind the complainant of the Board's responsibility to remain impartial regarding complaints that may ultimately be brought to the Board on appeal.
- D. If the complainant does not know the district's complaint procedures or "chain of command," the Board member should provide the following information:

- a. The complainant must first discuss the problem with the authority closest to the problem. In most cases this is the immediate supervisor if it is an employee or the principal if it is a campus issue.
 - b. If the complainant is not satisfied with the resolution, he/she may file a formal grievance according to procedures outlined in policy for students and parents, employees, or community members.
 - c. If the complainant is not satisfied with the resolution offered through the formal complaint process, the complainant may appeal to the next level of authority as outlined in policy.
 - d. When all levels of administrative appeal have been exhausted without satisfaction by the complainant, he/she may appeal the complaint to the Board of Trustees according to procedures outlined in policy. The Board President will place the complaint on the agenda for presentation to and discussion by the Board.
 - e. The Board may uphold the decision of the Superintendent or designee regarding the complaint, overturn it, offer an alternative solution, or the Board may take no action.
 - f. Complaints regarding an individual will be heard in closed session unless specific law or local policy provides otherwise.
- E. Board members should inform the Superintendent of all relevant complaints from staff and community. If requested by the Board member forwarding the request, the Superintendent will notify the individual Board member as to the resolution of the complaint.

SISD related policies:

DGBA (LOCAL) FNG (LOCAL) GF (LOCAL) BBF (LOCAL)

Communicating with the Community and/or Personnel

- A. Board members are encouraged to participate in community activities. When doing so, Board members may choose to provide information and/or respond to questions based on the following:
 - a. Relay information about district goals or other district information the Board member is comfortable providing
 - b. Interact in a positive manner
 - c. Listen politely and respectfully to comments
 - d. Refer questions about specific district activities to the Superintendent when they do not know the answers or if the individual wants detailed information.

- B. The Board of Trustees encourages community input, however, it will not respond to anonymous calls or letters unless they involve the safety and security of students and/or employees. If the anonymous communication refers to a significant issue, the Board member will contact the Superintendent to inform him/her of its' content.
- C. Signed letters addressed to the Board or a Board member will be forwarded to the Superintendent for inclusion in the weekly information provided to the Board.
- D. The Board will communicate to the community collectively through district communication strategies authorized by the Board in policy or the district communication plan.

SISD related policies:
BBF (LOCAL)

Communicating with the Media

- A. The Superintendent and the Board President shall act as spokespersons for the Board of Trustees to the media on all school district related issues. Generally speaking, questions concerning district operations should be referred to the Superintendent and questions regarding board policy or actions taken by the Board should be referred to the Board President. This practice will promote a single “position statement” which can be clearly understood by the public as opposed to potentially having multiple statements on an issue.
- B. A Board member who receives a call from the media requesting information, comments, or an interview regarding district related issues will direct them to the Superintendent and/or Board President, depending on the nature of the questions.
- C. Board members retain the right to speak to the media as individuals but are strongly encouraged to direct all media inquiries to the Superintendent and/or Board President.
- D. When speaking to a media representative, a Board member should clarify when speaking as an individual rather than as a spokesperson for the Board of Trustees. When speaking as an individual, the Board member will remind the media representative of the position or action of the Board of Trustees as a body – if the Board has taken action on the issue.

SISD related policies:

Evaluation of the Superintendent

Updating the Superintendent Evaluation Instrument

After district goals are identified and priorities of the Board are established for the next school year, the Governance Team should review the content of the Superintendent's evaluation instrument to ensure proper alignment. This will ensure that the Board and Superintendent have an understanding of the challenges and priorities that are going to be emphasized in the coming year and that appropriate evaluation indicators may be developed. The evaluation instrument shall be based on the Superintendent's job description, student performance, and Governance Team priorities. The document evaluating the performance of the Superintendent is confidential.

Objectives of the Superintendent Evaluation Process

Based on law and board policy the following objectives are associated with the superintendent evaluation process:

- Clarify to the Superintendent his or her role and priorities, as seen by the Board
- Clarify to Board members the Superintendent's role, according to the Board's written criteria, as expressed in the Superintendent's job description and the district's goals and priorities
- Foster an early understanding among new Board members of the evaluation process and the Superintendent's current performance objectives and priorities
- Develop and sustain a harmonious working relationship between the Board and the Superintendent
- Include indicators on the evaluation instrument that reflect high expectations and outstanding Governance for the day-to-day operations of the school district
- Ensure fairness and objectivity in the evaluation process

The superintendent evaluation process and evaluation instrument will be provided to Board members with agenda items for the meeting in which the evaluation is to be conducted.

SISD related policies:

BJA (LEGAL)

BJCD (EXHIBIT)

BJCD (LOCAL)

BJCD (LEGAL)

New Board Member Orientation & Governance Team Training

Reporting Requirements

The minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Trustee has met or is delinquent in meeting the training required to be completed as of the date of the meeting. *Education Code 11.159*

Training Requirements

New Board members shall receive a district orientation session within 60 days before or after their election or appointment and an orientation to the Texas Education Code within the first 120 days of election or appointment. Texas Education Code orientation sessions are offered through the Regional Education Service Center. New Board members are also encouraged to attend the TASB Summer Governance Conference, if possible. New Board members will also be trained on parliamentary procedures according to *Robert's Rules of Order, Newly Revised*. Once a year all Board members will receive a review of parliamentary procedures according to *Robert's Rules of Order, Newly Revised*.

All Board members shall receive an update session following each session of the Texas Legislature and the entire Board and Superintendent shall annually participate in a team building session. The lengths of these trainings are not specified, but are usually at least three hours.

In addition to the orientation and team building training, all Board members shall receive additional continuing education on an annual basis. To the extent possible, the entire Board shall participate in continuing education programs together. In the first year of service, Board members shall receive at least ten hours of continuing education in fulfillment of assessed needs in addition to required orientations and team building training. Within 90 days of election or appointment, new board members should receive one (1) hour of Open Meetings Training provided by the Attorney General's Office.

After the first year of service Board members shall receive at least five hours of continuing education annually in fulfillment of assessed needs. This of course is in addition to required team building training and a Texas Education Code update if a session of the Texas Legislature has been held that year.

The Board President shall receive continuing education related to Governance duties of the Board President as some portion of the annual requirement.

SISD related policies: BBD (LEGAL) BBD (EXHIBIT)
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Professional Development for Board Members

Board members and the Superintendent are encouraged to seek and attend relevant opportunities for professional development in addition to required training activities. Membership in state and national organizations and attendance at conventions, conferences, clinics, and workshops provide opportunities to learn about best practices and bring new ideas back to Splendora ISD.

Subscriptions to school board newsletter services, journals, and other written works are also efficient ways to learn examples of new or best practices.

Board members wishing to participate or attend professional development activities that are not planned for the entire Board should contact the Superintendent and Board President. If either should have a question as to the appropriateness of the request, the matter shall be brought to the Board as an agenda item for consideration.

Board Member Reimbursement for Expenses

Professional development for Board members is encouraged and reimbursement for travel and related expenses should be included in the district's budget each year. Utilize policy BBG (LOCAL) for Board member reimbursement when attending meetings, workshops, and conventions as an official representative of the Board.

SISD related policies:

BBG (LOCAL) BBG (LEGAL)

Board Member Ethics & Vendor Influence

In addition to Splendora ISD Board Member Ethics, BBF (LOCAL) attached, Board members will comply with state required annual Conflict of Interest reports outlined in BBFA (LEGAL), if applicable. The Conflict of Interest form is provided by the Texas Ethics Commission and applies to any Board member when he or she, or any member of the family, receives more than \$2,500 per year from a business that contracts with the school district, or when a Board member, or member of his or her family, receives \$250 or more in aggregate gifts from a business that contracts with the school district.

Board members may be a reference as to the professionalism and quality of a potential vendor for the school district, but he or she should communicate to the vendor and school district personnel that their personal knowledge of the vendor should not be represented as individual preference or support. Vendor selection is based on school district business practices and guidelines, state law, and district policy.

Board members should not request assistance, information, or school district equipment from school district employees for the purpose of personal or professional gain or on behalf of a friend or relative.

SISD related policies:

BBF (LOCAL)

BBFA (LEGAL)

Gov't Code 171.004

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

**Equity
In Attitude**

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

**Trustworthiness
In Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

**Honor
In Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

**Integrity
Of Character**

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

**Commitment
To Service**

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

**Student-Centered
Focus**

- I will be continuously guided by what is best for all students of the District.



STRATEGIC DIRECTION 3.0 - *why we exist*

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

MISSION Cultivating Exceptional People


BELIEFS - <i>why we act</i>	PRINCIPLES
<u>Student-Focused</u> : We believe the greatest outcomes result when students come first.	<ul style="list-style-type: none"> • Be accountable. • Live with integrity. • Focus on student needs.
<u>Relationships</u> : We believe positive and supportive relationships create the conditions for students to be advocates in their education.	<ul style="list-style-type: none"> • Value each other.
<u>Culture</u> : We believe a healthy, collaborative culture fosters exploration and innovation in a supportive environment.	<ul style="list-style-type: none"> • Ensure a safe physical, emotional, + social environment.
<u>Servant Leaders</u> : We believe servant leaders and critical thinkers strengthen our community and democracy.	<ul style="list-style-type: none"> • Develop servant leaders.
<u>Learning</u> : We believe all students deserve high-quality, engaging learning experiences that honor the potential in each student.	<ul style="list-style-type: none"> • Create a dynamic learning environment.

LEARNER PROFILE

The Splendor 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

EDUCATOR PROFILE

The Splendor ISD Educator Profile includes all members of the learning organization who interact with, guide and support our students. Every educator will be inspired and motivated to be: Designers, Relational, Servant Leaders, and focused on a Growth Mindset.

 [Splendor ISD's Educator Profile](#)

STRATEGIC PRIORITIES

Click here for the most recent [SISD Strategic Priorities](#).

Fights	Mutual		Non-Mutual		Assault	
	May	Year	May	Year	May	Year
SHS	5	21	0	6	0	5
SJH	2	11	3	29	0	1
PCE	0	7	1	16	0	0
GLE	2	9	0	3	0	0
PWE	0	6	1	14	0	0
TLE	0	11	0	33	2	2
Total	9	65	5	101	2	8

Mutual Combat- Two or more students that choose to mutually engage in physical contact using blows or force

Non Mutual Fight- One student engages in a physical force with another who doesn't engage in the physical altercation

Assault-A person intentionally knowingly causes bodily injury to another person

Assaults do go to DAEP - if the severity of the incident is elevated to a certain degree felony while at school, that is a JJAEP placement.

Mutal fights increased by 7

Non-mutual fights decreased by 8 from April.

Vaping	May	Year			
SHS	3	45			
SJH	5	27			
PCE	2	8			
GLE	0	1			
PWE	0	1			
TLE	0	6			
Total	10	88			

Vaping has increased by 4 from April, but decreased by a total of 4 going back to March.

Bullying	# of Cases Reported		# of Substantiated Cases	
	May	Year	May	Year
SHS	0	2	0	0
SJH	0	20	0	12
PCE	0	11	0	3
GLE	0	9	0	1
PWE	0	4	0	1
TLE	0	8	0	6
Total	0	54	0	23
We had zero bullying cases reported in the Month of May.				

Threat Assessment	Threats Reports		Required a Threat Assessment		Individual posed an immediate or imminent safety concern	
	May	Year	May	Year	May	Year
SHS	0	6	0	1	0	1
SJH	6	36	1	14	0	1
PCE	0	11	0	7	0	2
GLE	0	12	0	8	0	2
PWE	1	4	0	2	0	0
TLE	1	20	0	12	0	9
Total	8	89	1	44	0	15
We had an increase of Threat Assessments reported but only one required a threat assessment.						

Crisis Interventions/Suicide	May	Year
SHS	8	40
SJH	2	40
PCE	0	6
GLE	1	4
PWE	3	19
TLE	1	13
Total	15	122

Expressed Thoughts of Suicide	May	Year
SHS	5	15
SJH	1	16
PCE	0	13
GLE	1	8
PWE	1	3
TLE	1	6
Total	9	61

Expressed a Plan for Suicide	May	Year
SHS	3	10
SJH	1	1
PCE	0	2
GLE	0	1
PWE	0	0
TLE	0	3
Total	4	17

Referred for Threat Assessment	May	Year
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SHS	4	11
SJH	1	1
PCE	0	2
GLE	1	2
PWE	0	0
TLE	0	0
Total	6	16



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 06, 2024

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:

- X Presentation
- Recognition
- Information

Name of Person Responsible: Kevin Lynch

Department or Campus: Chief Financial Officer

Topic: Program Management Update provided by LAN.

Background Information: Bi-Monthly Bond Project Update.

Attachments: LAN Provided presentation

Superintendent's Resolutions: Reviewed



Splendorra ISD Bond 2022

Elementary Schools

June 17, 2024





Peach Creek Elementary School



Construction – Peach Creek

- Completed Activities
 - Water mitigation – construction of drainage ditches & stabilization of entrances
- Upcoming Activities
 - Building pad
 - Site utilities
 - Slab on grade pour



Budget Update— Peach Creek





Greenleaf Elementary School



Upcoming Activities – Greenleaf

- Bidding Schedule
 - Issue for Bid – July 19, 2024
 - Advertisement – July 21, 2024 & July 28, 2024
 - Pre-Bid Meeting – August 13, 2024
 - Bid Proposal Due – August 29, 2024
 - Board Approval – September 16, 2024
- Substantial Completion – November 2025

50



Budget Update– Greenleaf





Questions

LAN Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY





Superintendent's Report

Board of Trustees Meeting

June 17, 2024

Introduction

Announcement of Steering Committee Formation:

- Trustees, I wanted to take a few moments to share an exciting update with you and the community.
- We are excited to announce the formation of a bond steering committee to explore the possibility of a bond election in May 2025.
- This committee will consist of parents, staff members, students and community members, and will meet several times during the fall semester. The committee will study district enrollment projections, school buildings and facilities, student instructional needs and financial data to make a forward-thinking, fiscally responsible bond package recommendation to the board of trustees in early 2025 for a possible election in May 2025.

Background

Previous Committee Work:

- As you know, over the past several months, our Land and Facilities Committee has diligently studied our existing district facilities, as well as those included in the 2022 bond, as we plan for the future of Splendoria ISD.
- This committee met many times during the winter of 2023 and spring of 2024 and looked at current and projected student enrollment, building capacity and what will be needed over the next several years to meet the needs of our growing community.

- This committee felt there was enough compelling information to move forward with further investigation through a bond steering committee comprised of individuals from across the entire community.

Objectives of the Steering Committee

Key Areas of Study:

- The 2025 bond steering committee will focus on district enrollment projections, educational facilities and capacity, the age and needs of our existing facilities, and district financial data. They will have the chance to hear from district leaders, including those who participated on the Land and Facilities Committee, and experts in school finance, school building construction, and more.
- The goal is to develop a forward-thinking, fiscally responsible bond package recommendation for the board of trustees by early 2025.

Community Involvement

Importance of Transparency and Collaboration:

- Transparency and collaboration with the community are at the heart of this process. We want to include all voices from across the community to ensure all perspectives are shared and all students will be served in a potential bond package.
- We highly value community input and participation in the decision-making process as we work towards the future of our school district and community.

Call to Action

Invitation to Participate:

- We invite all interested community members to join us in this work.
- Community members can submit their names via a Google form, which will be available on our district website and social media channels this week. It will be open through July 19.

Close

Commitment to the Community:

- Our commitment is to ensure that the bond steering committee operates with the highest level of transparency and community involvement. Together, we aim to make well-informed decisions that will benefit our students and the entire community.

- Trustees, we look forward to kicking off this committee, and we will provide updates to the community during board meetings and on our district website and social media channels.

Splendora ISD Strategic Plan Balanced Scorecard 2022-2026(Draft)

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 [X to Y by Z])	22-23	23-24	24-25	25-26
Priority 1: Focus On Student Success	1.1 Increase opportunities to support student engagement and well being (BG 24-25)	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. Allocate resources (time, money, staff, space) proportional to growth d. Increase participation in UIL Academic activities for grades 3-12 e. Expand access to social and emotional programs d. Increase community service initiatives for students	1.1 a. Increased numbers of students involved in these activities evidenced through rosters b. Conduct student surveys, use student groups to generate ideas for new opportunities c. Annual budget to performance goal analysis. d. Increased numbers of students participating in UIL academics in grades 3-12	By 2026, we will move from ____ to 100% of students being engaged in at least one school-based activity (course or program of study) in grades ____ beyond WIN class. Sustain 100% of students in WIN class for grades 6-12.	1.1 B: Surveyed students who would be interested in a wrestling program.	1.1 a: Approved the addition of soccer at the Jr. High for 7th & 8th graders beginning in 24-25 school year	56	
	1.2 Increase focus on student learning and growth as measured by multiple measures	1.2 a. Provide all four core areas with a vertically aligned curriculum PK-12 b. Refine HPLS based on data, TEKS and feedback c. Refine SBA process and TEKS selection for essential standards d. Ensure fidelity of PLC processes district-wide e. Design Engaging Work through the design process f. Align RtI processes across the district g. Provide opportunities for after-school tutoring h. Increase the number of teachers trained in Blended Learning through professional learning, advertisement and recruitment i. Increase number of biliterate, bilingual and bicultural students j. Provide a library program based on an inquiry approach to learning that students use to pursue, create, and share knowledge.	1.2 a. Completed HPLS for all core areas PK-12 b. HPLS feedback forms, attend campus PLC, c. Readiness standards are prioritized on assessments as evidenced on SBA Blueprints d. Evidenced through PLC agendas e. Evidenced through: I. Specification Sheets II. Unpacking Standards III. Webbing f. Designated campus RtI position I. District-level training to establish common language and processes II. District-wide documentation alignment through Frontline g. Evidence Through I. Attendance spreadsheets II. Data tracking III. Registration Fliers IV. Student, staff and parent surveys h. Evidence Through I. Increased number of teachers trained in Blended Learning	By 2026, all core subjects will have curriculum completed in the HPLS. By 2026, Reading MAP annual growth as measured by academic readiness on each campus will increase by 50%. By 2026, Math MAP annual growth as measured by academic readiness will increase by 50% By 2026, all elementary campuses will have a two way dual language program for grades PK-2nd grade By 2024, all campuses will have at least 40 students	1.2 a. (July 22- June 23) Updated: 5th Math 3rd-6th Science 7th Math/ Honors 8th Math/Honors Pre-AP Algebra and Algebra IPC Pre-AP Biology/Biology b. Attached Google Sheet feedback form to each unit within the HPLS and			

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26	
			<p>II. Professional Development Sign In Sheets III. Blended Learning Showcase</p> <p>i. Evidence Through I. Increased number of Dual Language students II. Increased opportunities for language/cultural exposure III. Earn Spanish LOTE credit IV. Seal of Biliteracy</p> <p>j. Evidence Through I. Increased number of classes using library resources for curriculum support II. Increase percentage of database usage, especially at the elementary level. III. An increase in library resource usage across ALL content areas, not just RELA. IV. Increase in collaboration efforts between classroom teachers and LMS.</p>	<p>attending after school tutoring on a consistent basis.</p> <p>By 2026, the district will go from 7% to 20% of teachers participating in Blended Learning.</p> <p>*Consider addition of Science and Social Studies</p> <p>*By 2026, 70% of library instruction will focus on information literacy skills across ALL content areas. This instruction will be student centered and involve production creation using a variety of instructional technology applications for discovery, collaboration, critical analysis, creation, and presentation of learning.</p>	<p>responded accordingly</p> <p>c. Provided campuses with SBA Blueprints per SBA</p> <p>d. After School tutoring has been maintained and established on every campus in the district.</p> <p>h. Fourteen teachers trained in Blended Learning. PCE and SJH hosted a Blended Learning Showcase. Blended Learning Informational Meetings at Campuses</p> <p>j. New databases purchased for K-2. New instruct. technology option for product creation. Teacher PD provided. New guidelines for campus LMS based on data and program goals.</p>			57	

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
	1.3 Ensure life readiness: students are college and/or career and/or military ready	<p>1.3.1</p> <p>a. Provide awareness of all requirements for college admission for all students and parents in grades 7-12</p> <p>b. Develop a college entrance exam timeline and matrix for all students</p> <p>c. Ensure 100% of students take one or more college entrance exams</p> <p>d. Ensure students cannot exit ECHS without parent consent</p>	<p>1.3.1</p> <p>a.</p> <p>I. Opportunity Guides distributed through multiple venues to 5th-12th grade students</p> <p>II. Parent meetings, monthly newsletters</p> <p>III. Individual PGP meetings for students in grade 6-11</p> <p>b. Key dates on timeline completed</p> <p>b. Develop a college entrance exam timeline and matrix for all students</p> <p>c. 100% of students take one or more college entrance exams</p> <p>d. 100% consent for exiting ECHS students</p>	<p>By 2026, 100% of ECHS students will pass Math & Reading TSI by the start of Grade 11</p> <p>By 2026, we will have 100% parental involvement in PGP meetings</p> <p>By 2026, PSAT/SAT/ACT overall scores will increase by 25%</p> <p>AP exam overall passing scores will increase by 25%</p> <p>By 2026, at least 30% of all Seniors will have successfully completed at least one Dual Credit or Advanced Placement course.</p>				
		<p>1.3.2</p> <p>a. Provide awareness of pathways (Opportunity Guide)</p> <p>b. Strategically recruit students for pathways (Career Fairs and Career Readiness class)</p> <p>c. Select career endorsement and pathway (8th-9th grade) and follow up actions to ensure completion of related pathway (Major Clarity)</p> <p>d. Increase certifications/level 1 certificate opportunities</p> <p>e. Ensure certification/certificate alignment with appropriate Program of Study</p> <p>f. Enhance career readiness programs and align educational standards with industry and state requirements to prepare for future careers. BG</p>	<p>1.3.2</p> <p>a.</p> <p>I. Opportunity Guides distributed through multiple venues to 5th-12th grade students</p> <p>II. CTSO/Parent meetings, monthly newsletters</p> <p>b.</p> <p>I. 100% of secondary students are given the opportunity to participate in Career Fair</p> <p>A. Student feedback through surveys</p> <p>II. All 8th grade students take Career Readiness class using Major Clarity and Texas OnCourse</p> <p>c. Yearly PGPs with parental involvement (6th-11th grade)</p> <p>d. Utilize Texas Gulf Coast Workforce Commission</p> <p>e. Refine course selection guide based on TEA requirements</p> <p>f. Utilize Eduthings to provide proper data for CCMR points</p>	<p>By 2026, 75% of CTE students will be considered completers by graduation.</p> <p>By 2026, SISD CTE will sustain and increase all industry partnerships by 10% annually.</p> <p>By 2026, we will have 100% parental involvement in PGP meetings</p> <p>By 2026, 80% of Seniors will graduate with a CCMR indicator.</p>	<p>Continue to increase the percentage of CTE</p> <p>Completers by 10% to the 2021 to 2022 Class</p> <p>Develop Industry partners through Business Coalition & EMC Chamber of commerce.</p> <p>100% of Student population received an annual PGP</p> <p>Opportunity Guide Completed and ready for 23-24 Course requests</p> <p>SHS Career Fair</p> <p>1st Annual CTE Showcase</p>	<p>Continue to increase the percentage of CTE</p> <p>Completers by 10% to the 2022 to 2023 class</p> <p>SISD/CTE has had 2 formal Business Coalition Meetings during the 23-24 school year.</p> <p>2nd annual CTE Showcase</p> <p>SHS Career Fair</p> <p>The SISD Opportunity Guide is being utilized by staff, community, and counselors for future student planning.</p> <p>Multiple meetings with all parties involved and analyzed each 23-24 seniors CCMR standing and developed</p>	58	

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
		<p>1.3.3</p> <p>a. Provide awareness of pathways (Opportunity Guide) b. Increase number of students enrolled in ROTC c. Provide opportunities for students to take the ASVAB d. Provide opportunities for military recruiters to meet with students during school lunch e. Engage with local businesses to increase the number of internships available to junior and seniors g.</p> <ul style="list-style-type: none"> ● Key Strategic Action 1: <ul style="list-style-type: none"> ○ Engage with local businesses to increase the number of internships available to juniors and seniors ● Progress Measures <ul style="list-style-type: none"> ○ Number of students participating in career related internships 	<p>1.3.3 a & b.</p> <ol style="list-style-type: none"> I. Opportunity Guides distributed through multiple venues to 5th-12th grade student II. Parent meetings, monthly newsletters III. Individual PGP meetings for students in grade 6-11 <p>c. document number of students taking ASVAB d. Recruiters present during school lunches to meet with students</p>	Enlistment papers		a plan for each student.		
	1.4 Ensure Social/Emotional Wellness and Physical Safety for All Students	<p>1.4.1</p> <ol style="list-style-type: none"> a. Ensure a positive and supportive classroom climate of Social and Emotional Wellness by the implementation of CKH at all campuses in all grade levels b. Implement explicit Social and Emotional Skill Building on all campuses c. Provide Training for all staff that work directly with students to support the Social and Emotional Wellness of Students d. Develop a Comprehensive Counseling Program that adheres to the Texas Model of Comprehensive School Guidance e. Provide education and training for students and staff that meets or exceeds state requirements for legislated topics related to health and safety. 	<p>1.4.1</p> <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> 1. Campus walkthroughs with CKH focus 2. Implementation of CKH Premium 3. Process champions planned refresher trainings 4. Leadworthy classes implemented at SJH and SHS 5. Ensure all new staff members are CKH trained b. <ol style="list-style-type: none"> 1. Counselors will provide Guidance lessons on each campus that support CKH, Campus Character Education Programs, and Social and Emotional Wellness 2. Teachers will provide Social and Emotional Skill building lessons. 3. Coordinate health and wellness training groups and presentations for students in collaboration with Community Organizations. 4. Students will be taught Tier One behavior expectations on all campuses c. <ol style="list-style-type: none"> 1. Teachers and instructional staff will be trained to support positive student mental health and incorporate trauma informed instructional practices d. <u>SISD Comprehensive School Counseling</u> e. Link <u>Student required training</u> document and Staff required training 	<ul style="list-style-type: none"> - By 2026, the District will maintain its CKH National Showcase Standing. - By 2026, 100% of students will receive teacher-directed explicit Social and Emotional Skill Building Instruction/Character Education in the classroom on a weekly basis, and Guidance lessons provided by the school counselor in compliance with The Texas Model of Comprehensive School Counseling. - By 2026, 50% of all staff that work 			59	

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
				<ul style="list-style-type: none"> directly with students will have received evidence based mental health training in Mental Health First Aid (or other comparable curriculum) and Trauma Informed Instruction and Discipline. - By 2026, 100% of all campuses will have a well supported comprehensive school counseling program that meets the Texas Model Standards. 				
				<ul style="list-style-type: none"> - BY 2026 100% of all Crisis/Threat Assessment Teams, Nurses, Administrators and Counselors will be trained in Psychological First Aid. - By 2026, campuses will reach and maintain a 100% rating in compliance measures related to school safety. - By 2026, campuses will see an improvement in our school safety measures on student climate, culture and bullying measures from _____ to _____. 			60	

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
Priority 2: Focus on Staff Well-Being, Engagement and Growth	BG 2.1 Strengthen organizational capacity and leadership development to support future growth and stability	2.1 a. Survey staff regarding professional learning needs and interests b. Develop meaningful professional learning based on feedback and alignment to Strategic Plan c. Provide opportunities for meaningful professional learning d. Ensure follow-up and follow-through of professional learning e. Develop a comprehensive induction and onboarding program that facilitates the smooth transition of new employees into the school community, enhances their performance, and promotes their professional growth, resulting in improved outcomes and retention. (24-25) f. Redesign and implement Exceptional Leaders I and II training programs targeting current and emerging leaders g. Establish a principal mentorship program for principals with two or less years of experience	2.1 a. Send out professional learning Interest surveys to all staff b. Partner with necessary departments and stakeholders to develop professional learning c. Campus check-ins with leadership teams to follow-up on provided professional learning and create next steps based on specific needs d. Evidence through documentation of department and campus professional learning opportunities provided e. participant feedback scores, employee retention rate, employee promotion rates f. Number of participants enrolled in leadership programs, completion rates, participant feedback scores, participants hired in leadership roles g. Mentee satisfaction, growth in student achievement	By 2026, staff will have multiple opportunities and tiered levels of professional learning as it relates to their area of specialization and the promotion of positive student and staff outcomes. By 2026, 85% of all new employees surveyed respond positively to the employee induction program.		-Increase by 10% staff survey engagement and attendance in off contract professional learning -Develop district wide system to track documentation of department and campus professional learning	Increase by staff survey engagement attendance off contract professional learning -Develop a more robust mentor program for year 1-4 teachers	
	2.2 Focus on staff wellness and safety	2.2 a. Expand Retention & Wellness committee to include variety of staff b. Ensure campuses and departments are physically and psychologically safe locations for employees.	2.2 a. Provide committee recommendations to increase retention and wellness through health initiatives and employee counseling b. Work with Splendora ISD Police Department and Maintenance Department to ensure campuses are safe, clean, and secure. b(2)- SISD Leadership will enact initiatives to ensure psychological safety (expand on this)	By 2024 SISD employees will feel safe at work and believe that SISD offers great wellness opportunities for both themselves and their families.		-Intentional time built into PD for employee wellness. -Implement 2 Day Resiliency Training -Provide a Fall and Spring health event	Complete Spring/Fall Staff Engagement Survey 61 Satisfaction Survey	
	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. Develop methodology for all staff retention. d. Measure teacher retention on all campuses. e. Measure all staff retention on campuses and departments.	2.3 a. Staff surveys in fall and spring to gauge staff satisfaction with the District. b. Staff surveys in fall and spring to gauge staff trust with supervisors in the District. c. Analyze turnover data in November for retention rates.	By 2026 SISD employees will be satisfied with their jobs, departments, and supervisors. (Indicate Question Number) By 2026 we will move from 76% to 85% annual District teacher retention rate By 2026 we will move from 70% to 85% annual staff retention rate. By 2026 we will move from 60% to 80% participation in surveys.		-Evaluate Fall surveys and evaluate recommendations into budget assumption meetings. -Achieve 80% Retention Rate for the District. -Achieve 65% participation rate in staff surveys.	Create a competitive compensation plan	
Priority 3: Focus on Community Engagement, Transparency and Trust	3.1 Augment Community Partnerships	3.1 a. Continue Business Coalition Meetings (Young Adults/Business Owners internship) b. Involve Fine Arts Council with the Bond Steering Committee c. Host Faith Leadership Breakfast, Community Leaders Breakfast, Realtor Lunch & Learn d. Engage senior citizens and	3.1 a. Businesses continue to see programs in action; IncubatorEDU is in motion b. Fine Arts highlighted at Board meeting; FAC recommends campus-based auditorium; join Bond Steering Committee c. FL recommended meeting more often and doing a community service project; Mr. Vargas will begin visiting	Stakeholders are 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.	Business Coalition Mtgs. (2) and CTE Showcase & Car Show Fine Arts Council Mtgs. (2)	-Business Coalition mtg on 9/22/23- IncubatorEDU @SHS Committee following FAC meeting on 9/20/23		

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
		<ul style="list-style-type: none"> e. Increase District Improvement Team Council (DEIC) members by advertising by email or app, on Splendor Folk or social Media, and on the App. f. Host Community Town Hall 	<ul style="list-style-type: none"> d. Create a Wildcat Legacy Club and a meeting date (11/9/23). The next step is to get a list of potential volunteer activities from the principals. e. Saw increased levels of engagement and participation (46 members) f. Community Hall held October 18, 2023 	<p>3.1.a. By 2026, the young adult/business internships will have met seven times.</p> <p>3.1.b. Each year, improve attendance.</p> <p>3.1.c. App downloads and community email subscriptions will grow by 10% each year.</p> <p>3.1.d. New members will be added on a continual basis.</p>	<p>DEIC Mtgs. (5)</p> <p>8,534 app downloads ↑1,063</p> <p>Facebook 7,870 ↑629</p> <p>Instagram 1794 ↑117</p> <p>Twitter 1636 ↑125</p> <p>LinkedIn 719 ↑136</p> <p>YouTube 1040 ↑67</p>	<p>Faith Leaders met 4 times this year.</p> <p>Wildcat Legacy met 3 times this year.</p> <p>We had 43 members on the DEIC.</p> <p>Town Halls in June and October</p>		
	3.2 Increase Engagement with All Parents	<p>3.2</p> <ul style="list-style-type: none"> a. Offer 2-way communication (Let's Talk) b. Align teacher-based communication into one platform (Remind) c. Track parent attendance and feedback at every event d. Target new parents e. Target multilingual parents f. Watch DOGS g. Parent University h. Transition Fair for parents of students with special needs 	<p>3.2</p> <ul style="list-style-type: none"> a. Let's Talk dialogues and customer experience b. Teacher communication on Remind c. Event attendance and feedback d. Welcome bags to registrars, PTOs, Booster Club memberships, volunteers, and front-line employees who have monthly training to improve customer relations. e. Title III liaisons will host meetings for multilingual parents, add instructional "how to" videos to the website, and host ESL classes. 	<p>By 2026, parent and volunteer attendance will increase, the Let's Talk customer experience rating will improve, and complaints will decrease.</p>	<p>130 Let's Talk Dialogues 22-23 school year</p> <p>Event attendance - not tracked consistently.</p> <p>Volunteer hours increased from 12,358 in 21-22 to 18,898 in 22-23</p> <p>Welcome bags distributed to registrars</p> <p>Campus liaisons</p>	<p>294 Let's Talk Dialogues 23-24 school year.</p> <p>Teachers sent 3,239,121 Remind messages from August 1, 2023 - May 21, 2024</p> <p>Volunteer hours increased from 18,898 in 22-23 to _____ in 23-24</p> <p>Liaisons at each campus</p> <p>Watch DOGS at PCE</p> <p>Held 2 Parent University Events</p> <p>The Transition Fair was held on April 30</p>	62	

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
	3.3 Increase transparency and trust	3.3 a. Post calendar events on the website and monthly district newsletter b. Share district and campus news through email/app c. Use social media to share our story d. Promote Let's Talk	3.3 a. Confirm calendar events on the website align with bimonthly campus newsletters (The Monthly Update is sent out beginning August 2024.) b. Improve the number of parents receiving email notifications/increase app downloads. c. Answer social media comments and increase followers d. Increase Let's Talk dialogues and improve the customer experience e. Online ticket sales f. Pictures of all employees annually	By 2026, community trust will be validated by the support of District Initiatives and Bonds and the support of Board, District, and Campus Leadership.	Approved Prop A on the November 2022 election Let's Talk Customer Experience 9.3	The new website allows users to search for campus events. The Monthly Update is sent at the end of the month to all parents and staff. Insert social media stats Online ticket sales are fully implemented. School pictures of all employees taken Let's Talk customer experience improved to 9.6.	63	
	3.4 Improve communication strategies and community engagement efforts to share relevant information, celebrate achievements, and increase participation in district events.							
Priority 4: Focus on Strategic Alignment of Financial and Operational Systems for Long Term District Growth	4.1 Develop systematic long range plan and process to accommodate long term district growth.	4.1 a. Conduct master plan for east and west campus; report to be delivered to L&F Committee and Board b. Review facility assessment and master plans to begin planning for 2025 Bond. c. Increase demographic frequency (1 full and 1 mini per year) d. Continue to look and plan for land purchases for	4.1 a. Long range facility plan that includes 10 year projections for facilities, bond capacity, and explanatory language regarding projects and timelines. b. Re-engage Bond steering committee and L&F committee to update needs assessment to begin planning for 2025 bond (May 2025) c. Our staffing and facility needs are only as good as	Long-Range Plan is completed and used in a systematic, transparent manner.				

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	25-26
		future growth.	our demographic reports (will contact PASA and potentially Zonda?)					
	4.2 Ensure Efficiency, Cost Avoidance, and Strategic Alignment of Resources	<p>4.2</p> <p>a. Develop staffing ratios to accommodate increasing growth</p> <p>b. Conduct Energy Management, Budgeting, and Departmental Audits to ensure strategic alignment of resources and efficiency.</p> <p>c. Increase focus on planning on safety and security requirements budgetarily.</p>	<p>4.2</p> <p>a. Ascender; TASB staffing audit (shared internal google drive), PEIMS database (retention rate), OnPoint, TASB online salary database</p> <p>b. TxEIS, Audit results (would have to find data source- could plug into the audit companies dataset)</p> <p>c. Police vehicles, officer costs, equipment costs, increased facility needs (property evidence room) - long range do we look at a police building/emergency command center centrally located?</p>	District budget can strategically accommodate growth and student and staff mobility.				
	4.3 Ensure Coherent and Transparent Budget Development, Adoption and Management	<p>4.3</p> <p>a. Strategically begin budgeting process earlier</p> <p>b. Conduct Budget Assumption and related process-</p> <p>c. Ensure timely and accurate staffing processes for campuses and departments.</p>	<p>4.3</p> <p>a. Conducted first budget workshop on September 5th - next board workshop in November</p> <p>b. Begin bi-monthly meetings on budget assumption with CFO and CAO Budget Assumption Memo</p> <p>c. Monthly Staffing reviews beginning each January for all campuses and departments.</p>	<p>4.3</p> <p>Budget processes and planning beginning earlier will allow greater flexibility and systematic, continuous improvement.</p> <p>Final Budget Assumption</p>		Budget Assumption Memo Budget Development Calendar Staffing Guidelines		64
	BG 4.4 Ensure the consistent, clear, and transparent provision of measurable data for all stakeholders.	<p>4.4</p> <p>a. Engage with stakeholders to understand their data needs and ensure that data provided meets these needs effectively</p> <p>b. Develop standardized data reporting formats to ensure consistency and clarity</p>	<p>4.4</p> <p>a. Stakeholder Feedback regarding data transparency</p> <p>b. Creation and adoption of standardized templates</p> <p>c. Conduct surveys to gauge stakeholder satisfaction with the clarity, consistency, and transparency of the data provided</p>	4.4				
	BG 4.5 Ensure district-wide school safety and emergency preparedness	<p>4.5</p> <p>a. Establish a police valuation committee to ensure school police use best practices and are prepared for emergency events</p> <p>b. Ensure all staff are trained yearly on Standard Response Protocol</p> <p>c. Fully implement the use of the Rave App</p> <p>d. Complete yearly campus safety and security audits</p>	<p>a. Committee is created and meets twice per semester to evaluate school police practices</p> <p>b. SRP training logs</p> <p>c. Staff training on RAVE app</p> <p>d. Audit logs</p> <p>e. Development and implementation of the SISD Emergency Operation Plan</p> <p>f. Crisis/Threat Assessment Teams, Nurses, Administrators and Counselors will be trained to support students social and emotional well being in a crisis situation</p> <p>g. Provide training for District and Campus Behavioral threat Assessment Teams to recognize and make determinations regarding threats to campus safety.</p> <p>h. Teach students the expectations for campus safety measures</p> <p>i. Implement a confidential reporting program</p> <p>j. Practice school safety drills utilizing the guidelines set forth by the Texas School Safety Center</p> <p>k. Complete campus safety check audits with SISD Police Department</p> <p>l. Provide Trusted Adult Training to all instructional staff that includes Suicide Prevention, Bullying Prevention, Threat</p>	All campuses meet required drills c. Yearly audits are completed for every campus				

Strategic Priorities	Performance Goals	Key Strategic Actions	Progress Measures (Evidence)	Picture of Success (annual [X to Y by Z])	22-23	23-24	24-25	2 5 - 2 6
			Prevention and Reporting Abuse requirements.					

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
Priority 1: Focus On Student Success	1.1 Increase opportunities to support student engagement and well-being (BG 24-25) 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 Strengthen organizational capacity and leadership development to support future growth and stability. (BG 24-25) 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 3.4 Improve communication strategies and community engagement efforts to share relevant information, celebrate achievements, and increase participation in district events. (BG 24-25)
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 the efficient and strategic alignment of resources through coherent, transparent budget development, adoption, and management to achieve cost avoidance. 4.3 Ensure the consistent, clear, and transparent provision of measurable data for all stakeholders. 4.4 Ensure district-wide school safety and emergency preparedness (BG 24-25)

5/24/24

5/24/24																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 5/26/23	Diff.	Total	Last Day 5/26/23	Diff.
Splendora HS												450	380	362	277	1469	1311	158	1444	1281	163
Splendora Jr High										419	389					808	794	14	808	794	14
Peach Creek Elem	3	56	83	101	96	75	107	84	94							699	552	147	667.5	531	136.5
Greenleaf Elem	5	59	89	87	86	83	95	96	107							707	837	-130	674.5	786.5	-112
Piney Woods Elem	10	70	77	109	91	105	105	122	103							792	548	244	749	523	226
Timber Lake Elem	6	69	97	131	111	104	106	103	113							840	899	-59	800.5	862.5	-62
JJAEP											2		1	3		6	0	6	0	0	0
District Total	24	254	346	428	384	367	413	405	417	419	391	450	381	365	277	5321	4941	380	5143.5	4778	365.5
First Day 2022-2023	7	169	323	293	321	344	338	342	353	347	396	345	353	311	252	4494			4382		
Difference	17	85	23	135	63	23	75	63	64	72	-5	105	28	54	25	827			761.5		
Current Day	24	254	346	428	384	367	413	405	417	419	391	450	381	365	277	5321			5143.5		
This Day Last Year	35	204	373	340	353	373	386	375	397	373	421	370	377	286	278	4941			4778		
Difference	-11	50	-27	88	31	-6	27	30	20	46	-30	80	4	79	-1	380			365.5		



Teacher Appreciation Day



Champion Kid's Day



CTE Expo



SJH Band⁶⁸ Concert



LSC-K Graduates

SHS Graduation



Class of 2036!

DLT Meeting



Clay Club - State Champions in Skeet



Substitute Appreciation Lunch



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 10, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition
- Information

Name of Person Responsible: Dr Jeff Burke

Department or Campus: Superintendent

Topic: RB Tullis Presentation

Background Information: The R.B. Tullis Award was created by the Board of Trustees in May 1995 to recognize a community member who has made a significant impact on the Splendoria ISD community.

Attachments:

Superintendent's Resolutions: Recommended

2024 RB Tullis Winners

Kevin Burns
Corey Johnson
Christine Chapman
Carl Smith



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 6/17/24

Submitted Date: 6/12/24

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: Carrie Garza

Department or Campus: Teaching and Learning

Topic: Priority 1- Focus on Student Success

Background Information: The presentation contains data that represents student growth through multiple measures of assessment.

Attachments: June 2024 Board Meeting

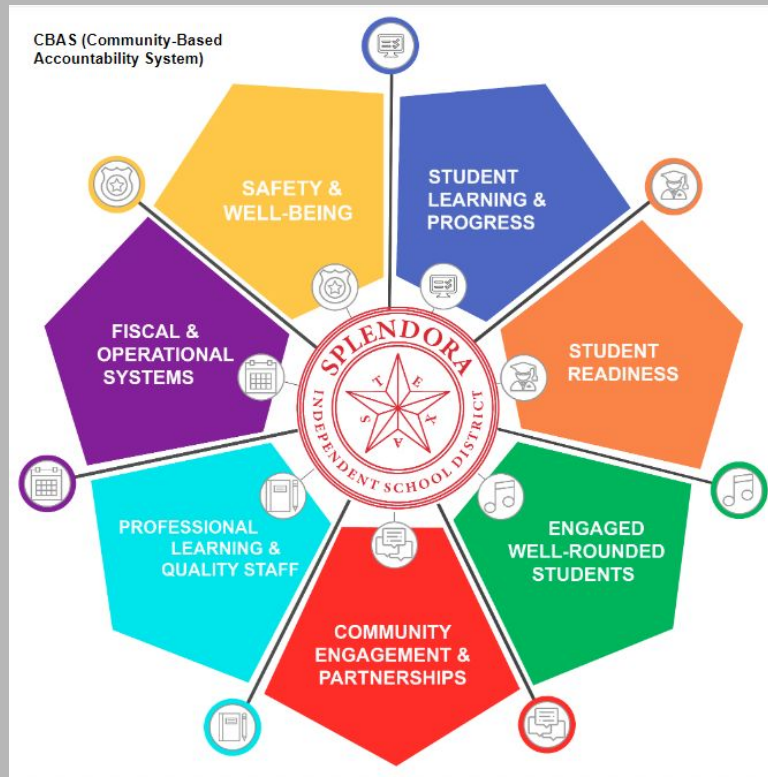
Superintendent's Resolutions: Reviewed

Teaching & Learning

June 2024 Board Meeting



Alignment to Strategic Plan



STRATEGIC DIRECTION 3.0 - *why we exist*

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

MISSION Cultivating Exceptional People

BELIEFS - <i>why we act</i>	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 Splendor 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

EDUCATOR PROFILE
The Splendor ISD Educator Profile includes all members of the learning organization who interact with, guide and support our students. Every educator will be inspired and motivated to be: Designers, Relational, Servant Leaders, and focused on a Growth Mindset.
[Splendor ISD's Educator Profile](#)

STRATEGIC PRIORITIES
[Click here for the most recent SISD Strategic Priorities.](#)

Splendor ISD Strategic Plan Balanced Scorecard 2022-2026

Strategic Priorities	Performance Goals
<ul style="list-style-type: none"> Mission: Cultivating Exceptional People Vision: Right People. Right Things. Right Way. Right Resources. Right Relationships 	<ul style="list-style-type: none"> In Splendor ISD, We Believe... <ul style="list-style-type: none"> 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.
Priority 1: Focus On Student Success	1.1 Increase opportunities to support student engagement 1.1 (a) Focus on students who are not presently engaged in a school-related activity * (BG) 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 3.4 Increase Communication Opportunities for High Profile Programs* (BG)
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

Community-Based Accountability System (CBAS)

- Student Learning & Progress
- Student Readiness

Strategic Direction -Student Focused -Learning

Balanced Scorecard -Priority 1: Focus on Student Success

PK

PK CLI Assessment

- Administered BOY & EOY
- Main focus of the assessment is
Phonological Awareness and Math
Skills
- EOY assessment shows growth in both
areas

Next Steps:

- Supplemental Curriculum to focus on⁷⁶
Phonological Awareness
- Resource & Training
will be provided

Reading Language Arts

Detailed Report for RLA (Slides 1-17)

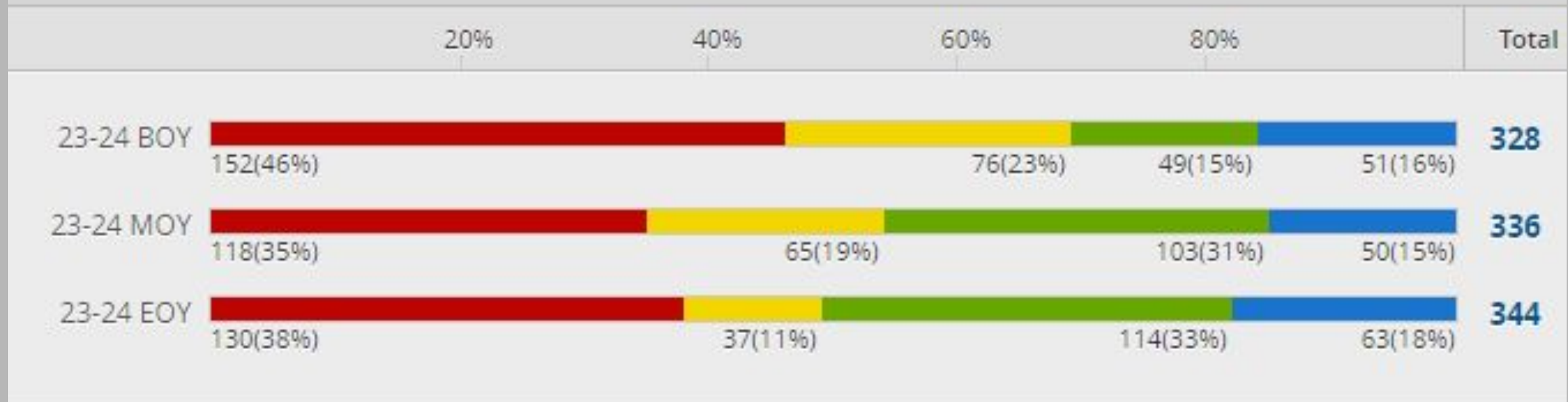
District Level- mCLASS English Kindergarten-2nd

Account	District	Well Below Benchmark	Below Benchmark	At Benchmark	Above Benchmark	Total Students
SPLENDORA IND SCHOOL DISTRICT Current as of 06/04/2024						
Grade K Reference Data (Compare these results against a wider population)						
Splendora Ind School District	23-24 BOY	152(46%)	76(23%)	49(15%)	51(16%)	328
	23-24 EOY	130(38%)	37(11%)	114(33%)	63(18%)	344
Grade 1 Reference Data (Compare these results against a wider population)						
Splendora Ind School District	23-24 BOY	160(40%)	95(23%)	100(25%)	50(12%)	405
	23-24 EOY	160(37%)	55(13%)	118(28%)	93(22%)	426
Grade 2 Reference Data (Compare these results against a wider population)						
Splendora Ind School District	23-24 BOY	170(50%)	52(15%)	84(24%)	38(11%)	344
	23-24 EOY	141(39%)	60(16%)	97(26%)	69(19%)	367

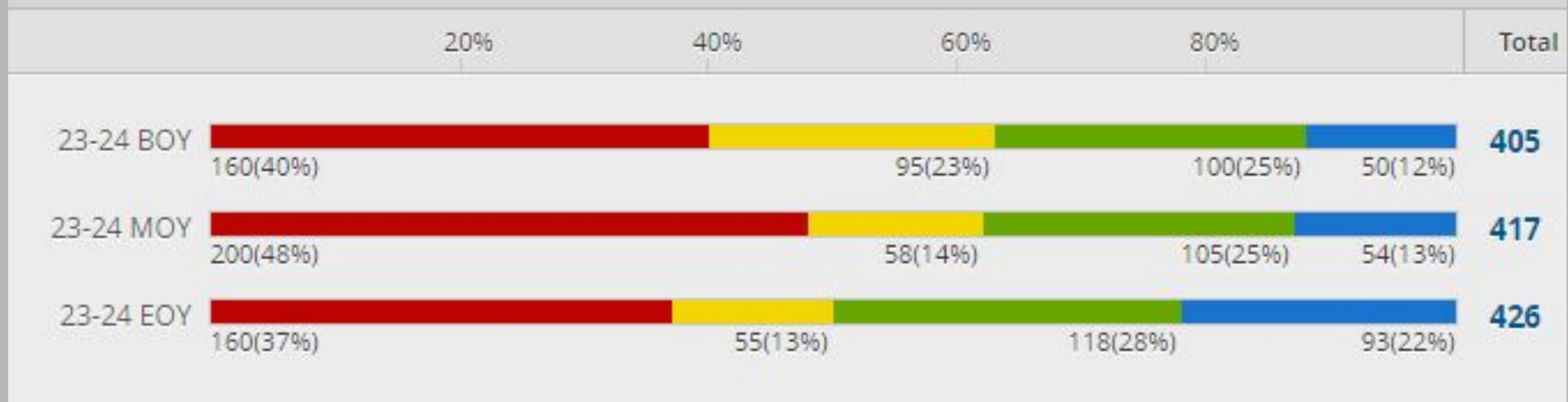
Next Steps-

- Ensure teachers are supported with implementing tier one instruction.
- Ensure new teachers to the district and/or grade level receive quality implementation training.
- Ensure intervention is started early in the year. (In 1st and 2nd, students need to begin tier 2 and 3 intervention based off of the previous year.)

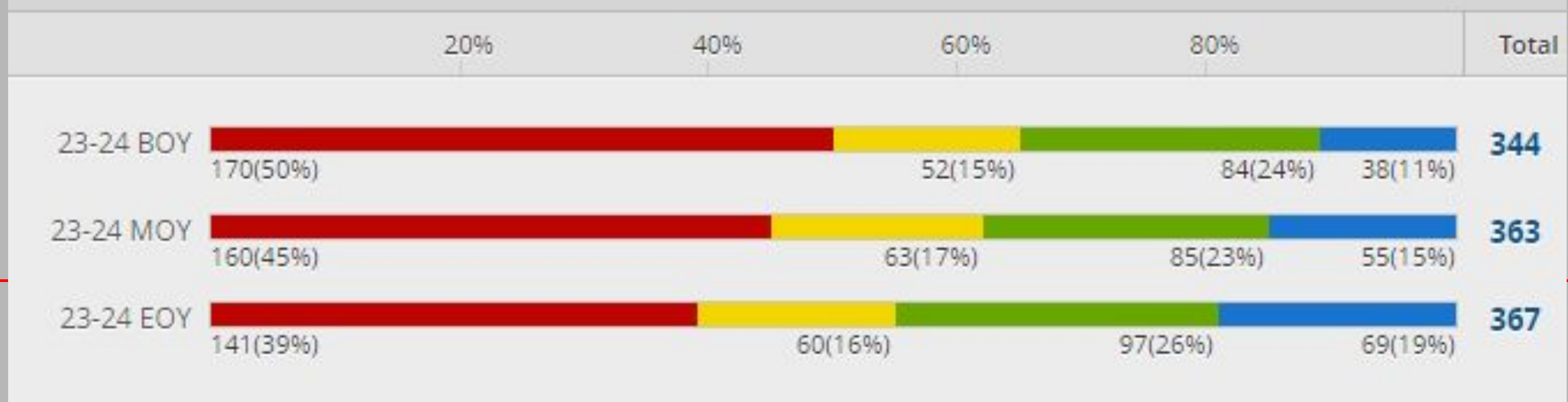
Kindergarten



1st Grade



2nd Grade



Growth of “At or Above” Benchmark

Kindergarten
20% (77 students)

1st Grade
23% (61 students)

2nd Grade
10% (44 students)

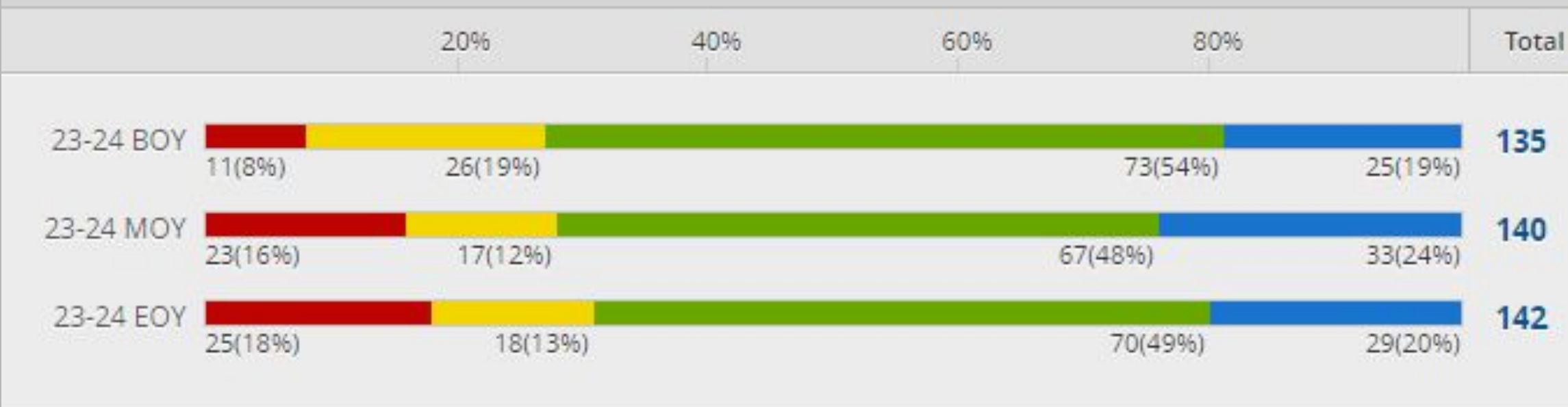
District Level- mCLASS Lectura Spanish Kindergarten-2nd

Grade	Reference Data (Compare these results against a wider population)
Grade K	<p>Splendor Ind School District</p> <p>23-24 BOY: 11(8%), 26(19%), 73(54%), 25(19%) 135</p> <p>23-24 MOY: 23(16%), 17(12%), 67(48%), 33(24%) 140</p> <p>23-24 EOY: 25(18%), 18(13%), 70(49%), 29(20%) 142</p>
Grade 1	<p>Splendor Ind School District</p> <p>23-24 BOY: 36(30%), 20(17%), 50(41%), 14(12%) 120</p> <p>23-24 MOY: 46(37%), 15(12%), 43(34%), 21(17%) 125</p> <p>23-24 EOY: 55(43%), 14(11%), 36(28%), 23(18%) 128</p>
Grade 2	<p>Splendor Ind School District</p> <p>23-24 BOY: 59(56%), 9(9%), 32(30%), 5(5%) 105</p> <p>23-24 MOY: 50(46%), 14(13%), 35(32%), 10(9%) 109</p> <p>23-24 EOY: 40(35%), 20(17%), 35(30%), 21(18%) 116</p>

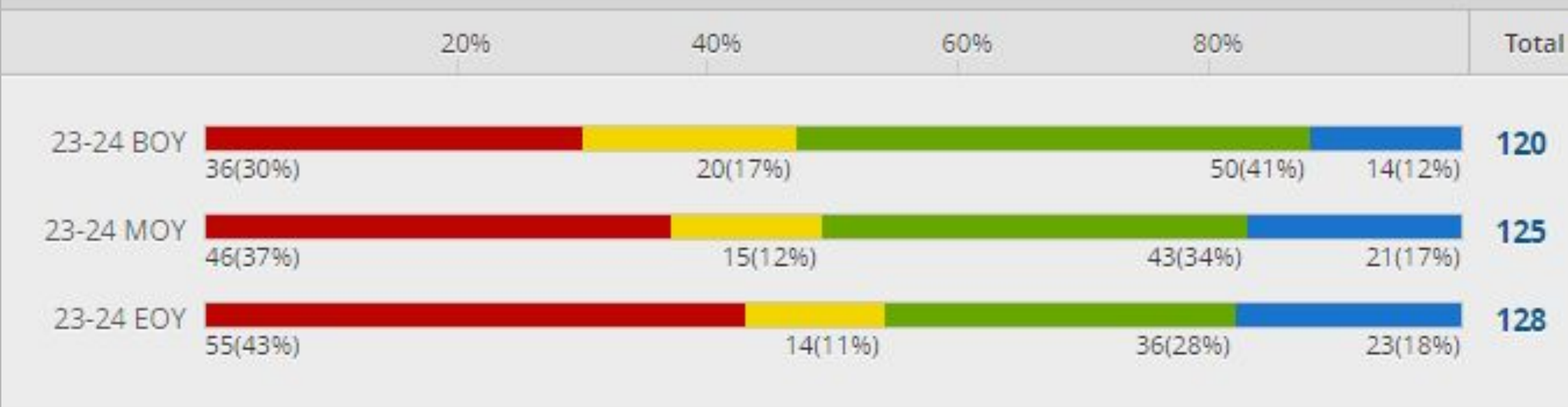
Next Steps-

- Provide teachers with Spanish reading intervention resources and training.
- Support with implementing Tier 1 instruction.

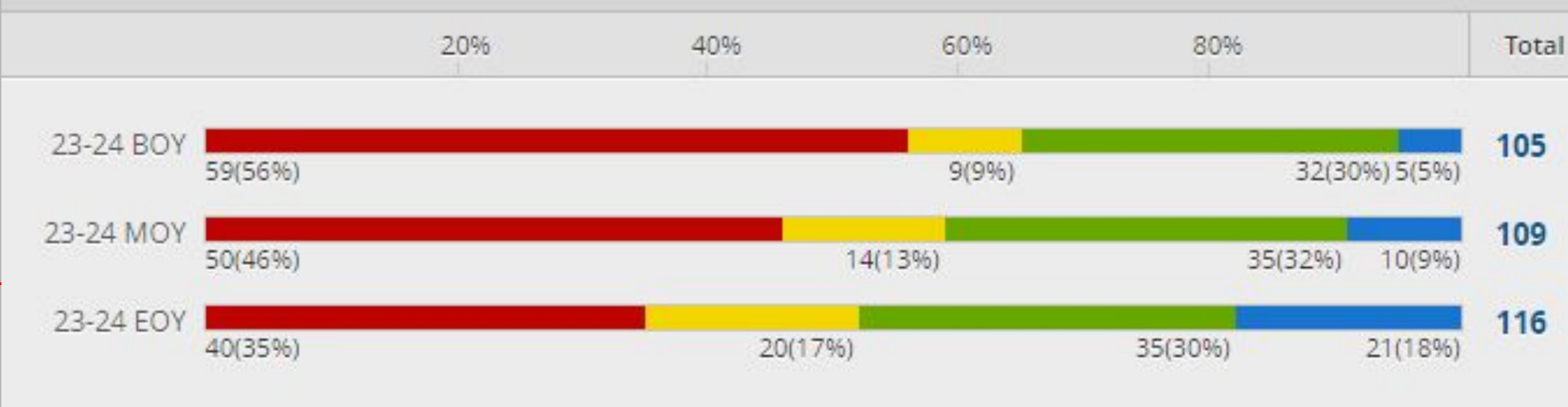
Kindergarten



1st Grade



2nd Grade



Growth of "At or Above" Benchmark

Kindergarten

-4% (+1 students)



1st Grade

-7% (-5 students)

2nd Grade

+13% (+19 students)

3rd Grade



Grade 3 RLA			
	Approaches or better	Performance Distribution	
District	68% (+5)		
		Percent	32% 31% 28% 9%
		Count	105 102 94 29
Texas	75%		
		Percent	25% 26% 28% 21%
		Count	91K 92.7K 100K 75.3K

Next Steps- ECR

-Continue to refine Amplify tier one instruction by providing support and coaching to classroom teachers.

-Provide support for ECR teaching and embedding it in the content currently being used. Focus on differentiated instruction-moving students out of the zero category.



3rd Grade Spanish



Grade 3 RLA - SPANISH												
	Approaches or better	Performance Distribution										
District	44% (+1)	 <table border="1"> <tr> <td>Percent</td> <td>56%</td> <td>17%</td> <td>11%</td> <td>17%</td> </tr> <tr> <td>Count</td> <td>10</td> <td>3</td> <td>2</td> <td>3</td> </tr> </table>	Percent	56%	17%	11%	17%	Count	10	3	2	3
Percent	56%	17%	11%	17%								
Count	10	3	2	3								
Texas	45%	 <table border="1"> <tr> <td>Percent</td> <td>55%</td> <td>28%</td> <td>9%</td> <td>8%</td> </tr> <tr> <td>Count</td> <td>18.7K</td> <td>9.7K</td> <td>3K</td> <td>2.8K</td> </tr> </table>	Percent	55%	28%	9%	8%	Count	18.7K	9.7K	3K	2.8K
Percent	55%	28%	9%	8%								
Count	18.7K	9.7K	3K	2.8K								



Next Steps-

- Provide supplemental Spanish reading intervention materials.
- Provide teacher support through professional development and training in Content Based Language Instruction.

4th Grade-6th Grade

Grade 4 RLA		
	Approaches or better	Performance Distribution
District	72% (+2)	 Percent 28% 38% 26% 8% Count 102 141 95 30
Texas	81%	 Percent 19% 31% 28% 23% Count 69.1K 112K 102K 84.4K



Grade 5 RLA		
	Approaches or better	Performance Distribution
District	66%(+7)	 Percent 34% 30% 21% 15% Count 130 118 80 59
Texas	78%	 Percent 22% 24% 25% 29% Count 81K 91.5K 94.8K 107K

Grade 6 RLA		
	Approaches or better	Performance Distribution
District	71% (+3)	 Percent 29% 27% 30% 14% Count 117 106 119 55
Texas	75%	 Percent 25% 20% 30% 25% Count 100K 79.1K 117K 96.7K

Next Steps-

- Implementation of Amplify Tier 1 instructional curriculum and resources for 4th-6th grade
- Incorporate grammar/conventions instruction into the scope and sequence that also include opportunities for revising/editing practice as students learn the skills.
- Provide support for ECR teaching and embedding it in the content currently being used.
- Provide teacher training and support this summer as well as throughout the school year



4th Grade Spanish


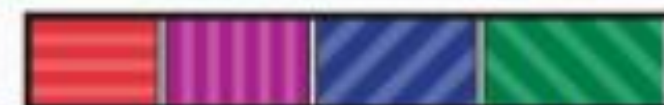
Grade 4 RLA - SPANISH												
	Approaches or better	Performance Distribution										
District	37% (+37)	 <table border="1"> <tr> <td>Percent</td> <td>63%</td> <td>19%</td> <td>6%</td> <td>13%</td> </tr> <tr> <td>Count</td> <td>20</td> <td>6</td> <td>2</td> <td>4</td> </tr> </table>	Percent	63%	19%	6%	13%	Count	20	6	2	4
Percent	63%	19%	6%	13%								
Count	20	6	2	4								
Texas	47%	 <table border="1"> <tr> <td>Percent</td> <td>53%</td> <td>18%</td> <td>17%</td> <td>12%</td> </tr> <tr> <td>Count</td> <td>13.3K</td> <td>4.5K</td> <td>4.3K</td> <td>3.1K</td> </tr> </table>	Percent	53%	18%	17%	12%	Count	13.3K	4.5K	4.3K	3.1K
Percent	53%	18%	17%	12%								
Count	13.3K	4.5K	4.3K	3.1K								

Next Steps-

- Provide supplemental Spanish reading intervention materials.
- Provide teacher support through professional development and training in Content Based Language Instruction.

7th Grade & 8th Grade



Grade 7 RLA												
	Approaches or better	Performance Distribution										
District	66% (+1)	 <table border="1"> <tr> <td>Percent</td> <td>34%</td> <td>27%</td> <td>27%</td> <td>13%</td> </tr> <tr> <td>Count</td> <td>137</td> <td>108</td> <td>109</td> <td>51</td> </tr> </table>	Percent	34%	27%	27%	13%	Count	137	108	109	51
Percent	34%	27%	27%	13%								
Count	137	108	109	51								
Texas	72%	 <table border="1"> <tr> <td>Percent</td> <td>28%</td> <td>20%</td> <td>24%</td> <td>28%</td> </tr> <tr> <td>Count</td> <td>110K</td> <td>79.7K</td> <td>96.2K</td> <td>110K</td> </tr> </table>	Percent	28%	20%	24%	28%	Count	110K	79.7K	96.2K	110K
Percent	28%	20%	24%	28%								
Count	110K	79.7K	96.2K	110K								



Grade 8 RLA												
	Approaches or better	Performance Distribution										
District	66% (-9)	 <table border="1"> <tr> <td>Percent</td> <td>34%</td> <td>31%</td> <td>21%</td> <td>14%</td> </tr> <tr> <td>Count</td> <td>132</td> <td>118</td> <td>81</td> <td>52</td> </tr> </table>	Percent	34%	31%	21%	14%	Count	132	118	81	52
Percent	34%	31%	21%	14%								
Count	132	118	81	52								
Texas	79%	 <table border="1"> <tr> <td>Percent</td> <td>21%</td> <td>24%</td> <td>26%</td> <td>28%</td> </tr> <tr> <td>Count</td> <td>86.1K</td> <td>98.3K</td> <td>104K</td> <td>113K</td> </tr> </table>	Percent	21%	24%	26%	28%	Count	86.1K	98.3K	104K	113K
Percent	21%	24%	26%	28%								
Count	86.1K	98.3K	104K	113K								

Next Steps-

- Review HPLS framework
- Review resources currently being used for reading and writing instruction
- Develop a plan for the explicit teaching of writing
- Provide teacher training this summer as well as support throughout the school year on the implementation of writing instruction

English I & II

English 1 EOC												
	Approaches or better	Performance Distribution										
District	51% (-9)	 <table border="1"> <tr> <td>Percent</td> <td>49%</td> <td>14%</td> <td>32%</td> <td>5%</td> </tr> <tr> <td>Count</td> <td>245</td> <td>68</td> <td>158</td> <td>25</td> </tr> </table>	Percent	49%	14%	32%	5%	Count	245	68	158	25
Percent	49%	14%	32%	5%								
Count	245	68	158	25								
Texas	67%	 <table border="1"> <tr> <td>Percent</td> <td>33%</td> <td>13%</td> <td>37%</td> <td>17%</td> </tr> <tr> <td>Count</td> <td>161K</td> <td>63.3K</td> <td>179K</td> <td>82.9K</td> </tr> </table>	Percent	33%	13%	37%	17%	Count	161K	63.3K	179K	82.9K
Percent	33%	13%	37%	17%								
Count	161K	63.3K	179K	82.9K								

English 2 EOC												
	Approaches or better	Performance Distribution										
District	66% (-3)	 <table border="1"> <tr> <td>Percent</td> <td>34%</td> <td>21%</td> <td>41%</td> <td>4%</td> </tr> <tr> <td>Count</td> <td>141</td> <td>85</td> <td>167</td> <td>17</td> </tr> </table>	Percent	34%	21%	41%	4%	Count	141	85	167	17
Percent	34%	21%	41%	4%								
Count	141	85	167	17								
Texas	74%	 <table border="1"> <tr> <td>Percent</td> <td>26%</td> <td>15%</td> <td>51%</td> <td>9%</td> </tr> <tr> <td>Count</td> <td>118K</td> <td>67.2K</td> <td>237K</td> <td>40.1K</td> </tr> </table>	Percent	26%	15%	51%	9%	Count	118K	67.2K	237K	40.1K
Percent	26%	15%	51%	9%								
Count	118K	67.2K	237K	40.1K								



Next Steps-


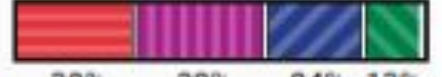
- Review the HPLS frameworks for Eng I and Eng II
- Review how students were being assessed throughout the 23-24 school year (alignment to TEKS and incorporation of multiple question types)
- Review intervention resources and processes
- Review resources currently being used for reading and writing instruction
- Develop a plan for the explicit teaching of writing
- Provide teacher training this summer as well as support throughout the school year on the implementation of writing instruction



Math



Detailed Report for Math (Slides 1-14)



3rd-Algebra 1 Math



Grade 3 Math		
	Approaches or better	Performance Distribution
District	59% (+3)	 Percent 41% 35% 17% 7% Count 139 120 59 24
Texas	69%	 Percent 31% 28% 26% 15% Count 115K 105K 96.2K 56.4K



Grade 6 Math		
	Approaches or better	Performance Distribution
District	64% (+3)	 Percent 36% 44% 17% 3% Count 145 174 67 13
Texas	70%	 Percent 30% 32% 24% 13% Count 118K 125K 94.1K 49.8K

Algebra 1 EOC		
	Approaches or better	Performance Distribution
District	58% (-4)	 Percent 42% 40% 12% 5% Count 207 199 60 26
Texas	79%	 Percent 21% 34% 20% 25% Count 98.4K 159K 91.9K 117K 89

Grade 4 Math		
	Approaches or better	Performance Distribution
District	57% (-7)	 Percent 43% 26% 20% 10% Count 162 98 77 39
Texas	68%	 Percent 32% 23% 24% 21% Count 121K 87K 91.3K 77.5K

Grade 7 Math		
	Approaches or better	Performance Distribution
District	42% (+9)	 Percent 58% 22% 16% 4% Count 232 90 65 16
Texas	53%	 Percent 47% 21% 22% 10% Count 151K 69.3K 70.4K 33.1K

Grade 5 Math		
	Approaches or better	Performance Distribution
District	71% (+2)	 Percent 29% 37% 28% 7% Count 111 142 108 27
Texas	76%	 Percent 24% 27% 30% 19% Count 92.1K 101K 113K 72.7K

Grade 8 Math		
	Approaches or better	Performance Distribution
District	37% (-24)	 Percent 63% 29% 6% 1% Count 189 86 19 4
Texas	70%	 Percent 30% 30% 25% 15% Count 107K 105K 90.9K 52.7K



Next Steps-

Elementary: Implementing Eureka Math and Zearn (K-5)

Middle School: Blended Learning trained teachers, implementing Zearn, Training for Carnegie Math in 24-25(6, 7 & algebra 1), Implementing Carnegie Math in 24-25 for 8th grade



High School: Implementing MATHia, Training on Desmos and TI-Nspire Calculator, Training for Carnegie Math in 24-25, Implementing CM in 25-26

3rd & 4th Grade Spanish

Grade 3 Math - SPANISH												
	Approaches or better	Performance Distribution										
District	67% (+20)	 <table border="1"> <tr> <td>Percent</td> <td>33%</td> <td>42%</td> <td>8%</td> <td>17%</td> </tr> <tr> <td>Count</td> <td>4</td> <td>5</td> <td>1</td> <td>2</td> </tr> </table>	Percent	33%	42%	8%	17%	Count	4	5	1	2
Percent	33%	42%	8%	17%								
Count	4	5	1	2								
Texas	48%	 <table border="1"> <tr> <td>Percent</td> <td>52%</td> <td>28%</td> <td>15%</td> <td>4%</td> </tr> <tr> <td>Count</td> <td>10.8K</td> <td>5.7K</td> <td>3.1K</td> <td>919</td> </tr> </table>	Percent	52%	28%	15%	4%	Count	10.8K	5.7K	3.1K	919
Percent	52%	28%	15%	4%								
Count	10.8K	5.7K	3.1K	919								

Next Steps-



Provide language instructional support with the implementation of Eureka and Zearn.



Grade 4 Math - SPANISH												
	Approaches or better	Performance Distribution										
District	50% (+50)	 <table border="1"> <tr> <td>Percent</td> <td>50%</td> <td>19%</td> <td>27%</td> <td>4%</td> </tr> <tr> <td>Count</td> <td>13</td> <td>5</td> <td>7</td> <td>1</td> </tr> </table>	Percent	50%	19%	27%	4%	Count	13	5	7	1
Percent	50%	19%	27%	4%								
Count	13	5	7	1								
Texas	39%	 <table border="1"> <tr> <td>Percent</td> <td>61%</td> <td>20%</td> <td>13%</td> <td>6%</td> </tr> <tr> <td>Count</td> <td>9.1K</td> <td>3K</td> <td>2K</td> <td>857</td> </tr> </table>	Percent	61%	20%	13%	6%	Count	9.1K	3K	2K	857
Percent	61%	20%	13%	6%								
Count	9.1K	3K	2K	857								



Science

Detailed Report for Science (Slides 15-18)

Science

Grade 5 Science												
	Approaches or better	Performance Distribution										
District	42% (-10)	 <table border="1"> <tr> <td>Percent</td> <td>58%</td> <td>30%</td> <td>10%</td> <td>3%</td> </tr> <tr> <td>Count</td> <td>223</td> <td>114</td> <td>37</td> <td>12</td> </tr> </table>	Percent	58%	30%	10%	3%	Count	223	114	37	12
Percent	58%	30%	10%	3%								
Count	223	114	37	12								
Texas	57%	 <table border="1"> <tr> <td>Percent</td> <td>43%</td> <td>31%</td> <td>15%</td> <td>11%</td> </tr> <tr> <td>Count</td> <td>163K</td> <td>117K</td> <td>59K</td> <td>1.2K</td> </tr> </table>	Percent	43%	31%	15%	11%	Count	163K	117K	59K	1.2K
Percent	43%	31%	15%	11%								
Count	163K	117K	59K	1.2K								

Biology EOC												
	Approaches or better	Performance Distribution										
District	89% (-1)	 <table border="1"> <tr> <td>Percent</td> <td>11%</td> <td>36%</td> <td>45%</td> <td>8%</td> </tr> <tr> <td>Count</td> <td>47</td> <td>157</td> <td>199</td> <td>35</td> </tr> </table>	Percent	11%	36%	45%	8%	Count	47	157	199	35
Percent	11%	36%	45%	8%								
Count	47	157	199	35								
Texas	91%	 <table border="1"> <tr> <td>Percent</td> <td>9%</td> <td>33%</td> <td>39%</td> <td>19%</td> </tr> <tr> <td>Count</td> <td>41.3K</td> <td>145K</td> <td>168K</td> <td>82.8K</td> </tr> </table>	Percent	9%	33%	39%	19%	Count	41.3K	145K	168K	82.8K
Percent	9%	33%	39%	19%								
Count	41.3K	145K	168K	82.8K								

Grade 8 Science												
	Approaches or better	Performance Distribution										
District	36% (-17)	 <table border="1"> <tr> <td>Percent</td> <td>64%</td> <td>28%</td> <td>6%</td> <td>2%</td> </tr> <tr> <td>Count</td> <td>191</td> <td>84</td> <td>17</td> <td>5</td> </tr> </table>	Percent	64%	28%	6%	2%	Count	191	84	17	5
Percent	64%	28%	6%	2%								
Count	191	84	17	5								
Texas	68%	 <table border="1"> <tr> <td>Percent</td> <td>32%</td> <td>26%</td> <td>26%</td> <td>16%</td> </tr> <tr> <td>Count</td> <td>128K</td> <td>103K</td> <td>101K</td> <td>63.8K</td> </tr> </table>	Percent	32%	26%	26%	16%	Count	128K	103K	101K	63.8K
Percent	32%	26%	26%	16%								
Count	128K	103K	101K	63.8K								

Next Steps: Implementing McGraw-Hill curriculum

Social Studies

Detailed Report for SS (Slides 18-20)

8th Grade Social Studies & US History

Grade 8 Social Studies		
	Approaches or better	Performance Distribution
District	36% (-3)	 Percent: 64% 25% 8% 3% Count: 245 95 32 11
Texas	57%	 Percent: 43% 27% 15% 16% Count: 173K 108K 59.3K 64.7K

US History EOC		
	Approaches or better	Performance Distribution
District	94% (-1)	 Percent: 6% 41% 34% 19% Count: 22 152 128 69
Texas	95%	 Percent: 5% 26% 32% 37% Count: 17.7K 102K 124K 143K

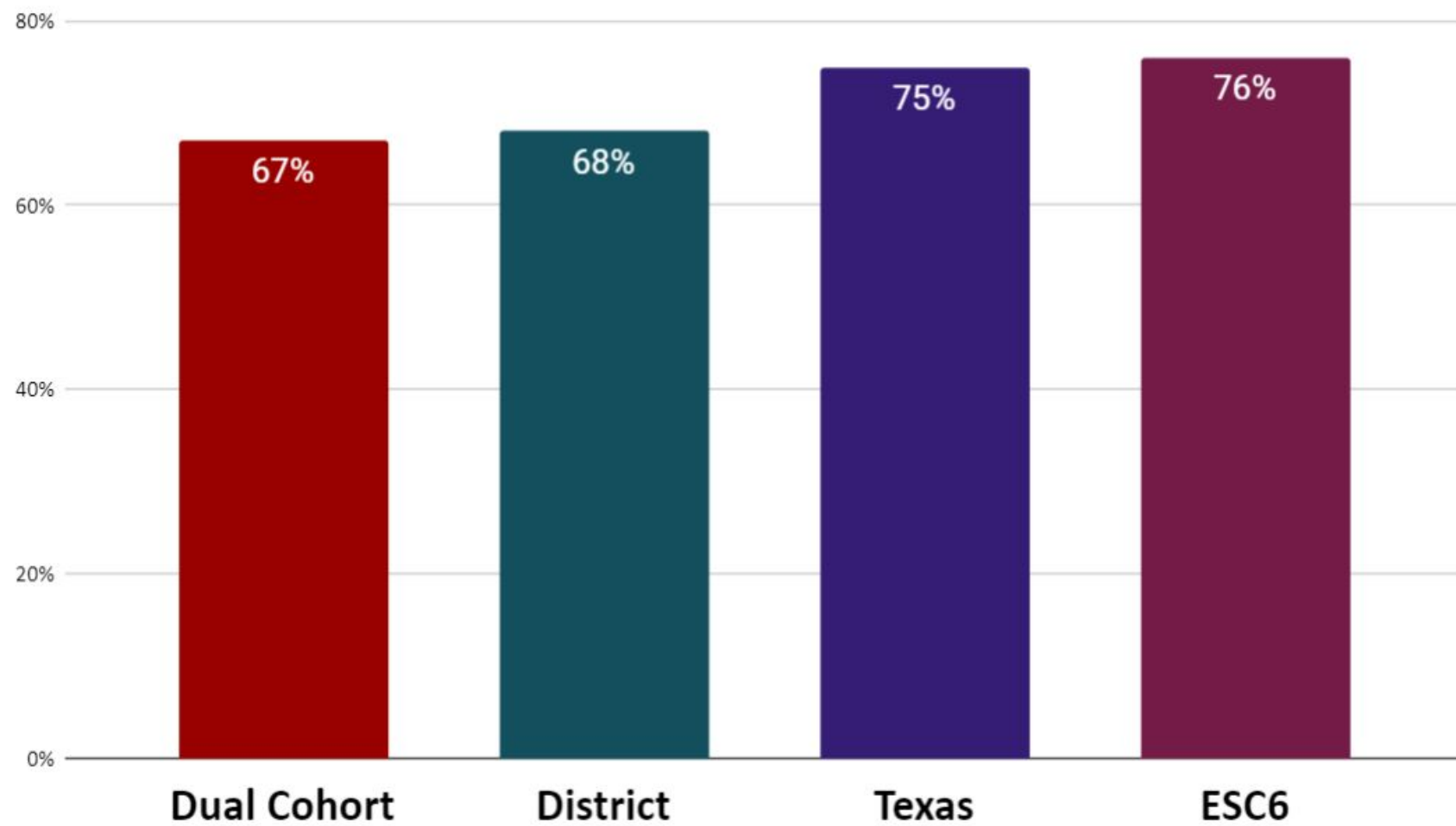
Next Steps-

- Review the HPLS framework to ensure depth and complexity for the TEKS
- Review resources currently being used for 8th grade US History
- Review how students were being assessed throughout the 23-24 school year (alignment to TEKS and incorporation of multiple question types)
- Review how social studies process skills are being explicitly taught in 8th grade and US History
- Provide teacher training this summer as well as support throughout the school year

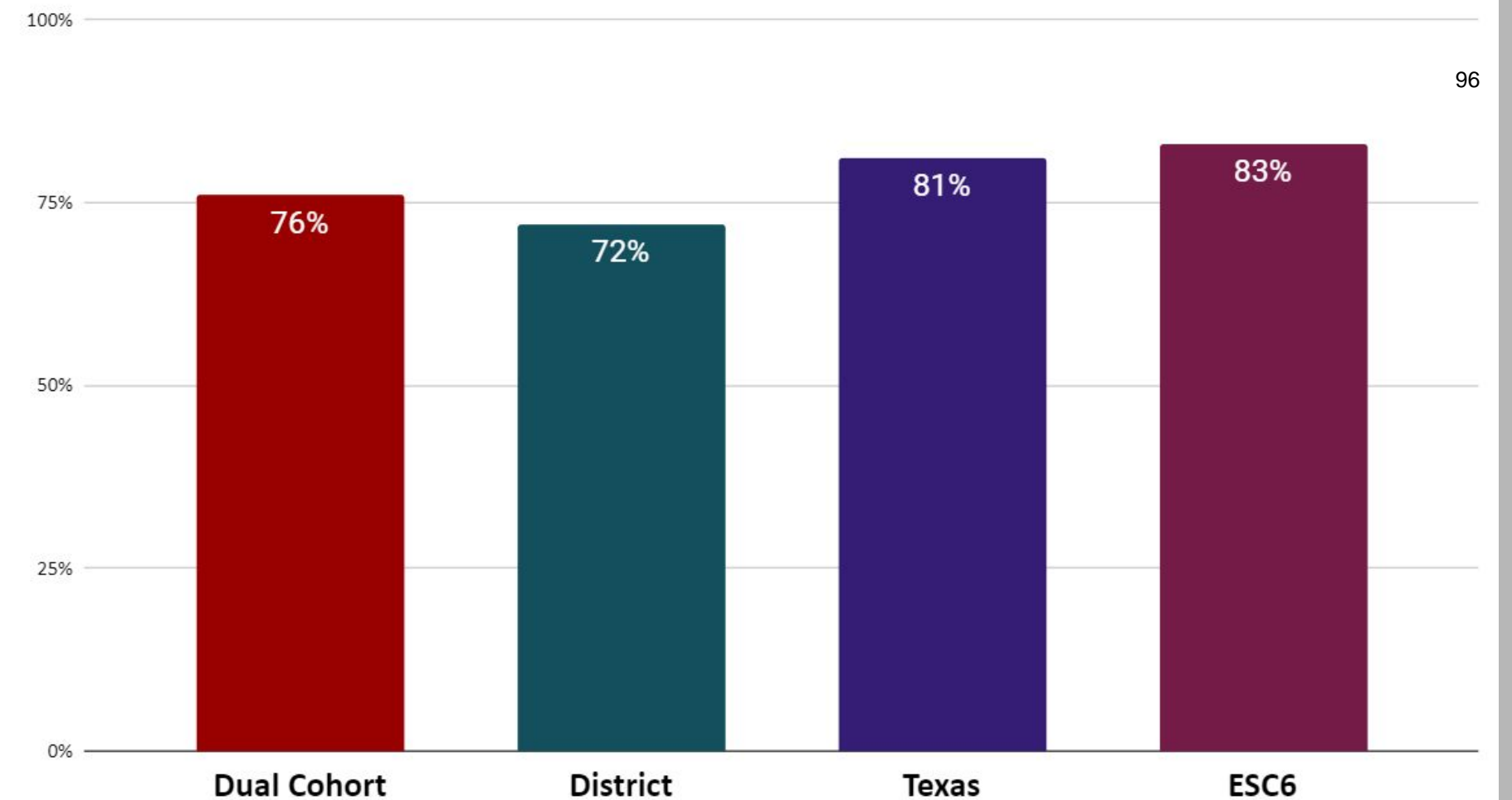
Dual Language

English Reading STAAR Performance Dual Language

3rd English STAAR (Approaches or better)

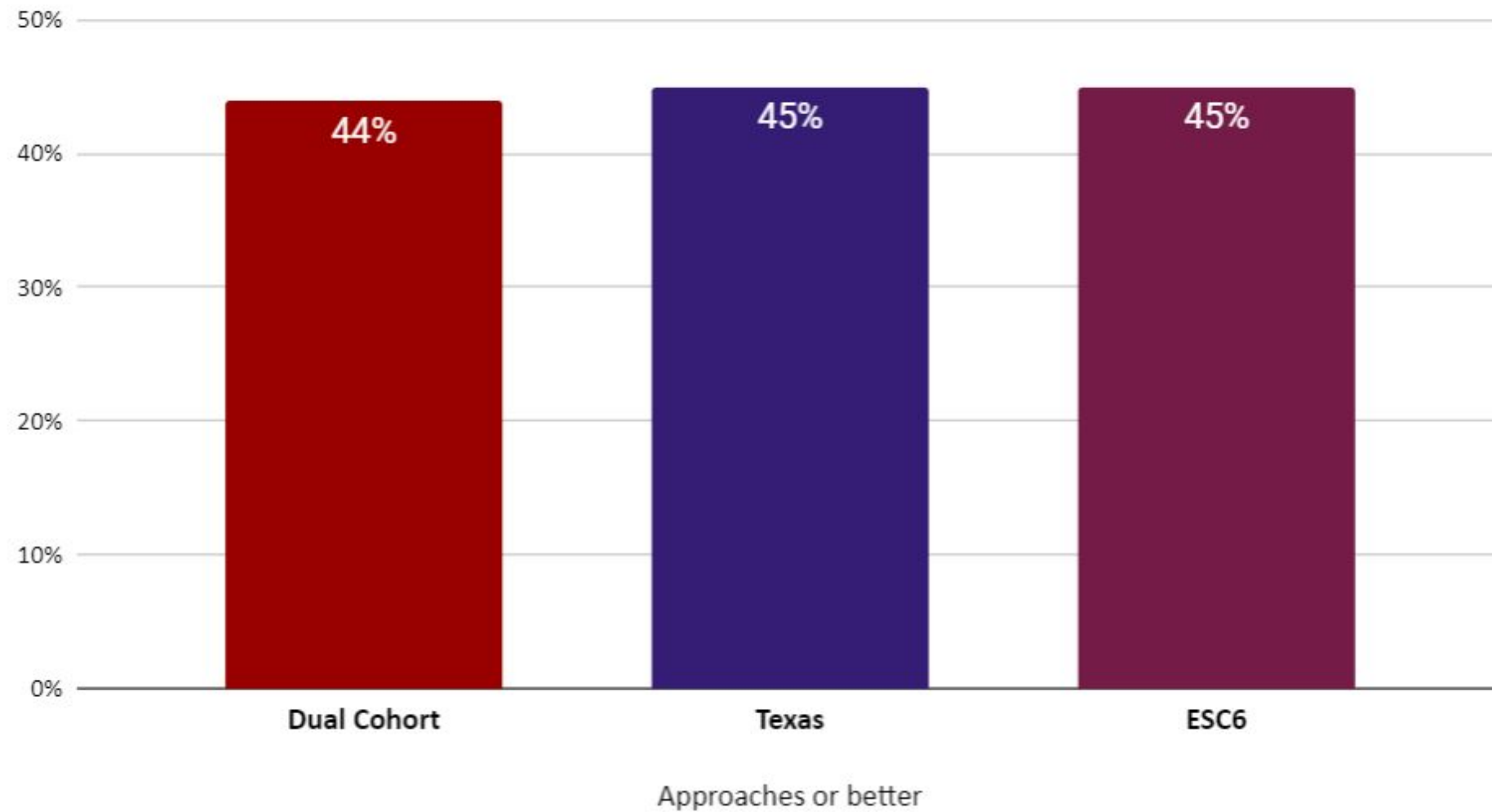


4th English STAAR (Approaches or better)

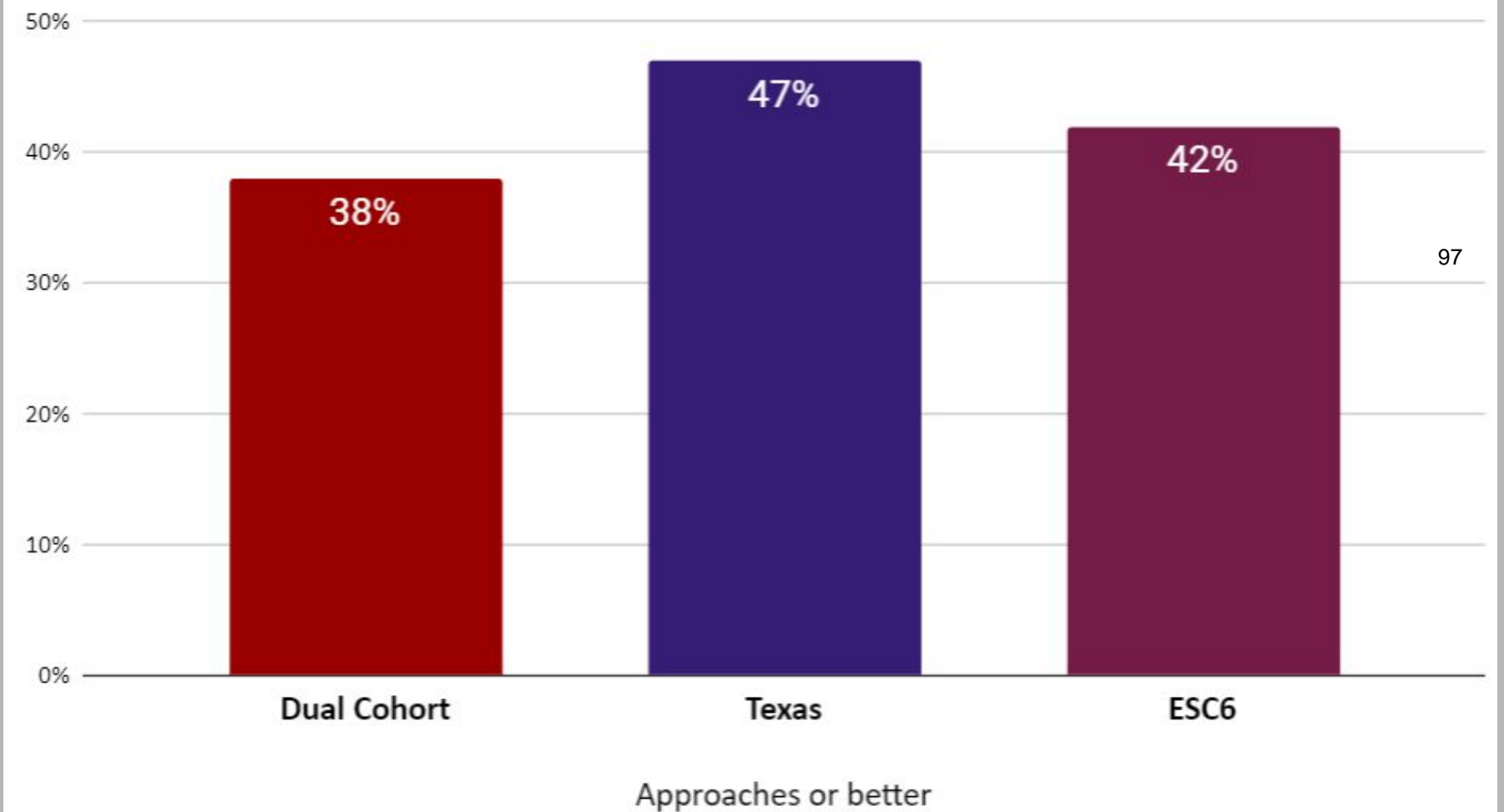


Spanish Reading STAAR Performance Dual Language

2024 3rd Spanish RLA



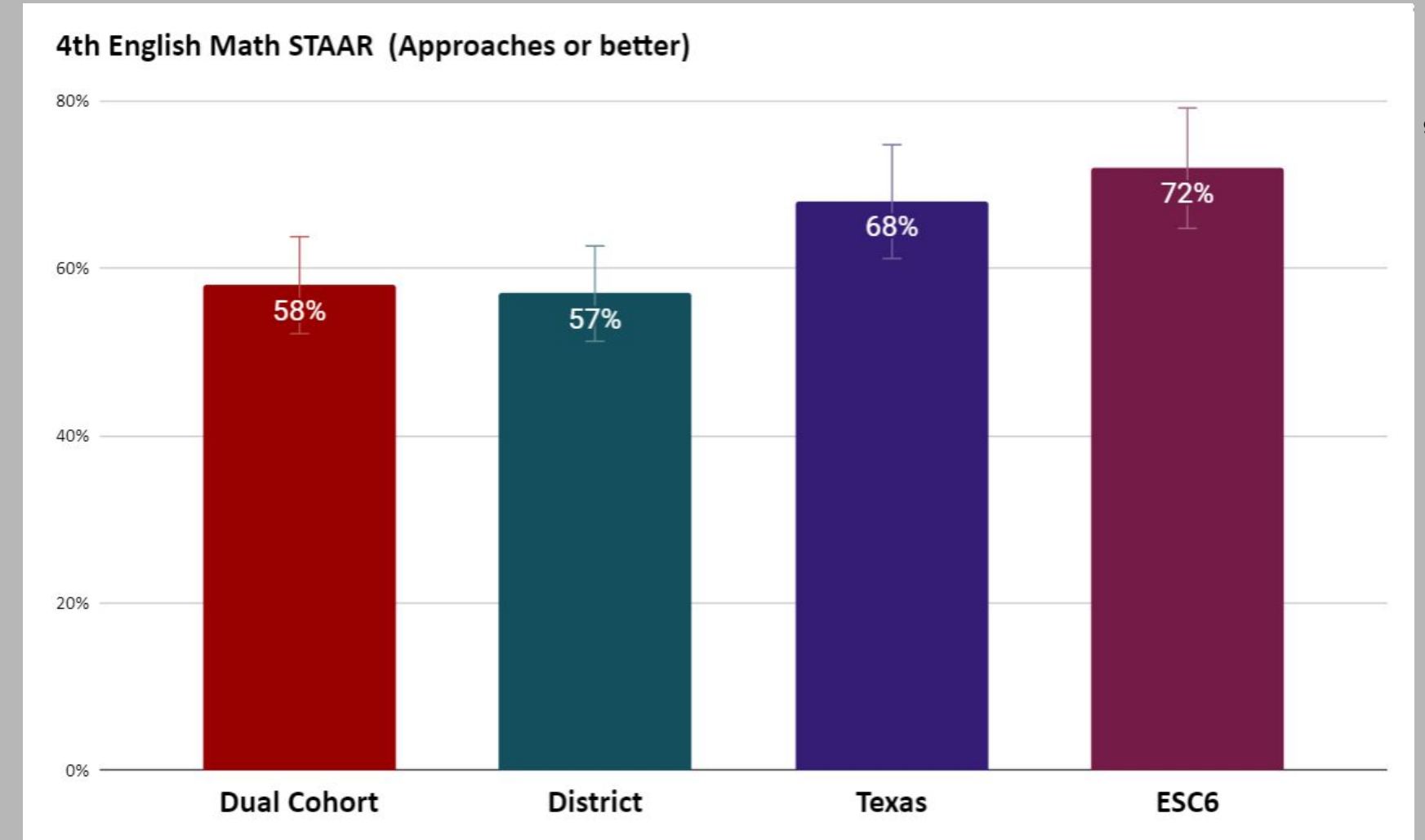
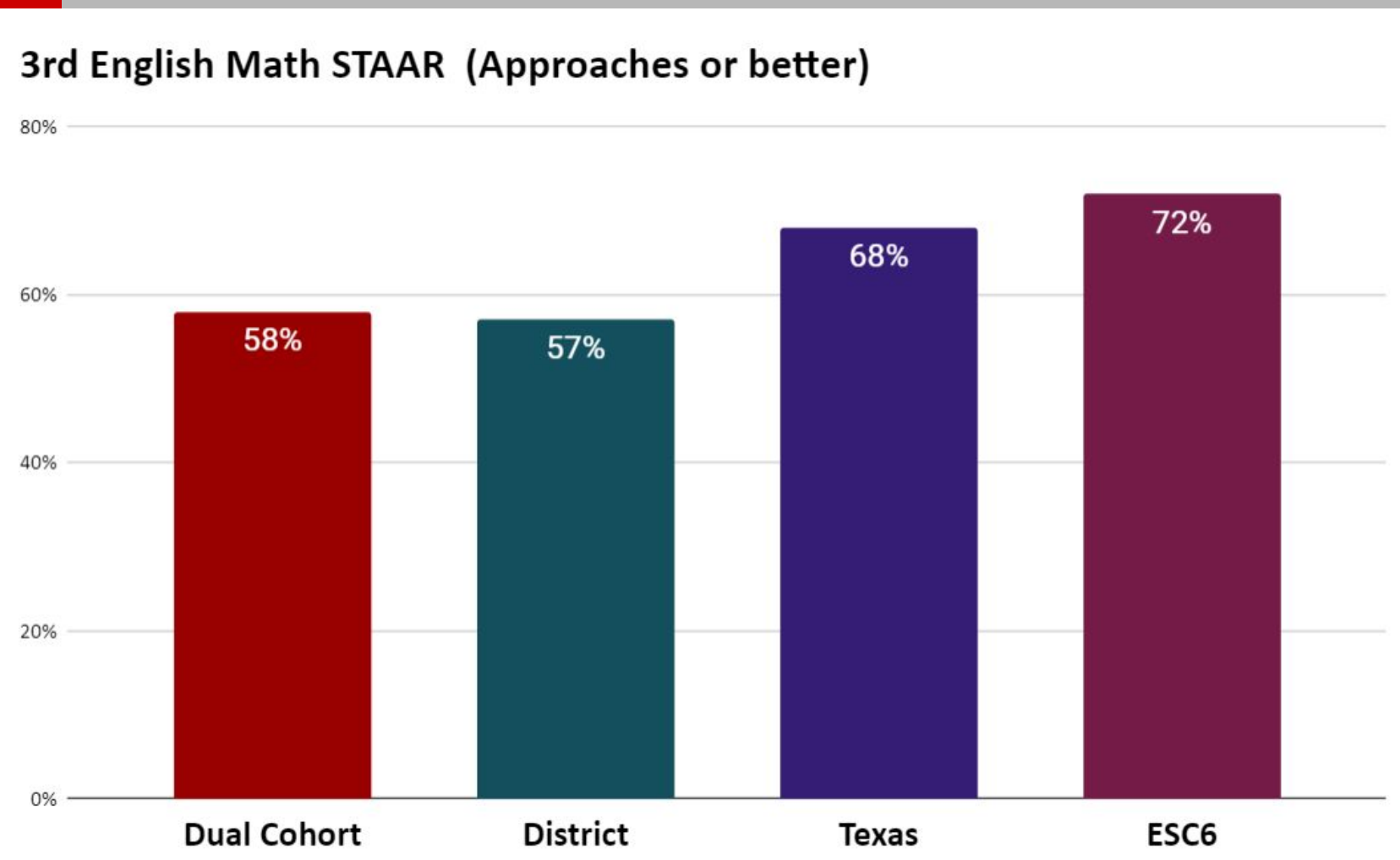
2024 4th Spanish RLA



Next Steps (English & Spanish Reading)-

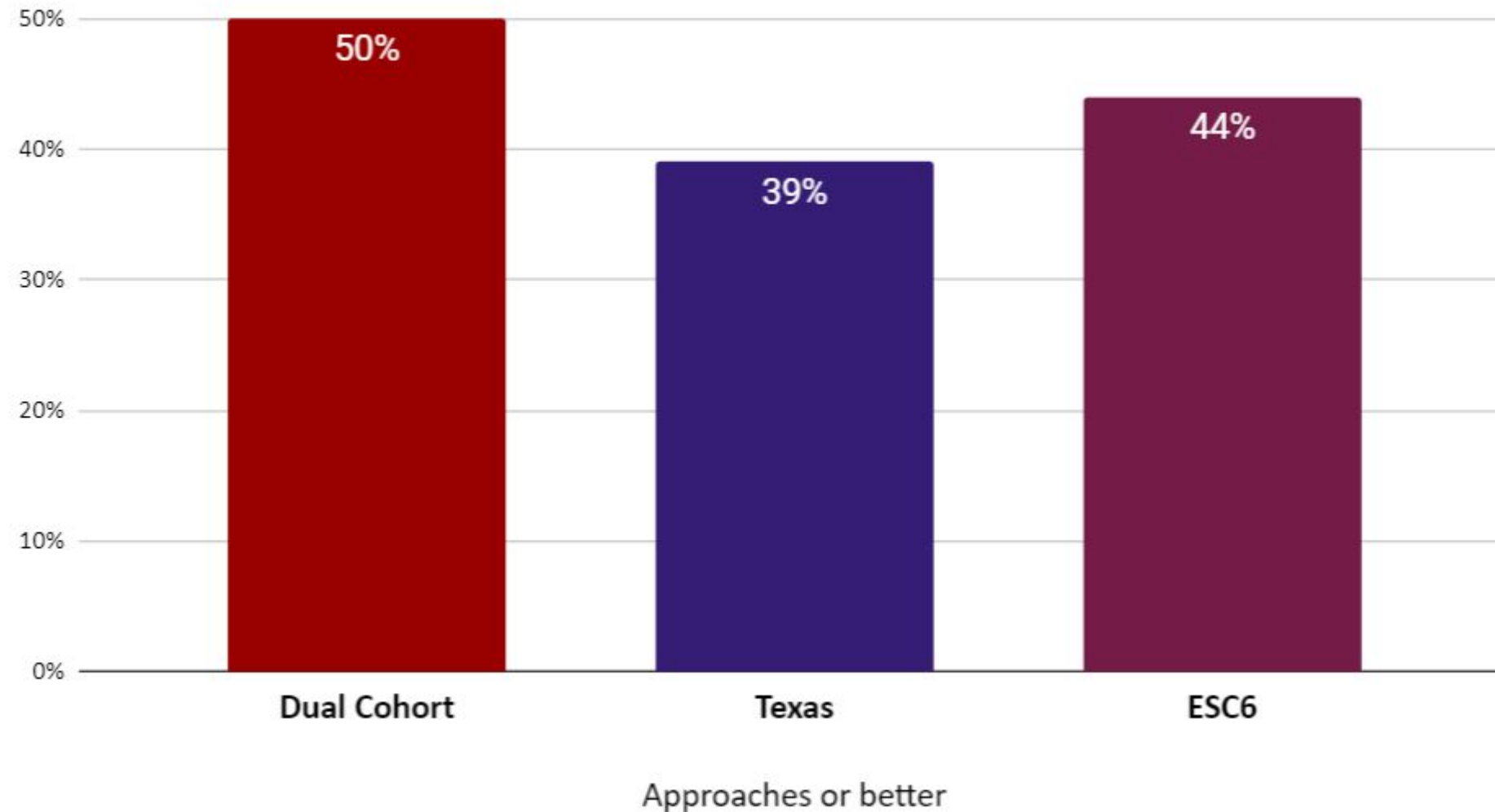
- Continue after school Make & Take teacher support sessions.
- Provide Content Based Language Instruction (CBLI) training and support.
- Provide training and support with new Spanish reading intervention program.
- Enrich language instruction using dual language instructional strategies such as language connections and Preview-View-Review

Math STAAR Performance Dual Language

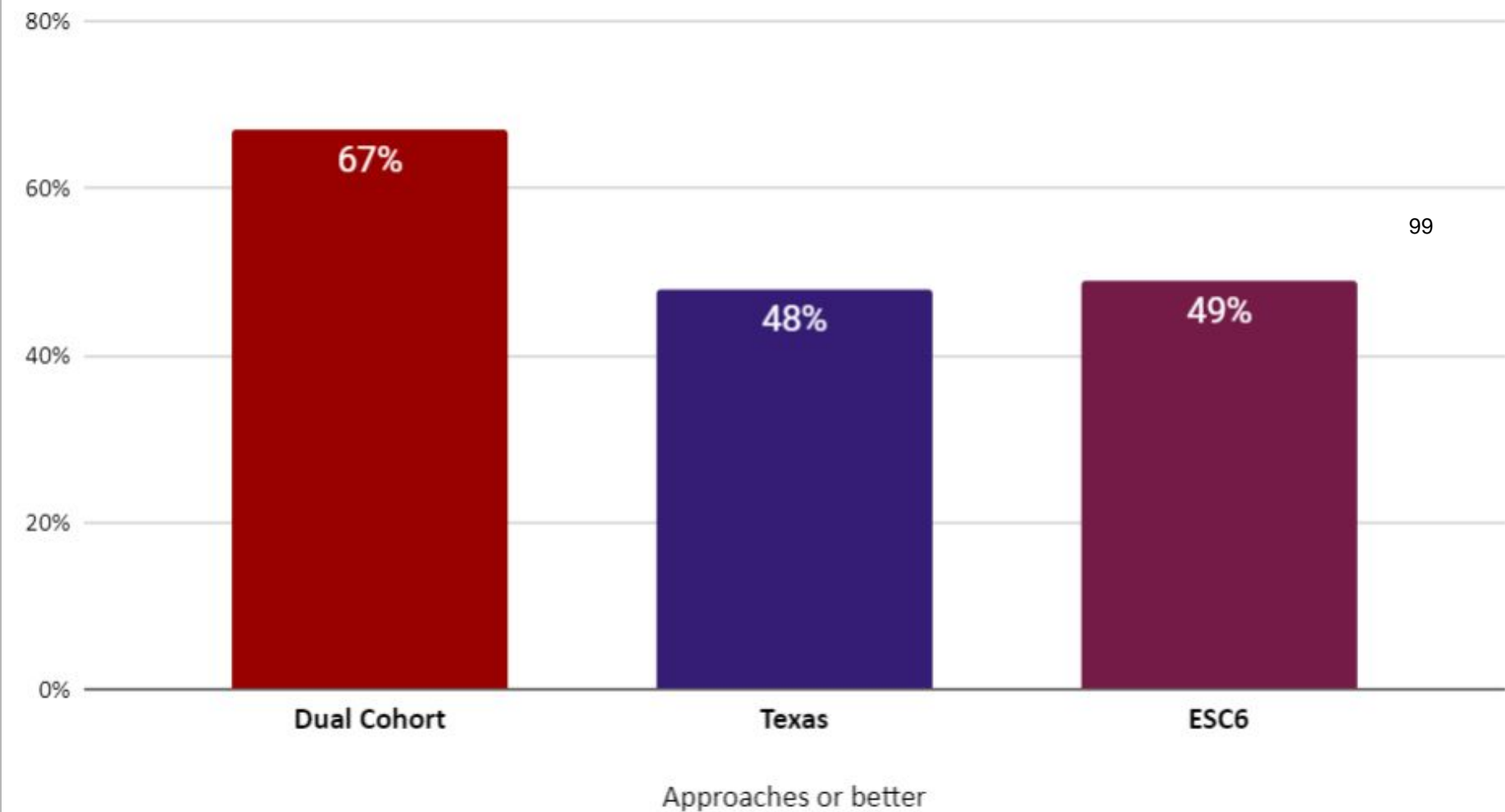


Spanish Math STAAR Performance Dual Language

2024 4th Spanish Math vs. Approaches or better



2024 3rd Spanish Math

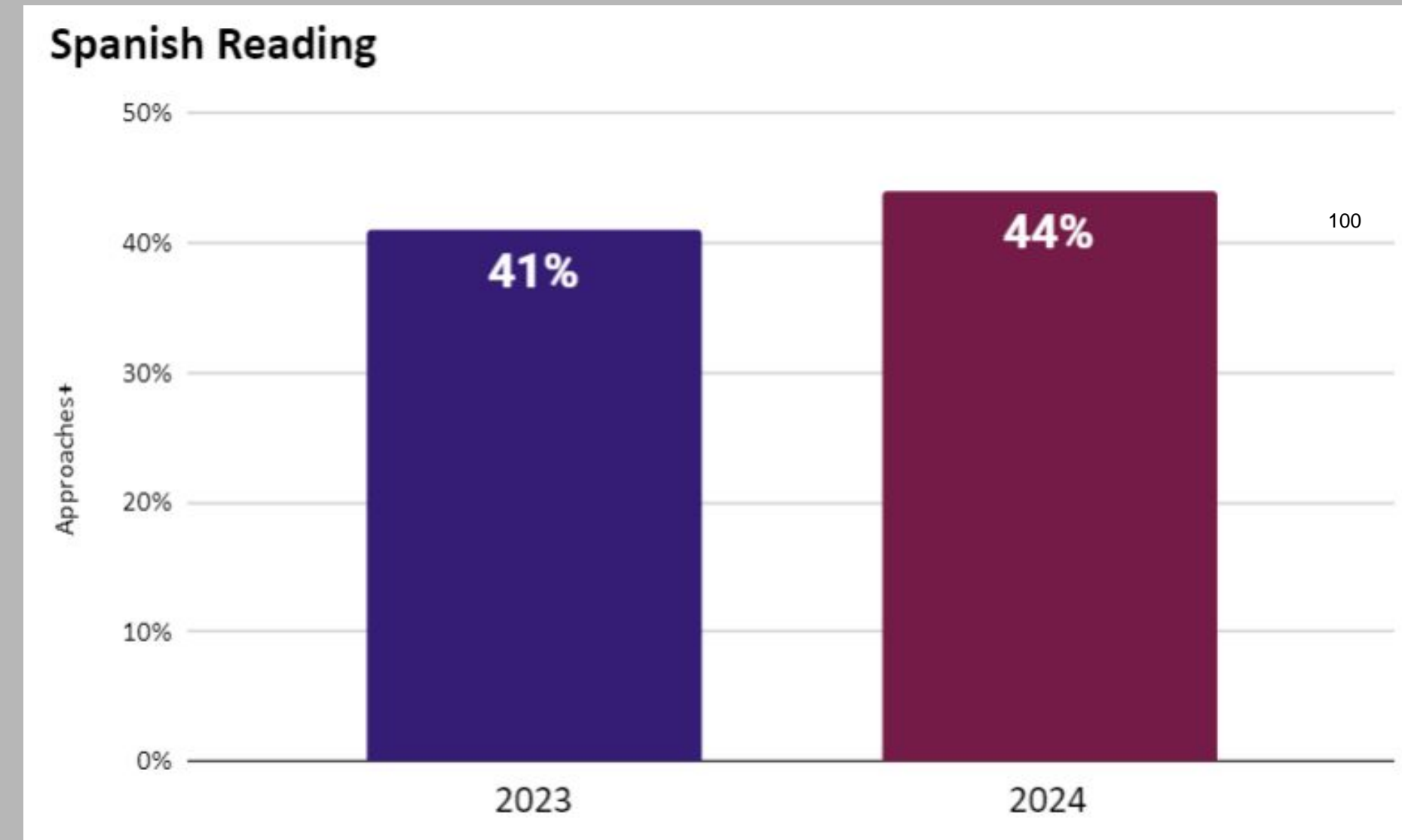
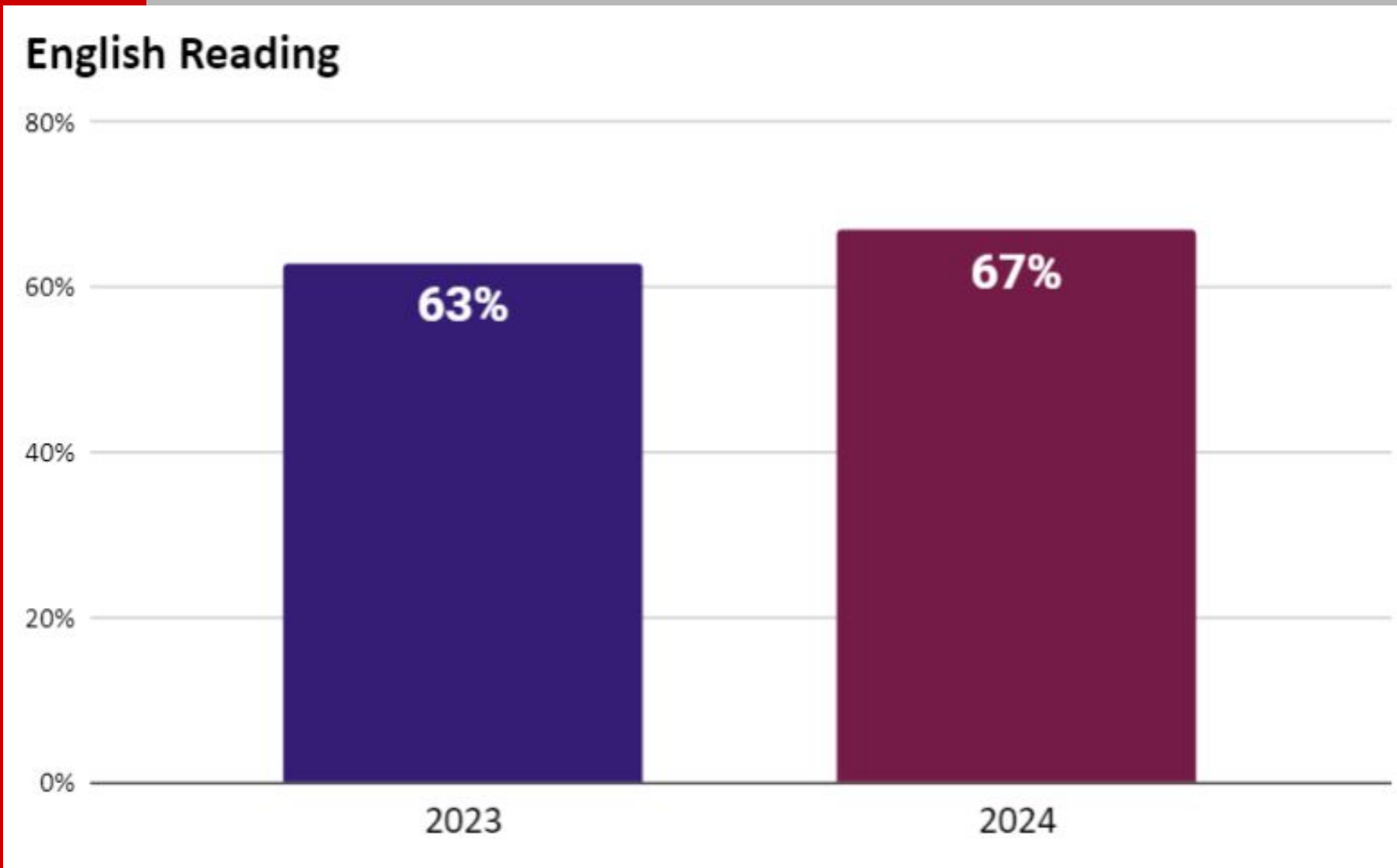


Next Steps (English & Spanish Math)-

- Continue after school Make & Take teacher support sessions.
- Provide Content Based Language Instruction (CBLI) training and support.
- Provide support with the new implementation of Eureka and Zearn

3rd Grade Performance Comparison

Comparison of Reading STAAR performance

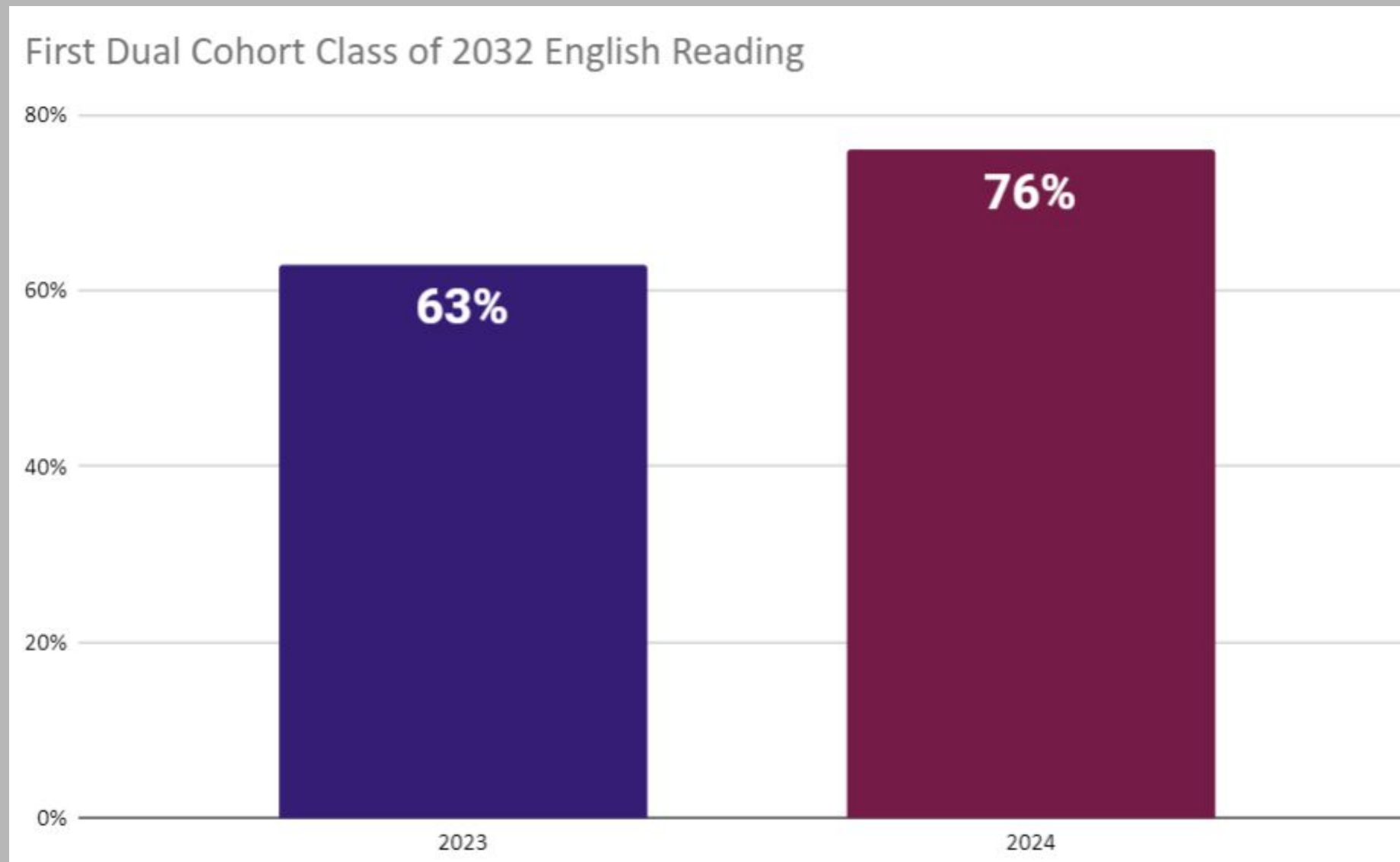


Celebrations:

3rd grade performance growth in English (+4) and Spanish Reading (+3)

First Dual Language Cohort

Comparison of their English Reading STAAR performance in 3rd grade and now 4th grade



Celebrations:

First dual language cohort, Class of 2032 made **13%** growth.

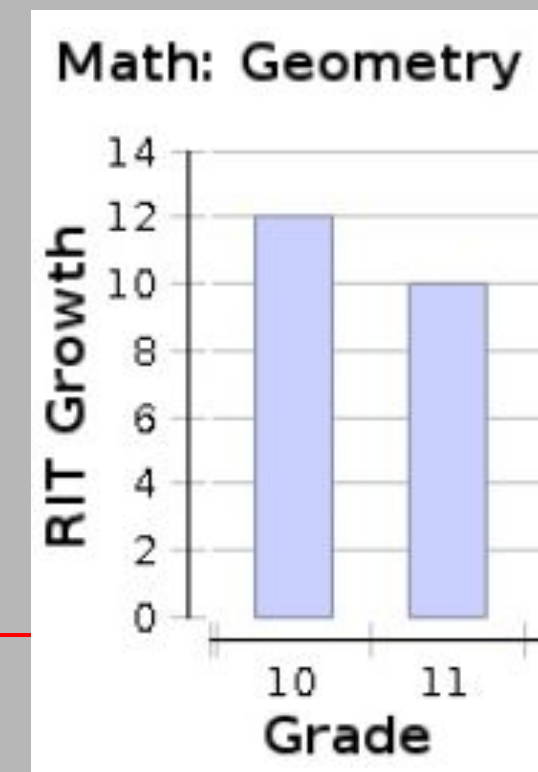
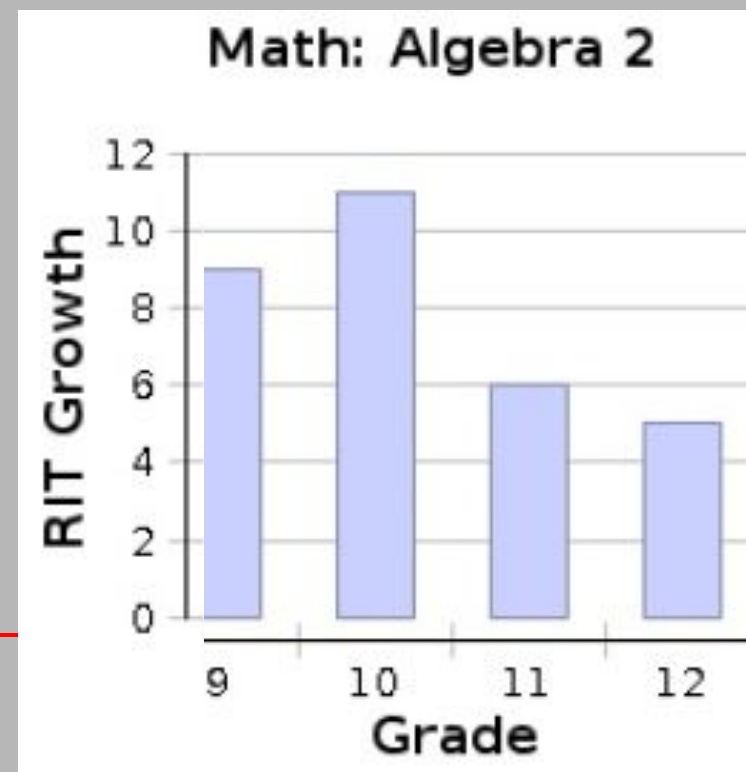
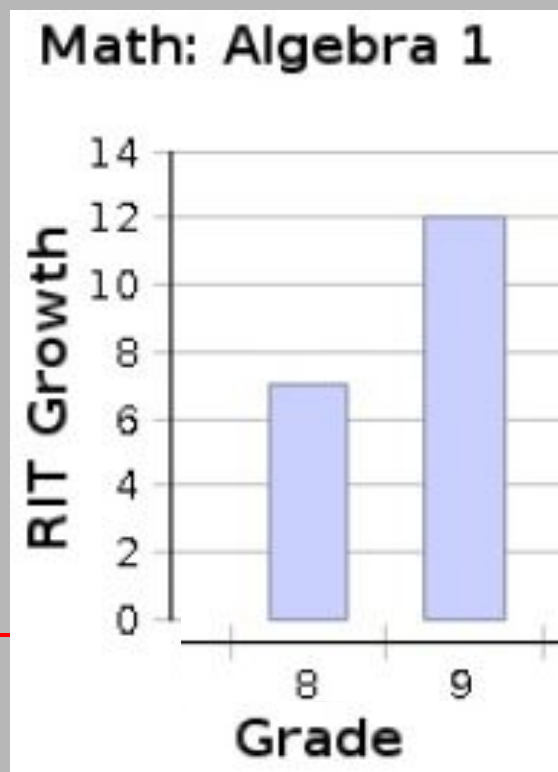
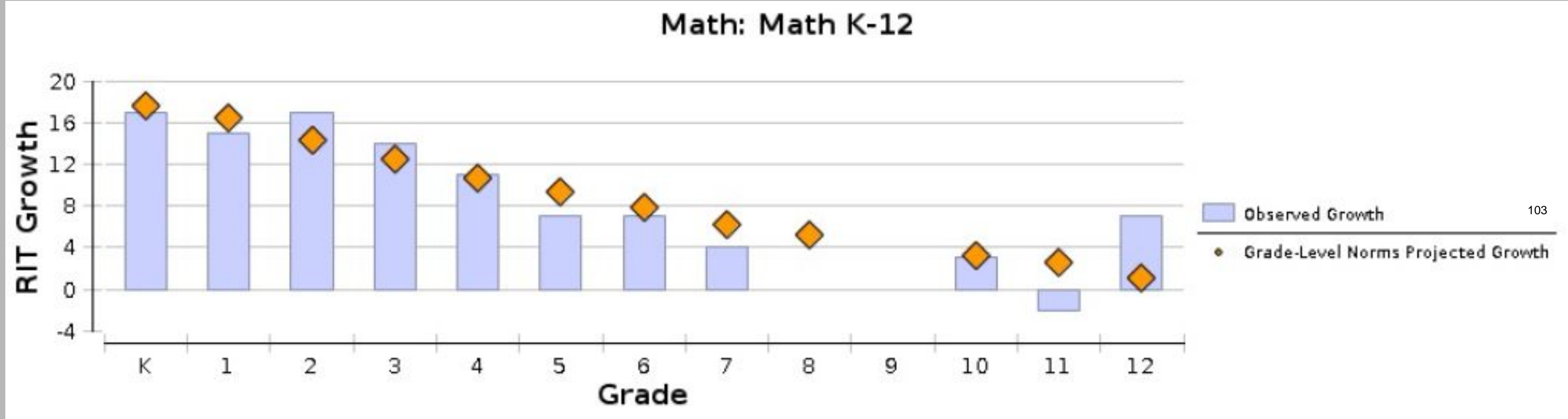
Next Steps:

- Provide Content Based Language Instruction (CBLI) training and support.
- Continue training and supporting teachers in using dual language instructional strategies (Preview-View-Review, Cross-Linguistic Connection, Oracy & Discourse)

NWEA MAP

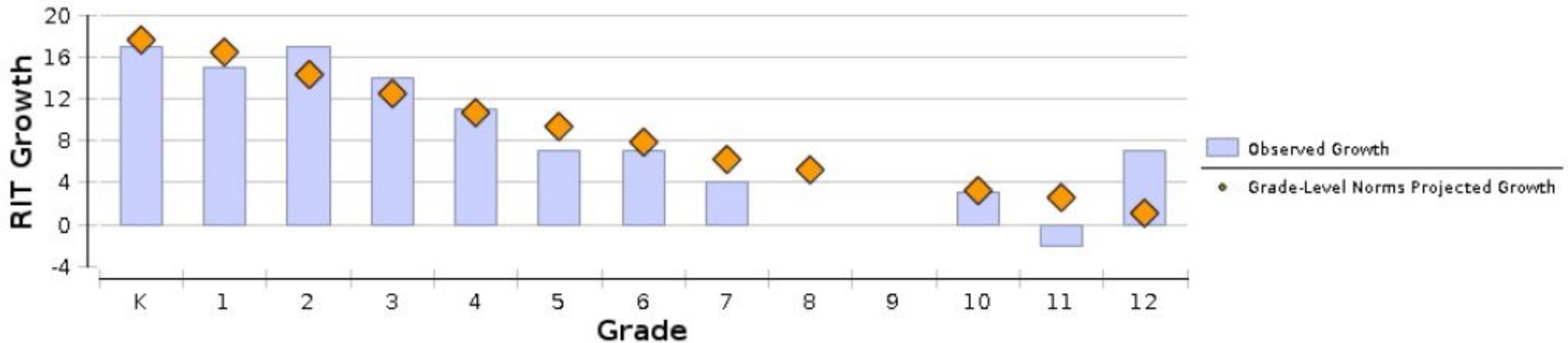
Math MAP Growth

BOY to EOY



MAP Growth BOY to EOY: Math K-12

Grade (Spring 2024)	Total Number of Growth Events‡	Comparison Periods								Growth Evaluated Against						
		Fall 2023			Spring 2024			Growth		Grade-Level Norms			Student Norms			
		Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	292	139.2	9.8	47	156.0	11.2	41	17	0.6	17.6	-0.36	36	292	151	52	49
1	377	156.8	11.8	29	171.8	13.9	23	15	0.4	16.4	-0.57	28	377	171	45	43
2	329	167.7	12.1	10	184.4	12.3	21	17	0.4	14.3	1.04	85	329	193	59	57
3	322	184.2	13.1	24	197.8	14.5	31	14	0.5	12.4	0.57	71	322	191	59	55
4	357	195.3	13.9	26	206.0	16.3	27	11	0.5	10.7	0.00	50	357	189	53	50
5	368	206.7	15.0	37	213.4	14.5	26	7	0.4	9.4	-1.16	12	368	136	37	35
6	362	209.4	13.3	25	216.8	14.8	24	7	0.4	7.8	-0.20	42	362	174	48	43
7	366	214.0	14.4	24	218.1	16.2	17	4	0.5	6.3	-1.05	15	366	143	39	35
8	270	215.5	14.1	17	215.8	17.5	8	0	0.9	5.2	-2.05	2	270	79	29	22
9	1	*			*			*					*			
10	86	210.2	15.3	3	212.8	19.3	3	3	1.4	3.2	-0.28	39	86	37	43	43
11	76	242.0	13.4	84	240.0	17.6	70	-2	1.5	2.6	-2.27	1	76	26	34	34
12	75	228.6	17.7	35	236.0	26.4	56	7	3.0	1.1	2.95	99	75	42	56	57



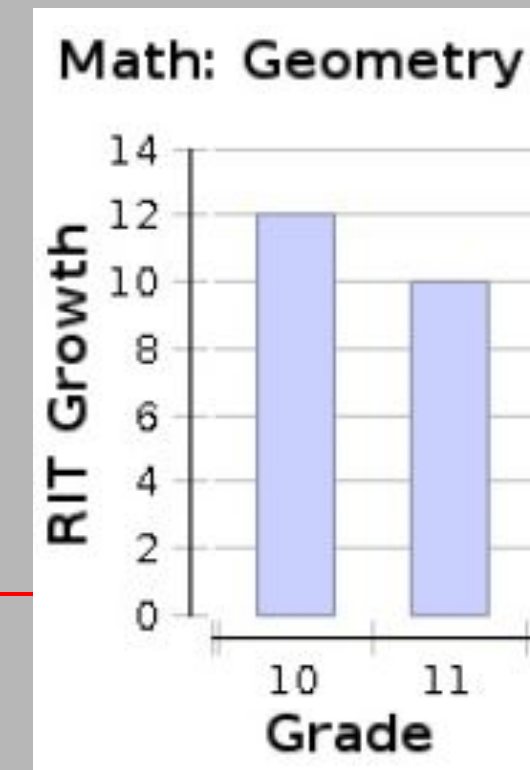
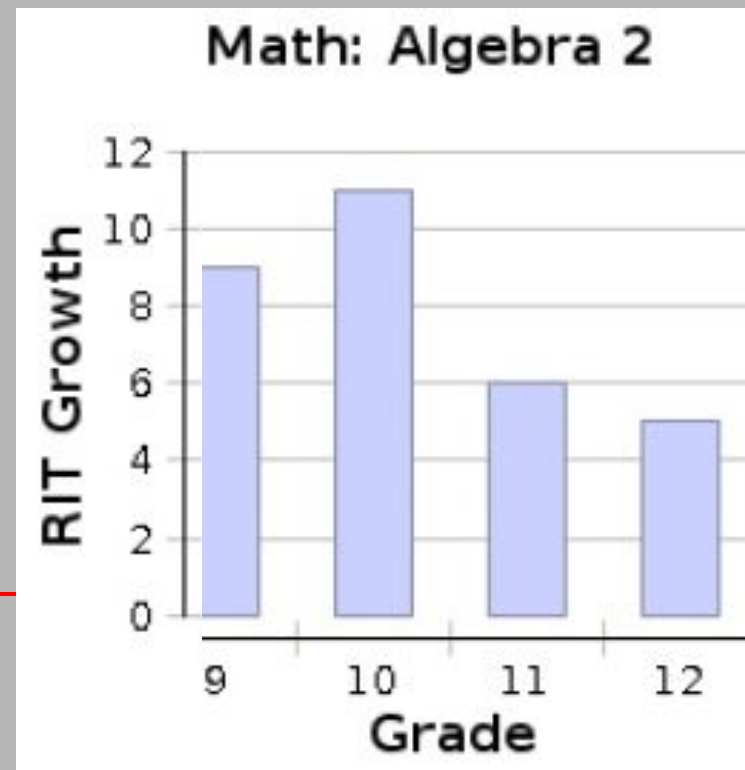
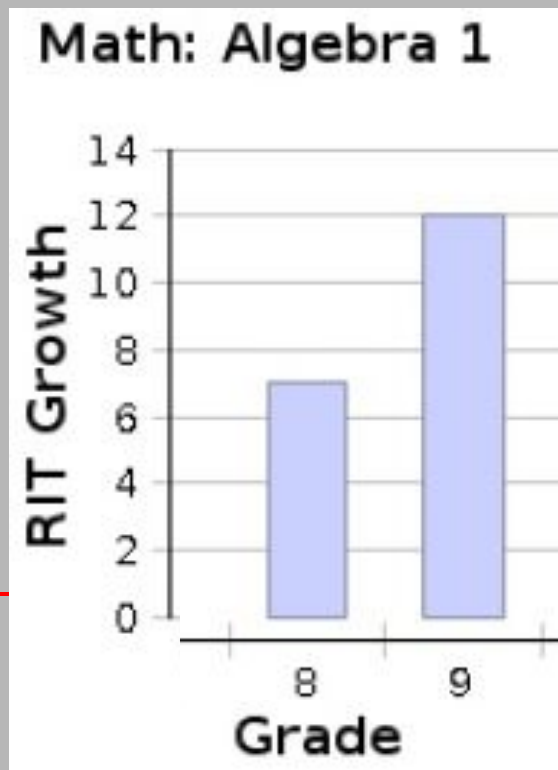
MAP Growth BOY to EOY: A1, A2, Geom

	Comparison Periods								Growth Evaluated Against							
	Fall 2023			Spring 2024			Growth		Grade-Level Norms			Student Norms				
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
8	85	237.5	11.9		244.3	15.4		7	1.4				85	40	47	45
9	287	213.3	13.3		225.6	21.7		12	1.3				287	146	51	49 ¹⁰⁵
9	55	239.3	15.4		248.6	24.6		9	3.0				55	25	45	41
10	19	235.9	12.2		247.3	23.0		11	5.0				19	8	42	43
11	129	224.1	9.3		230.5	17.8		6	1.5				129	41	32	34
12	12	222.3	5.7		227.6	14.9		5	4.8				12	4	33	28
10	199	226.8	14.0		238.6	22.5		12	1.3				199	110	55	52
11	69	216.8	15.4		226.7	25.6		10	2.5				69	34	49	47

A1

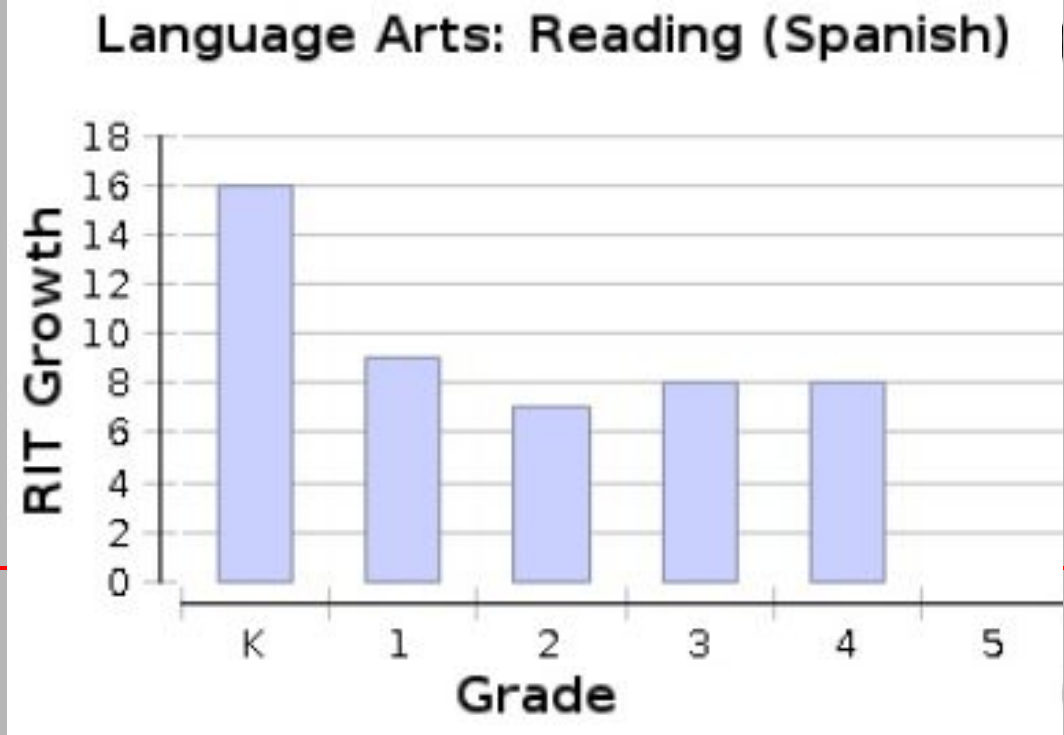
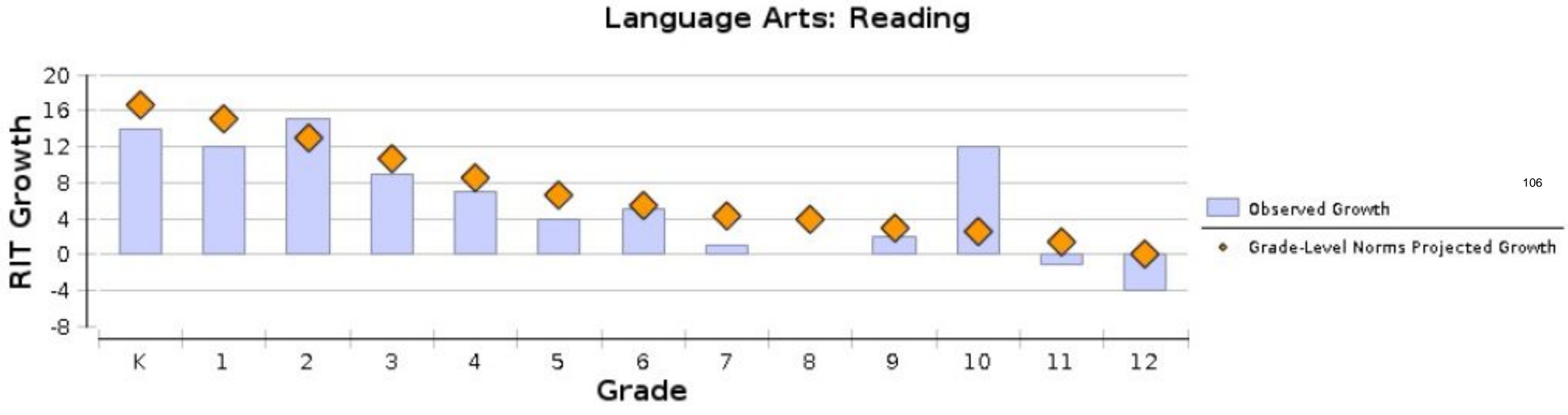
A2

Geo



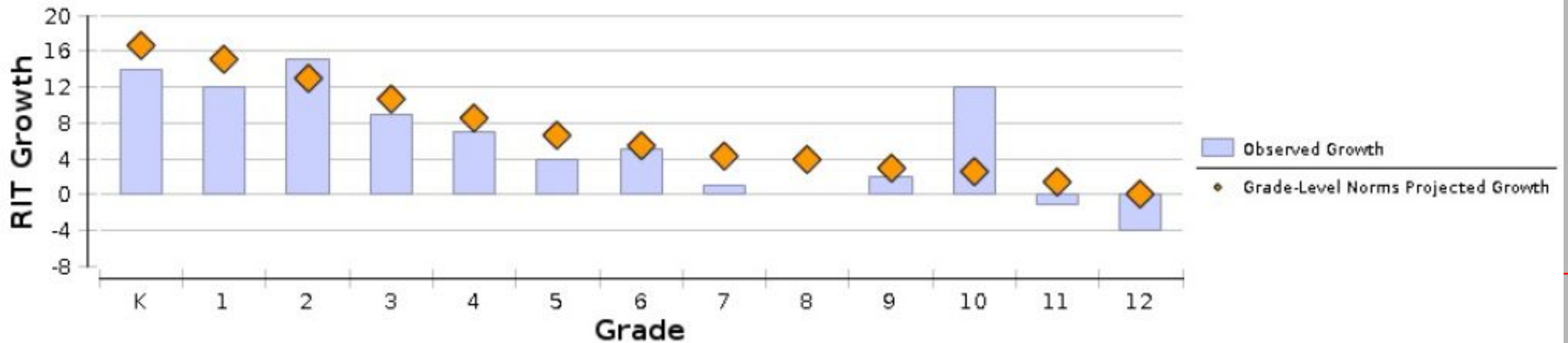
Reading MAP Growth

BOY to EOY



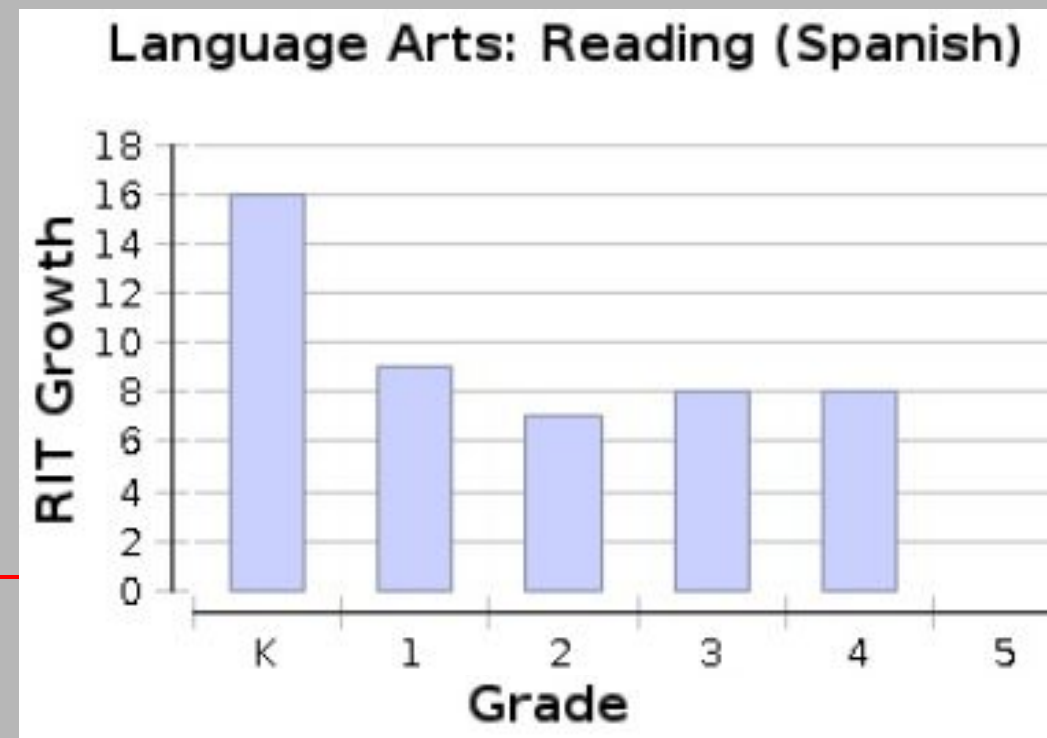
MAP Growth BOY to EOY: Reading K-12

Grade (Spring 2024)	Total Number of Growth Events‡	Comparison Periods							Growth Evaluated Against							
		Fall 2023			Spring 2024			Growth		Grade-Level Norms			Student Norms			
		Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	293	135.0	9.3	38	149.2	11.6	23	14	0.6	16.6	-0.99	16	293	127	43	40
1	378	151.0	11.2	18	163.3	13.4	10	12	0.5	15.0	-1.08	14	378	131	35	33
2	331	164.2	14.1	10	179.5	14.3	20	15	0.6	13.0	0.92	82	331	180	54	52
3	323	182.9	14.7	30	191.9	16.4	23	9	0.6	10.7	-0.79	22	323	142	44	42
4	360	191.5	16.0	24	198.1	16.6	17	7	0.6	8.4	-0.89	19	360	164	46	44
5	365	200.6	14.6	29	204.6	14.3	18	4	0.5	6.7	-1.37	9	365	139	38	36
6	366	205.8	14.8	27	210.7	14.2	25	5	0.5	5.5	-0.32	38	366	170	46	44
7	363	210.8	14.2	32	212.1	14.4	19	1	0.5	4.3	-1.72	4	363	144	40	36
8	356	212.0	15.9	22	211.6	17.7	10	0	0.6	3.9	-2.16	2	356	122	34	32
9	359	210.6	17.7	19	212.6	18.2	17	2	0.8	2.9	-0.46	32	359	157	44	36
10	233	206.4	23.0	4	218.0	15.9	25	12	1.2	2.6	5.43	99	233	151	65	70
11	77	207.9	16.8	3	206.7	16.1	2	-1	1.7	1.5	-1.22	11	77	30	39	29
12	147	214.4	15.1	16	210.1	17.1	8	-4	1.1	0.0	-1.92	3	147	46	31	44



MAP Growth BOY to EOY: Spanish Reading

Grade (Spring 2024)	Total Number of Growth Events‡	Comparison Periods						Growth Evaluated Against								
		Fall 2023			Spring 2024			Growth		Grade-Level Norms			Student Norms			
		Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Number of Students With Growth Projections	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
K	124	130.6	6.0		146.1	12.0		16	0.9				124	45	36	36
1	111	146.9	10.5		156.2	13.5		9	0.8				111	15	14	22
2	96	166.2	8.6		172.8	9.8		7	0.8				96	10	10	19
3	90	177.4	12.4		185.7	14.7		8	1.0				90	45	50	48
4	92	185.8	14.6		194.1	15.2		8	0.9				92	46	50	48
5	2	*			*			*					*			





**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 06/17/2024

Submitted Date: 05/30/2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition
- Information

Name of Person Responsible:

Brian Kroeger

Department or Campus:

Human Resources

Topic:

Employee Dress Code

Background Information:

The new employee dress code has been finalized. This will be in effect for the 24-25 school year. A committee of teachers from every campus, administration, and HR helped to draft this new plan.

Attachments:

Employee Dress Code

Superintendent's Resolutions:

Recommended

Employee Dress Code

Employee Dress Code

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent. As professionals and role models for all students, District employees are expected to support and adhere to the District's dress code standards.

Adherence

Principals, Directors, and Supervisors are delegated the authority and responsibility for ensuring compliance with this policy and are expected to hold employees accountable to this policy.

The standards adopted for students and outlined in the student handbook shall serve as minimum requirements for all employees, with the exceptions noted below:

1. Employees shall dress in a professional manner. T-shirts or other clothing with slogans, symbols, or advertisements may not be worn, except for District-approved spirit shirts. ***Spirit shirts must be campus/District specific and may include college shirts as approved by the administration.***
2. All employees shall be required to wear an approved District identification badge in a standardized visible manner.

General Standards

- Clothing must be worn at proper waist level and should cover the undergarments at all times.
- Staff shall wear proper undergarments. Undergarments shall not be worn as outerwear or be visible
- Apparel shall not be excessively tight
- Pajamas & sleepwear will not be permitted
- Pictures, emblems, or writings on clothing that are in violation of the following guidelines are prohibited:
 - Lewd, offensive, vulgar, obscene and/or imply gang affiliation
 - Advertise or depict tobacco products, alcoholic beverages, or drugs

Shirts and Blouses

- Shirts with straps must be at least 2 inches wide
- No bare midriff should show at any time
- Necklines should be appropriately sized
- Backless or strapless blouses are not permitted
- Shells or tank tops may be worn with a jacket, sweater, or shirt

Pants/Slacks/Skirts

- Dress pants shall be appropriately sized
- Pants that drag the ground or have excess material are not permitted.
- Shorts are not permitted (exception: PE/Athletics/Bus Drivers)
- No jeans with open holes in them
- Leggings must have a shirt, top or dress that covers them to mid thigh
- Hemlines of skirts, slits in skirts, dresses, shorts, and divided skirts must be no shorter than mid thigh when standing

Shoes

- Staff are required to wear appropriate footwear
- No flip flops, Crocs, house slippers, or house shoes

Hair/Facial Hair

- Hair shall be kept neat, clean, and well groomed
- Only natural hair colors are permitted. Examples of natural hair colors include shades of blonde, brunette, black, auburn, and gray
- Unnatural hair colors, such as bright or pastel shades (e.g., blue, green, pink, purple, etc.), are not allowed
- Hair style must not create disruptions or distractions

Body Piercings/Jewelry

- Pierced jewelry may be worn in the ears and nose. Only a single small stud may be worn in the nose.
- Jewelry worn on the job must be conservative, in good taste, appropriate to working attire, and not conflict with job related safety standards

Tattoos

- Tattoos should be of limited visibility for employees that have direct contact with students, parents, and the community and will be evaluated on a case by case basis by the employee's supervisor.
- Shall not reflect or suggest in any manner drugs, alcohol, tobacco, sex, vulgar language, gang affiliations, violence, or death

Accessories

- Hats, caps, sweatbands, or bandanas may not be worn as headwear unless for religious purposes
- Sunglasses, unless prescribed by doctor's orders, are not to be worn in the building

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING/WORKSHOP MINUTES
May 28, 2024
6:00 PM

The Trustees of the Splendor Independent School District met at Splendor ISD Administration building, located at 23419 FM 2090, Splendor TX 77372, on Tuesday, May 28, 2024, for a special 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. Meeting began at **5:00 PM. ROLL CALL:** (1) Jennifer Stewart - 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: Allen Wells Recording: Kimberly Klepcyk Absent: 0

2. INVOCATION by Jason Sessum

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

4. GOOD THINGS

5. 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.

No one asked to address the Board.

6. ACTION ITEMS

~~A. Discussion and Possible Action to Approve the School Building Bond Consulting Agreement~~

~~_____ A motion was made by _____ and seconded by _____ to _____ approve the School Building Bond Consulting Agreement. Voting For: _____, Against _____, Motion _____.~~

Item 6A. tabled until June 17, 2024 meeting

7. WORKSHOP

- A. Budget - Lucas Janda and Kevin Lynch discussed the budget for the upcoming year.

8. CLOSED SESSION ITEM(S)

"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, 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 5:56 pm."

BREAK AT 5:56 PM

CLOSED SESSION BEGAN AT 6:03 PM

RECONVENED FROM CLOSED SESSION AT 9:49 PM

Brandon Fry left at 6:45 pm.

- A. Personnel - Section 551.074
 - 1. Superintendent Evaluation

9. POSSIBLE ACTION ARISING FROM CLOSED SESSION

No action taken.

10. ADJOURN

ADJOURNMENT AT 9:50 pm.

President

Secretary

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
May 13, 2024
6:00 PM

The Trustees of the Splendora Independent School District met at Splendora ISD Administration building, located at 23419 FM 2090, Splendora TX 77372, on Monday, May 13, 2024, 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. Meeting began at **6:01 PM. ROLL CALL:** (1) Jennifer Stewart - 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: Allen Wells Recording: Kimberly Klepcyk Absent: No one

2. CLOSED SESSION ITEM(S)

“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, Real Estate - Section 551.072, Consultation with Attorney - Section 551.071, and Safety - Section 551.076, 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 6:01 pm.”

BREAK AT 6:01 PM

CLOSED SESSION BEGAN AT 6:03 PM

RECONVENED FROM CLOSED SESSION AT 7:16 PM

- A. Safety - Section 551.076
- B. Personnel - Section 551.074
 - a. Resignation(s)/Retirement(s)
- C. Real Estate - Section 551.072
- D. Consultation with Attorney - Section 551.071

3. INVOCATION by Dan Muirhead

4. U.S. & STATE OF TEXAS PLEDGE OF ALLEGIANCES - Led by PWE students

5. GOOD THINGS

6. BOARD LEADERSHIP GUIDELINES & CODE OF ETHICS

7. STRATEGIC DIRECTION REVIEW

8. SAFETY UPDATE - Dir. of Student Services Dianna Archer & Dir. of Counseling & Wellness Loydette Youngblood gave an update for April, 2024.
9. 2022 BOND UPDATES
 - A. Program Manager Update - Turner Townsend Heery presented an update on the Junior High and His School projects.
10. SUPERINTENDENT'S REPORT
 - A. Enrollment (as of 4/26/24)
 - B. Month at a Glance
11. STUDENT RECOGNITION—High School Track: 4x1 Avery Thornton, Addie Thornton, Rylee Locke, Sierra Jackson (Stephanie Hart, alternate); 400m Sierra Jackson
12. CAMPUS SPOTLIGHT - Piney Woods Elementary
13. DISTRICT RECOGNITION
 - a. Elevate Graduates
 - b. Exceptional Leaders 2
14. 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.

No one asked to address the board.

15. ADMINISTRATIVE PRESENTATION(S)
 - A. Teaching & Learning Presentation
 - a. Summer School Plan - Harrison Gillaspay and Nathan Bally updated the upcoming summer school.
 - b. Multilingual Update - Itzil Welch gave an update on the multilingual program.
 - c. Elevate Update - Brian Kroeger and Laura Wildmabn gave an update on the Elevate program
 - B. Purchasing Update - Director of Purchasing Jennifer Stafford updated the Board.
 - C. Child Nutrition Presentation on the Community Eligibility Provision Program - Director of Child Nutrition Charles Rawls provided an update on this program.
16. CONSENT AGENDA ITEMS
 - A. Minutes
 - B. Financials, Tax Report, Investment Report, and Accounts Payable
 - C. Consider Approval of Board Resolution for Missed Days due to Storm

- D. Consider Donation to Athletics from the Splendora Athletic Booster Club for \$8,881.74 for FB Sled
- E. Consider Approval of Conroe Regional Day School Program for the Deaf Contract
- F. Consider Approval of Harris County Dept of Education Contract
- G. Consider Approval of IMA funds expenditure over \$50,000: NWEA MAP- \$62,518.50 & Amplify Printing - \$65,000.00

A motion was made by Jason Sessum and seconded by Brandon Fry to approve the April 15 regular meeting minutes and the April 29, 2024 special meeting workshop minutes, the Financials, Tax Report, Investment Report, and Accounts Payable in the General Operating Account in the total amount of \$1,234,246.62, the Board Resolution for Missed Days due to Storm, the Donation to Athletics from the Splendora Athletic Booster Club for \$8,881.74 for Football Sled, the Conroe Regional Day School Program for the Deaf Contract, the Harris County Dept of Education Contract, the IMA funds expenditure over \$50,000: NWEA MAP- \$62,518.50 & Amplify Printing - \$65,000.00 as presented. Voting for: 7, Against 0 Motion carried.

17. ACTION ITEMS

- A. Discussion and Possible Action to Approve Hire of Stephanie Morris for Principal of Timber Lakes Elementary

A motion was made by Brandon Fry and seconded by Dan Muirhead to approve the hiring of Stephanie Morris as Principal of Timber Lakes Elementary, as presented. Voting For: 7, Against: 0, Motion carried

- B. Discussion and Possible Action to Approve Hire of Harrison Gillaspay for Principal of Piney Woods Elementary

A motion was made by Barry Welch and seconded by Kimberly Klepcyk to Approve the hire of Harrison Gillaspay for Principal of Piney Woods Elementary as presented. Voting For: 7, Against: 0, Motion carried

- C. Discussion and Possible Action to Approve Hire of Reese Briggs for Chief Operations Officer

A motion was made by Dan Muirhead and seconded by Jason Sessum to Approve the hire of Reese Briggs for Chief Operating Officer as presented. Voting For: 7, Against: 0, Motion carried

- D. Discussion and Possible Action to Approve SHAC Resolution for the Student Health Advisory Committee (SHAC) to research and recommend curriculum materials for the required instruction of Child Abuse Prevention, Dating Violence, and Human Trafficking

A motion was made by Kimberly Klepcyk and seconded by Jason Sessum to approve SHAC Resolution for the Student Health Advisory Committee (SHAC) to research and recommend curriculum materials for the required instruction of Child Abuse Prevention,

Dating Violence, and Human Trafficking as presented. Voting For: 7, Against 0, Motion carried.

E. Discussion and Possible Action to Approve Certification of Provision of Instructional Materials Survey 2024

A motion was made by Allen Wells and seconded by Jason Sessum to approve the Certification of Provision of Instructional Materials Survey 2024 as presented. Voting for 7, Against 0 Motion carried.

F. Discussion and Possible Action to Approve a 60-month lease on (2) Chevy 2500 Trucks to be used By the Ag Science Program.

A motion was made by Barry Welch and seconded by Jason Sessum to approve a 60-month lease on (2) Chevy 2500 Trucks to be used By the Ag Science Program as presented. Voting for 6, Against 1 (Dan Muirhead) Motion carried

G. Discussion and Possible Action to Consider a Release of Gas Pipeline Easement between Galloway Energy Company and Splendora ISD.

A motion was made by Jason Sessum and seconded by Dan Muirhead to approve the Release of Gas Pipeline Easement between Galloway Energy Company and Splendora ISD as presented. Voting for 7, Against 0 Motion carried

19. CLOSED SESSION ITEM(S)

"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, 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 8:46 pm."

BREAK AT 8:46 PM

CLOSED SESSION BEGAN AT 8:56 PM

RECONVENED FROM CLOSED SESSION AT 9:36 PM

20. POSSIBLE ACTION ARISING FROM CLOSED SESSION

21. POSSIBLE AGENDA ITEMS FOR NEXT MEETING:

- | | |
|---------------------------------------|---|
| A. District Recognition - RB Tullis | E. Public Hearing - Budget |
| B. Bond 2022 Updates | F. Superintendent Contract & Evaluation |
| C. TASB Advocacy & Delegate | |
| D. Student Handbook & Code of Conduct | |

22. ADJOURN

ADJOURNMENT AT **9:38 pm.**

President

Secretary

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
005921	05-06-2024	JOERIS GENERAL CONT	241943	APP. 3	699-81-6629.00-999-499073	CMAR AMEND 01 & 02 FOR NEW J	3,036,358.00	N
005922	05-09-2024	ACE MART RESTAURAN	242247	78037479	240-35-6639.00-999-499000	SHEET PANS	2,283.37	N
005923	05-09-2024	ALLHEART	240189	0006086820	240-35-6395.00-999-499000	UNIFORMS	69.95	N
			240189	0006086942	240-35-6395.00-999-499000	UNIFORMS	29.13	N
Totals for Check 005923							99.08	
005924	05-09-2024	AMAZON CAPITAL	242030	03/20-04/22	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	1,964.50	N
			242153	04/15-22	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	8,610.05	N
			241910	03/13-18	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	1,490.73	N
			242030	04/08-11	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	3,467.59	N
			242153	04/11-22	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	8,774.01	N
			242153	04/17-23	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	4,957.02	N
			242290	04/24-05/02	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	6,501.23	N
Totals for Check 005924							35,765.13	
005925	05-09-2024	AMERICAN INDUSTRIAL	240072	40312	199-11-6269.61-001-422000	WELDING BOTTLE RENTAL	239.25	N
005926	05-09-2024	AT&T	240112	4625928803	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	483.84	N
			240112	9314388805	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	1,412.37	N
Totals for Check 005926							1,896.21	
005927	05-09-2024	AT&T	240104	28168993920142	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	62.99	N
			240104	28168936436818	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	51.83	N
			240104	28168959656359	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	67.78	N
			240104	28168978266081	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	58.02	N
			240104	28168993305872	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	61.35	N
			240104	28168974305560	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	103.66	N
			240104	28168971282960	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	58.02	N
			240104	28168951983892	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	103.66	N
			240104	28168963113892	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	103.66	N
			240104	28168979759266	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	155.49	N
			240104	28168920980227	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	153.74	N
			240104	28168936936080	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	58.02	N
			240104	28168932136818	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	51.90	N
			240104	28168905120518	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	53.14	N
			240104	28139951804958	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	110.36	N
			240104	28168993315129	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	278.86	N
Totals for Check 005927							1,532.48	
005928	05-09-2024	AT&T	240111	0592900751001	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	53.89	N
005929	05-09-2024	BRICARE INDUSTRIAL L	242029	C153758	199-11-6399.00-001-422000	AUTO BODY SUPPLIES	162.18	N
			242029	C154034	199-11-6399.00-001-422000	AUTO BODY SUPPLIES	89.20	N
Totals for Check 005929							251.38	
005930	05-09-2024	BENCHMARK EDUCATIO	242034	524150	199-11-6399.00-101-425000	ESL/BILINGUAL MATERIALS	2,282.50	N
005931	05-09-2024	BRIGHTVIEW	240006	8879378	199-51-6299.79-999-499000	DISTRICT LANDSCAPING	12,039.81	N

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
005932	05-09-2024	BSN SPORTS, LLC	242300	925633816	169-36-6399.10-001-491000	WEIGHT ROOM EQUIPMENT	3,759.99	N
005933	05-09-2024	CARLA REYNA	005537	GAS REIMB	199-34-6311.00-999-499000	GAS REIMB FOR REGION CHOIR	20.18	N
005934	05-09-2024	CDP SALES AND	242097	6604	199-11-6399.65-001-422000	WELDING LAB SUPPLIES	1,371.96	N
005935	05-09-2024	CDW GOVERNMENT	242096	ZR00478105	199-11-6397.00-999-411053	AIT-GOP-1002 GOPHER	1,067.00	N
005936	05-09-2024	CELESTIAL DISPLAYS, I	241147	5/23/24 BAL	199-11-6399.89-001-411000	T. ANDERSON -GRADUATION	1,000.00	N
005937	05-09-2024	CENTERPOINT ENERGY	240091	2624185-1	199-51-6259.73-999-499000	DISTRICT GAS	97.94	N
005938	05-09-2024	CHALK'S TRUCK PARTS	241520	335676-1	199-34-6319.00-999-499000	Parts	336.20	N
005939	05-09-2024	CUT TIME LLC	242219	24-84592	199-36-6399.22-001-499000	C. REYNA - UIL REGIONAL CHOIR	70.00	N
			242234	24-77421	199-36-6499.29-001-499000	R. MEADOWS - BAND UIL REGION	330.00	N
Totals for Check 005939							400.00	
005940	05-09-2024	CHROMEBOOKPARTS.C	242164	199839	199-11-6399.93-041-411000	DELL 11 5190 KEYBOARD - PART	299.80	N
005941	05-09-2024	CINTAS CORPORATION	241945	41910741839	199-34-6299.00-999-499000	Dry Cleaning	121.03	N
			241945	4191448420	199-34-6299.00-999-499000	Dry Cleaning	121.03	N
			241465	5190578529	199-34-6319.00-999-499000	First Aid Kit Supplies	54.56	N
			241465	5200658729	199-34-6319.00-999-499000	First Aid Kit Supplies	70.60	N
Totals for Check 005941							367.22	
005942	05-09-2024	CITY OF SPLENDORA	240090	07-4143-01	199-51-6259.70-999-499000	DISTRICT WATER	520.70	N
			240090	04-4241-01	199-51-6259.70-999-499000	DISTRICT WATER	2,343.03	N
			240090	07-4145-01	199-51-6259.70-999-499000	DISTRICT WATER	207.85	N
			240090	07-4146-01	199-51-6259.70-999-499000	DISTRICT WATER	183.23	N
			240090	07-4148-01	199-51-6259.70-999-499000	DISTRICT WATER	350.18	N
Totals for Check 005942							3,604.99	
005943	05-09-2024	CONROE WELDING SUP	241435	R04242323	168-61-6399.00-999-499000	HELIUM FOR PARTIES	17.00	N
005944	05-09-2024	CORNERSTONE CHURC	242324	100	199-11-6399.93-001-411039	Projector Tech ECHS acceptance	50.00	N
005945	05-09-2024	CPI	242221	NAIN-071888	199-21-6399.00-999-499044	CPI Books	749.75	N
005946	05-09-2024	TX DEPT. OF INFORMATI	240113	24031388N	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	402.84	N
005947	05-09-2024	EAST MONGOMERY CO.	240093	30550029223510	199-51-6259.70-999-499000	DISTRICT WATER/SEWER	505.37	N
			240093	30550092003520	199-51-6259.70-999-499000	DISTRICT WATER/SEWER	22.50	N
Totals for Check 005947							527.87	
005948	05-09-2024	EDUCATIONAL THERAP	242208	COTA2024APRS	224-11-6299.00-999-423000	EDUCATIONAL THERAPY	2,430.00	N
			242208	OTSPR24SISD	224-11-6299.00-999-423000	EDUCATIONAL THERAPY	1,423.75	N
Totals for Check 005948							3,853.75	
005949	05-09-2024	EICHEL BAUM WARDELL	242297	82794	199-21-6399.00-999-499044	Webinar - The Legal ABCs of DA	75.00	N
005950	05-09-2024	ELIA ROJAS	005534	TOEFL TEST	279-13-6399.00-999-499000	TOEFL TEST REIMB	255.00	N
005951	05-09-2024	EMC CAR CARE & TOWI	241518	24-04002	199-34-6299.00-999-499000	Towing	250.00	N
			241518	24-04126	199-34-6299.00-999-499000	Towing	275.00	N
Totals for Check 005951							525.00	
005952	05-09-2024	ENTERGY	240101	2026018662	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	24,160.70	N
			240101	145007459837	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	12,931.89	N
			240101	210005895891	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	10,454.62	N

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			240101	115007664235	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	217.31	N
			240101	185007617308	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	288.92	N
			240101	80008072770	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	1,441.49	N
			240101	185007617309	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	123.02	N
			240101	75008026136	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	209.38	N
			240101	430003301695	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	71.72	N
			240101	390004002109	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	127.80	N
			240101	1150076678022	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	626.28	N
			240101	205007133158	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	221.11	N
						Totals for Check 005952	50,874.24	
005953	05-09-2024	EXPRESS BOOKSELLER	241829	17171	199-00-1312.00-000-400000	BOOKS	388.80	N
005954	05-09-2024	FIRETRON, INC.	241116	255752	199-53-6299.58-999-499000	INSTALLATION OF FIBER @ STAD	2,050.00	N
005955	05-09-2024	FLYLEAF PUBLISHING, L	242154	35711	199-23-6399.00-101-499000	READING CURRICULUM	1,134.55	N
005956	05-09-2024	FRONTLINE TECHNOLO	242209	INVESP19817	224-11-6299.00-999-423000	MEDICAID RECOVERY SERVICES	970.70	N
005957	05-09-2024	G & G'S CATERING AND	242366	1315	199-11-6497.00-104-411000	STAFF APPRECIATION LUNCH	1,200.00	N
005958	05-09-2024	GBI INK	240081	14756	199-34-6399.00-999-499000	Printing	295.00	N
005959	05-09-2024	GLASS & MIRROR OF TH	241908	2280	199-34-6249.00-999-499000	Glass replacement & repair	252.92	N
			240040	2314	199-34-6249.00-999-499000	Glass Repair	335.83	N
			240040	2315	199-34-6249.00-999-499000	Glass Repair	463.00	N
			241908	2317	199-34-6249.00-999-499000	Glass replacement & repair	596.61	N
						Totals for Check 005959	1,648.36	
005960	05-09-2024	GOOD PROMOTIONS	005528	30128	169-36-6399.00-001-491000	VOLLEYBALL PLAYOFF BANNER	90.00	N
005961	05-09-2024	GOWAN INC.	240607	910036669	282-51-6248.77-999-499000	ER CHILLER REPAIR @ PWE	5,592.76	N
			241100	910036666	282-51-6299.00-999-499000	CHILLER 2 REPAIR @ PWE	4,650.00	N
						Totals for Check 005961	10,242.76	
005962	05-09-2024	GREATER EMC CHAMBE	242298	99370	199-41-6411.00-701-499000	CHAMBER LUNCHEON 4-23-24	65.00	N
			242342	99493	199-41-6411.00-701-499000	CHAMBER LUNCHEON BURKE	30.00	N
						Totals for Check 005962	95.00	
005963	05-09-2024	GTS TECHNOLOGY SOL	242196	INV77055	199-34-6398.00-999-499000	FLAT SCREEN MONITOR	116.99	N
005964	05-09-2024	HARDIES	005516	05973709	240-35-6341.00-001-499000	PRODUCE DELIVERED	567.18	N
			005516	05977446	240-35-6341.00-001-499000	PRODUCE DELIVERED	38.50	N
			005524	05983346	240-35-6341.00-001-499000	PRODUCE DELIVERED	708.25	N
			005516	05973709	240-35-6341.00-001-499021	PRODUCE DELIVERED	305.58	N
			005524	05983346	240-35-6341.00-001-499021	PRODUCE DELIVERED	296.29	N
			005516	05973711	240-35-6341.00-041-499000	PRODUCE DELIVERED	835.34	N
			005516	05977442	240-35-6341.00-041-499000	PRODUCE DELIVERED	13.25	N
			005524	05983347	240-35-6341.00-041-499000	PRODUCE DELIVERED	1,053.76	N
			005516	05973711	240-35-6341.00-041-499021	PRODUCE DELIVERED	280.27	N
			005524	05983347	240-35-6341.00-041-499021	PRODUCE DELIVERED	446.54	N
			005516	05977441	240-35-6341.00-101-499000	PRODUCE DELIVERED	186.50	N
			005516	05973705	240-35-6341.00-101-499000	PRODUCE DELIVERED	1,041.95	N
			005524	05983342	240-35-6341.00-101-499000	PRODUCE DELIVERED	1,264.32	N

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			005516	05973705	240-35-6341.00-101-499021	PRODUCE DELIVERED	381.52	N
			005524	05983342	240-35-6341.00-101-499021	PRODUCE DELIVERED	394.50	N
			005516	05977439	240-35-6341.00-102-499000	PRODUCE DELIVERED	38.50	N
			005516	05973703	240-35-6341.00-102-499000	PRODUCE DELIVERED	560.23	N
			005524	05983341	240-35-6341.00-102-499000	PRODUCE DELIVERED	653.50	N
				05983341	240-35-6341.00-102-499000	POOR QUALITY	-25.00	N
			005516	05973703	240-35-6341.00-102-499021	PRODUCE DELIVERED	241.61	N
			005524	05983341	240-35-6341.00-102-499021	PRODUCE DELIVERED	249.65	N
			005516	05973706	240-35-6341.00-104-499000	PRODUCE DELIVERED	1,090.44	N
			005516	05977444	240-35-6341.00-104-499000	PRODUCE DELIVERED	115.50	N
			005524	05983344	240-35-6341.00-104-499000	PRODUCE DELIVERED	1,276.44	N
			005516	05973706	240-35-6341.00-104-499021	PRODUCE DELIVERED	211.06	N
			005524	05983344	240-35-6341.00-104-499021	PRODUCE DELIVERED	276.80	N
			005516	05973713	240-35-6341.00-105-499000	PRODUCE DELIVERED	926.69	N
			005516	05977449	240-35-6341.00-105-499000	PRODUCE DELIVERED	51.75	N
			005524	05983348	240-35-6341.00-105-499000	PRODUCE DELIVERED	1,077.90	N
			005516	05973713	240-35-6341.00-105-499021	PRODUCE DELIVERED	257.02	N
			005524	05983348	240-35-6341.00-105-499021	PRODUCE DELIVERED	279.45	N
						Totals for Check 005964	15,095.29	
005965	05-09-2024	HIGH POINT	242141	202879	199-51-6399.00-999-499078	PUBLIC SUPPLIES	1,065.60	N
			242255	202879	199-51-6399.00-999-499078	PUBLIC SUPPLIES	2,378.86	N
			242141	202879-1	199-51-6399.00-999-499078	PUBLIC SUPPLIES	154.70	N
			242141	202879-1	199-51-6399.00-999-499078	PUBLIC SUPPLIES	1,193.14	N
			241977	202854	199-51-6399.02-999-499078	DEPARTMENT SUPPLIES	2,233.13	N
			242172	202839	240-35-6342.00-999-499000	CHEMICALS	2,205.90	N
			242172	202839-1	240-35-6342.00-999-499000	CHEMICALS	1,072.56	N
						Totals for Check 005965	10,303.89	
005966	05-09-2024	HILAND DAIRY FOODS C	005517	0422249059473	240-35-6341.00-001-499000	MILK DELIVERED	335.41	N
			005517	0424249062871	240-35-6341.00-001-499000	MILK DELIVERED	236.76	N
			005517	0426249066043	240-35-6341.00-001-499000	MILK DELIVERED	236.76	N
			005525	0429249067648	240-35-6341.00-001-499000	MILK DELIVERED	355.14	N
			005525	0501249071121	240-35-6341.00-001-499000	MILK DELIVERED	295.95	N
			005517	0422249059473	240-35-6341.00-001-499021	MILK DELIVERED	335.41	N
			005517	0424249062871	240-35-6341.00-001-499021	MILK DELIVERED	236.76	N
			005517	0426249066043	240-35-6341.00-001-499021	MILK DELIVERED	236.76	N
			005525	0429249067648	240-35-6341.00-001-499021	MILK DELIVERED	355.14	N
			005525	0501249071121	240-35-6341.00-001-499021	MILK DELIVERED	295.95	N
			005517	0422249059472	240-35-6341.00-041-499000	MILK DELIVERED	236.76	N
			005517	0424249062870	240-35-6341.00-041-499000	MILK DELIVERED	98.65	N
			005517	0426249066042	240-35-6341.00-041-499000	MILK DELIVERED	108.52	N
			005525	0429249067647	240-35-6341.00-041-499000	MILK DELIVERED	266.37	N
			005525	0501249071120	240-35-6341.00-041-499000	MILK DELIVERED	147.98	N
			005517	0422249059472	240-35-6341.00-041-499021	MILK DELIVERED	236.76	N
			005517	0424249062870	240-35-6341.00-041-499021	MILK DELIVERED	98.65	N
			005517	0426249066042	240-35-6341.00-041-499021	MILK DELIVERED	108.51	N

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			005525	0429249067647	240-35-6341.00-041-499021	MILK DELIVERED	266.34	N
			005525	0501249071120	240-35-6341.00-041-499021	MILK DELIVERED	147.97	N
			005517	0422249059475	240-35-6341.00-101-499000	MILK DELIVERED	526.12	N
			005517	0424249062873	240-35-6341.00-101-499000	MILK DELIVERED	420.90	N
			005517	0426249066045	240-35-6341.00-101-499000	MILK DELIVERED	263.10	N
			005525	0429249067650	240-35-6341.00-101-499000	MILK DELIVERED	460.36	N
			005525	0501249071123	240-35-6341.00-101-499000	MILK DELIVERED	460.36	N
			005517	0422249059475	240-35-6341.00-101-499021	MILK DELIVERED	263.08	N
			005517	0424249062873	240-35-6341.00-101-499021	MILK DELIVERED	210.46	N
			005517	0426249066045	240-35-6341.00-101-499021	MILK DELIVERED	131.50	N
			005525	0429249067650	240-35-6341.00-101-499021	MILK DELIVERED	230.19	N
			005525	0501249071123	240-35-6341.00-101-499021	MILK DELIVERED	230.19	N
			005517	0422249059474	240-35-6341.00-102-499000	MILK DELIVERED	276.22	N
			005517	0424249062872	240-35-6341.00-102-499000	MILK DELIVERED	256.49	N
			005517	0426249066044	240-35-6341.00-102-499000	MILK DELIVERED	286.09	N
			005525	0429249067649	240-35-6341.00-102-499000	MILK DELIVERED	266.36	N
			005525	0501249071122	240-35-6341.00-102-499000	MILK DELIVERED	295.95	N
			005517	0422249059474	240-35-6341.00-102-499021	MILK DELIVERED	276.22	N
			005517	0424249062872	240-35-6341.00-102-499021	MILK DELIVERED	256.49	N
			005517	0426249066044	240-35-6341.00-102-499021	MILK DELIVERED	286.08	N
			005525	0429249067649	240-35-6341.00-102-499021	MILK DELIVERED	266.35	N
			005525	0501249071122	240-35-6341.00-102-499021	MILK DELIVERED	295.95	N
			005525	0408249045993	240-35-6341.00-102-499021	MILK DELIVERED-PTO EVENT	236.76	N
			005517	0422249059471	240-35-6341.00-104-499000	MILK DELIVERED	200.00	N
			005517	0424249062869	240-35-6341.00-104-499000	MILK DELIVERED	400.00	N
			005525	0429249067646	240-35-6341.00-104-499000	MILK DELIVERED	400.00	N
			005525	0501249071119	240-35-6341.00-104-499000	MILK DELIVERED	500.00	N
			005517	0422249059471	240-35-6341.00-104-499021	MILK DELIVERED	194.60	N
			005517	0424249062869	240-35-6341.00-104-499021	MILK DELIVERED	191.90	N
			005525	0429249067646	240-35-6341.00-104-499021	MILK DELIVERED	270.82	N
			005525	0501249071119	240-35-6341.00-104-499021	MILK DELIVERED	368.12	N
			005517	0422249059470	240-35-6341.00-105-499000	MILK DELIVERED	492.70	N
			005517	0424249062868	240-35-6341.00-105-499000	MILK DELIVERED	404.21	N
			005517	0426249066041	240-35-6341.00-105-499000	MILK DELIVERED	303.20	N
			005525	0429249067645	240-35-6341.00-105-499000	MILK DELIVERED	517.97	N
			005525	0501249071118	240-35-6341.00-105-499000	MILK DELIVERED	505.34	N
			005517	0422249059470	240-35-6341.00-105-499021	MILK DELIVERED	246.35	N
			005517	0424249062868	240-35-6341.00-105-499021	MILK DELIVERED	202.19	N
			005517	0426249066041	240-35-6341.00-105-499021	MILK DELIVERED	151.60	N
			005525	0429249067645	240-35-6341.00-105-499021	MILK DELIVERED	258.98	N
			005525	0501249071118	240-35-6341.00-105-499021	MILK DELIVERED	252.66	N
						Totals for Check 005966	16,692.41	
005967	05-09-2024	HUCKABEE & ASSOCIAT	241698	102377	199-41-6219.00-750-499000	BOND PLANNING 2025	9,463.05	N

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005968	05-09-2024	JASON'S DELI	242162	24040906906008	199-41-6497.00-701-499000	FAITH LEADERS BREAKFAST 4-10	253.60	N
005969	05-09-2024	JONES SCHOOL SUPPL	242233	2084842	199-11-6399.00-001-411024	K HERROD -TOP 10% BANQUET	888.01	N
005970	05-09-2024	K&R PROPANE	241642	031598	199-34-6311.00-999-499000	Propane	2,240.00	N
005971	05-09-2024	KATHRYN KELLY	005538	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	54.60	N
005972	05-09-2024	KEVIN ELLIS	005520	04262024	199-36-6299.86-001-491000	BASEBALL OFFICIALP/O GAME 4/	120.00	N
005973	05-09-2024	KIMBALL MIDWEST	241640	102154659	199-34-6319.00-999-499000	Parts	97.00	N
			241640	102155265	199-34-6319.00-999-499000	Parts	726.04	N
			241640	102156281	199-34-6319.00-999-499000	Parts	199.80	N
			241640	102173495	199-34-6319.00-999-499000	Parts	100.00	N
			241640	102177862	199-34-6319.00-999-499000	Parts	102.00	N
Totals for Check 005973							1,224.84	
005974	05-09-2024	LABATT FOOD SERVICE	005518	04233491	240-35-6341.00-001-499000	FOOD DELIVERED	10,928.64	N
			005518	04233492	240-35-6341.00-001-499000	FOOD DELIVERED	450.45	N
			005526	04304408	240-35-6341.00-001-499000	FOOD DELIVERED	10,315.30	N
			005518	04233491	240-35-6341.00-001-499021	FOOD DELIVERED	2,458.95	N
			005526	04304408	240-35-6341.00-001-499021	FOOD DELIVERED	2,689.38	N
			005518	04233493	240-35-6341.00-041-499000	FOOD DELIVERED	5,276.94	N
			005526	04304412	240-35-6341.00-041-499000	FOOD DELIVERED	5,118.28	N
			005518	04233493	240-35-6341.00-041-499021	FOOD DELIVERED	1,282.54	N
			005526	04304412	240-35-6341.00-041-499021	FOOD DELIVERED	1,157.11	N
			005518	04233495	240-35-6341.00-101-499000	FOOD DELIVERED	3,651.04	N
			005526	04304414	240-35-6341.00-101-499000	FOOD DELIVERED	4,421.93	N
			005526	04304413	240-35-6341.00-101-499000	FOOD DELIVERED	141.78	N
				04233495	240-35-6341.00-101-499000	LABELED WRONG	-141.78	N
			005518	04233495	240-35-6341.00-101-499021	FOOD DELIVERED	1,838.01	N
			005526	04304414	240-35-6341.00-101-499021	FOOD DELIVERED	2,820.19	N
				04233495	240-35-6341.00-101-499021	SHORTED 3 CASES ON TRUCK	-32.91	N
			005518	04233497	240-35-6341.00-102-499000	FOOD DELIVERED	3,492.47	N
			005526	04304415	240-35-6341.00-102-499000	FOOD DELIVERED	2,460.23	N
			005518	04233497	240-35-6341.00-102-499021	FOOD DELIVERED	962.93	N
			005518	04233496	240-35-6341.00-102-499021	FOOD DELIVERED	17.32	N
			005526	04304415	240-35-6341.00-102-499021	FOOD DELIVERED	1,110.09	N
			005518	04233494	240-35-6341.00-104-499000	FOOD DELIVERED	2,274.70	N
			005526	04304409	240-35-6341.00-104-499000	FOOD DELIVERED	4,339.67	N
				04233494	240-35-6341.00-104-499000	DID NOT RECEIVE	-21.53	N
			005518	04233494	240-35-6341.00-104-499021	FOOD DELIVERED	405.28	N
			005526	04304409	240-35-6341.00-104-499021	FOOD DELIVERED	1,009.16	N
			005526	04304410	240-35-6341.00-104-499021	FOOD DELIVERED	351.50	N
			005526	04304411	240-35-6341.00-104-499021	FOOD DELIVERED	210.90	N
			005518	04233500	240-35-6341.00-105-499000	FOOD DELIVERED	3,843.16	N
			005526	04304416	240-35-6341.00-105-499000	FOOD DELIVERED	2,189.76	N
				04233500	240-35-6341.00-105-499000	DID NOT RECEIVE	-50.71	N
			005518	04233500	240-35-6341.00-105-499021	FOOD DELIVERED	1,834.44	N

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			005526	04304416	240-35-6341.00-105-499021	FOOD DELIVERED	1,779.05	N
			005518	04233499	240-35-6341.00-999-499000	FOOD DELIVERED	1,213.93	N
			005518	04233491	240-35-6342.00-001-499000	FOOD DELIVERED	498.76	N
			005526	04304408	240-35-6342.00-001-499000	FOOD DELIVERED	354.86	N
			005518	04233491	240-35-6342.00-001-499021	FOOD DELIVERED	498.75	N
			005526	04304408	240-35-6342.00-001-499021	FOOD DELIVERED	354.86	N
			005518	04233493	240-35-6342.00-041-499000	FOOD DELIVERED	252.96	N
			005526	04304412	240-35-6342.00-041-499000	FOOD DELIVERED	500.72	N
			005518	04233493	240-35-6342.00-041-499021	FOOD DELIVERED	252.95	N
			005526	04304412	240-35-6342.00-041-499021	FOOD DELIVERED	500.72	N
			005518	04233495	240-35-6342.00-101-499000	FOOD DELIVERED	266.25	N
			005526	04304414	240-35-6342.00-101-499000	FOOD DELIVERED	333.57	N
			005518	04233495	240-35-6342.00-101-499021	FOOD DELIVERED	266.24	N
			005526	04304414	240-35-6342.00-101-499021	FOOD DELIVERED	333.56	N
			005518	04233497	240-35-6342.00-102-499000	FOOD DELIVERED	295.53	N
			005526	04304415	240-35-6342.00-102-499000	FOOD DELIVERED	196.26	N
			005518	04233497	240-35-6342.00-102-499021	FOOD DELIVERED	295.52	N
			005526	04304415	240-35-6342.00-102-499021	FOOD DELIVERED	196.25	N
			005518	04233494	240-35-6342.00-104-499000	FOOD DELIVERED	150.00	N
			005526	04304409	240-35-6342.00-104-499000	FOOD DELIVERED	500.00	N
			005518	04233494	240-35-6342.00-104-499021	FOOD DELIVERED	124.83	N
			005526	04304409	240-35-6342.00-104-499021	FOOD DELIVERED	360.94	N
			005518	04233500	240-35-6342.00-105-499000	FOOD DELIVERED	553.77	N
			005526	04304416	240-35-6342.00-105-499000	FOOD DELIVERED	785.68	N
			005518	04233500	240-35-6342.00-105-499021	FOOD DELIVERED	287.31	N
			005526	04304416	240-35-6342.00-105-499021	FOOD DELIVERED	386.17	N
			005518	04233499	240-35-6342.00-999-499000	FOOD DELIVERED	457.40	N
						Totals for Check 005974	88,802.06	
005975	05-09-2024	LBR MECHANICAL	005514	13678	240-35-6249.00-001-499000	HEATING ELEMENT ON PASS TH	1,621.78	N
			005523	13695	240-35-6249.00-001-499000	FOOD WARMER THERMAL FUSE	1,035.79	N
			005523	13694	240-35-6249.00-041-499000	DISH MACHINE FLOAT ASSEMBL	1,721.77	N
			005514	13677	240-35-6249.00-104-499000	HEATING ELEMENT ON HOT WEL	965.21	N
						Totals for Check 005975	5,344.55	
005976	05-09-2024	LIBERTY OFFICE	242199	748630R	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	925.63	N
005977	05-09-2024	LONE STAR A/C	005513	LS2349	240-35-6249.00-001-499000	PIZZA LINE MERCHANDISER	958.00	N
005978	05-09-2024	LOWMAN EDUCATION	242093	6542	199-11-6399.53-105-411000	Instructional Math	1,000.00	N
005979	05-09-2024	MARK'S PLUMBING PAR	242133	INV002150016	199-51-6319.00-999-499000	BOILER REPAIR PARTS	1,610.00	N
005980	05-09-2024	NATIONAL SCHOOL FOR	242231	59226	199-34-6319.00-999-499000	Inspection Books	1,177.00	N
005981	05-09-2024	O'REILLY AUTOMOTIVE	241641	APR 2024	199-34-6319.00-999-499000	Parts	1,954.48	N
			240916	6043-408638	199-51-6399.79-999-499000	GROUNDS SUPPLIES	25.58	N
						Totals for Check 005981	1,980.06	

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005982	05-09-2024	OPTIMUM	240156	101031789	199-11-6299.00-999-411053	OPTICAL ETHERNET 10G INTRA	493.87	N
005983	05-09-2024	ORLANDO MOORE	005530	0386	169-36-6399.00-001-491000	PEP RALLY AND COMP MUSIC	1,175.00	N
005984	05-09-2024	OUTDOOR EQUIPMENT	242277	431207	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	102.20	N
005985	05-09-2024	PARENTSQUARE ,INC.	242321	2024-10137	199-41-6299.00-750-499042	District Onboarding	2,385.00	N
005986	05-09-2024	PETER BRUCKBAUER	005521	04262024	199-36-6299.86-001-491000	BASEBALL OFFICIALP/O GAME 4/	120.00	N
005987	05-09-2024	PINNACLE MEDICAL MA	241398	107701	199-34-6218.00-999-499000	Physical and Drug Testing	764.00	N
005988	05-09-2024	PLATINUM COPIER SOL	242348	207973	199-00-1312.00-000-400000	DISTRICT COPIER STAPLES	230.00	N
005989	05-09-2024	POTETZ HOME CENTER	240850	6089913	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	122.69	N
005990	05-09-2024	QUILL CORP.	242200	38202385	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	45.76	N
005991	05-09-2024	RAPTOR TECHNOLOGIE	242347	INV118920	199-00-1312.00-000-400000	RAPTOR LABELS	1,760.00	N
			242325	INV117131	199-61-6299.00-999-499000	Criminal History for Volunteer	172.00	N
						Totals for Check 005991	1,932.00	
005992	05-09-2024	RED'S DIESEL REPAIR	241269	2681	199-34-6249.00-999-499087	AC on Buses	6,800.00	N
005993	05-09-2024	REGION VI - ED. SERV.	242186	068661	199-21-6411.00-999-423023	TRAINING	10.00	N
			241501	068625	199-34-6239.00-999-499000	School Bus Driver Cert	120.00	N
						Totals for Check 005993	130.00	
005994	05-09-2024	RIDDELL ALL AMERICAN	242301	952061767	169-36-6399.10-001-491000	JH HELMETS	1,719.95	N
005995	05-09-2024	RIVER OAKS ACADEMY	242144	5188	224-11-6299.00-999-423000	RIVER OAKS ACADEMY	6,200.00	N
005996	05-09-2024	SALLY BEAUTY HOLDIN	240814	24094105620009	199-11-6399.87-001-422000	COSMETOLOGY SUPPLIES	34.92	N
			240814	24102105620761	199-11-6399.87-001-422000	COSMETOLOGY SUPPLIES	18.49	N
			240814	24106105620389	199-11-6399.87-001-422000	COSMETOLOGY SUPPLIES	17.18	N
						Totals for Check 005996	70.59	
005997	05-09-2024	SAM'S CLUB DIRECT	241909	DISTRICT	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	6,096.55	N
005998	05-09-2024	SCHOOLCOMP	241485	17270	199-00-1411.00-000-400000	WORKERS COMP 2023-24	12,404.25	N
			005527	17344	199-00-1411.00-000-400000	WORKERS COMP 23-24	9,450.39	N
						Totals for Check 005998	21,854.64	
005999	05-09-2024	SISD ACTIVITY FUND	242344	52024	199-11-6399.00-001-411000	ANNE LOUGEE - TOP 10%	523.29	N
			242344	52024	199-11-6399.00-001-411024	ANNE LOUGEE - TOP 10%	2,476.71	N
			242344	52024	199-11-6399.00-001-411K00	ANNE LOUGEE - TOP 10%	1,000.00	N
						Totals for Check 005999	4,000.00	
006000	05-09-2024	SKILLS USA TEXAS	242328	S118962	199-11-6411.00-001-422000	NATIONAL CONTEST REGISTRATI	1,770.00	N
			242328	S118962	199-11-6412.00-001-422000	NATIONAL CONTEST REGISTRATI	1,083.00	N
						Totals for Check 006000	2,853.00	
006001	05-09-2024	SOUTHERN TIRE MART	242279	45601261104	199-34-6319.00-999-499000	Tires	750.18	N
006002	05-09-2024	SOUTHWEST SIGNAL	241879	23410	199-51-6299.00-999-499000	DIAG TLE CROSSWALK SIGNAL	1,018.50	N
006003	05-09-2024	SPEECH AND LANGUAG	242254	115270-7	224-11-6299.00-999-423000	SLPA SERVICES	2,600.00	N
006004	05-09-2024	SPLENDORA CAFE & BB	242238	374902 ORDER#	199-13-6497.00-101-499000	LUNCH AND LEARN	702.27	N

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006005	05-09-2024	SUNBELT STAFFING LLC	242176	20940277	224-11-6299.00-999-423000	SLPA SERVICES	2,080.00	N
006006	05-09-2024	T-MOBILE USA INC.	241604	996011067	199-34-6397.00-999-499000	HOT SPOT FOR SPED BUS	30.67	N
006007	05-09-2024	TAPT	241660	0141-0365	199-34-6411.00-999-499000	TAPT Classes	530.00	N
			241660	0141-0429	199-34-6411.00-999-499000	TAPT Classes	520.00	N
			241660	0141-0115	199-34-6411.00-999-499000	TAPT Classes	540.00	N
			241660	0141-0093	199-34-6411.00-999-499000	TAPT Classes	230.00	N
Totals for Check 006007							1,820.00	
006008	05-09-2024	TASA	242198	000160505	199-41-6411.00-701-499000	TXEDFEST JUNE 9-11, 2024 BURK	325.00	N
006009	05-09-2024	TASB	242206	656865	199-21-6411.00-999-499040	SLI SAN ANTONIO REG CONKLIN	485.00	N
			242206	656865	199-21-6411.00-999-499043	SLI SAN ANTONIO REG GARZA	485.00	N
			242206	656865	199-41-6411.00-701-499000	SLI SAN ANTONIO REG BURKE/K	970.00	N
			242206	656865	199-41-6419.00-702-499000	SLI SAN ANTONIO REG BOARD	3,395.00	N
Totals for Check 006009							5,335.00	
006010	05-09-2024	TASC - TX ASSOC OF ST	242236	32373	199-11-6399.40-001-411000	B LARA - STUCO GRAD SUPPLIES	116.00	N
006011	05-09-2024	TEXAS ASSOCIATION O	242174	2024 CONKLIN	199-12-6411.00-999-499000	TASLA Conference admission	125.00	N
006012	05-09-2024	TC CLEANERS	005536	01-391651	199-41-6399.00-750-499024	CLEANING FOR TABLE CLOTHS	323.73	N
006013	05-09-2024	TEACHER SYNERGY LL	242287	264522239	199-11-6399.00-102-430000	SUPPLEMENT INSTRUC RESOU R	223.78	N
006014	05-09-2024	TEXAS DEPT OF PUBLIC	240023	CR282727	199-41-6499.00-750-499041	CRIMINAL HISTORIES	26.00	N
006015	05-09-2024	TEXAS GIRLS COACHES	005532	TIFFANY	169-36-6495.00-001-491000	MEMBERSHIP AND CLINIC BUNTI	135.00	N
			005532	BRYCE	169-36-6495.00-001-491000	MEMBERSHIP AND CLINIC	135.00	N
			005532	JILL PFIESTER	169-36-6495.00-001-491000	MEMBERSHIP AND CLINIC PFIES	135.00	N
			005532	ASHLEY	169-36-6495.00-001-491000	MEMBERSHIP AND CLINIC PRINC	135.00	N
Totals for Check 006015							540.00	
006016	05-09-2024	THE FLOWER SHOP	005533	000000184	199-41-6399.00-701-499000	FUNERAL FLOWERS	105.00	N
006017	05-09-2024	THE NATHANIEL CENTE	241281	05/20/24 -	199-11-6268.00-001-411024	A LOUGEE - TOP 10% BANQUET	2,688.00	N
			241281	05/20/24 -	199-11-6399.89-001-411000	A LOUGEE - TOP 10% BANQUET	1,420.00	N
Totals for Check 006017							4,108.00	
006018	05-09-2024	THE STEPPING STONES	241805	MO201011	224-11-6299.00-999-423000	MUSIC THERAPY	97.50	N
006019	05-09-2024	THOMAS BUS GULF	241927	SIP-02584975	199-34-6319.00-999-499000	Parts	64.28	N
			241927	SIP-02585266	199-34-6319.00-999-499000	Parts	87.32	N
			241927	SIP-02585465	199-34-6319.00-999-499000	Parts	34.75	N
			241927	SIP-02585550	199-34-6319.00-999-499000	Parts	298.60	N
			241927	SIP-02585630	199-34-6319.00-999-499000	Parts	960.00	N
			241927	SIP-02585741	199-34-6319.00-999-499000	Parts	1,360.39	N
			241927	SIP-03696	199-34-6319.00-999-499000	Parts	235.00	N
			242359	SIP-02585759	199-34-6319.00-999-499000	Parts	171.68	N
				SIP-02585652	199-34-6319.00-999-499000	Wrong Part	-162.50	N
Totals for Check 006019							3,049.52	
006020	05-09-2024	TODD BLASINGAME	005519	04272024	169-36-6294.00-001-491000	BASEBALL OFFICIAL 4/27	120.00	N

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006021	05-09-2024	TURNER & TOWNSEND	240135	PJIN0040220	699-81-6629.00-999-499000	BOND PROGRAM MANAGEMENT	63,443.00	N
006022	05-09-2024	UNITED DATA TECHNOL	242248	0500308743	199-53-6299.58-999-499000	MERAKI MS 130-8 SWITCH, SUPP	740.64	N
006023	05-09-2024	USA DRINKING FOUNTAI	240330	52761	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	968.00	N
006024	05-09-2024	VERIZON	240167	9961893156	199-52-6299.00-999-499000	YEARLY MDT WIRELESS CARDS	76.54	N
006025	05-09-2024	CAPITAL ONE	240116	1655138641	199-00-1312.00-000-400000	DISTRICT STOCK 23-24	1,234.47	N
			241998	1655138641	199-11-6399.00-001-423000	J BUNN - SPED	413.63	N
			242166	1655138641	199-11-6399.98-102-411000	GIFT CARDS STUD ATTEN AWAR	60.00	N
			005515	1655138641	199-11-6499.99-999-411000	HS CAMPUS ACTIVITY	62.01	N
			242160	1655138641	199-13-6497.00-999-499043	March MATHness COMPETITION	46.50	N
			241897	1655138641	199-21-6399.00-999-423023	DIAG WEEK	106.04	N
			240982	1655138641	199-34-6497.00-999-499000	Food for Meetings	86.90	N
			242098	1655138641	199-41-6399.00-750-499000	FRUIT/COOKIES FOR APRIL 9 MT	39.93	N
						Totals for Check 006025	2,049.48	
006026	05-09-2024	WAY BETTER SOUND A	240951	10564	199-11-6268.89-001-411000	A PAINTER - GRADUATION	8,467.00	N
006027	05-09-2024	WEST MUSIC COMPANY	242190	SI2399656	199-11-6399.46-102-411000	MUSIC EQUIPMENT	58.14	N
			242252	SI2399701	199-11-6399.46-102-411000	MUSIC EQUIPMENT	25.68	N
						Totals for Check 006027	83.82	
006028	05-09-2024	WETZELS STATE INSPE	240062	T-8-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	T-17-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	T-18-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	T-19-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	TN-12-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
						Totals for Check 006028	127.50	
006029	05-09-2024	WHATABURGER RESTU	005531	252039	169-36-6412.00-001-491000	DISTRICT TENNIS MEALS 4/25	92.75	N
006030	05-09-2024	WILBANKS CONTRACTO	242228	IN0001669	282-51-6299.00-999-499000	HS BOILER REPAIR	2,063.38	N
006031	05-09-2024	XL PARTS ,LLC	242362	0034CR7688	199-34-6319.00-999-499000	Parts	447.65	N
006032	05-09-2024	YU SOUTH & ASSOCIAT	005535	8033	199-41-6211.00-750-425041	LEGAL FEES	5,715.00	N
006033	05-09-2024	YUMI ICE CREAM CO., IN	005522	24034814	240-35-6341.00-001-499000	ICE CREAM DELIVERED	377.28	N
			005522	24034815	240-35-6341.00-041-499000	ICE CREAM DELIVERED	352.08	N
			005512	24034767	240-35-6341.00-101-499000	ICE CREAM DELIVERED	354.48	N
			005522	23640693	240-35-6341.00-102-499000	ICE CREAM DELIVERED	350.40	N
			005522	24034816	240-35-6341.00-104-499000	ICE CREAM DELIVERED	553.44	N
			005522	24034817	240-35-6341.00-105-499000	ICE CREAM DELIVERED	357.12	N
						Totals for Check 006033	2,344.80	
006034	05-16-2024	A TO Z SPECIALTIES	242107	32159	199-41-6399.00-750-499041	END OF YEAR PLAQUES	3,406.50	N
006035	05-16-2024	ABEL VEGA	005545	DEF REIMB	199-34-6399.00-999-499000	DEF FOR BUS - REIMB	19.99	N
006036	05-16-2024	AMAZON CAPITAL	242030	03/20-04/22	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	7,541.48	N
006037	05-16-2024	AMPLIFY EDUCATION,	242381	INV257576	282-11-6299.00-999-411200	BOOST READING G3-5 LICENSES	25,847.50	N

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006038	05-16-2024	HOUSTON PASADENA A	242358	H79434-IN	199-34-6311.00-999-499000	Fuel	18,713.57	N
006039	05-16-2024	ARC MECHANICAL LLC	005540	i17848	240-35-6249.00-001-499000	OVEN M IGNITOR & FLAME SENS	777.59	N
006040	05-16-2024	ARCHIES	240117	05042024	199-00-1312.00-000-400000	DISTRICT STOCK 23-24	97.78	N
006041	05-16-2024	AVI-SPL LLC	241993	2175851	199-36-6399.00-001-491K00	HS GYM AUDIO REPAIRS	8,640.02	N
			241993	2211421	199-36-6399.00-001-491K00	HS GYM AUDIO REPAIRS	6,912.00	N
Totals for Check 006041							15,552.02	
006042	05-16-2024	BSN SPORTS, LLC	241906	925691759	169-36-6399.01-041-491000	JH GIRLS EQUIPMENT	871.02	N
			242360	925719618	169-36-6399.15-001-491000	VOLLEYBALL GEAR	362.98	N
			242341	925696594	169-36-6399.19-001-491000	XC BACKPACKS	1,000.00	N
			242184	925683808	169-36-6399.26-001-491000	RAIN GEAR	486.00	N
Totals for Check 006042							2,720.00	
006043	05-16-2024	CARNEGIE LEARNING IN	242388	1039612	255-11-6299.00-999-424000	INTITAL IMPLEMENTATION SESSI	1,500.00	N
			242383	1039615	282-11-6299.00-999-411200	MATHia PER STUDENT LICENSE	9,498.40	N
Totals for Check 006043							10,998.40	
006044	05-16-2024	CINTAS CORPORATION	241945	4192178809	199-34-6299.00-999-499000	Dry Cleaning	121.03	N
006045	05-16-2024	COBURNS SUPPLY COM	240319	566216697	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	1,572.05	N
006046	05-16-2024	CONROE WELDING SUP	241784	R04242324	199-34-6299.00-999-499000	Lease of tank	17.00	N
006047	05-16-2024	CROWN EQUIPMENT CO	005548	135571905	199-51-6299.00-999-499025	FORKLIFT PM	141.84	N
006048	05-16-2024	DARCAS MOODY	005546	TCELL REIMB	199-34-6299.00-999-499000	TCELL REIMB	119.89	N
006049	05-16-2024	EDUCATOR'S DEPOT,IN	242268	2006173	199-41-6399.00-750-499000	ADM OFFICE FURN 2024	965.16	N
006050	05-16-2024	ELYSE MCGINNIS	005549	FERN REIMB	199-11-6399.93-001-411039	FERNS FOR CEREMONY REIMB	67.92	N
006051	05-16-2024	EMC CAR CARE & TOWI	241518	24-04161	199-34-6299.00-999-499000	Towing	250.00	N
006052	05-16-2024	ESTRELLITA,INC.	242361	R31232	199-11-6399.00-999-425000	INTERVENTION MATERIAL	18,731.42	N
006053	05-16-2024	LOS CAPORALES LLC	242375	05102024	199-13-6497.00-041-499000	RESILIENCE BREAKFAST	220.00	N
			242416	05202024	199-31-6399.00-999-499030	RESILIENCE FOR STAFF	440.00	N
Totals for Check 006053							660.00	
006054	05-16-2024	GBI INK	240081	14786	199-34-6399.00-999-499000	Printing	200.00	N
006055	05-16-2024	GOLD STAR FOODS TX	005541	3158462	240-35-6341.00-999-499000	COMMODITY FOOD DELIVERED	1,129.92	N
006056	05-16-2024	GRAINGER	242230	9117241993	199-51-6248.77-999-499000	HVAC REPAIR SUPPLIES	75.95	N
006057	05-16-2024	GTS TECHNOLOGY SOL	242271	INV77300	199-11-6398.00-101-430000	STUDENT CHROMEBOOKS	2,430.40	N
			242270	INV77347	199-11-6398.00-102-411000	THIRTY STUDENT CHROMEBOOK	10,416.00	N
Totals for Check 006057							12,846.40	
006058	05-16-2024	HARDIES	005542	05993402	240-35-6341.00-001-499000	PRODUCE DELIVERED	922.32	N
			005542	05993402	240-35-6341.00-001-499021	PRODUCE DELIVERED	426.41	N
			005542	05993403	240-35-6341.00-041-499000	PRODUCE DELIVERED	1,003.91	N
			005542	05993403	240-35-6341.00-041-499021	PRODUCE DELIVERED	438.84	N
			005542	05993398	240-35-6341.00-101-499000	PRODUCE DELIVERED	1,107.57	N
			005542	05993398	240-35-6341.00-101-499021	PRODUCE DELIVERED	443.30	N
			005542	05993397	240-35-6341.00-102-499000	PRODUCE DELIVERED	571.15	N

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			005542	05993397	240-35-6341.00-102-499021	PRODUCE DELIVERED	257.00	N	
			005542	05993400	240-35-6341.00-104-499000	PRODUCE DELIVERED	1,254.04	N	
			005542	05993400	240-35-6341.00-104-499021	PRODUCE DELIVERED	295.85	N	
			005542	05993405	240-35-6341.00-105-499000	PRODUCE DELIVERED	991.86	N	
			005542	05993405	240-35-6341.00-105-499021	PRODUCE DELIVERED	272.05	N	
			Totals for Check 006058					7,984.30	
006059	05-16-2024	LITERACY RESOURCES,	242037	341063	199-11-6399.00-101-425000	EMERGENT BILINGUAL/	99.00	N	
006060	05-16-2024	HILAND DAIRY FOODS C	005543	0506249075405	240-35-6341.00-001-499000	MILK DELIVERED	197.30	N	
			005543	0508249079059	240-35-6341.00-001-499000	MILK DELIVERED	256.49	N	
			005543	0510249082267	240-35-6341.00-001-499000	MILK DELIVERED	197.30	N	
			005543	0506249075405	240-35-6341.00-001-499021	MILK DELIVERED	197.30	N	
			005543	0508249079059	240-35-6341.00-001-499021	MILK DELIVERED	256.49	N	
			005543	0510249082267	240-35-6341.00-001-499021	MILK DELIVERED	197.30	N	
			005543	0506240014765	240-35-6341.00-041-499000	MILK DELIVERED	256.49	N	
			005543	0508249079058	240-35-6341.00-041-499000	MILK DELIVERED	157.84	N	
			005543	0510249082266	240-35-6341.00-041-499000	MILK DELIVERED	147.98	N	
			005543	0506240014765	240-35-6341.00-041-499021	MILK DELIVERED	256.49	N	
			005543	0508249079058	240-35-6341.00-041-499021	MILK DELIVERED	157.84	N	
			005543	0510249082266	240-35-6341.00-041-499021	MILK DELIVERED	147.97	N	
			005543	0506249075407	240-35-6341.00-101-499000	MILK DELIVERED	263.07	N	
			005543	0508249079061	240-35-6341.00-101-499000	MILK DELIVERED	381.45	N	
			005543	0510249082269	240-35-6341.00-101-499000	MILK DELIVERED	197.30	N	
			005543	0506249075407	240-35-6341.00-101-499021	MILK DELIVERED	131.53	N	
			005543	0508249079061	240-35-6341.00-101-499021	MILK DELIVERED	190.72	N	
			005543	0510249082269	240-35-6341.00-101-499021	MILK DELIVERED	98.65	N	
			005543	0506249075406	240-35-6341.00-102-499000	MILK DELIVERED	236.76	N	
			005543	0508249079060	240-35-6341.00-102-499000	MILK DELIVERED	138.11	N	
			005543	0510249082268	240-35-6341.00-102-499000	MILK DELIVERED	197.30	N	
			005543	0506249075406	240-35-6341.00-102-499021	MILK DELIVERED	236.76	N	
			005543	0508249079060	240-35-6341.00-102-499021	MILK DELIVERED	138.11	N	
			005543	0510249082268	240-35-6341.00-102-499021	MILK DELIVERED	197.30	N	
			005543	0506249075403	240-35-6341.00-104-499000	MILK DELIVERED	300.00	N	
			005543	0508249079057	240-35-6341.00-104-499000	MILK DELIVERED	500.00	N	
			005543	0506249075403	240-35-6341.00-104-499021	MILK DELIVERED	193.25	N	
			005543	0508249079057	240-35-6341.00-104-499021	MILK DELIVERED	368.12	N	
			005543	0506240014764	240-35-6341.00-105-499000	MILK DELIVERED	75.80	N	
			005543	0508249079056	240-35-6341.00-105-499000	MILK DELIVERED	379.00	N	
			005543	0510249082265	240-35-6341.00-105-499000	MILK DELIVERED	277.94	N	
			005543	0506240014764	240-35-6341.00-105-499021	MILK DELIVERED	37.90	N	
			005543	0508249079056	240-35-6341.00-105-499021	MILK DELIVERED	189.50	N	
			005543	0510249082265	240-35-6341.00-105-499021	MILK DELIVERED	138.96	N	
			Totals for Check 006060					7,294.32	

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006061	05-16-2024	HOME DEPOT CREDIT S	241774	4/28	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	932.95	N
			240472	STMNT 4.28.24A	199-51-6399.79-999-499091	ATHLETIC FIELDS SUPPLIES	110.91	N
Totals for Check 006061							1,043.86	
006062	05-16-2024	HUNTON SERVICES	240448	SCH046443	282-51-6248.77-999-499000	HVAC CONTROLS PREV. MAINT	5,597.72	N
006063	05-16-2024	JDP PALATINE	242350	114170	199-61-6299.00-999-499000	Criminal History for Volunteer	201.60	N
006064	05-16-2024	JOHNSON SUPPLY	240447	04284542	282-51-6248.77-999-499000	HVAC SUPPLIES	2,310.27	N
006065	05-16-2024	K & S SPORTSWEAR LL	242283	28094	169-36-6399.09-001-491000	GOLF CAPS	486.00	N
006066	05-16-2024	KEVIN LYNCH	005552	04152024	199-41-6411.00-750-499000	HUCKABEE MEETING TRAVEL 04	35.11	N
			005552	05152024	199-41-6411.00-750-499000	REGION VI TRAVEL 5/15	61.77	N
Totals for Check 006066							96.88	
006067	05-16-2024	KRISTY DIETRICH	005550	REIMB 3/8	199-11-6497.00-001-411039	MEETING FOOD REIMB 03082024	141.00	N
			005550	REIMB 4/9	199-11-6497.00-001-411039	MEETING FOOD REIMB 04092024	160.62	N
Totals for Check 006067							301.62	
006068	05-16-2024	LABATT FOOD SERVICE	005544	05075826	240-35-6341.00-001-499000	FOOD DELIVERED	10,207.15	N
			005544	05075826	240-35-6341.00-001-499021	FOOD DELIVERED	2,046.30	N
			005544	05075829	240-35-6341.00-041-499000	FOOD DELIVERED	3,904.83	N
			005544	05075829	240-35-6341.00-041-499021	FOOD DELIVERED	954.77	N
			005544	05075831	240-35-6341.00-101-499000	FOOD DELIVERED	2,375.70	N
			005544	05075830	240-35-6341.00-101-499000	FOOD DELIVERED	1,943.43	N
			005544	05075831	240-35-6341.00-101-499021	FOOD DELIVERED	1,769.24	N
			005544	05075830	240-35-6341.00-101-499021	FOOD DELIVERED	509.16	N
			005544	05075833	240-35-6341.00-102-499000	FOOD DELIVERED	2,068.81	N
			005544	05075832	240-35-6341.00-102-499000	FOOD DELIVERED	1,075.77	N
			005544	05075833	240-35-6341.00-102-499021	FOOD DELIVERED	1,322.43	N
			005544	05075828	240-35-6341.00-104-499000	FOOD DELIVERED	4,135.44	N
			005544	05075827	240-35-6341.00-104-499000	FOOD DELIVERED	574.05	N
			005544	05075828	240-35-6341.00-104-499021	FOOD DELIVERED	3,013.84	N
			005544	05075835	240-35-6341.00-105-499000	FOOD DELIVERED	3,455.32	N
			005544	05075835	240-35-6341.00-105-499021	FOOD DELIVERED	1,935.93	N
			005544	05075826	240-35-6342.00-001-499000	FOOD DELIVERED	217.71	N
			005544	05075826	240-35-6342.00-001-499021	FOOD DELIVERED	217.70	N
			005544	05075829	240-35-6342.00-041-499000	FOOD DELIVERED	132.71	N
			005544	05075829	240-35-6342.00-041-499021	FOOD DELIVERED	132.70	N
			005544	05075831	240-35-6342.00-101-499000	FOOD DELIVERED	468.74	N
			005544	05075831	240-35-6342.00-101-499021	FOOD DELIVERED	468.74	N
			005544	05075833	240-35-6342.00-102-499000	FOOD DELIVERED	301.48	N
			005544	05075833	240-35-6342.00-102-499021	FOOD DELIVERED	226.60	N
			005544	05075828	240-35-6342.00-104-499000	FOOD DELIVERED	342.66	N
			005544	05075828	240-35-6342.00-104-499021	FOOD DELIVERED	342.66	N
			005544	05075835	240-35-6342.00-105-499000	FOOD DELIVERED	351.50	N
			005544	05075835	240-35-6342.00-105-499021	FOOD DELIVERED	253.17	N
			005544	05075834	240-35-6342.00-999-499000	FOOD DELIVERED	373.52	N
Totals for Check 006068							45,122.06	

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006069	05-16-2024	LAW ENFORCEMENT SY	242346	222199	199-52-6399.00-999-499000	CASE MANAGEMENT FILE ENVEL	154.00	N
006070	05-16-2024	BOOKS INTERNATIONAL	242352	LTR1026420	199-11-6399.00-999-436043	EARLY CHILDHOOD EDUCATION	3,219.07	N
006071	05-16-2024	LOCKWOOD ANDREWS	240136	1711003300113	699-81-6629.00-999-499000	BOND PROGRAM MANAGEMENT	62,343.75	N
006072	05-16-2024	MCCOY CORPORATION	240326	9864779	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	59.75	N
006073	05-16-2024	NATIONAL NOTARY	242276	CALESTA	199-41-6495.00-750-499000	NOTARY - HOUSE	282.16	N
006074	05-16-2024	NOODLE TOOLS, INC.	242169	209-737-RI	199-12-6669.00-001-499000	Renewal of subscripton	779.00	N
006075	05-16-2024	O'REILLY AUTOMOTIVE	240916	6043-423818	199-51-6399.79-999-499000	GROUPS SUPPLIES	25.99	N
			240916	6043-425005	199-51-6399.79-999-499000	GROUPS SUPPLIES	7.13	N
						Totals for Check 006075	33.12	
006076	05-16-2024	PIZZA HUT	242249	00001 4/12	199-13-6497.50-999-499000	SHAC MEETING	70.38	N
	05-17-2024	PIZZA HUT	242249	00001 4/12	199-13-6497.50-999-499000	REISSUE TO CORRECT VENDOR	-70.38	N
						Totals for Check 006076	.00	
006077	05-16-2024	FOUR PZ PIZZA, INC.	242390	00008 4/12	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	95.00	N
			242390	00001 4/13	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	45.00	N
			242390	00002 4/13	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	39.99	N
			242390	00003 4/13	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	85.00	N
			242390	00003 4/20	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	35.00	N
			242390	00002 4/20	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	65.00	N
			242390	00010 4/19	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	35.00	N
			242390	00006 4/26	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	35.00	N
			242390	00001 4/27	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	95.00	N
			242390	00001 4/28	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	55.00	N
			242390	00001 5/4	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	59.99	N
			242390	00002 5/4	168-61-6499.00-999-499000	PIZZAS FOR CONC/PARTIES	35.00	N
			242314	00001 4/30	199-31-6399.00-999-499030	RESILIENCY COMM. STAFF LUNC	397.00	N
			242339	00030 4/29	199-41-6497.00-702-499000	BOARD MEETING FOOD 4-29-24	83.07	N
			242368	0001 5/2	199-41-6497.00-702-499000	PIZZAS FOR STAFF RE: FLOOD	360.00	N
						Totals for Check 006077	1,520.05	
006078	05-16-2024	PRO-ED	242334	3038554	199-31-6339.00-999-423023	TESTING MATERIALS	578.60	N
006079	05-16-2024	PS LIGHTWAVE, LLC	240002	25851	199-11-6299.00-999-411053	SISD ISP FOR 2023-2024	4,980.71	N
006080	05-16-2024	QUILL CORP.	242330	38420882	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	46.50	N
			242311	38381663	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	392.20	N
						Totals for Check 006080	438.70	
006081	05-16-2024	RED'S DIESEL REPAIR	241269	2700	199-34-6249.00-999-499087	AC on Buses	8,696.44	N
006082	05-16-2024	REGION 4 ESC	241969	18198268	199-34-6411.00-999-499000	Region 4 Special Needs class	810.00	N
006083	05-16-2024	ALLIED WASTE SERVICE	240165	0853007822157	199-51-6259.75-999-499000	DIST DUMPSTER 23-24	7,623.85	N
006084	05-16-2024	SAFETY VISION LLC	242351	INV1382	199-34-6319.00-999-499000	Camera for the buses	200.00	N
006085	05-16-2024	SIENVIROMENTAL ,LLC	241608	139926	199-51-6259.74-999-499000	WWTP/WTP REPAIRS	5,637.69	N
			241866	139927	199-51-6299.00-999-499000	WTP REPAIR	4,098.10	N
					131	Totals for Check 006085	9,735.79	

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006086	05-16-2024	SPEECH AND LANGUAG	242254	115271-1	224-11-6299.00-999-423000	SLPA SERVICES	2,555.00	N
006087	05-16-2024	MIDWAY FAST FOODS	242394	1/A 635716	199-13-6497.00-999-499043	STUDENT ADVISORY LUNCH	209.70	N
006088	05-16-2024	SUMMIT AIR LLC	242336	270	199-51-6248.77-999-499000	PCE HVAC	2,320.00	N
			242378	265	282-51-6299.00-999-499000	HVAC REPAIR @ PCE	8,000.00	N
Totals for Check 006088							10,320.00	
006089	05-16-2024	SUNBELT STAFFING LLC	242176	20940277	224-11-6299.00-999-423000	SLPA SERVICES	2,112.50	N
006090	05-16-2024	SUNSET FIRE & SECURI	240251	021094	199-51-6249.77-999-499000	SECURITY MONITORING FEE	1,190.70	N
006091	05-16-2024	SWICEGOOD MUSIC CO	242170	R226806	199-11-6249.29-102-411000	BAND REPAIR INSTRUMENTS	250.00	N
			240410	R226807	199-11-6249.29-102-411000	ANNUAL REPAIRS	159.00	N
			240410	R226800	199-11-6249.29-102-411000	ANNUAL REPAIRS	110.00	N
			240410	R226802	199-11-6249.29-102-411000	ANNUAL REPAIRS	110.00	N
Totals for Check 006091							629.00	
006092	05-16-2024	SYMMETRY ENERGY SO	240100	18319544	199-51-6259.73-999-499000	DISTRICT GAS	2,812.73	N
006093	05-16-2024	TASCO AUTO COLOR C	242028	ACCT#22798	199-11-6399.00-001-422000	AUTO BODY SUPPLIES	581.15	N
006094	05-16-2024	TCASE	242307	300016124	199-21-6495.00-999-423023	TCASE MEMBERSHIP 2024 PERKI	125.00	N
006095	05-16-2024	TERRACON CONSULTA	241588	TL05207	699-81-6629.00-999-499073	CONSTRUCTION MATERIALS TES	15,570.65	N
006096	05-16-2024	TEXAS LAND CLEARING,	241548	APP. 4-RET	699-81-6629.00-999-499072	NEW GLE SITE LAND CLEARING	6,032.76	N
006097	05-16-2024	CARRER SERVICES TX	242363	258684	199-13-6411.50-999-499000	REG FOR SAFETY CONF ANDRE	350.00	N
			242363	258683	199-13-6411.50-999-499000	REG FOR SAFETY CONF MARTIN	350.00	N
Totals for Check 006097							700.00	
006098	05-16-2024	THE FLOWER SHOP	242400	000000233	199-11-6399.89-001-411000	T. ANDERSON -GRADUATION	762.50	N
006099	05-16-2024	THE STEPPING STONES	241805	MO203507	224-11-6299.00-999-423000	MUSIC THERAPY	206.05	N
006100	05-16-2024	THOMAS BUS GULF	242398	SIP-02585994	199-34-6249.00-999-499000	Repairs	3,064.68	N
			242212	SIS-00007168	199-34-6249.00-999-499000	Repairs	11,934.98	N
			242215	SIP-02585756	199-34-6311.00-999-499000	DEF	492.00	N
			242359	SIP-02585738	199-34-6319.00-999-499000	Parts	8,464.58	N
			242359	SIP-02586048	199-34-6319.00-999-499000	Parts	208.20	N
			242359	SIP-02586050	199-34-6319.00-999-499000	Parts	175.45	N
			242359	SIP-02585816	199-34-6319.00-999-499000	Parts	256.93	N
			242359	SIP-02586085	199-34-6319.00-999-499000	Parts	39.75	N
			242359	SIP-02586069	199-34-6319.00-999-499000	Parts	35.09	N
			242359	SIP-02586176	199-34-6319.00-999-499000	Parts	1,020.59	N
			242359	SIP-02585391	199-34-6319.00-999-499000	Parts	1,560.00	N
			242359	SIP-02586049	199-34-6319.00-999-499000	Parts	39.68	N
			242359	SIP-02586184	199-34-6319.00-999-499000	Parts	3,678.56	N
Totals for Check 006100							30,970.49	
006101	05-16-2024	THSCA	005547	MEMBERSHIPS	169-36-6495.00-001-491000	22 MEMBERSHIPS	1,540.00	N
			005547	COACHING	169-36-6495.00-001-491000	3 COACHING SCHOOL	180.00	N
Totals for Check 006101							1,720.00	

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006102	05-16-2024	UNIVERSAL NATURAL G	240092	400650	199-51-6259.73-999-499000	DISTRICT GAS	769.29	N
006103	05-16-2024	THE UNIVERSITY OF TE	242055	9739485	199-31-6339.00-001-499039	testing Mrs Crawford	300.00	N
006104	05-16-2024	VELAZQUEZ PRESS,NE	242213	20548	199-11-6399.00-999-425000	BIL PROFESSIONAL DEVELOPME	2,636.70	N
006105	05-16-2024	WETZELS STATE INSPE	240062	TN-100-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	W-6-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
Totals for Check 006105							51.00	
006106	05-16-2024	WORTH HYDROCHEM O	240141	128722	282-51-6248.77-999-499000	HVAC WATER TREATMENT SERVI	795.00	N
006107	05-16-2024	YU SOUTH & ASSOCIAT	005551	8036	199-41-6211.00-750-425041	LEGAL FEES	5,765.00	N
			005551	8057	199-41-6211.00-750-425041	LEGAL FEES	5,765.00	N
Totals for Check 006107							11,530.00	
006108	05-16-2024	YUMI ICE CREAM CO., IN	005539	24034878	240-35-6341.00-001-499000	ICE CREAM DELIVERED	402.48	N
006109	05-17-2024	FOUR PZ PIZZA, INC.	005553	00001	199-13-6497.50-999-499000	SHAC MEETING	70.38	N
006110	05-23-2024	ACET	242436	17605-S24	199-41-6411.00-750-499000	REGISTRATION FEE	100.00	N
006111	05-23-2024	AMANDA VALDEZ	005561	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	4.75	N
006112	05-23-2024	AMAZON CAPITAL	242290	04/29-05/13	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	3,268.98	N
			242153	04/17-25	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	6,852.89	N
Totals for Check 006112							10,121.87	
006113	05-23-2024	AVCA	005556	NAKIA TAYLOR	169-36-6495.00-001-491000	VB COACH MEMBERSHIP TAYLO	59.00	N
006114	05-23-2024	BSN SPORTS, LLC	242275	925755792	169-36-6399.07-001-491000	COACHES GEAR	1,752.00	N
			242282	925755775	169-36-6399.09-001-491000	GOLF UNIFORMS	858.00	N
			242285	925735327	169-36-6399.31-001-491000	SOCCER GEAR	2,000.00	N
Totals for Check 006114							4,610.00	
006115	05-23-2024	CARLA REYNA	005559	05/25 MEALS	199-36-6412.22-001-499000	SOLO & ENSEMBLE MEALS	92.00	N
006116	05-23-2024	CHALK'S TRUCK PARTS	242391	335072-1	199-34-6319.00-999-499000	Parts	4,236.90	N
			242391	339818-1	199-34-6319.00-999-499000	Parts	2,968.77	N
Totals for Check 006116							7,205.67	
006117	05-23-2024	CINTAS CORPORATION	241945	4192838817	199-34-6299.00-999-499000	Dry Cleaning	121.03	N
			241465	5211872258	199-34-6319.00-999-499000	First Aid Kit Supplies	57.48	N
			241696	5205242342	199-51-6299.00-999-499000	FIRST AID KIT SERVICE	16.82	N
			241696	5211872253	199-51-6299.00-999-499000	FIRST AID KIT SERVICE	45.30	N
Totals for Check 006117							240.63	
006118	05-23-2024	CITIBANK	240344	3651729152	168-61-6499.00-999-499000	MONTHLY CHARGE FOR POS	210.03	N
			242261	3651729152	169-36-6412.00-001-491035	GIRLS TRACK HOTEL	1,188.10	N
			242296	3651729152	169-36-6412.00-001-491035	REGIONAL MEAL	99.83	N
			242256	3651729152	169-36-6412.00-001-491035	REGIONAL GOLF HOTEL	431.76	N
			242265	3651729152	169-36-6412.00-001-491035	BOYS TRACK HOTEL	597.32	N
			241867	3651729152	199-11-6299.00-001-422000	COSMO CERTIFICATION EXAM	490.00	N
			242140	3651729152	199-11-6299.00-001-422000	CERTIFICATION VOUCHERS	2,170.00	N
			242235	3651729152	199-11-6399.40-001-411000	B LARA - STUCO GRAD SUPPLIES	217.59	N
			242257	3651729152	199-11-6399.61-001-422000	HOME DEPOT ANIMAL SCI SUPPL	2,042.52	N
			242250	3651729152	199-11-6399.98-041-411000	PERFECT ATTENDANCE PRIZES	200.00	N

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			241530	3651729152	199-11-6411.61-001-422000	SPRING SWINE TRAVEL HOTEL	130.92	N
			241530	3651759152	199-11-6411.61-001-422000	SPRING SWINE TRAVEL HOTEL	146.63	N
			241578	3651729152	199-11-6411.61-001-422000	CATTLE SPRING HOTEL	143.54	N
			241578	3651729152	199-11-6411.61-001-422000	CATTLE SPRING HOTEL	935.77	N
			005563	3651729152	199-11-6499.99-999-411000	HS STUCO ACTIVITY	2,289.00	N
			005563	3651729152	199-11-6499.99-999-411000	HS NHS ACTIVITY	494.99	N
			241764	3651729152	199-12-6411.00-999-499000	Hotel Room for TLA Conference	1,567.33	N
			241877	3651729152	199-21-6411.00-999-499040	AIRLINE FLIGHTS FOR SIMPSON	316.19	N
			241877	3651729152	199-21-6411.00-999-499040	AIRLINE FLIGHTS FOR BUFORD	411.19	N
			241877	3651729152	199-21-6411.00-999-499040	AIRLINE FLIGHTS FOR GARZA	373.20	N
			241877	3651729152	199-21-6411.00-999-499040	AIRLINE FLIGHTS FOR SOWELL	360.63	N
			242356	3651729152	199-21-6495.00-999-499040	NEWSLETTER MEMBERSHIP	49.00	N
			242432	3651729152	199-34-6299.00-999-499000	Tolls/Tags	1,215.00	N
			240046	3651729152	199-34-6299.00-999-499000	Vehicle Registrations	142.91	N
			242428	3651729152	199-34-6411.00-999-499000	Hotel-Hyatt San Antonio	592.00	N
			242410	3651729152	199-36-6412.00-001-491000	GIRLS STATE TRACK MEALS	169.71	N
			242315	3651729152	199-41-6211.00-750-425041	HOUSTON CHRONICLE BILINGUA	4,048.00	N
			242316	3651729152	199-41-6399.00-750-499024	SUPPLIES FOR EOY BANQUET	40.59	N
			242205	3651729152	199-41-6399.00-750-499041	STAGE FOR EOY AWARDS	510.28	N
			241668	3651729152	199-41-6411.00-701-499000	HOTEL SUPT SYMPOSIUM	245.89	N
			242072	3651729152	199-41-6411.00-750-499000	ACET CONFERENCE	614.03	N
			242216	3651729152	199-41-6497.00-702-499000	BOARD MEETING FOOD 4-15-24	79.79	N
			242205	3651729152	255-41-6399.00-750-424041	STAGE FOR EOY AWARDS	215.00	N
			241311	3651729152	255-41-6411.00-750-424041	HOTEL FOR TX STATE CAREER F	277.76	N
			241310	3651729152	255-41-6411.00-750-424041	HOTEL FOR SFA CAREER FAIR	235.40	N
			242333	3651729152	282-11-6398.00-999-411200	10 DESKTOP SETUPS/TCLASS	6,899.80	N
						Totals for Check 006118	30,151.70	
006119	05-23-2024	COLLIER EDUCATIONAL	242326	05202024	255-11-6299.00-999-424000	FACILITATION OF LEADERSHIP	3,242.15	N
006120	05-23-2024	CONROE WELDING SUP	005554	PS526403	168-61-6299.00-999-499000	HELIUM TANK RENTAL/REFILLS	124.56	N
			241435	PS526403	168-61-6399.00-999-499000	HELIUM FOR PARTIES	212.33	N
						Totals for Check 006120	336.89	
006121	05-23-2024	CORNISH MEDICAL	242016	15748	169-36-6399.08-001-491000	SAFETY TESTING	599.00	N
006122	05-23-2024	CUSTOM BUILT AWARD	242244	40170	199-36-6399.21-001-499000	K CADE - DRILL TEAM	630.00	N
006123	05-23-2024	DE LAGE LANDEN PUBLI	240848	82612817	199-11-6269.00-001-411039	DISTRICT COPIERS 2023-2024	245.21	N
			240848	82612817	199-11-6269.00-102-411000	DISTRICT COPIERS 2023-2024	233.40	N
			240848	82612817	199-21-6269.00-999-499043	DISTRICT COPIERS 2023-2024	169.94	N
			240848	82612817	199-23-6269.00-105-499000	DISTRICT COPIERS 2023-2024	118.45	N
						Totals for Check 006123	767.00	
006124	05-23-2024	DUKE COMMUNICATION	241995	10923	429-51-6299.00-999-499052	CARD READER INSTALL(2) @ ISS	4,655.02	N
			241995	10933	429-51-6299.00-999-499052	CARD READER INSTALL(2) @ ISS	807.30	N
						Totals for Check 006124	5,462.32	
006125	05-23-2024	EMMANUEL F SANCHEZ	241883	2023-24-13	224-11-6299.00-999-423000	BILINGUAL EDUCATIONAL DIAG	850.00	N

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006126	05-23-2024	EVA BAKER	242462	BOOK REIMB	429-13-6399.00-999-499038	spring textbook 24	280.12	N
006127	05-23-2024	GOOD PROMOTIONS	242313	30519	199-41-6399.00-750-499K42	PROMOTIONAL ITEMS	320.00	N
			240321	30277	199-51-6319.00-999-499000	MAINTENANCE UNIFORMS	565.96	N
Totals for Check 006127							885.96	
006128	05-23-2024	GOWAN INC.	240607	910036906	282-51-6248.77-999-499000	ER CHILLER REPAIR @ PWE	1,425.00	N
006129	05-23-2024	GTS TECHNOLOGY SOL	242269	INV77149	199-11-6398.00-001-430000	CLASSROOM PROJECTORS	2,312.49	N
			242242	INV77152	199-11-6398.00-101-411000	TEN ELMO DOCUMENT	1,396.10	N
			242240	INV77158	199-11-6399.93-041-411000	TWO ELMO DOCUMENT CAMERA	279.22	N
			242294	INV77494	199-12-6398.00-001-499000	DESKTOP COMPUTER FOR LIBRA	4,451.84	N
Totals for Check 006129							8,439.65	
006130	05-23-2024	HARDIES	005555	06003070	240-35-6341.00-001-499000	PRODUCE DELIVERED	968.26	N
			005555	06003070	240-35-6341.00-001-499021	PRODUCE DELIVERED	405.21	N
			005555	06003071	240-35-6341.00-041-499000	PRODUCE DELIVERED	734.26	N
			005555	06003071	240-35-6341.00-041-499021	PRODUCE DELIVERED	237.32	N
			005555	06003064	240-35-6341.00-101-499000	PRODUCE DELIVERED	1,078.44	N
			005555	06003064	240-35-6341.00-101-499021	PRODUCE DELIVERED	248.63	N
			005555	06003062	240-35-6341.00-102-499000	PRODUCE DELIVERED	491.01	N
			005555	06003062	240-35-6341.00-102-499021	PRODUCE DELIVERED	229.46	N
			005555	06003067	240-35-6341.00-104-499000	PRODUCE DELIVERED	1,017.44	N
			005555	06003067	240-35-6341.00-104-499021	PRODUCE DELIVERED	364.97	N
			005555	06003073	240-35-6341.00-105-499000	PRODUCE DELIVERED	699.23	N
			005555	06003073	240-35-6341.00-105-499021	PRODUCE DELIVERED	190.05	N
Totals for Check 006130							6,664.28	
006131	05-23-2024	HARRIS COUNTY DEPT	242177	TS105787	224-11-6299.00-999-423000	PT SERVICES	5,940.00	N
006132	05-23-2024	HIGH POINT	242141	203293	199-51-6399.00-999-499078	PUBLIC SUPPLIES	83.16	N
			242255	203293	199-51-6399.00-999-499078	PUBLIC SUPPLIES	1,176.36	N
			242403	203376	199-51-6399.02-999-499078	DEPARTMENT SUPPLIES	1,624.09	N
			240600	202875	199-51-6649.00-999-499078	EQUIPMENT <5000	458.25	N
Totals for Check 006132							3,341.86	
006133	05-23-2024	HILAND DAIRY FOODS C	005558	0513249083413	240-35-6341.00-001-499000	MILK DELIVERED	217.03	N
			005558	0515249087430	240-35-6341.00-001-499000	MILK DELIVERED	236.76	N
			005558	0517249090635	240-35-6341.00-001-499000	MILK DELIVERED	138.11	N
			005558	0513249083413	240-35-6341.00-001-499021	MILK DELIVERED	217.03	N
			005558	0515249087430	240-35-6341.00-001-499021	MILK DELIVERED	236.76	N
			005558	0517249090635	240-35-6341.00-001-499021	MILK DELIVERED	138.11	N
			005558	0513249083412	240-35-6341.00-041-499000	MILK DELIVERED	226.90	N
			005558	0515249087429	240-35-6341.00-041-499000	MILK DELIVERED	226.90	N
			005558	0517249090634	240-35-6341.00-041-499000	MILK DELIVERED	138.11	N
			005558	0513249083412	240-35-6341.00-041-499021	MILK DELIVERED	226.89	N
			005558	0515249087429	240-35-6341.00-041-499021	MILK DELIVERED	226.89	N
			005558	0517249090634	240-35-6341.00-041-499021	MILK DELIVERED	138.11	N
			005558	0513249083415	240-35-6341.00-101-499000	MILK DELIVERED	302.53	N
			005558	0515249087432	240-35-6341.00-101-499000	MILK DELIVERED	302.53	N

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			005558	0513249083415	240-35-6341.00-101-499021	MILK DELIVERED	151.26	N
			005558	0515249087432	240-35-6341.00-101-499021	MILK DELIVERED	151.26	N
			005558	0513249083414	240-35-6341.00-102-499000	MILK DELIVERED	286.09	N
			005558	0515249087431	240-35-6341.00-102-499000	MILK DELIVERED	266.36	N
			005558	0517249090636	240-35-6341.00-102-499000	MILK DELIVERED	177.57	N
			005558	0513249083414	240-35-6341.00-102-499021	MILK DELIVERED	286.08	N
			005558	0515249087431	240-35-6341.00-102-499021	MILK DELIVERED	266.35	N
			005558	0517249090636	240-35-6341.00-102-499021	MILK DELIVERED	177.57	N
			005558	0513249083411	240-35-6341.00-104-499000	MILK DELIVERED	400.00	N
			005558	0515249087428	240-35-6341.00-104-499000	MILK DELIVERED	500.00	N
			005558	0513249083411	240-35-6341.00-104-499021	MILK DELIVERED	270.82	N
			005558	0515249087428	240-35-6341.00-104-499021	MILK DELIVERED	368.12	N
			005558	0513249083410	240-35-6341.00-105-499000	MILK DELIVERED	454.80	N
			005558	0515249087427	240-35-6341.00-105-499000	MILK DELIVERED	454.80	N
			005558	0517240014859	240-35-6341.00-105-499000	MILK DELIVERED	176.87	N
			005558	0513249083410	240-35-6341.00-105-499021	MILK DELIVERED	227.40	N
			005558	0515249087427	240-35-6341.00-105-499021	MILK DELIVERED	227.40	N
			005558	0517240014859	240-35-6341.00-105-499021	MILK DELIVERED	88.43	N
						Totals for Check 006133	7,903.84	
006134	05-23-2024	HOUGHTON MIFFLIN CO	242353	95602247	199-11-6397.00-999-425000	BIL/DUAL LITERACY INTERVENTI	11,988.00	N
006135	05-23-2024	HUCKABEE & ASSOCIAT	240224	102381	699-81-6629.00-999-499073	ARCHITECT DESIGN SVCS-NEW J	24,377.66	N
006136	05-23-2024	HUNTON SERVICES	242415	SVC248159	199-51-6248.77-999-499000	BAS SERVICE CALL	3,611.00	N
006137	05-23-2024	IMCAT	242401	5076	410-11-6495.00-999-411000	IMCAT Membership Fee Harris	85.00	N
006138	05-23-2024	IMPACT PROMOTIONAL	242306	INV89571	199-52-6395.00-999-499000	OFFICER UNIFORM & VEST	1,078.93	N
006139	05-23-2024	INDIANA WESLEYAN UNI	005560	4SP2024 4 16 24	279-13-6221.00-999-499000	TUITION FOR 19 PARTICIPANTS	11,145.24	N
006140	05-23-2024	JOERIS GENERAL CONT	242157	APP. 01	699-81-6629.00-999-499071	CSP, COST OF CONSTRUCT PC R	577,074.66	N
			241943	APP. 4	699-81-6629.00-999-499073	CMAR AMEND 01 & 02 FOR NEW J	4,215,005.22	N
						Totals for Check 006140	4,792,079.88	
006141	05-23-2024	JOURNEYED.COM, INC.	242440	10542877	199-51-6397.00-999-499025	ADOBE ACROBAT PRO SUBSCRI	133.55	N
006142	05-23-2024	KIMBALL MIDWEST	241640	102235012	199-34-6319.00-999-499000	Parts	562.92	N
006143	05-23-2024	LABATT FOOD SERVICE	005557	05146921	240-35-6341.00-001-499000	FOOD DELIVERED	5,645.71	N
			005557	05146921	240-35-6341.00-001-499021	FOOD DELIVERED	1,648.93	N
			005557	05146923	240-35-6341.00-041-499000	FOOD DELIVERED	3,447.79	N
			005557	05146923	240-35-6341.00-041-499021	FOOD DELIVERED	1,514.19	N
			005557	05146925	240-35-6341.00-101-499000	FOOD DELIVERED	3,644.40	N
			005557	05146924	240-35-6341.00-101-499000	FOOD DELIVERED	43.96	N
			005557	05146925	240-35-6341.00-101-499021	FOOD DELIVERED	1,491.93	N
			005557	05146924	240-35-6341.00-101-499021	FOOD DELIVERED	88.74	N
			005557	05146926	240-35-6341.00-102-499000	FOOD DELIVERED	2,936.31	N
			005557	05146926	240-35-6341.00-102-499021	FOOD DELIVERED	1,195.51	N
			005557	05146922	240-35-6341.00-104-499000	FOOD DELIVERED	2,042.97	N
			005557	05146922	240-35-6341.00-104-499021	FOOD DELIVERED	812.93	N

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			005557	05146927	240-35-6341.00-105-499000	FOOD DELIVERED	2,836.81	N
			005557	05146927	240-35-6341.00-105-499021	FOOD DELIVERED	1,364.73	N
			005557	05146921	240-35-6342.00-001-499000	FOOD DELIVERED	866.21	N
			005557	05146920	240-35-6342.00-001-499000	FOOD DELIVERED	83.34	N
			005557	05146921	240-35-6342.00-001-499021	FOOD DELIVERED	866.20	N
			005557	05146923	240-35-6342.00-041-499000	FOOD DELIVERED	122.71	N
			005557	05146923	240-35-6342.00-041-499021	FOOD DELIVERED	122.70	N
			005557	05146925	240-35-6342.00-101-499000	FOOD DELIVERED	283.66	N
			005557	05146925	240-35-6342.00-101-499021	FOOD DELIVERED	283.65	N
			005557	05146926	240-35-6342.00-102-499000	FOOD DELIVERED	481.31	N
			005557	05146926	240-35-6342.00-102-499021	FOOD DELIVERED	283.39	N
			005557	05146922	240-35-6342.00-104-499000	FOOD DELIVERED	700.00	N
			005557	05146922	240-35-6342.00-104-499021	FOOD DELIVERED	482.63	N
			005557	05146927	240-35-6342.00-105-499000	FOOD DELIVERED	174.97	N
			005557	05146927	240-35-6342.00-105-499021	FOOD DELIVERED	192.66	N
						Totals for Check 006143	33,658.34	
006144	05-23-2024	LBR MECHANICAL	242379	13710	282-51-6299.00-999-499000	HVAC REPAIR @ JH	3,023.29	N
006145	05-23-2024	MACGILL & CO.	242409	IN0870770	199-33-6399.00-999-499000	CLINIC SUPPLIES	886.50	N
006146	05-23-2024	MICRO INTEGRATION IN	242386	240225	199-51-6399.00-999-499025	REPLACEMENT PHONE - DUE TO	280.05	N
006147	05-23-2024	NEW CANEY TOOL REN	242421	028-081	169-36-6299.00-001-491000	BOOMLIFT	325.00	N
006148	05-23-2024	NCS PEARSON, INC	242069	25204031	199-11-6299.00-001-422000	MOS VOUCHER PURCHASE	725.00	N
006149	05-23-2024	PLATINUM COPIER SOU	240847	82617143	169-36-6269.00-001-491000	DISTRICT COPIERS 2023-2024	293.32	N
			240847	82617143	199-11-6269.00-001-411000	DISTRICT COPIERS 2023-2024	847.45	N
			240847	82617143	199-11-6269.00-001-422000	DISTRICT COPIERS 2023-2024	73.33	N
			240847	82617143	199-11-6269.00-041-411000	DISTRICT COPIERS 2023-2024	494.52	N
			240847	82617143	199-11-6269.00-101-411000	DISTRICT COPIERS 2023-2024	301.39	N
			240847	82617143	199-11-6269.00-104-411000	DISTRICT COPIERS 2023-2024	301.39	N
			240847	82617143	199-11-6269.00-105-411000	DISTRICT COPIERS 2023-2024	301.39	N
			240847	82617143	199-11-6269.00-999-411000	DISTRICT COPIERS 2023-2024	108.34	N
			240847	82617143	199-21-6269.00-999-423023	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-23-6269.00-001-499000	DISTRICT COPIERS 2023-2024	217.03	N
			240847	82617143	199-23-6269.00-041-499000	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-23-6269.00-101-499000	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-23-6269.00-102-499000	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-23-6269.00-104-499000	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-31-6269.00-001-499000	DISTRICT COPIERS 2023-2024	81.97	N
			240847	82617143	199-34-6269.00-999-499000	DISTRICT COPIERS 2023-2024	135.05	N
			240847	82617143	199-41-6269.00-750-499000	DISTRICT COPIERS 2023-2024	243.39	N
			240847	82617143	199-51-6269.00-999-499000	DISTRICT COPIERS 2023-2024	70.25	N
			240847	82617143	199-52-6269.00-999-499000	DISTRICT COPIERS 2023-2024	73.33	N
			240847	82617143	199-53-6269.00-999-499000	DISTRICT COPIERS 2023-2024	73.33	N
			240847	82617143	240-35-6269.00-999-499000	DISTRICT COPIERS 2023-2024	70.24	N
						Totals for Check 006149	4,360.97	

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006150	05-23-2024	POSITIVE PROMOTIONS	242323	07382767	199-11-6399.05-041-411000	CAMPUS SPIRIT	2,159.76	N
006151	05-23-2024	RAE CROWTHER COMP	242329	2404251039	169-36-6399.13-001-491000	TACKLE COVERS	1,444.00	N
006152	05-23-2024	REGION VI - ED. SERV.	241034	068915	199-13-6411.00-999-423023	504 CHILD FIND TRAINING	10.00	N
			242262	068884	199-21-6411.00-999-423023	REGION 6 TRAINING	30.00	N
			241501	068845	199-34-6239.00-999-499000	School Bus Driver Cert	125.00	N
			241501	068846	199-34-6239.00-999-499000	School Bus Driver Cert	125.00	N
						Totals for Check 006152	290.00	
006153	05-23-2024	RIVER OAKS ACADEMY	242144	5210	224-11-6299.00-999-423000	RIVER OAKS ACADEMY	6,200.00	N
006154	05-23-2024	RIVERSIDE INSIGHTS	242385	INV206882	199-11-6397.00-999-425000	EB STUDENT RECLASSIFICATION	200.00	N
			242385	INV206650	199-11-6397.00-999-425000	EB STUDENT RECLASSIFICATION	4,306.00	N
					199-11-6397.00-999-425000	DOWNSIZED GROOUP	-400.00	N
						Totals for Check 006154	4,106.00	
006155	05-23-2024	ROGERS, MORRIS, & GR	242412	54428	199-41-6211.00-702-499000	LEGAL FEES	963.75	N
			242412	54427	199-41-6211.00-702-499000	LEGAL FEES	2,700.40	N
						Totals for Check 006155	3,664.15	
006156	05-23-2024	RYAN DEPASSE	005562	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	24.00	N
006157	05-23-2024	SIGNARAMA-CONROE	241917	INV 7399	168-61-6299.00-999-499000	Signs and menus	1,321.21	N
			242434	INV8294	168-61-6398.00-999-499000	Media Players for Conc	2,000.00	N
			242369	INV8157	169-36-6299.00-001-491000	SCOREBOARD SIGN	2,676.94	N
						Totals for Check 006157	5,998.15	
006158	05-23-2024	SIRCHIE ACQUISITION C	242345	0644348-IN	199-52-6399.00-999-499000	PD EVIDENCE BAGS/NARK TEST	262.09	N
006159	05-23-2024	SKYLINE EQUIPMENT , L	242430	SV INV043138	169-36-6299.00-001-491000	LABOR CHARGES	310.00	N
			242420	SV INV043281	169-36-6299.00-001-491000	WASHER & DRYER REPAIRS	2,726.85	N
						Totals for Check 006159	3,036.85	
006160	05-23-2024	SPEECH AND LANGUAG	242254	115272-3	224-11-6299.00-999-423000	SLPA SERVICES	2,600.00	N
			242254	115272-5	224-11-6299.00-999-423000	SLPA SERVICES	2,600.00	N
			242254	115272-6	224-11-6299.00-999-423000	SLPA SERVICES	1,560.00	N
						Totals for Check 006160	6,760.00	
006161	05-23-2024	MIDWAY FAST FOODS	242417	1/A635558	199-41-6497.00-702-499000	BOARD MEETING FOOD 5-13-24	47.78	N
006162	05-23-2024	SUNBELT STAFFING LLC	242176	20959712	224-11-6299.00-999-423000	SLPA SERVICES	1,771.25	N
006163	05-23-2024	TASB	242444	657406	199-41-6219.00-702-499000	LOCAL DISTRICT UPDATE - FDA	40.00	N
			240853	657283	199-41-6299.00-750-499041	PAY SYSTEM MAINTENANCE	4,400.00	N
						Totals for Check 006163	4,440.00	
006164	05-23-2024	TASBO	242036	416001	199-51-6495.00-999-499000	TASBO TRAINING	390.00	N
006165	05-23-2024	TDINDUSTRIES, INC	241329	FTI-145517	282-51-6299.00-999-499000	COIL REPLACE-PC, PW, HS	92,321.00	N
006166	05-23-2024	TEXAS COMPTROLLER	242424	ACCT 1703	199-51-6495.00-999-499025	CO-OP 23-24 FEE	100.00	N
006167	05-23-2024	TEXAS STATE BILLING S	242463	254 MAC	199-11-6299.00-999-423023	MAC SERVICES	800.00	N
006168	05-23-2024	TEXAS STATE FLORISTS	242396	619645	199-11-6299.00-001-422000	FLORAL CERTIFICATIONS	3,272.00	N
			242396	619645	199-11-6399.00-001-422000	FLORAL CERTIFICATIONS	178.00	N
					138	Totals for Check 006168	3,450.00	

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006169	05-23-2024	THE ACT	242433	27184	199-31-6339.00-001-499039	ACT	1,938.00	N
006170	05-23-2024	THE COLLEGE BOARD -	242340	CV88880032003	199-13-6411.00-001-499000	A BARRON - PRE-AP SUMMER IN	750.00	N
			242340	CV88880034003	199-13-6411.00-001-499000	B. LARA - PRE-AP SUMMER INST	750.00	N
			242340	CV88800330033	199-13-6411.00-001-499000	BROUSSARD- PRE-AP SUMMER I	750.00	N
						Totals for Check 006170	2,250.00	
006171	05-23-2024	THOMAS BUS GULF	241927	SIP-02586430	199-34-6319.00-999-499000	Parts	108.51	N
			242359	SIP-02586480	199-34-6319.00-999-499000	Parts	962.80	N
			242359	SIP-02585892	199-34-6319.00-999-499000	Parts	880.80	N
			242359	SIP-02586491	199-34-6319.00-999-499000	Parts	3,311.21	N
			242359	SIP-02586559	199-34-6319.00-999-499000	Parts	493.08	N
				SIP-02586525	199-34-6319.00-999-499000		-268.13	N
						Totals for Check 006171	5,488.27	
006172	05-23-2024	THOMPSON & HORTON	242466	64615	199-41-6211.00-702-499000	BOARD LEGAL FEES	2,405.00	N
			242466	64694	199-41-6211.00-702-499000	BOARD LEGAL FEES	975.00	N
			242466	64836	199-41-6211.00-702-499000	BOARD LEGAL FEES	3,258.75	N
						Totals for Check 006172	6,638.75	
006173	05-23-2024	THORNTON PRINTERS	242452	1794	199-11-6399.89-001-411000	T. ANDERSON -GRADUATION	3,840.00	N
006174	05-23-2024	VITALSOURCE TECHNO	242447	VST22373BMAR	199-11-6321.00-001-411039	Spring Textbook 24	324.66	N
006175	05-23-2024	WEX BANK	240063	97062112	199-34-6311.00-999-499000	Fuel	679.46	N
006176	05-30-2024	A TO Z SPECIALTIES	242406	32285	199-11-6399.00-041-411000	AWARD CEREMONY SUPPLIES	380.00	N
			242449	32300	199-41-6399.00-750-499024	PLAQUES FOR SUBSTITUTE LUN	1,098.50	N
			242312	322721	199-41-6399.00-750-499042	PROMOTIONAL ITEMS	172.84	N
			242312	32312	199-41-6399.00-750-499042	PROMOTIONAL ITEMS	228.50	N
			242312	32313	199-41-6399.00-750-499042	PROMOTIONAL ITEMS	257.00	N
			242312	32272	199-41-6399.00-750-499K42	PROMOTIONAL ITEMS	500.00	N
						Totals for Check 006176	2,636.84	
006177	05-30-2024	AMIE LANE	005579	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	75.75	N
006178	05-30-2024	AT&T	240112	8004159807	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	541.17	N
006179	05-30-2024	AT&T	240111	0592900751001	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	53.89	N
006180	05-30-2024	BALFOUR	005569	1487990	199-11-6399.89-001-411000	GRADUATION SUPPLIES	1,739.83	N
006181	05-30-2024	BALFOUR COMPANY - B	242151	1818	199-11-6399.89-001-411000	T. ANDERSON -GRADUATION	810.00	N
			242070	1881	199-11-6399.93-001-411039	24 graduation	1,028.50	N
			005568	1882	199-11-6399.93-001-411039	EARLY COLLEGE PINS	300.00	N
						Totals for Check 006181	2,138.50	
006182	05-30-2024	BSN SPORTS, LLC	242299	925780803	199-36-6399.20-001-491000	CHEER JACKETS	1,425.00	N
006183	05-30-2024	CASSANDRA SOLIS	005582	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	11.25	N
006184	05-30-2024	CASTLE SPORTS	242168	D1566	199-11-6399.51-105-411000	PE Supplies	351.26	N
006185	05-30-2024	CHALK'S TRUCK PARTS	242391	341680-1	199-34-6319.00-999-499000	Parts	1,799.60	N
			241520	342023-1	199-34-6319.00-999-499000	Parts	69.30	N
			241520	341799-1	199-34-6319.00-999-499000	Parts	735.60	N
						Totals for Check 006185	2,604.50	

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006186	05-30-2024	CINTAS CORPORATION	241945	4193580521	199-34-6299.00-999-499000	Dry Cleaning	121.03	N
006187	05-30-2024	CONROE WELDING SUP	005584	PS524680	168-61-6299.00-999-499000	HELIUM TANK RENTAL/REFILLS	361.89	N
			241784	PS526708	199-34-6299.00-999-499000	Lease of tank	24.55	N
Totals for Check 006187							386.44	
006188	05-30-2024	CUSTOM BUILT AWARD	242220	40786	199-36-6399.22-001-499000	CARLA REYNA - CHOIR UIL AWAR	22.50	N
006189	05-30-2024	DALTON FIELDS	005570	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006190	05-30-2024	DANIEL SANTIAGO	005574	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006191	05-30-2024	DEMCO	242194	7470989	199-12-6399.00-105-499000	Media/storage	386.74	N
			242194	7470989	199-12-6669.00-101-499000	Media/storage	520.95	N
			242194	7470989	199-12-6669.00-102-499000	Media/storage	435.11	N
Totals for Check 006191							1,342.80	
006192	05-30-2024	TX DEPT. OF INFORMATI	240113	24041388N	199-51-6259.71-999-499000	DISTRICT PHONE SERVICE	402.76	N
006193	05-30-2024	ENTERGY	240101	195007588883	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	1,239.86	N
			240101	195007588883	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	10,100.81	N
			240101	190006675415	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	9,344.55	N
			240101	190006675414	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	51.26	N
			240101	190006675413	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	526.31	N
			240101	50008972551	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	551.86	N
			240101	230006004520	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	2,037.36	N
			240101	220005977665	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	1,095.51	N
			240101	45008230872	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	299.70	N
			240101	2026036572	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	26,675.48	N
			240101	2026035232	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	10,096.96	N
			240101	190006679290	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	217.31	N
			240101	215007093808	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	652.83	N
			240101	240006022537	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	14,359.99	N
			240101	300004394109	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	342.03	N
			240101	45008238781	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	79.30	N
			240101	310004378210	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	231.87	N
			240101	310004378211	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	145.03	N
			240101	370004076497	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	139.56	N
			240101	150006497388	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	274.30	N
			240101	25008448324	199-51-6259.72-999-499000	DISTRICT ELECTRICITY	1,507.00	N
Totals for Check 006193							79,968.88	
006194	05-30-2024	GRAINGER	242464	9126938175	199-53-6299.58-999-499000	SERVER BATTERY BACKUP	611.38	N
006195	05-30-2024	GREATER EMC CHAMBE	242483	99679	199-41-6411.00-701-499000	CHAMBER LUNCHEON 6-5-24	30.00	N
006196	05-30-2024	HARDIES	005564	06011891	240-35-6341.00-001-499000	PRODUCE DELIVERED	798.35	N
				06011891	240-35-6341.00-001-499000	SHORTED ON TRUCK	-77.54	N
			005564	06011891	240-35-6341.00-001-499021	PRODUCE DELIVERED	340.27	N
			005564	06011894	240-35-6341.00-041-499000	PRODUCE DELIVERED	721.35	N
			005564	06011894	240-35-6341.00-041-499021	PRODUCE DELIVERED	272.22	N
			005564	06011886	240-35-6341.00-101-499000	PRODUCE DELIVERED	947.26	N

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			005564	06011886	240-35-6341.00-101-499021	PRODUCE DELIVERED	361.20	N
			005564	06011885	240-35-6341.00-102-499000	PRODUCE DELIVERED	321.73	N
			005564	06011885	240-35-6341.00-102-499021	PRODUCE DELIVERED	179.17	N
			005564	06011888	240-35-6341.00-104-499000	PRODUCE DELIVERED	607.84	N
			005564	06011888	240-35-6341.00-104-499021	PRODUCE DELIVERED	50.00	N
			005564	06011896	240-35-6341.00-105-499000	PRODUCE DELIVERED	557.17	N
			005564	06011896	240-35-6341.00-105-499021	PRODUCE DELIVERED	151.81	N
			005564	06006991	240-35-6497.00-999-499000	PRODUCE DELIVERED	186.75	N
Totals for Check 006196							5,417.58	
006197	05-30-2024	HILAND DAIRY FOODS C	005565	0520249091838	240-35-6341.00-001-499000	MILK DELIVERED	217.03	N
			005565	0522249094823	240-35-6341.00-001-499000	MILK DELIVERED	177.57	N
			005565	0520249091838	240-35-6341.00-001-499021	MILK DELIVERED	217.03	N
			005565	0522249094823	240-35-6341.00-001-499021	MILK DELIVERED	177.57	N
			005565	0520249091837	240-35-6341.00-041-499000	MILK DELIVERED	276.22	N
			005565	0522249094822	240-35-6341.00-041-499000	MILK DELIVERED	374.87	N
			005565	0520249091837	240-35-6341.00-041-499021	MILK DELIVERED	276.22	N
			005565	0522249094822	240-35-6341.00-041-499021	MILK DELIVERED	374.87	N
			005565	0520249091840	240-35-6341.00-101-499000	MILK DELIVERED	368.30	N
			005565	0522249094825	240-35-6341.00-101-499000	MILK DELIVERED	368.30	N
			005565	0520249091840	240-35-6341.00-101-499021	MILK DELIVERED	184.14	N
			005565	0522249094825	240-35-6341.00-101-499021	MILK DELIVERED	184.14	N
			005565	0520249091839	240-35-6341.00-102-499000	MILK DELIVERED	197.30	N
			005565	0522249094824	240-35-6341.00-102-499000	MILK DELIVERED	157.84	N
			005565	0520249091839	240-35-6341.00-102-499021	MILK DELIVERED	197.30	N
			005565	0522249094824	240-35-6341.00-102-499021	MILK DELIVERED	157.84	N
			005565	0520249091836	240-35-6341.00-104-499000	MILK DELIVERED	300.00	N
			005565	0522249094821	240-35-6341.00-104-499000	MILK DELIVERED	300.00	N
			005565	0520249091836	240-35-6341.00-104-499021	MILK DELIVERED	291.90	N
			005565	0522249094821	240-35-6341.00-104-499021	MILK DELIVERED	173.52	N
			005565	0520249091835	240-35-6341.00-105-499000	MILK DELIVERED	379.00	N
			005565	0522249094820	240-35-6341.00-105-499000	MILK DELIVERED	631.67	N
			005565	0520249091835	240-35-6341.00-105-499021	MILK DELIVERED	189.50	N
			005565	0522249094820	240-35-6341.00-105-499021	MILK DELIVERED	315.83	N
Totals for Check 006197							6,487.96	
006198	05-30-2024	JACOB HAYDEN	005575	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006199	05-30-2024	JEANETTE STEWART	005580	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	8.20	N
006200	05-30-2024	JENNIFER ORTEGA	005577	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006201	05-30-2024	KAPLAN EARLY LEARNI	242182	0006897449	199-11-6399.55-105-430000	Instructional Reading	293.66	N
006202	05-30-2024	LABATT FOOD SERVICE	005566	05214861	240-35-6497.00-999-499000	FOOD DELIVERED	292.14	N
006203	05-30-2024	LAKESHORE LEARNING	242203	425730042324	199-11-6399.55-105-430000	Instructional Reading	638.24	N
006204	05-30-2024	LIBERTY OFFICE	005585	749838	199-00-1312.00-000-400000	GENERAL SUPPLIES	1,749.08	N
			005585	750178	199-00-1312.00-000-400000	GENERAL SUPPLIES	1,262.88	N
			005585	750420	199-00-1312.00-000-400000	GENERAL SUPPLIES	987.18	N
Totals for Check 006204							3,999.14	

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006205	05-30-2024	MARLON RAY HARDIN	005572	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006206	05-30-2024	MASTERWORD	240762	145978	282-11-6299.00-999-425000	INTERPRETING SERVICES	203.53	N
006207	05-30-2024	MICHAEL MAYNARD	005576	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006208	05-30-2024	MIND RESEARCH INSTIT	242012	1250512	199-11-6399.53-105-411000	Instructional Math	402.61	N
006209	05-30-2024	MONTGOMERY CENTRA	240758	ACCT - SSP	199-99-6213.00-703-499000	APPRAISAL DISTRICT QTRLY FEE	46,801.00	N
006210	05-30-2024	PRECISION BUSINESS M	242102	120123	199-11-6399.93-105-411000	Instrctional Contingency	7,378.64	N
006211	05-30-2024	QUILL CORP.	242413	38664551	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	1,510.87	N
006212	05-30-2024	RICE UNIVERSITY	242477	CV84100436046	199-13-6411.00-001-499039	APSI 2024 CRANNEY	645.00	N
			242476	CV84090271028	199-13-6411.00-001-499039	APSI 2024 BREWSTER	695.00	N
			242475	CV84110427044	199-13-6411.00-001-499039	APSI 2024 WHALEY	645.00	N
			242479	CV84090276029	199-13-6411.00-001-499039	APSI 2024 GULLY	695.00	N
						Totals for Check 006212	2,680.00	
006213	05-30-2024	RONALD CULBERTH	005573	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006214	05-30-2024	SAM'S CLUB DIRECT	241909	DISTRICT	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	10,868.08	N
006215	05-30-2024	SAMUEL MAULLER	005578	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
006216	05-30-2024	SANDY CHRISTMAS	005581	CN ACCT	240-00-5751.00-000-400000	CN ACCOUNT REFUND	9.75	N
006217	05-30-2024	SCHOOL SPECIALTY LL	242204	208134116835	199-11-6396.00-105-411000	Instructional Furntiure	2,675.00	N
006218	05-30-2024	SOUTHERN TIRE MART	242437	4560128276	199-34-6319.00-999-499000	Tires	29,810.20	N
006219	05-30-2024	MIDWAY FAST FOODS	242387	1/A636385	199-13-6497.00-041-499000	LUNCH FOR MATH TRAINING	39.99	N
			242387	1/A636187	199-13-6497.00-041-499000	LUNCH FOR MATH TRAINING	39.99	N
						Totals for Check 006219	79.98	
006220	05-30-2024	SUMMIT K12 HOLDINGS	242370	INV001372	199-11-6397.00-999-425000	TELPAS STUDENT PREPARATION	7,428.00	N
006221	05-30-2024	SUNBELT STAFFING LLC	242176	20971492	224-11-6299.00-999-423000	SLPA SERVICES	2,112.50	N
			242176	20971042	224-11-6299.00-999-423000	SLPA SERVICES	1,625.00	N
						Totals for Check 006221	3,737.50	
006222	05-30-2024	T-MOBILE USA INC.	241604	996011067	199-34-6397.00-999-499000	HOT SPOT FOR SPED BUS	30.67	N
006223	05-30-2024	TASB	242487	658329	199-41-6219.00-702-499000	LOCAL POLICY 123 UPDATE	1,363.96	N
006224	05-30-2024	TASCO AUTO COLOR C	242028	ACCT#22798	199-11-6399.00-001-422000	AUTO BODY SUPPLIES	213.51	N
006225	05-30-2024	THE COLLEGE BOARD	242482	A251016311	199-31-6339.39-001-499039	AP Examinations	27,383.00	N
006226	05-30-2024	THOMAS BUS GULF	242438	SIP-02586659	199-34-6319.00-999-499000	Parts	3,141.14	N
			242438	SIP-02586669	199-34-6319.00-999-499000	Parts	4,137.48	N
			242438	SIP-02258674	199-34-6319.00-999-499000	Parts	4,068.00	N
			242359	SIP-02586570	199-34-6319.00-999-499000	Parts	65.88	N
			242359	SIP-02586665	199-34-6319.00-999-499000	Parts	900.42	N
			242359	SIP-02585886	199-34-6319.00-999-499000	Parts	336.00	N
			242405	SIP-02586472	199-34-6319.00-999-499000	Fuel	11,496.48	N
						Totals for Check 006226	24,145.40	

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006227	05-30-2024	TNT PRINTING CO.	242459	68931	199-51-6499.00-999-499025	JENNIFER BUISNESS CARDS	107.50	N
006228	05-30-2024	TORRES HENDERSON E	242451	922703	199-11-6399.00-999-425000	PARENT ENGAGEMENT	6,924.23	N
006229	05-30-2024	VERIZON	240167	9964398272	199-52-6299.00-999-499000	YEARLY MDT WIRELESS CARDS	76.88	N
006230	05-30-2024	WETZELS STATE INSPE	240062	M-72-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
			240062	M-81-2025	199-34-6249.00-999-499000	Vehicle Inspections	25.50	N
Totals for Check 006230							51.00	
006231	05-30-2024	WeVIDEO ,INC.	242171	CINV8035	199-12-6397.00-999-499000	WeVideo renewal	7,208.70	N
			242171	CINV8035	199-12-6669.00-001-499000	WeVideo renewal	1,272.94	N
			242171	CINV8035	199-12-6669.00-041-499000	WeVideo renewal	1,357.29	N
			242171	CINV8035	199-12-6669.00-101-499000	WeVideo renewal	1,273.09	N
			242171	CINV8035	199-12-6669.00-102-499000	WeVideo renewal	1,271.89	N
			242171	CINV8035	199-12-6669.00-104-499000	WeVideo renewal	1,273.09	N
			242171	CINV8035	199-12-6669.00-105-499000	WeVideo renewal	1,273.09	N
Totals for Check 006231							14,930.09	
006232	05-30-2024	YU SOUTH & ASSOCIAT	005583	8064	199-41-6211.00-750-425041	LEGAL FEES	6,265.00	N
006233	05-30-2024	ZACHARY BEATY	005571	05232024	199-52-6299.00-999-499000	GRADUATION TRAFFIC CONTROL	225.00	N
136324	05-30-2024	FIRST FINANCIAL ADMIN	DEDCH		863-00-2153.00-310-400000	MAY DED LIFE INSURANCE	644.80	N
			DEDCH		863-00-2153.00-311-400000	MAY DED LIFE INSURANCE	9,727.90	N
			DEDCH		863-00-2159.00-235-400000	MAY DED MISCELLANEOUS DED	4,605.48	N
			DEDCH		863-00-2159.00-300-400000	MAY DED MISCELLANEOUS DED	47.42	N
			DEDCH		863-00-2159.00-312-400000	MAY DED MISCELLANEOUS DED	2,256.38	N
			DEDCH		863-00-2159.00-313-400000	MAY DED MISCELLANEOUS DED	185.00	N
			DEDCH		863-00-2159.00-314-400000	MAY DED MISCELLANEOUS DED	13,703.86	N
			DEDCH		863-00-2159.00-315-400000	MAY DED MISCELLANEOUS DED	5,857.42	N
			DEDCH		863-00-2159.00-316-400000	MAY DED MISCELLANEOUS DED	681.52	N
			DEDCH		863-00-2159.00-512-400000	MAY DED MISCELLANEOUS DED	5,346.06	N
			DEDCH		863-00-2159.00-520-400000	MAY DED MISCELLANEOUS DED	1,960.00	N
			DEDCH		863-00-2159.00-600-400000	MAY DED MISCELLANEOUS DED	467.60	N
			DEDCH		863-00-2159.00-601-400000	MAY DED MISCELLANEOUS DED	1,729.60	N
			DEDCH		863-00-2159.00-613-400000	MAY DED MISCELLANEOUS DED	2,597.32	N
			DEDCH		863-00-2159.00-614-400000	MAY DED MISCELLANEOUS DED	12,034.64	N
			DEDCH		863-00-2159.00-620-400000	MAY DED MISCELLANEOUS DED	4,259.64	N
Totals for Check 136324							66,104.64	
136325	05-30-2024	TEXAS CLASSROOM TE	DEDCH		863-00-2159.00-802-400000	MAY DED MISCELLANEOUS DED	112.90	N
136326	05-30-2024	TIVA	DEDCH		863-00-2159.00-709-400000	MAY DED MISCELLANEOUS DED	29.16	N
136327	05-30-2024	HORACE MANN INSURA	DEDCH		863-00-2159.00-403-400000	MAY DED TAX SHEL. ANNUITY	1,365.04	N
136328	05-30-2024	TEXAS AFT AMP	DEDCH		863-00-2159.00-804-400000	MAY DED MISCELLANEOUS DED	123.38	N
136329	05-30-2024	WILLIAM E. HEITKAMP, T	DEDCH		863-00-2159.00-108-400000	MAY DED MISCELLANEOUS DED	1,460.00	N
136330	05-30-2024	TCG ADMINISTRATORS	DEDCH		863-00-2159.00-100-400000	MAY DED 457 DEFERRED COMP.	6,871.20	N
			DEDCH		863-00-2159.00-415-400000	MAY DED TAX SHEL. ANNUITY	14,518.66	N
			DEDCH		863-00-2159.00-416-400000	MAY DED ROTH ANNUITY	3,670.00	N

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			DEDCH		863-00-2159.00-418-400000	MAY DED PAYROLL DEDUCTION	6,115.00	N
			DEDCH		863-00-2159.00-419-400000	MAY DED 457 DEFERRED COMP.	6,775.00	N
Totals for Check 136330							37,949.86	
136331	05-30-2024	FINANCIAL BENEFIT SE	DEDCH		863-00-2159.00-522-400000	MAY DED MISCELLANEOUS DED	3,659.02	N
			DEDCH		863-00-2159.00-607-400000	MAY DED MISCELLANEOUS DED	3,504.50	N
			DEDCH		863-00-2159.00-619-400000	MAY DED MISCELLANEOUS DED	5,470.50	N
Totals for Check 136331							12,634.02	
136332	05-30-2024	EECU	DEDCH		863-00-2159.00-616-400000	MAY DED HSA	2,090.00	N
136333	05-30-2024	HIGGINBOTHAM	DEDCH		863-00-2159.00-611-400000	MAY DED DEPENDENT CHILD CA	1,791.66	N
			DEDCH		863-00-2159.00-612-400000	MAY DED MISCELLANEOUS DED	10,873.12	N
Totals for Check 136333							12,664.78	
E00001	05-23-2024	LIBERTY OFFICE	242322	750178	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	1,262.88	Y
			242258	749838	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	1,749.08	Y
			242331	750420	199-00-1312.00-000-400000	DISTRICT STOCK 2023-2024	987.18	Y
			242258	749838	199-00-1312.00-000-400000	NOT READY FOR EFT PMT YET	-1,749.08	Y
			242331	750420	199-00-1312.00-000-400000	NOT READY FOR EFT PMT YET	-987.18	Y
			242322	750178	199-00-1312.00-000-400000	NOT READY FOR EFT PMT YET	-1,262.88	Y
Totals for Check E00001							.00	
Total Checks							9,482,987.12	


End of Report

**Splendora ISD Investment Report
May-24**

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	0.75%	Southside Bank	1,321,415.99	2,052,883.36	1,696.35	25,565.50	3,375,995.70	
TexPool	5.32%	TexPool	13,713,773.52	(2,500,000.00)	53,542.41	441,680.10	11,267,315.93	
Government Overnight Fund	5.32%	LoneStar Inv Pool	292,170.14	(0.00)	3,254.05	33,382.76	295,424.19	
Texas CLASS Government	5.26%	Texas CLASS Pool	74,227.86	(0.00)	331.31	14,900.45	74,559.17	
								15,013,294.99
599 DEBT SERVICE								
Money Market Account	1.18%	Southside Bank	3,274,912.38	(411,876.93)	2,935.48	34,727.58	2,865,970.93	
								2,865,970.93
699 CAPITAL PROJECTS								
Checking Account	0.75%	Southside Bank	5,471,450.94	(3,998,905.70)	1,738.67	9,420.69	1,474,283.91	
TexPool	5.32%	TexPool	1,153,647.56	(0.00)	5,208.74	55,215.10	1,158,856.30	
Bond Trust Account	5.17%	Southside Trust	84,692,095.35	(4,000,000.00)	403,408.48	3,597,125.17	81,095,503.83	
Bond Escrow Account	5.17%	Southside Trust	800,000.00	(0.00)	829.87	829.87	800,829.87	
								84,529,473.91
240 FOOD SERVICES								
Checking Account	0.75%	Southside Bank	1,389,481.24	(13,902.21)	839.47	8,273.77	1,376,418.50	
TexPool	5.32%	TexPool	559,903.83	0.00	2,528.03	26,797.96	562,431.86	
								1,938,850.36
TOTALS			112,743,078.81	(8,871,801.48)	476,312.86	4,247,918.95	104,347,590.19	104,347,590.19

Signed:


Stacey Swanson, Accountant


Kevin Lynch, CFO

Board Report
 Recap Comparison of Revenue to Budget
 SPLENDORA ISD
 As of May

	<u>EstimatedRevenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
168 / 4 SKATING RINK	250,000.00	-23,087.99	-269,853.61	-19,853.61	107.94%
169 / 4 ATHLETICS	80,000.00	-323.00	-86,989.34	-6,989.34	108.74%
199 / 4 GENERAL FUND	55,429,550.00	-6,324,176.18	-46,148,064.96	9,281,485.04	83.26%
240 / 4 NATL SCHOOL LUNCH	3,600,000.00	-344,081.90	-3,092,853.24	507,146.76	85.91%
599 / 4 DEBT SERVICE	8,255,000.00	-69,153.59	-7,416,658.88	838,341.12	89.84%
699 / 4 CAPITAL PROJECTS	.00	-421,972.23	-4,720,693.83	-4,720,693.83	.00%
Total 5000 Revenues	67,614,550.00	-7,182,794.89	-61,735,113.86	5,879,436.14	91.30%
Total 7000 Revenues	.00	.00	.00	.00	.00%
Total Revenues	67,614,550.00	-7,182,794.89	-61,735,113.86	5,879,436.14	91.30%

Board Report
 Recap Comparison of Expenditures and Encumbrances to Budget
 SPLENDORA ISD
 As of May

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
168 / 4 SKATING RINK	-243,000.00	3,721.98	219,574.28	20,393.40	-19,703.74	90.36%
169 / 4 ATHLETICS	-315,000.00	31,847.20	276,105.95	30,950.61	-7,046.85	87.65%
199 / 4 GENERAL FUND	-66,870,582.00	1,231,502.88	53,667,893.47	12,400,397.68	-11,971,185.65	80.26%
240 / 4 NATL SCHOOL LUNCH	-4,350,000.00	12,542.51	3,322,560.73	544,667.35	-1,014,896.76	76.38%
599 / 4 DEBT SERVICE	-8,456,000.00	.00	8,453,627.47	.00	-2,372.53	99.97%
699 / 4 CAPITAL PROJECTS	-103,237,076.88	59,057,962.97	22,547,739.95	8,010,992.17	-21,631,373.96	21.84%
Total 6000 Expenditures	-183,471,658.88	60,337,577.54	88,487,501.85	21,007,401.21	-34,646,579.49	48.23%
Total 8000 Expenditures	.00	.00	.00	.00	.00	.00%
Total Expenditures	-183,471,658.88	60,337,577.54	88,487,501.85	21,007,401.21	-34,646,579.49	48.23%

End of Report

SPLENDORA ISD MC TAX COLLECTION
April-24

YEAR	M&O AMOUNT	I&S AMOUNT	LEVY PAID	P&I AMOUNT	ATTORNEY	TOTAL
2023	74,266.34	44,657.84	118,924.18	25,720.87	2,224.40	146,869.45
2022	5,693.10	2,688.06	8,381.16	5,350.60	5,005.34	18,737.10
2021	5,021.07	2,327.81	7,348.88	2,990.22	1,787.05	12,126.15
2020	1,610.55	710.23	2,320.78	7,764.48	752.83	10,838.09
2019	1,246.37	501.63	1,748.00	790.94	433.63	2,972.57
2018	349.87	128.58	478.45	194.34	49.35	722.14
2017	19.05	7.00	26.05	22.65	9.74	58.44
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	178.88	47.39	226.27	168.95	0.00	395.22
PRIOR	266.30	70.55	336.85	288.04	74.28	699.17
TOTAL	\$88,651.53	\$51,139.09	\$139,790.62	\$43,291.09	\$10,336.62	\$193,418.33



Monthly Newsletter: June 2024

ANNOUNCEMENTS

We welcome the following entities who joined TexPool and TexPool Prime in May 2024:

- City of Covington
- Childress ISD
- Falls County ESD 1
- Bob Hope School
- Hays County District Clerk
- Benbrook Economic Development Corporation
- Harris County MUD 238
- Tomball Business Improvement District
- Dimmit County
- City of Malone
- Odyssey 2020 Academy, Inc
- Harris County MUD 555
- Bexar County ESD 8 (Prime only)
- City of Kermit (Prime only)
- Harris County ESD 11 (Prime only)

Tips for Preventing Financial Fraud

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on TexPool.com to learn more.

We also encourage you to complete the Phishing and Cybersecurity Awareness course that is available through TexPool Academy.

TexPool Advisory Board Members

- | | |
|--------------------|-----------------|
| Patrick Krishock | David Landeros |
| Belinda Weaver | Sharon Matthews |
| Deborah Laudermilk | David Garcia |
| Valarie Van Vlack | 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: Filling the pool again

June 1, 2024

Summer doesn't officially start until June 21, but Memorial Day marks the opening of public pools. That means municipalities were filling them in May with the clear, shimmering water that beckons children from coast to coast.

Liquidity vehicles experienced their own flows in May. Many lost assets in March and April, but it was largely due to corporate and individual tax dates, not from the beginning of the end of cash's reign. After two years of its kingly status, some would like to see other asset classes be more attractive. But liquidity products are only growing in favor as they ride the Federal Reserve's reticence to cut rates, with most seeing at least modest inflows in May.

Keeping with the swimming pool metaphor, the U.S. Treasury Department is acting like a drain. On May 29, it began a program to buy back a set amount of government securities. Secretary Janet Yellen and company want to support the Treasury market by increasing liquidity via purchases on the secondary market. The focus now is on bonds and notes, but Treasury plans on targeting bills to lessen market volatility when it issues fewer short-term securities because it has a surfeit of cash. While it won't make a ton of difference if the buyback amount is modest, as it has been so far, it can only help cash managers.

(continued page 6)

Performance as of May 31, 2024

	TexPool	TexPool Prime
Current Invested Balance	\$34,048,746,311	\$14,492,953,389
Weighted Average Maturity**	40 Days	48 Days
Weighted Average Life**	94 Days	83 Days
Net Asset Value	0.99995	0.99998
Total Number of Participants	2,866	589
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$156,363,086.37	\$69,759,408.34
Management Fee Collected	\$1,208,096.84	\$683,409.51
Current S&P Global Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$34,643,558,991	\$15,059,562,101
Average Monthly Rate*	5.32%	5.45%
Average Weighted Average Maturity**	40	46
Average Weighted Average Life**	92	83

*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.

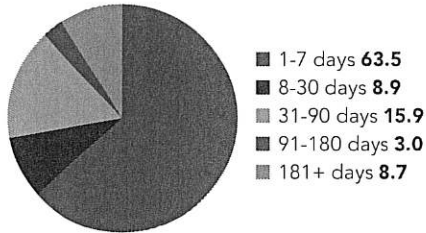
**See page 2 for definitions.

Past performance is no guarantee of future results.



Portfolio by Maturity (%)

As of May 31, 2024



Portfolio by Type of Investment (%)

As of May 31, 2024



Portfolio Asset Summary as of May 31, 2024

	Book Value	Market Value
Uninvested Balance	-\$178.21	-\$178.21
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	119,838,425.94	119,838,425.94
Interest and Management Fees Payable	-156,364,152.55	-156,364,152.55
Payable for Investments Purchased	-1,615,895,309.40	-1,615,895,309.40
Accrued Expenses & Taxes	-38,238.91	-38,238.91
Repurchase Agreements	6,760,515,000.00	6,760,515,000.00
Mutual Fund Investments	1,867,085,200.00	1,867,085,200.00
Government Securities	14,521,160,654.43	14,516,078,637.52
US Treasury Bills	10,807,699,122.88	10,809,441,181.32
US Treasury Notes	1,744,745,786.88	1,746,355,287.15
Total	\$34,048,746,311.06	\$34,047,015,852.86

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	630	\$10,796,023,636.87
Higher Education	60	\$1,400,488,575.69
County	201	\$4,202,932,276.29
Healthcare	94	\$2,070,629,826.28
Utility District	932	\$5,437,052,976.06
City	507	\$8,121,762,530.97
Emergency Districts	109	\$473,207,532.11
Economic Development Districts	91	\$205,138,852.99
Other	242	\$1,341,469,507.22

**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.



Daily Summary

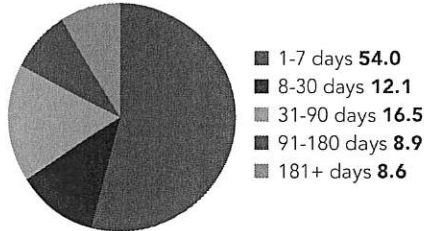
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
5/1	5.3173%	0.000145679	\$35,227,509,220.51	0.99988	40	96
5/2	5.3109%	0.000145504	\$35,220,474,967.62	0.99987	41	94
5/3	5.3172%	0.000145678	\$35,012,369,540.22	0.99988	41	95
5/4	5.3172%	0.000145678	\$35,012,369,540.22	0.99988	41	95
5/5	5.3172%	0.000145678	\$35,012,369,540.22	0.99988	41	95
5/6	5.3108%	0.000145502	\$34,903,282,560.69	0.99989	39	93
5/7	5.3109%	0.000145504	\$34,879,118,022.28	0.99989	40	95
5/8	5.3124%	0.000145545	\$34,763,864,549.55	0.99989	40	95
5/9	5.3126%	0.000145552	\$34,758,579,359.34	0.99989	40	93
5/10	5.3125%	0.000145547	\$34,908,727,320.94	0.99987	40	92
5/11	5.3125%	0.000145547	\$34,908,727,320.94	0.99987	40	92
5/12	5.3125%	0.000145547	\$34,908,727,320.94	0.99987	40	92
5/13	5.3129%	0.000145558	\$34,857,381,650.67	0.99990	38	90
5/14	5.3146%	0.000145605	\$34,798,107,119.08	0.99990	39	92
5/15	5.3147%	0.000145609	\$34,559,638,399.59	0.99991	39	92
5/16	5.3148%	0.000145611	\$34,577,307,497.20	0.99989	38	91
5/17	5.3151%	0.000145620	\$34,591,883,801.19	0.99987	40	92
5/18	5.3151%	0.000145620	\$34,591,883,801.19	0.99987	40	92
5/19	5.3151%	0.000145620	\$34,591,883,801.19	0.99987	40	92
5/20	5.3160%	0.000145643	\$34,448,530,672.71	0.99987	38	90
5/21	5.3167%	0.000145662	\$34,432,550,170.14	0.99988	38	90
5/22	5.3166%	0.000145661	\$34,357,207,645.61	0.99986	38	89
5/23	5.3166%	0.000145659	\$34,205,431,093.45	0.99984	41	90
5/24	5.3166%	0.000145659	\$34,415,751,564.70	0.99983	42	90
5/25	5.3166%	0.000145659	\$34,415,751,564.70	0.99983	42	90
5/26	5.3166%	0.000145659	\$34,415,751,564.70	0.99983	42	90
5/27	5.3166%	0.000145659	\$34,415,751,564.70	0.99983	42	90
5/28	5.3231%	0.000145838	\$34,232,954,993.19	0.99985	40	90
5/29	5.3233%	0.000145844	\$34,273,199,583.27	0.99983	40	90
5/30	5.3266%	0.000145934	\$34,204,496,667.26	0.99983	40	89
5/31	5.3270%	0.000145944	\$34,048,746,311.06	0.99995	40	94
Average:	5.3161%	0.000145646	\$34,643,558,991.26	0.99987	40	92



TEXPOOL Prime

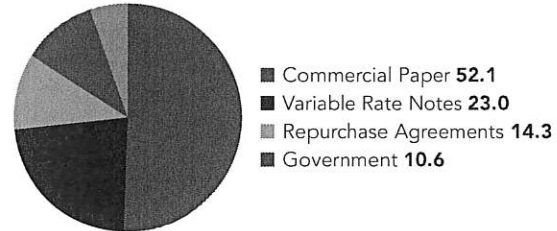
Portfolio by Maturity (%)

As of May 31, 2024



Portfolio by Type of Investment (%)

As of May 31, 2024



Portfolio Asset Summary as of May 31, 2024

	Book Value	Market Value
Uninvested Balance	\$841.09	\$841.09
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	16,544,131.01	16,544,131.01
Interest and Management Fees Payable	-69,759,409.81	-69,759,409.81
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-21,779.02	-21,779.02
Repurchase Agreements	2,077,235,000.00	2,077,235,000.00
Commercial Paper	9,758,181,807.38	9,756,187,273.88
Mutual Fund Investments	0.00	
Government Securities	1,545,772,798.00	1,546,230,392.50
Variable Rate Notes	1,165,000,000.00	1,165,409,134.60
Total	\$14,492,953,388.65	\$14,491,825,584.25

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	162	\$4,937,877,861.85
Higher Education	19	\$883,563,730.80
County	54	\$1,262,104,669.21
Healthcare	23	\$606,668,296.57
Utility District	73	\$604,784,353.36
City	116	\$2,637,265,258.78
Emergency Districts	32	\$105,337,869.36
Economic Development Districts	21	\$58,618,411.41
Other	89	\$3,395,892,700.88



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
5/1	5.4641%	0.000149701	\$15,565,058,717.35	0.99986	43	78
5/2	5.4613%	0.000149625	\$15,555,206,895.01	0.99989	44	80
5/3	5.4677%	0.000149799	\$15,518,486,238.69	0.99977	44	81
5/4	5.4677%	0.000149799	\$15,518,486,238.69	0.99977	44	81
5/5	5.4677%	0.000149799	\$15,518,486,238.69	0.99977	44	81
5/6	5.4572%	0.000149511	\$15,549,909,808.81	0.99994	43	79
5/7	5.4568%	0.000149500	\$15,418,640,354.05	0.99992	44	81
5/8	5.4466%	0.000149221	\$15,383,886,577.91	0.99992	44	82
5/9	5.4424%	0.000149108	\$15,388,582,315.91	0.99992	44	83
5/10	5.4437%	0.000149142	\$15,381,404,488.61	0.99975	45	83
5/11	5.4437%	0.000149142	\$15,381,404,488.61	0.99975	45	83
5/12	5.4437%	0.000149142	\$15,381,404,488.61	0.99975	45	83
5/13	5.4472%	0.000149238	\$15,359,174,345.83	0.99990	45	82
5/14	5.4497%	0.000149308	\$15,210,399,221.28	0.99991	45	83
5/15	5.4502%	0.000149320	\$15,113,128,733.87	0.99994	45	83
5/16	5.4483%	0.000149268	\$15,090,129,277.14	0.99997	46	82
5/17	5.4515%	0.000149356	\$14,947,888,987.74	0.99979	48	84
5/18	5.4515%	0.000149356	\$14,947,888,987.74	0.99979	48	84
5/19	5.4515%	0.000149356	\$14,947,888,987.74	0.99979	48	84
5/20	5.4523%	0.000149379	\$14,973,798,498.12	0.99997	46	83
5/21	5.4565%	0.000149493	\$14,895,042,196.45	0.99997	48	86
5/22	5.4599%	0.000149587	\$14,777,414,376.15	0.99996	50	87
5/23	5.4593%	0.000149570	\$14,636,469,108.81	0.99995	50	88
5/24	5.4553%	0.000149460	\$14,599,774,222.55	0.99968	50	86
5/25	5.4553%	0.000149460	\$14,599,774,222.55	0.99968	50	86
5/26	5.4553%	0.000149460	\$14,599,774,222.55	0.99968	50	86
5/27	5.4553%	0.000149460	\$14,599,774,222.55	0.99968	50	86
5/28	5.4550%	0.000149451	\$14,626,072,729.76	0.99994	47	82
5/29	5.4607%	0.000149609	\$14,455,232,632.87	0.99993	48	85
5/30	5.4628%	0.000149667	\$14,412,889,932.28	0.99993	48	84
5/31	5.4621%	0.000149646	\$14,492,953,388.65	0.99998	48	83
Average:	5.4549%	0.000149449	\$15,059,562,101.47	0.99985	46	83



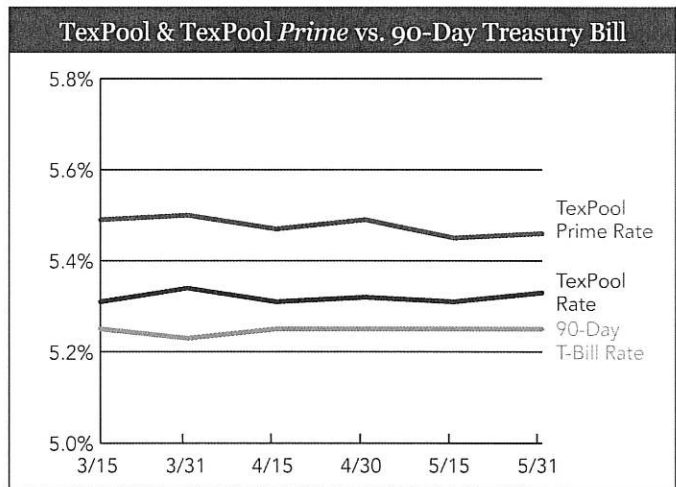
Participant Services
 1001 Texas Ave. Suite 1150
 Houston, TX 77002

Moving Target

It would be easier to name the Federal Reserve governors and branch presidents who didn't speak in May than those who did. One gets the feeling that dissent will be coming, especially as the minutes of the May Federal Open Market Committee meeting were more hawkish than the neutral-to-dovish spin Chair Jerome Powell gave in his press conference.

We already know that the three quarter-point cuts the Fed once penciled for the second half of this year have been postponed. We expect to get only one or two now. However, the specter of a rate hike raised its frightful head in the May meeting: "Various participants mentioned a willingness to tighten policy further should risks to inflation materialize in a way that such an action became appropriate." Despite this warning, we do not anticipate a hike. One thing to note is that the idea that the Fed will avoid cutting rates in September so as not to appear to interfere with the general election, forgoing rate action when warranted by the data might also look politically motivated. The argument cuts both ways, so to speak.

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.39%, 5.39%, 5.36% and 5.17%, 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.



First Public
12007 Research Blvd.
Austin, Texas 78759
800-558-8875 • firstpublic.com

Fund Performance Update

May 31, 2024

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 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.

After rising sharply in April, US Treasury bond yields fell as much as 20 basis points across the curve in May as the likelihood of any additional rate hikes diminished. Despite trending lower in the last week of May, the equity markets experienced solid gains. The Dow Jones Industrial Average, S&P 500 and Nasdaq-100 indexes reached new all-time highs and gained 4.8%, 2.3% and 6.9%, respectively. The April jobs report that was released in early May showed an unexpected softening. Nonfarm payrolls increased by 175,000, well below consensus estimates of 240,000. The unemployment rate ticked up to 3.9%. Core inflation increased in line with expectations in April, +0.3% month over month, taking the annual rate down to 3.6% from 3.8%. Headline inflation declined from 3.5% to 3.4% after increasing by 0.3% month over month. The figures come as a relief after three consecutive hotter-than-expected inflation reports to start the year. As was widely expected, the Federal Reserve (Fed) held interest rates steady in a range of 5.25-5.50% at the May 1 Federal Open Market Committee meeting. The Fed also trimmed its quantitative tightening activity by reducing the monthly cap for Treasury securities from \$60 billion to \$25 billion. At the end of May, the Fed funds futures market was pricing in one to two rate cuts for 2024, with the first cut coming in September at the earliest.

Active Participants This Month

Schools and Colleges	590
Other Governmental Entities	91
<i>Total</i>	<i>681</i>

Government Overnight Fund

Return Information

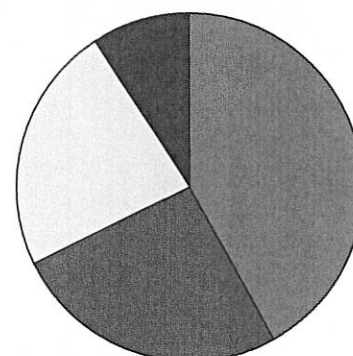
May 31, 2024

Average Monthly Return (a)	5.32%
SEC 7-day Fund Yield (b)	5.33%
Weighted Average Maturity One (c)	34 days
Weighted Average Maturity Two (c)	104 days
Portfolio Maturing beyond One Year	6%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	1,471,710,377.65	1,471,710,377.65
US Treasuries	1,676,017,555.42	1,676,196,680.59
Agencies	2,681,085,794.21	2,680,809,996.64
Money Market Funds	607,667,109.71	607,667,109.71
Total Assets	6,436,480,836.99	6,436,384,164.59

Investment Distribution



Agencies	42%
Treasuries	26%
Cash Repo	23%
Money Market	9%

(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.

Corporate Overnight Fund

Return Information

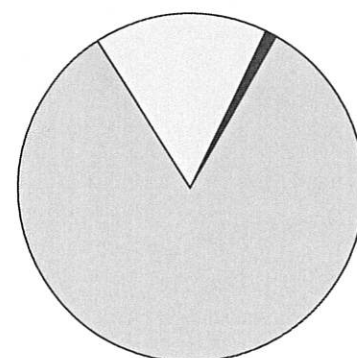
May 31, 2024

Average Monthly Return (a)	5.44%
SEC 7-day Fund Yield (b)	5.45%
Weighted Average Maturity One (c)	45 days
Weighted Average Maturity Two (c)	79 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	613,806,153.89	613,806,153.89
US Treasuries	-	-
Agencies	-	-
Commercial Paper	3,176,218,377.56	3,175,665,045.50
Money Market Funds	54,822,724.49	54,822,724.49
Total Assets	3,844,847,255.94	3,844,293,923.88

Investment Distribution



Commercial Paper	83%
Cash/Repo	16%
Money Market	1%

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

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

*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*

Corporate Overnight Plus Fund

Return Information

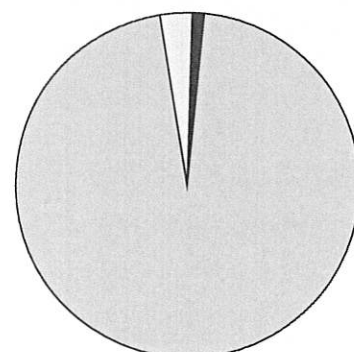
May 31, 2024

Average Monthly Return (a)	5.46%
SEC 7-day Fund Yield (b)	5.47%
Weighted Average Maturity One (c)	59 days
Weighted Average Maturity Two (c)	97 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Inventory Position

	Book Value	Market Value
Cash/Repo	322,945,389.26	322,945,389.26
US Treasuries	-	-
Agencies	-	-
Commercial Paper	11,121,205,852.18	11,119,074,078.20
Money Market Funds	58,951,663.85	58,951,663.85
<i>Total Assets</i>	<i>11,503,102,905.29</i>	<i>11,500,971,131.31</i>

Investment Distribution



Commercial Paper	96%
Cash/Repo	3%
Money Market	1%

(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.

BOARD CHECK PAYMENT RECAP
For the month ending May 31, 2024

ACCOUNTS PAYABLE

Skating Rink	7,927.00
Athletics	27,784.81
General Fund	1,054,244.46
Food Service	258,291.37
Bond Fund	8,000,205.70
Payroll Clearing	134,533.78
TOTAL ACCOUNTS PAYABLE*	<u>\$ 9,482,987.12</u>

PAYROLL

Skating Rink	14,668.24
General Fund	3,560,639.05
Food Service	95,981.43
Grants	254,948.16
TOTAL PAYROLL	<u>\$ 3,926,236.88</u>

WIRE TRANSFERS

Bond Payments to Computershare	-
Bond Payments to Bank of NY Mellon	-
Other Wires (land purchases)	-
TOTAL OUTGOING WIRES	<u>\$ -</u>

TOTAL DISBURSEMENTS **\$ 13,409,224.00**

*See attached Check Register

Signed:



Stacey Swanson, Accountant



Kevin Lynch, CFO

For the Month of May

Check Nbr	Check Date	Payee	Organization	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount
					Totals for Fund 168 / 4	4,927.00
					Totals for Fund 169 / 4	27,784.81
					Totals for Fund 199 / 4	820,384.57
					Totals for Fund 224 / 4	45,934.25
					Totals for Fund 240 / 4	258,291.37
					Totals for Fund 255 / 4	5,470.31
					Totals for Fund 279 / 4	11,400.24
					Totals for Fund 282 / 4	168,227.65
					Totals for Fund 410 / 4	85.00
					Totals for Fund 429 / 4	5,742.44
					Totals for Fund 699 / 4	8,000,205.70
					Totals for Fund 863 / 4	134,533.78
					Totals For Checks	9,482,987.12

Estimated Number Of Unpaid Checks To Print:

End of Report

SPLENDORA INDEPENDENT SCHOOL DISTRICT

FINANCIAL STATEMENT

June 17, 2024

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 MAY 31, 2024.

PRESIDENT

SECRETARY



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: Jun 17, 2024

Submitted Date: Jun 10, 2024

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: Madeline Sheppard

Department or Campus: PEIMS Coordinator

Topic: Low Attendance Waiver Approval

Background Information: Weather on 5-2-24 resulted in low attendance for the day. 2022-2023 ADA for the year was 93.02% and the ADA for 5-2-24 was 56.73%. A 10% or greater decrease allows the district to request a low attendance waiver if due to weather conditions, health, or safety issues. If granted, the day's attendance will not be counted. For the waiver process, it must include an agenda showing Board of Trustees vote for approval.

Attachments: 2022 - 2023 Average Daily Attendance, 5-2-24 Average Daily Attendance, Email from Dr. Burke regarding the weather for 5-2-24 and the closure for 5-3-24

Superintendent's Resolutions: Recommended for Approval



Madeline Sheppard <msheppard@splendoraisd.org>

Early Release/School Closure

1 message

District Splendora ISD <communications@splendoraisd.org>
Reply-To: District Splendora ISD <communications@splendoraisd.org>
To: SPLENDORA ISD Recipients <recipients@splendoraisd.parentlink.net>

Thu, May 2, 2024 at 11:17 AM

May 2, 2024, 11:15 am

Dear Wildcat family,

I want to extend my sincere apologies for the decision to open schools today. Please know that the safety and well-being of you, your child, and our employees are always at the forefront of my mind when making these decisions. We try to make the best decisions with the information that we have. Unfortunately, the information we had during our early morning assessment, around 3:30 am, led us to believe that the storms would primarily affect areas to our north and move eastward, not southward, as they ultimately did.

In light of the unexpected turn of events, all tardies will be waived, and absences will be excused for the day. Additionally, we have decided on an early release for all schools to ensure the safety of everyone involved and the increased risk of flooding as we head into the afternoon and evening. Buses for junior high and high school students will depart at 12:30 pm, with elementary school buses following at 1:30 pm. Parents, please feel free to pick up your child as soon as it is safe for you to do so. In the event that you are unable to pick up your child or if you are not home to receive them, please contact your campus so that we can make arrangements. Our bus drivers will not drop off elementary school students at their bus stops without someone there to receive them. In the event that those students are not dropped off, they will be returned to their home campus until parents or guardians can pick them up.

We will have staff on hand at each campus to be there with our students. I want to reassure you that your children are safe with us, and we will stay with them as long as we need to.

Furthermore, all after-school practices, activities, and events are canceled or will be rescheduled as necessary. Considering the ongoing heavy rainfall and the potential runoff from northern areas, we have made the decision to cancel school on Friday, May 3rd. We recognize the continued impact these weather conditions may have on our community.

Once again, I apologize for any inconvenience or concern caused by today's events. Your understanding and cooperation are greatly appreciated as we navigate these challenging circumstances.

Sincerely,

Dr. Jeff Burke, Superintendent of Schools

You are receiving this email because of your relationship with SPLENDORA ISD. If you wish to stop receiving email updates sent through the Finals site service, please unsubscribe.
SPLENDORA ISD | 23419 FM 2090, Splendora, TX 77372 | 281-689-3128

Average Daily Attendance (District)

08/10/2022 - 05/26/2023 2022-2023 05/21/2024 7:41:23 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

001 - Splendora High School

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	09	170	63,271.00	4,516.00	58,755.00	0.00	55,633.00	3,122.00	0.00	327.25	18.36	0.00	92.86
00	10	170	63,597.00	4,921.00	58,676.00	0.00	55,665.00	3,011.00	0.00	327.44	17.71	0.00	92.26
00	11	170	50,682.00	4,682.00	46,000.00	0.00	43,003.00	2,997.00	0.00	252.96	17.63	0.00	90.76
00	12	170	39,752.00	5,097.00	34,655.00	0.00	31,528.00	3,127.00	0.00	185.46	18.39	0.00	87.18
TOTAL (Track 00):			217,302.00	19,216.00	198,086.00	0.00	185,829.00	12,257.00	0.00	1,093.11	72.09	0.00	91.16
01	12	170	3,800.00	311.00	3,489.00	0.00	3,136.00	353.00	0.00	18.45	2.08	0.00	91.82
TOTAL (Track 01):			3,800.00	311.00	3,489.00	0.00	3,136.00	353.00	0.00	18.45	2.08	0.00	91.82
TOTAL (ALL Tracks):			221,102.00	19,527.00	201,575.00	0.00	188,965.00	12,610.00	0.00	1,111.56	74.17	0.00	91.17

010 - Project Restore - JJAEP

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
02	08	175	60.00	0.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
TOTAL (Track 02):			60.00	0.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
TOTAL (ALL Tracks):			60.00	0.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00

041 - Splendora Jr High School

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	07	170	62,717.00	3,828.00	58,889.00	0.00	58,889.00	0.00	0.00	346.41	0.00	0.00	93.90
00	08	170	70,417.00	4,798.00	65,619.00	0.00	65,619.00	0.00	0.00	385.99	0.00	0.00	93.19
TOTAL (Track 00):			133,134.00	8,626.00	124,508.00	0.00	124,508.00	0.00	0.00	732.40	0.00	0.00	93.52
TOTAL (ALL Tracks):			133,134.00	8,626.00	124,508.00	0.00	124,508.00	0.00	0.00	732.40	0.00	0.00	93.52

Average Daily Attendance (District)

08/10/2022 - 05/26/2023 2022-2023 05/21/2024 7:41:23 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

101 - Peach Creek Elementary													
Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	166	87.00	14.50	72.50	0.00	72.50	0.00	0.00	0.44	0.00	0.00	83.33
00	KG	166	11,045.00	806.00	10,239.00	0.00	10,239.00	0.00	0.00	61.68	0.00	0.00	92.70
00	01	166	9,347.00	649.00	8,698.00	0.00	8,698.00	0.00	0.00	52.40	0.00	0.00	93.06
00	02	166	9,838.00	615.00	9,223.00	0.00	9,223.00	0.00	0.00	55.56	0.00	0.00	93.75
00	03	166	12,925.00	784.00	12,141.00	0.00	12,141.00	0.00	0.00	73.14	0.00	0.00	93.93
00	04	166	13,086.00	773.00	12,313.00	0.00	12,313.00	0.00	0.00	74.17	0.00	0.00	94.09
00	05	166	14,507.00	756.00	13,751.00	0.00	13,751.00	0.00	0.00	82.84	0.00	0.00	94.79
TOTAL (Track 00):			70,835.00	4,397.50	66,437.50	0.00	66,437.50	0.00	0.00	400.23	0.00	0.00	93.79
01	PK	166	2,702.50	253.00	2,449.50	0.00	2,449.50	0.00	0.00	14.76	0.00	0.00	90.64
TOTAL (Track 01):			2,702.50	253.00	2,449.50	0.00	2,449.50	0.00	0.00	14.76	0.00	0.00	90.64
02	06	166	14,248.00	777.00	13,471.00	0.00	13,471.00	0.00	0.00	81.15	0.00	0.00	94.55
TOTAL (Track 02):			14,248.00	777.00	13,471.00	0.00	13,471.00	0.00	0.00	81.15	0.00	0.00	94.55
TOTAL (ALL Tracks):			87,785.50	5,427.50	82,358.00	0.00	82,358.00	0.00	0.00	496.14	0.00	0.00	93.82

102 - Greenleaf Elementary													
Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	166	202.00	24.50	177.50	0.00	177.50	0.00	0.00	1.07	0.00	0.00	87.87
00	KG	166	15,474.00	1,220.00	14,254.00	0.00	14,254.00	0.00	0.00	85.87	0.00	0.00	92.12
00	01	166	18,379.00	1,299.00	17,080.00	0.00	17,080.00	0.00	0.00	102.89	0.00	0.00	92.93
00	02	166	18,164.00	1,379.00	16,785.00	0.00	16,785.00	0.00	0.00	101.11	0.00	0.00	92.41
00	03	166	18,901.00	1,088.00	17,813.00	0.00	17,813.00	0.00	0.00	107.31	0.00	0.00	94.24
00	04	166	15,632.00	810.00	14,822.00	0.00	14,822.00	0.00	0.00	89.29	0.00	0.00	94.82
00	05	166	17,237.00	993.00	16,244.00	0.00	16,244.00	0.00	0.00	97.86	0.00	0.00	94.24
TOTAL (Track 00):			103,989.00	6,813.50	97,175.50	0.00	97,175.50	0.00	0.00	585.40	0.00	0.00	93.45
01	PK	166	6,908.50	626.00	6,282.50	83.00	6,199.50	0.00	0.00	37.35	0.00	0.00	90.94
TOTAL (Track 01):			6,908.50	626.00	6,282.50	83.00	6,199.50	0.00	0.00	37.35	0.00	0.00	90.94
02	06	166	16,202.00	1,076.00	15,126.00	0.00	15,126.00	0.00	0.00	91.12	0.00	0.00	93.36
TOTAL (Track 02):			16,202.00	1,076.00	15,126.00	0.00	15,126.00	0.00	0.00	91.12	0.00	0.00	93.36
TOTAL (ALL Tracks):			127,099.50	8,515.50	118,584.00	83.00	118,501.00	0.00	0.00	713.87	0.00	0.00	93.30

Average Daily Attendance (District)

08/10/2022 - 05/26/2023 2022-2023 05/21/2024 7:41:23 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

104 - Piney Woods Elementary

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	166	503.50	62.00	441.50	0.00	441.50	0.00	0.00	2.66	0.00	0.00	87.69
00	KG	166	11,876.00	812.00	11,064.00	0.00	11,064.00	0.00	0.00	66.65	0.00	0.00	93.16
00	01	166	9,708.00	661.00	9,047.00	0.00	9,047.00	0.00	0.00	54.50	0.00	0.00	93.19
00	02	166	12,337.00	627.00	11,710.00	0.00	11,710.00	0.00	0.00	70.54	0.00	0.00	94.92
00	03	166	12,077.00	636.00	11,441.00	0.00	11,441.00	0.00	0.00	68.92	0.00	0.00	94.73
00	04	166	15,025.00	816.00	14,209.00	0.00	14,209.00	0.00	0.00	85.60	0.00	0.00	94.57
00	05	166	11,113.00	517.00	10,596.00	0.00	10,596.00	0.00	0.00	63.83	0.00	0.00	95.35
TOTAL (Track 00):			72,639.50	4,131.00	68,508.50	0.00	68,508.50	0.00	0.00	412.70	0.00	0.00	94.31
01	PK	166	2,151.00	156.00	1,995.00	626.00	1,369.00	0.00	0.00	8.25	0.00	0.00	92.75
TOTAL (Track 01):			2,151.00	156.00	1,995.00	626.00	1,369.00	0.00	0.00	8.25	0.00	0.00	92.75
02	06	166	10,983.00	710.00	10,273.00	0.00	10,273.00	0.00	0.00	61.89	0.00	0.00	93.54
TOTAL (Track 02):			10,983.00	710.00	10,273.00	0.00	10,273.00	0.00	0.00	61.89	0.00	0.00	93.54
03	EE	166	40.00	0.00	40.00	0.00	40.00	0.00	0.00	0.24	0.00	0.00	100.00
03	PK	166	83.00	0.00	83.00	0.00	83.00	0.00	0.00	0.50	0.00	0.00	100.00
TOTAL (Track 03):			123.00	0.00	123.00	0.00	123.00	0.00	0.00	0.74	0.00	0.00	100.00
TOTAL (ALL Tracks):			85,896.50	4,997.00	80,899.50	626.00	80,273.50	0.00	0.00	483.58	0.00	0.00	94.18

Average Daily Attendance (District)

08/10/2022 - 05/26/2023 2022-2023 05/21/2024 7:41:23 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

105 - Timber Lakes Elementary

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	06	166	22,369.00	1,266.00	21,103.00	0.00	21,103.00	0.00	0.00	127.13	0.00	0.00	94.34
TOTAL (Track 00):			22,369.00	1,266.00	21,103.00	0.00	21,103.00	0.00	0.00	127.13	0.00	0.00	94.34
01	PK	166	5,014.50	396.00	4,618.50	256.00	4,362.50	0.00	0.00	26.28	0.00	0.00	92.10
TOTAL (Track 01):			5,014.50	396.00	4,618.50	256.00	4,362.50	0.00	0.00	26.28	0.00	0.00	92.10
02	KG	166	22,651.50	1,574.50	21,077.00	0.00	21,077.00	0.00	0.00	126.97	0.00	0.00	93.05
02	01	166	17,497.00	1,236.00	16,261.00	0.00	16,261.00	0.00	0.00	97.96	0.00	0.00	92.94
02	02	166	17,658.00	924.00	16,734.00	0.00	16,734.00	0.00	0.00	100.81	0.00	0.00	94.77
02	03	166	16,920.00	796.00	16,124.00	0.00	16,124.00	0.00	0.00	97.13	0.00	0.00	95.30
02	04	166	17,895.00	1,050.00	16,845.00	0.00	16,845.00	0.00	0.00	101.48	0.00	0.00	94.13
02	05	166	18,702.00	1,060.00	17,642.00	0.00	17,642.00	0.00	0.00	106.28	0.00	0.00	94.33
TOTAL (Track 02):			111,323.50	6,640.50	104,683.00	0.00	104,683.00	0.00	0.00	630.63	0.00	0.00	94.03
TOTAL (ALL Tracks):			138,707.00	8,302.50	130,404.50	256.00	130,148.50	0.00	0.00	784.04	0.00	0.00	94.01
Grand Totals:			793,784.50	55,395.50	738,389.00	1,025.00	724,754.00	12,610.00	0.00	4,321.59	74.17	0.00	93.02

Average Daily Attendance (District)

05/02/2024 - 05/02/2024 2023-2024 05/21/2024 7:46:15 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

001 - Splendora High School

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	09	1	450.00	158.00	292.00	0.00	292.00	0.00	0.00	292.00	0.00	0.00	64.89
00	10	1	376.00	133.00	243.00	0.00	243.00	0.00	0.00	243.00	0.00	0.00	64.63
00	11	1	358.00	134.00	224.00	0.00	224.00	0.00	0.00	224.00	0.00	0.00	62.57
00	12	1	264.00	86.00	178.00	0.00	178.00	0.00	0.00	178.00	0.00	0.00	67.42
TOTAL (Track 00):			1,448.00	511.00	937.00	0.00	937.00	0.00	0.00	937.00	0.00	0.00	64.71
TOTAL (ALL Tracks):			1,448.00	511.00	937.00	0.00	937.00	0.00	0.00	937.00	0.00	0.00	64.71

010 - Project Restore - JJAEP

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent

041 - Splendora Jr High School

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	07	1	420.00	86.00	334.00	0.00	334.00	0.00	0.00	334.00	0.00	0.00	79.52
00	08	1	388.00	81.00	307.00	0.00	307.00	0.00	0.00	307.00	0.00	0.00	79.12
TOTAL (Track 00):			808.00	167.00	641.00	0.00	641.00	0.00	0.00	641.00	0.00	0.00	79.33
TOTAL (ALL Tracks):			808.00	167.00	641.00	0.00	641.00	0.00	0.00	641.00	0.00	0.00	79.33

Average Daily Attendance (District)

05/02/2024 - 05/02/2024 2023-2024 05/21/2024 7:46:15 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

101 - Peach Creek Elementary													
Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	1	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00	KG	1	82.00	55.00	27.00	0.00	27.00	0.00	0.00	27.00	0.00	0.00	32.93
00	01	1	102.00	60.00	42.00	0.00	42.00	0.00	0.00	42.00	0.00	0.00	41.18
00	02	1	95.00	54.00	41.00	0.00	41.00	0.00	0.00	41.00	0.00	0.00	43.16
00	03	1	75.00	44.00	31.00	0.00	31.00	0.00	0.00	31.00	0.00	0.00	41.33
00	04	1	107.00	61.00	46.00	0.00	46.00	0.00	0.00	46.00	0.00	0.00	42.99
00	05	1	84.00	45.00	39.00	0.00	39.00	0.00	0.00	39.00	0.00	0.00	46.43
TOTAL (Track 00):			545.50	319.50	226.00	0.00	226.00	0.00	0.00	226.00	0.00	0.00	41.43
01	PK	1	28.00	17.00	11.00	1.50	9.50	0.00	0.00	9.50	0.00	0.00	39.29
TOTAL (Track 01):			28.00	17.00	11.00	1.50	9.50	0.00	0.00	9.50	0.00	0.00	39.29
02	06	1	93.00	53.00	40.00	0.00	40.00	0.00	0.00	40.00	0.00	0.00	43.01
TOTAL (Track 02):			93.00	53.00	40.00	0.00	40.00	0.00	0.00	40.00	0.00	0.00	43.01
TOTAL (ALL Tracks):			666.50	389.50	277.00	1.50	275.50	0.00	0.00	275.50	0.00	0.00	41.56

102 - Greenleaf Elementary													
Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	1	2.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	50.00
00	KG	1	88.00	67.00	21.00	0.00	21.00	0.00	0.00	21.00	0.00	0.00	23.86
00	01	1	87.00	65.00	22.00	0.00	22.00	0.00	0.00	22.00	0.00	0.00	25.29
00	02	1	86.00	58.00	28.00	0.00	28.00	0.00	0.00	28.00	0.00	0.00	32.56
00	03	1	84.00	54.00	30.00	0.00	30.00	0.00	0.00	30.00	0.00	0.00	35.71
00	04	1	95.00	65.00	30.00	0.00	30.00	0.00	0.00	30.00	0.00	0.00	31.58
00	05	1	96.00	55.00	41.00	0.00	41.00	0.00	0.00	41.00	0.00	0.00	42.71
TOTAL (Track 00):			538.00	365.00	173.00	0.00	173.00	0.00	0.00	173.00	0.00	0.00	32.16
01	PK	1	29.00	23.50	5.50	0.50	5.00	0.00	0.00	5.00	0.00	0.00	18.97
TOTAL (Track 01):			29.00	23.50	5.50	0.50	5.00	0.00	0.00	5.00	0.00	0.00	18.97
02	06	1	107.00	63.00	44.00	0.00	44.00	0.00	0.00	44.00	0.00	0.00	41.12
TOTAL (Track 02):			107.00	63.00	44.00	0.00	44.00	0.00	0.00	44.00	0.00	0.00	41.12
TOTAL (ALL Tracks):			674.00	451.50	222.50	0.50	222.00	0.00	0.00	222.00	0.00	0.00	33.01

Average Daily Attendance (District)

05/02/2024 - 05/02/2024 2023-2024 05/21/2024 7:46:15 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

104 - Piney Woods Elementary

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	1	2.50	2.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	20.00
00	KG	1	74.00	42.00	32.00	1.00	31.00	0.00	0.00	31.00	0.00	0.00	43.24
00	01	1	111.00	53.00	58.00	0.00	58.00	0.00	0.00	58.00	0.00	0.00	52.25
00	02	1	92.00	49.00	43.00	0.00	43.00	0.00	0.00	43.00	0.00	0.00	46.74
00	03	1	104.00	43.00	61.00	0.00	61.00	0.00	0.00	61.00	0.00	0.00	58.65
00	04	1	105.00	50.00	55.00	0.00	55.00	0.00	0.00	55.00	0.00	0.00	52.38
00	05	1	120.00	65.00	55.00	0.00	55.00	0.00	0.00	55.00	0.00	0.00	45.83
TOTAL (Track 00):			608.50	304.00	304.50	1.00	303.50	0.00	0.00	303.50	0.00	0.00	50.04
01	PK	1	36.00	17.00	19.00	3.00	16.00	0.00	0.00	16.00	0.00	0.00	52.78
TOTAL (Track 01):			36.00	17.00	19.00	3.00	16.00	0.00	0.00	16.00	0.00	0.00	52.78
02	06	1	103.00	54.00	49.00	0.00	49.00	0.00	0.00	49.00	0.00	0.00	47.57
TOTAL (Track 02):			103.00	54.00	49.00	0.00	49.00	0.00	0.00	49.00	0.00	0.00	47.57
03	EE	1	1.50	1.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	33.33
TOTAL (Track 03):			1.50	1.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	33.33
TOTAL (ALL Tracks):			749.00	376.00	373.00	4.00	369.00	0.00	0.00	369.00	0.00	0.00	49.80

Average Daily Attendance (District)

05/02/2024 - 05/02/2024 2023-2024 05/21/2024 7:46:15 AM SPLENDORA INDEPENDENT SCHOOL DISTRICT

105 - Timber Lakes Elementary

Track	Grade	Number of Days	Membership Days	Absent Days	Present Days	Ineligible Days	Eligible Days	RA Eligible Days	RS Eligible Days	Refined ADA	RA Refined ADA	RS Refined ADA	Attendance Percent
00	EE	1	0.50	0.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	100.00
00	PK	1	1.00	0.00	1.00	0.50	0.50	0.00	0.00	0.50	0.00	0.00	100.00
00	KG	1	96.00	34.00	62.00	0.00	62.00	0.00	0.00	62.00	0.00	0.00	64.58
00	01	1	131.00	67.00	64.00	0.00	64.00	0.00	0.00	64.00	0.00	0.00	48.85
00	02	1	110.00	39.00	71.00	0.00	71.00	0.00	0.00	71.00	0.00	0.00	64.55
00	03	1	103.00	47.00	56.00	0.00	56.00	0.00	0.00	56.00	0.00	0.00	54.37
00	04	1	105.00	40.00	65.00	0.00	65.00	0.00	0.00	65.00	0.00	0.00	61.90
00	05	1	103.00	49.00	54.00	0.00	54.00	0.00	0.00	54.00	0.00	0.00	52.43
TOTAL (Track 00):			649.50	276.00	373.50	0.50	373.00	0.00	0.00	373.00	0.00	0.00	57.51
01	PK	1	34.00	17.00	17.00	0.00	17.00	0.00	0.00	17.00	0.00	0.00	50.00
TOTAL (Track 01):			34.00	17.00	17.00	0.00	17.00	0.00	0.00	17.00	0.00	0.00	50.00
02	06	1	113.00	37.00	76.00	0.00	76.00	0.00	0.00	76.00	0.00	0.00	67.26
TOTAL (Track 02):			113.00	37.00	76.00	0.00	76.00	0.00	0.00	76.00	0.00	0.00	67.26
03	EE	1	0.50	0.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	100.00
TOTAL (Track 03):			0.50	0.00	0.50	0.00	0.50	0.00	0.00	0.50	0.00	0.00	100.00
TOTAL (ALL Tracks):			797.00	330.00	467.00	0.50	466.50	0.00	0.00	466.50	0.00	0.00	58.59
Grand Totals:			5,142.50	2,225.00	2,917.50	6.50	2,911.00	0.00	0.00	2,911.00	0.00	0.00	56.73



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 13, 2024

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: Brandi Perkins

Department or Campus:

Topic: Update to Policy EHBAF (Local)

Background Information: Changing the following:

The ~~Superintendent~~ Executive Director of Special Services is responsible for coordinating the provision of equipment to campuses in compliance with the law.

Attachments: Proposed policy change

Superintendent's Resolutions: Recommended

PROPOSED REVISIONS

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The ~~Superintendent~~ **Executive Director of Special Services** is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a self-contained classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the tenth business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):0)

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items 2–4, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ~~ten District business days~~ **10 District business days** after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District’s complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 13, 2024

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: TASB Policy Update #123

Background Information: Policy Update #123 with changes to the following:

BBD(LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION

BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES

CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - EMERGENCY PLANS

CKEA(LOCAL): SECURITY PERSONNEL - COMMISSIONED PEACE OFFICERS

CQC(LOCAL): TECHNOLOGY RESOURCES - EQUIPMENT

DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION

EF(LOCAL): INSTRUCTIONAL RESOURCES

EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS

EFB(LOCAL): INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS

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

GF(LOCAL): PUBLIC COMPLAINTS

Attachments: Policy 123 Packet, Explanatory Notes

Superintendent's Resolutions: Recommended

Explanatory Notes

TASB Localized Policy Manual Update 123

Splendora ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 88th Legislature, regular and special sessions. All referenced bills have already gone into effect unless otherwise noted.

The Local Policy Overview for Update 123, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online® (TASB login required), provides a general, high-level overview of the changes to the local policies included in the update. **Legal policies provide the legal framework for key areas of district operations and are not adopted by the board.**

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

The Results Driven Accountability (RDA) section of the policy has been deleted. TEA included RDA information in the Accountability Manual starting in 2023 and repealed the RDA information in the Administrative Code. This change aims to streamline information used in academic accountability and RDA systems.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

A citation to the Administrative Code has been included under Student Enrollment and Assignment, Enrollment Provision in Contract, regarding campuses that are closed and repurposed.

As 19 TAC 97.2005 has been repealed, the reference to Results Driven Accountability has been deleted from the section on Special Program Performance Determination.

AIE(LEGAL)

ACCOUNTABILITY: INVESTIGATIONS

The word "accreditation" has been removed as a descriptor for investigations in two places within the policy after an amendment to the Administrative Code, effective January 17, 2024.

BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

At Intent to Return, language from the Election Code has been included to minimize confusion regarding the specific requirements for establishing an intent to return to the individual's residence after a temporary absence.

BBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 5180 added new requirements for public inspection of election records. A reference has been added at Election Records regarding where to find information on public inspection of those records for districts who serve as custodians of their own election records.

BBD(LOCAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

HB 3033 authorizes the attorney general to require trustees to complete training on the Public Information Act if the attorney general finds that there has been a violation of the Act. Language is recommended to make clear that this training after a violation cannot be delegated to the district's Public Information Act coordinator.

BBFA(LOCAL)

ETHICS: CONFLICT OF INTEREST DISCLOSURES

Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

Explanatory Notes

TASB Localized Policy Manual Update 123

Splendora ISD

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

HB 3273, effective January 1, 2024, revised the Tax Code and requires a taxing unit, including a school district, to provide specific notice to property owners on its website. These provisions have been included in the Appraisal District Property Tax Database section of the policy.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been updated to indicate that a board that adopted an exemption for the 2022 tax year may not reduce the amount or repeal that exemption based on SB 2 from the second special session of the 88th Legislature. [See Homestead, Local Options.]

HB 4559, from the 88th regular session, increased the population range for certain districts to provide that the split payment option does not apply to the district's taxes collected by another taxing unit that has adopted that option. [See Split Payments, In Certain Counties.]

CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

HB 4559 increased the population threshold for determining a large municipality for provisions related to the appointment of reinvestment zone board members. [See Tax Increment Financing Act, Large Municipality.]

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CKC(LLOCAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

A section on Notice Regarding Violent Activity is recommended to comply with legal requirements. Administrative procedures must be created to align with TEA's model standards.

CKEA(LLOCAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Significant revisions are recommended to the CKE policy series to promote compliance and clarification with HB 3 and other legal requirements. As Education Code 37.081 covers both police authority and duties, the margin note has been edited to clarify the scope of the policy language. The section on temporary assignments has been incorporated into Limitations on Nonschool Employment to account for possible off-duty officer use by both the district and other agencies. A section on Interlocal Agreement has been added to note that district police officers will function within the scope of the agreement. Other edits have been made for consistency with policy style.

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The provisions of this policy address commissioned security officers with Level III training under the Department of Public Safety hired through a security services contractor or as a district employee in accordance with the Education Code and the Occupations Code.

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CMD(LLEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Cross-references throughout this policy have been updated to EFA since policy EF has been separated into EFA (instructional materials) and EFB (library materials).

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Edits to this policy at Destruction of Records remove a reference to 13 TAC 7.123(c), which was deleted from Texas State Library and Archives Commission rules, effective March 6, 2024.

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This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

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Revisions at Termination During Contract Term are recommended to specify that an employee may request a hearing before the board to appeal discharge during the contract period and to differentiate between terminations during and at the end of the contract term.

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Amendments to the Administrative Code allow districts to begin using the Alternate Domain I rubric as part of the Texas Teacher Evaluation and Support System (T-TESS) beginning with the 2024-25 school year. Language has been updated to reflect this change.

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The section on School Psychological Services has been amended to provide additional clarity and to set out the correct title for licensed specialists in school psychology (LSSPs) as indicated in the Administrative Code.

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INSTRUCTIONAL RESOURCES

In order to clarify the differences in requirements for instructional materials and library materials, as well as to accommodate the new library collection development standards, policy EF has been divided into EFA (instructional material) and EFB (library material). The content in EF(LEGAL) has moved to either EFA or EFB, as appropriate.

EF(LOCAL)

INSTRUCTIONAL RESOURCES

As explained at EF(LEGAL), above, this local policy addressing instructional resources is being deleted. New local policies to address instructional materials and library materials separately are included at EFA and EFB.

EFA(LEGAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Content regarding instructional material review and federally required parental inspection has been moved from EF(LEGAL) to EFA(LEGAL).

EFA(LOCAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The enclosed policy regarding instructional materials is recommended to coordinate with the policy addressing library materials at EFB(LOCAL). The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the

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new EFB(Local), which permits an employee or parent or guardian to submit these requests. If the district would like to expand this list, please contact your policy consultant.

Please review the information at Formal Reconsideration, which specifies who will receive forms requesting the reconsideration of instructional material and who will appoint a reconsideration committee. If the policy needs to identify a different position for these responsibilities, please contact your policy consultant for assistance with revisions.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

EFB(Legal) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

EFB(Legal) has been revised to incorporate new library collection development standards adopted by the Texas State Library and Archives Commission (TSLAC), effective January 23, 2024. The policy includes a note regarding the Fifth Circuit Court of Appeals enjoinder and the resulting unenforceability of certain statutes related to library material. The TSLAC Library Collection Development Standards are not currently enjoined by the Fifth Circuit Court of Appeals.

EFB(Local) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900. Please review the following information in your policy:

- The location of the form for formal reconsideration;
- The position title for the person responsible for appointing the reconsideration committee; and
- The number of days allocated for appointing the committee, providing the material for review to the committee, and completing the committee's final report.

If any information needs to be updated or if further revisions to the policy are needed, please contact your policy consultant for assistance.

EHBA(Legal) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

A cross-reference to policy EHB has been included for additional requirements relating to the evaluation and identification process when dyslexia is a suspected disability. [See Determination of Initial Eligibility.]

EHBA(Legal) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

The section on Supplemental Special Education Services (SSES) has been revised to reflect amended Administrative Code rules, effective April 18, 2023. The district is required to notify parents of SSES eligibility and related information during an ARD committee meeting.

A provision regarding an 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 has been removed. That requirement expired on September 1, 2023.

EHBE(Legal) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions have been made throughout this policy to reflect amended rules relating to emergent bilingual students.

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EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to this policy stem from amended Administrative Code provisions relating to innovative courses. The amended rules became effective February 18, 2024.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Revisions have been made to remove language that does not require district action to aid in readability and clarity. Citations have also been updated based on rule changes.

FA(LLEGAL) PARENT RIGHTS AND RESPONSIBILITIES

The cross-reference at Parental Rights relating to teaching materials has been updated to reflect the division of policy EF into EFA and EFB.

FFAC(LLEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

A section on Telehealth in Medicaid Covered Services has been added to provide guidance from Administrative Code rules specific to telehealth services authorized as Texas Medicaid covered services.

The section on opioid antagonists has been updated to reflect new rules effective November 1, 2023.

Changes have also been made to the section on epinephrine auto-injectors to reflect amended Administrative Code rules.

Citations throughout have been updated based on rule amendments.

FNG(LLOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

A cross-reference regarding economic development negotiations under Government Code Chapter 403 has been added.

GF(LLEGAL) PUBLIC COMPLAINTS

The division of policy EF into EFA and EFB necessitated an update to the cross-reference in this policy.

GF(LLOCAL) PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

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GKA(LLEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Amendments to the Code of Federal Regulations necessitated changes to the section regarding operation of a small unmanned aircraft system.

GRA(LLEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

The Definitions section has been revised to reflect amended Administrative Code rules that include school resource officers and contracted police officers in the definition of "school personnel and volunteers."

Language has been added at Notice to School Personnel to provide direction if the superintendent is the individual alleged to have committed child abuse or neglect.

The Students Taken into Custody section has been updated to incorporate appropriate legal citations and improve clarity.

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Update 123 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 select **Local Manual Updates** from the **My Policy Manual** drop-down menu, click **Numbered Updates**, then click **UPDATE 123**.
2. Download and save the numbered update resource materials for Update 123.
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 [Numbered Updates](#),² select the appropriate numbered update, then click **Notify TASB of Board Action**.
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](#)³ or contact pol-support@tasb.org.
- For questions about policy text, contact your [district's assigned policy consultant](#).⁴

¹ Policy Online: <https://pol.tasb.org/>

² Policy Online Numbered Updates: <https://pol.tasb.org/Member/LocalManualUpdates>

³ Policy Online User's Guide: <https://www.tasb.org/resources/policy-online-user-guide>

⁴ Policy Consultant contact information: <https://pol.tasb.org/Member/PolicyConsultant/Details>

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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 contact your [policy consultant](#),² or call Policy Service at 800-580-7529 or email policy.service@tasb.org.

Overview

Update 123 includes revisions to legal policies based on legislative and regulatory changes. Changes to local policies offered for consideration address the following topics:

- Board member training and orientation
- Conflict of interest disclosures
- Economic development
- Emergency plans
- Security personnel
- Technology equipment
- Other types of employment contracts
- Homebound instruction
- Instructional resources and library materials

Please see the Explanatory Notes included in this update packet for a description of the specific changes for each policy.

Board action on the local policies included in the update must occur within a properly posted, open meeting of the board. Instructions for placing policy changes on the agenda for board action and keeping minutes are included with the Update 123 materials under [Local Manual Updates](#)³ on Policy Online.

For more guidance on reviewing and adopting TASB numbered updates, including information on incorporating the update into the district's policy manual and maintaining a historical record of policies, please refer to [The Administrator's Guide to Policy Management](#),⁴ available in the Policy Online [Governance and Management Library](#)⁵ (TASB login required).

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

Legal policies:

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

Local policies:

- Require close attention by the administration and the board
- Reflect the practices of the district and the intentions of the board
- Are changed only by board action (adopt, revise, or repeal)

Keep Your Administrative Regulations Current

[*Regulations Resource Manual*](#)⁶ Update 69, which includes revisions to model regulations and forms corresponding with Update 123, will soon be available through the Governance and Management Library (*TASB login required*).

Inspect your district's administrative procedures and documents — including exhibits, regulations, handbooks, and guides — that may be affected by Update 123 policy changes.

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

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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.

¹ Policy Online: <https://pol.tasb.org/>

² Policy Consultant contact information: <https://pol.tasb.org/Member/PolicyConsultant/Details>

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⁴ *The Administrator's Guide to Policy Management*: <https://pol.tasb.org/Member/Collections/Details?id=10>

⁵ Governance and Management Library: <https://pol.tasb.org/Member/Collections>

⁶ *TASB Regulations Resource Manual*: <https://pol.tasb.org/Member/Collections/Details?id=21>

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Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBA	(LEGAL)	Replace policy	Revised policy
BBBB	(LEGAL)	Replace policy	Revised policy
BBD	(LOCAL)	Replace policy	Revised policy
BBFA	(LOCAL)	Replace policy	Revised policy
CCG	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCGB	(LEGAL)	Replace policy	Revised policy
CKB	(LEGAL)	Replace policy	Revised policy
CKC	(LOCAL)	Replace policy	Revised policy
CKEA	(LOCAL)	Replace policy	Revised policy
CKED	(LEGAL)	ADD policy	See explanatory note
CMD	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CQC	(LEGAL)	Replace policy	Revised policy
CQC	(LOCAL)	ADD policy	See explanatory note
DCE	(LOCAL)	Replace policy	Revised policy
DGBA	(LOCAL)	Replace policy	Revised policy
DHE	(LEGAL)	Replace policy	Revised policy
DNA	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
EEH	(LOCAL)	Replace policy	Revised policy
EF	(LEGAL)	DELETE policy	See explanatory note
EF	(LOCAL)	DELETE policy	See explanatory note
EFA	(LEGAL)	Replace policy	Revised policy
EFA	(LOCAL)	ADD policy	See explanatory note
EFB	(LEGAL)	Replace policy	Revised policy
EFB	(LOCAL)	ADD policy	See explanatory note
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TASB Localized Policy Manual Update 123

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ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 88th Legislature, regular and special sessions. All referenced bills have already gone into effect unless otherwise noted.

The Local Policy Overview for Update 123, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online® (TASB login required), provides a general, high-level overview of the changes to the local policies included in the update. **Legal policies provide the legal framework for key areas of district operations and are not adopted by the board.**

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

The Results Driven Accountability (RDA) section of the policy has been deleted. TEA included RDA information in the Accountability Manual starting in 2023 and repealed the RDA information in the Administrative Code. This change aims to streamline information used in academic accountability and RDA systems.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

A citation to the Administrative Code has been included under Student Enrollment and Assignment, Enrollment Provision in Contract, regarding campuses that are closed and repurposed.

As 19 TAC 97.2005 has been repealed, the reference to Results Driven Accountability has been deleted from the section on Special Program Performance Determination.

AIE(LEGAL)

ACCOUNTABILITY: INVESTIGATIONS

The word "accreditation" has been removed as a descriptor for investigations in two places within the policy after an amendment to the Administrative Code, effective January 17, 2024.

BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

At Intent to Return, language from the Election Code has been included to minimize confusion regarding the specific requirements for establishing an intent to return to the individual's residence after a temporary absence.

BBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 5180 added new requirements for public inspection of election records. A reference has been added at Election Records regarding where to find information on public inspection of those records for districts who serve as custodians of their own election records.

BBD(LOCAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

HB 3033 authorizes the attorney general to require trustees to complete training on the Public Information Act if the attorney general finds that there has been a violation of the Act. Language is recommended to make clear that this training after a violation cannot be delegated to the district's Public Information Act coordinator.

BBFA(LOCAL)

ETHICS: CONFLICT OF INTEREST DISCLOSURES

Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

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CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

HB 3273, effective January 1, 2024, revised the Tax Code and requires a taxing unit, including a school district, to provide specific notice to property owners on its website. These provisions have been included in the Appraisal District Property Tax Database section of the policy.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been updated to indicate that a board that adopted an exemption for the 2022 tax year may not reduce the amount or repeal that exemption based on SB 2 from the second special session of the 88th Legislature. [See Homestead, Local Options.]

HB 4559, from the 88th regular session, increased the population range for certain districts to provide that the split payment option does not apply to the district's taxes collected by another taxing unit that has adopted that option. [See Split Payments, In Certain Counties.]

CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

HB 4559 increased the population threshold for determining a large municipality for provisions related to the appointment of reinvestment zone board members. [See Tax Increment Financing Act, Large Municipality.]

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EF(LOCAL) INSTRUCTIONAL RESOURCES

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EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

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EFA(LOCAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The enclosed policy regarding instructional materials is recommended to coordinate with the policy addressing library materials at EFB(LOCAL). The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the

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new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests. If the district would like to expand this list, please contact your policy consultant.

Please review the information at Formal Reconsideration, which specifies who will receive forms requesting the reconsideration of instructional material and who will appoint a reconsideration committee. If the policy needs to identify a different position for these responsibilities, please contact your policy consultant for assistance with revisions.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

EFB(LEGAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

EFB(LEGAL) has been revised to incorporate new library collection development standards adopted by the Texas State Library and Archives Commission (TSLAC), effective January 23, 2024. The policy includes a note regarding the Fifth Circuit Court of Appeals enjoinder and the resulting unenforceability of certain statutes related to library material. The TSLAC Library Collection Development Standards are not currently enjoined by the Fifth Circuit Court of Appeals.

EFB(LOCAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900. Please review the following information in your policy:

- The location of the form for formal reconsideration;
- The position title for the person responsible for appointing the reconsideration committee; and
- The number of days allocated for appointing the committee, providing the material for review to the committee, and completing the committee's final report.

If any information needs to be updated or if further revisions to the policy are needed, please contact your policy consultant for assistance.

EHBAA(LEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

A cross-reference to policy EHB has been included for additional requirements relating to the evaluation and identification process when dyslexia is a suspected disability. [See Determination of Initial Eligibility.]

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

The section on Supplemental Special Education Services (SSES) has been revised to reflect amended Administrative Code rules, effective April 18, 2023. The district is required to notify parents of SSES eligibility and related information during an ARD committee meeting.

A provision regarding an 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 has been removed. That requirement expired on September 1, 2023.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions have been made throughout this policy to reflect amended rules relating to emergent bilingual students.

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EHBJ(LLEGAL)

SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to this policy stem from amended Administrative Code provisions relating to innovative courses. The amended rules became effective February 18, 2024.

EKB(LLEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

Revisions have been made to remove language that does not require district action to aid in readability and clarity. Citations have also been updated based on rule changes.

FA(LLEGAL)

PARENT RIGHTS AND RESPONSIBILITIES

The cross-reference at Parental Rights relating to teaching materials has been updated to reflect the division of policy EF into EFA and EFB.

FFAC(LLEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

A section on Telehealth in Medicaid Covered Services has been added to provide guidance from Administrative Code rules specific to telehealth services authorized as Texas Medicaid covered services.

The section on opioid antagonists has been updated to reflect new rules effective November 1, 2023.

Changes have also been made to the section on epinephrine auto-injectors to reflect amended Administrative Code rules.

Citations throughout have been updated based on rule amendments.

FNG(LLOCAL)

STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

GBA(LLEGAL)

PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

A cross-reference regarding economic development negotiations under Government Code Chapter 403 has been added.

GF(LLEGAL)

PUBLIC COMPLAINTS

The division of policy EF into EFA and EFB necessitated an update to the cross-reference in this policy.

GF(LLOCAL)

PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

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GKA(LLEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Amendments to the Code of Federal Regulations necessitated changes to the section regarding operation of a small unmanned aircraft system.

GRA(LLEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

The Definitions section has been revised to reflect amended Administrative Code rules that include school resource officers and contracted police officers in the definition of "school personnel and volunteers."

Language has been added at Notice to School Personnel to provide direction if the superintendent is the individual alleged to have committed child abuse or neglect.

The Students Taken into Custody section has been updated to incorporate appropriate legal citations and improve clarity.

District Annual Report

The board shall publish an annual report describing the educational performance of the district and of each campus in the district that includes uniform student performance and descriptive information as determined under rules adopted by the commissioner of education. *Education Code 39.306(a)*

Texas Academic Performance Report (TAPR)

The performance report provided by the Texas Education Agency (TEA) under Education Code 39.306 shall be termed the Texas Academic Performance Report (TAPR). The intent of the TAPR is to inform the public about the educational performance of the district and of each campus in the district in relation to the district, the state, and a comparable group of schools. The TAPR will present the campus performance information as well as the student, staff, and financial information required by statute. It will also include any explanations and additional information deemed appropriate to the intent of the report.

The district may not alter the report provided by TEA. However, the district may concurrently provide additional information to the public that supplements or explains information in the TAPR.

19 TAC 61.1022(a)-(b), (e); Education Code 39.306(d)

Other Annual Report Information

The annual report must also include:

1. Campus performance objectives established under Education Code 11.253 and the progress of each campus toward those objectives, which shall be available to the public;
2. Information indicating the district's accreditation status and identifying each district campus awarded a distinction designation or considered an unacceptable campus under Education Code Chapter 39A;
3. The district's current special education compliance status with the agency;
4. A statement of the number, rate, and type of violent or criminal incidents that occurred on each district campus, to the extent permitted under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g);
5. Information concerning school violence prevention and violence intervention policies and procedures that the district is using to protect students;
6. The findings that result from evaluations conducted under the Safe and Drug-Free Schools and Communities Act of 1994 (20 U.S.C. 7101 et seq.);

7. Information received under Education Code 51.403(e) for each high school campus in the district, presented in a form determined by the commissioner; and
8. Progress of the district and each campus in the district toward meeting the goals set in the district's early childhood literacy and mathematics proficiency plans and college, career, and military readiness plans [see EA].

Education Code 39.306(a)

The report must include a statement of the amount, if any, of the district's unencumbered surplus fund balance as of the last day of the preceding fiscal year and the percentage of the preceding year's budget that the surplus represents. *Education Code 39.306(g)*

The report must also include the number of school counselors providing counseling services at each campus. *Education Code 39.306(d-1)*

The report may include the following information:

1. Student information, including total enrollment, enrollment by ethnicity, socioeconomic status, and grade groupings and retention rates;
2. Financial information, including revenues and expenditures;
3. Staff information, including number and type of staff by sex, ethnicity, years of experience, and highest degree held; teacher and administrator salaries; and teacher turnover;
4. Program information, including student enrollment by program, teachers by program, and instructional operating expenditures by program; and
5. The number of students placed in a disciplinary alternative education program (DAEP) under Education Code Chapter 37.

Education Code 39.306(e)

Supplemental information to be included in the reports shall be determined by the board. *Education Code 39.306(b)*

Public Hearing

The board shall hold a hearing for public discussion of the report. The board shall give notice of the hearing to property owners in the district and parents of and other persons standing in parental relation to a district student. The notice of hearing must include notice to a newspaper of general circulation in the district and notice to electronic media serving the district. *Education Code 39.306(c)*

	<p>A board shall hold a hearing for public discussion of the TAPR within 90 days after the report is received from TEA. The hearing may take place during a regularly scheduled or special meeting of the board. <i>19 TAC 61.1022(c)</i></p>
Publication	<p>The TAPR must be published within two weeks after the public hearing, in the same format as it was received from TEA. <i>19 TAC 61.1022(d)</i></p> <p>The board shall disseminate the report by posting it on the district website and in public places, such as each school office, local businesses, and public libraries. <i>Education Code 39.306(c); 19 TAC 61.1022(f)</i></p>
Report Uses	<p>The information in the annual report shall be a primary consideration in district and campus planning. It shall also be a primary consideration of the board in the evaluation of the performance of the superintendent, and of the superintendent in the evaluation of the performance of campus principals. <i>Education Code 39.307</i></p>
Campus Performance Report	<p>Each school year, TEA shall prepare and distribute to each district a report card for each campus. The campus report card distributed by TEA shall be termed the “school” report card (SRC). The intent of the SRC is to inform each student’s parents or guardians about the school’s performance and characteristics. The SRC will present the student, staff, financial, and performance information required by statute, as well as any explanations and additional information deemed appropriate to the intent of the report.</p>
Distribution	<p>The district must disseminate each SRC within six weeks after the SRC is received from TEA. The school may not alter the report provided by TEA; however, it may concurrently provide additional information to the parents or guardians that supplements or explains information in the SRC.</p> <p>The SRC must be distributed to the parent, guardian, conservator, or other person having lawful control of each student at the campus. On written request, a district shall provide a copy of the SRC to any other party.</p> <p>The campus administration may provide the SRC in the same manner it would normally transmit official communications to parents and guardians, such as including the SRC in a weekly folder sent home with each student, mailing it to the student’s residence, providing it at a teacher-parent conference, enclosing it with the student report card, or sending it via electronic mail.</p> <p><i>Education Code 39.305; 19 TAC 61.1021</i></p>

Website Notices

Not later than the 10th day after the first day of instruction of each school year, a district that maintains an internet website shall make the following information available:

1. The information in the most recent campus report card for each campus in the district;
2. The information contained in the most recent performance report for the district;
3. The most recent accreditation status and performance rating of the district; and
4. A definition and explanation of each accreditation status, based on commissioner rule.

Education Code 39.362

Student Performance Report

Each year, TEA shall report to a district whether each student fell below, met, or exceeded the necessary target for improvement necessary to be prepared to perform satisfactorily on, as applicable, the grade five assessments, the grade eight assessments, and the end-of-course assessments required for graduation. *Education Code 39.034, .302*

Notice to Parents

The district a student attends shall provide a record of the annual improvement information from TEA in a written notice to the student's parent or other person standing in parental relationship. If a student failed to perform satisfactorily on a state assessment, the district shall include in the notice specific information relating to access to online educational resources at the appropriate assessment instrument content level, including educational resources and assessment instrument questions and released answers. *Education Code 39.303*

Notice to Teachers and Students

A district shall prepare a report of the annual improvement information and provide the report at the beginning of the school year to:

1. Each teacher for all students, including incoming students, who took a state assessment; and
2. All students who were provided instruction by that teacher in the subject for which the assessment instrument was administered.

The report shall indicate whether the student performed satisfactorily or, if the student did not perform satisfactorily, whether the student met the standard for annual improvement.

Education Code 39.304

**Quality of Learning
Indicators**

The commissioner shall also adopt indicators of the quality of learning for the purpose of preparing performance reports. Performance on the indicators shall be evaluated in the same manner provided for evaluation of the achievement indicators under Education Code 39.053(c) [see Achievement Indicators, AIA].

The quality of learning indicators must include:

1. The percentage of graduating students who meet the course requirements for the foundation high school program, the distinguished level of achievement under the foundation high school program, and each endorsement described by Education Code 28.025(c-1) [see EIF];
2. The results of the SAT, ACT, and certified workforce training programs;
3. For students who have failed to satisfy the state standard on an assessment, the performance of those students on subsequent assessments, aggregated by grade level and subject area;
4. For each campus, the number of students, disaggregated by major student subpopulations, who take courses under the foundation high school program and take additional courses to earn an endorsement, disaggregated by type of endorsement;
5. The percentage of students, aggregated by grade level, provided accelerated instruction under Education Code 28.0211 [see EHBC] after unsatisfactory performance on a state assessment; the results of assessment instruments administered under the accelerated instruction program; the subject of the assessment instrument on which each student failed to perform satisfactorily under each performance standard; and the performance of those students in the subsequent school year on the state assessments;
6. The percentage of students of limited English proficiency exempted from the administration of an assessment;
7. The percentage of students in a special education program assessed through alternative assessment instruments;
8. The percentage of students who satisfy the college readiness measure;
9. The measure of progress toward dual language proficiency for students of limited English proficiency;

10. The percentage of students who are not educationally disadvantaged;
11. The percentage of students who enroll and begin instruction at an institution of higher education in the school year following high school graduation; and
12. The percentage of students who successfully complete the first year of instruction at an institution of higher education without needing a developmental education course.

Education Code 39.301(a)-(c)

Federal Report Card

A district that receives Title I funding shall prepare and disseminate an annual federal report card that includes information on the district as a whole and each school within the district.

Implementation

The federal report card shall be concise; presented in an understandable and uniform format, and to the extent practicable, in a language that parents can understand; and accessible to the public, which shall include placing the report card on the district's website. If the district does not operate a website, the information in the report card must be provided to the public in another manner determined by the district.

Minimum Requirements

The federal report card shall include the information required in the annual state report card described at 20 U.S.C. 6311(h)(1)(C), as applied to the district and each school served by the district, including:

1. In the case of the district, information that shows how students served by the district achieved on state academic assessments compared to students in the state as a whole;
2. In the case of a school, information that shows how the school's students' achievement on state academic assessments compared to students served by the district and the state as a whole; and
3. Any other information that the district determines is appropriate and will best provide parents, students, and other members of the public with information regarding the progress of each public school served by the district, whether or not such information is included in the annual state report card.

20 U.S.C. 6311(h)(2)

District Data on Academic Achievement

On request by the board, TEA shall create a website that members of the board may use to review campus and district academic achievement data. The website must also be made available to campuses in a similar manner that access is provided to the board.

The website must:

1. Include district information, disaggregated by campus, grade, sex, race, academic quarter or semester, as applicable, and school year, regarding the following:
 - a. Student academic achievement and growth;
 - b. Teacher and student attendance; and
 - c. Student discipline records; and
2. Be updated at least once each quarter of the school year.

The commissioner shall provide information that permits a board member to compare the district's academic performance with the academic performance of other districts of similar size and racial and economic demographics.

A district must provide requested information to the commissioner for the creation of the website. Confidential information received by the commissioner remains confidential. The commissioner shall design the website to ensure that public information is made available to the public, and information submitted by districts noted as confidential is not made available to the public.

A request for public information under this provision shall be submitted to the district that provides the agency with the information. TEA may not release information submitted by a district that is noted as confidential information.

Education Code 11.1516

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**Interventions and
Sanctions for School
Districts**

Grounds for
Commissioner
Action

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:

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:

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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 newspa-

pers 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*

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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

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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.

	<p>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.</p>
<p><i>Noncontracted Repurposed Campus</i></p>	<p>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.</p>
<p><i>Enrollment Provision in Contract</i></p>	<p>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.</p> <p><i>Education Code 39A.113; 19 TAC 97.1066</i></p>
<p>Targeted Technical Assistance</p>	<p>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. <i>Education Code 39A.114</i></p>
<p>Alternative Management</p>	<p>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. <i>19 TAC 97.1073</i></p>
<p>Solicitation of Proposals</p>	<p>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.</p> <p>The commissioner may appoint a school district to assume management of the campus if the district:</p> <ol style="list-style-type: none">1. Is not the district in which the campus is located; and2. Is located within the boundaries of the same regional education service center as the campus. <p>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.</p>

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

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<i>Cancellation of Management Contract</i>	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. <i>Education Code 39A.156</i>
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. <i>Education Code 39A.157</i>
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. <i>Education Code 39A.158</i>
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. <i>Education Code 39A.159</i>
Open Meetings and Public Information	With respect to the management of a campus by a managing entity: <ol style="list-style-type: none">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); and2. 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. <p><i>Education Code 39A.160</i></p>
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. <i>Education Code 39A.201</i>

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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**

ACE Turnaround
Plan

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)*

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 10-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 [repealed] 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 10 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 submitted to TEA concerning imposition of excessive paperwork requirements on classroom teachers; or
18. As the commissioner otherwise determines necessary.

Education Code 39.003(a), (c)

TEA shall adopt written procedures for conducting special 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(a)*

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 investigation subject to Education Code 39.003 and 39.004 (above). *19 TAC 102.1401(a)(1)*

Note: If the district is subject to a court order or other binding legal determination, the district shall conduct its elections in accordance with that court order or determination, applicable law, and this policy. To the extent of any conflict, the court order or other legal determination shall prevail. [See BBB(LOCAL)]

Eligibility

To be eligible to be a candidate for, or elected or appointed to, the office of school board member, a person must:

1. Be a United States citizen.
2. Be 18 years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable.
3. Have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.
4. Have not been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities [but see Ineligibility below].
5. Have resided continuously in the state for 12 months and in the territory from which the office is elected for six months immediately preceding the following date:
 - a. For an independent candidate, the date of the regular filing deadline for a candidate's application for a place on the ballot.
 - b. For a write-in candidate, the date of the election at which the candidate's name is written in.
 - c. For an appointee to an office, the date the appointment is made.
6. Be registered to vote in the territory from which the office is elected on the date described at item 5, above.

Election Code 1.020, 141.001(a); Gov't Code 601.009; Tex. Const. Art. XVI, Sec. 14

Qualified Voter

A person may not be elected trustee of an independent school district unless the person is a qualified voter. *Education Code 11.061(b)*

“Qualified voter” means a person who:

1. Is 18 years of age or older;

2. Is a United States citizen;
3. Has not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote;
4. Has not been finally convicted of a felony or, if so convicted, has fully discharged the person's sentence, including any term of incarceration, parole, or supervision, or completed a period of probation ordered by any court; or been pardoned or otherwise released from the resulting disability to vote;
5. Is a resident of this state; and
6. Is a registered voter.

Election Code 1.020, 11.002 [See Atty. Gen. Op. KP-0251 (2019) (concluding that the restoration of a convicted felon's qualification to vote under Election Code 11.002(a)(4)(A) after fully discharging a sentence does not restore the person's eligibility to hold public office under Election Code 141.001(a)(4))]

Residence

"Residence"
Defined

In the Election Code, "residence" means domicile, that is, one's home and fixed place of habitation to which one intends to return after any temporary absence. A person may not establish residence for the purpose of influencing the outcome of a certain election. A person does not lose the person's residence by leaving to go to another place for temporary purposes only. A person does not acquire a residence in a place to which the person has come for temporary purposes only and without the intention of making that place the person's home. A person may not establish a residence at any place the person has not inhabited. A person may not designate a previous residence as a home and fixed place of habitation unless the person inhabits the place at the time of designation and intends to remain. *Election Code 1.015*

Note: The issue of whether a candidate has satisfied residency requirements should be judicially determined. *State v. Fischer, 769 S.W.2d 619 (Tex. App.—Corpus Christi 1989, writ dismissed w.o.j.)*

Intent to Return

For purposes of satisfying the continuous residency requirement, a person who claims an intent to return to a residence after a temporary absence may establish that intent only if the person has made a reasonable and substantive attempt to effectuate that intent and has a legal right and practical ability to return to the residence. This does not apply to a person displaced from the person's residence

BOARD MEMBERS
ELIGIBILITY/QUALIFICATIONS

BBA
(LEGAL)

due to a declared local, state, or national disaster. *Election Code 141.001(a-1)-(a-2)*

Single-Member
Districts

A candidate for board member representing a single-member district must be a resident of the district the candidate seeks to represent. *Education Code 11.052(g)*

Ineligibility

A person is ineligible to serve as a member of the board of a district if the person has been convicted of a felony or an offense under Penal Code 43.021 (solicitation of prostitution). *Education Code 11.066*

Note: If the district is subject to a court order or other binding legal determination, the district shall conduct its elections in accordance with that court order or determination, applicable law, and this policy. To the extent of any conflict, the court order or other legal determination shall prevail. [See BBB(LOCAL)]

Tie Votes

Second Election

In an election requiring a plurality, if two or more candidates for the same office tie for the number of votes required to be elected, a second election to fill the office shall be held in accordance with the deadlines and other requirements of Election Code 2.002.

Other Options

Casting Lots

The tying candidates may agree to cast lots to resolve the tie. The agreement must be filed with the board. The board president shall supervise the casting of lots.

Withdrawal

A tying candidate may resolve the tie by filing with the board a signed and acknowledged written statement of withdrawal. On receipt of the statement, the remaining candidate is the winner, and a second election or casting of lots is not held.

Automatic Recount

If the tie is not resolved by casting lots or withdrawal, an automatic recount shall be conducted under Election Code Chapter 216 before the second election is held. If the recount resolves the tie, the second election is not held.

If the recount does not resolve the tie, the tied candidates may cast lots not later than the day before the date the board must order the second election under Election Code 2.002(b) or withdraw from the election not later than 5:00 p.m. of the day after the date the automatic recount is held.

Election Code 2.002

Runoff Election

In a district in which trustees are elected by majority vote under Education Code 11.057(c) [see BBB], if no candidate for a particular office receives the vote necessary to be elected, a runoff election for that office is required. *Election Code 2.021 et seq.*

If the candidates in a runoff election tie, an automatic recount shall be conducted under Election Code Chapter 216. If the recount does not resolve the tie, the tied candidates shall cast lots to determine the winner. The board president shall supervise the casting of lots. A tying candidate may resolve the tie by filing with the board president a signed and sworn to written statement of withdrawal. If the statement of withdrawal is received before the automatic recount is conducted, the remaining candidate is the winner, and the automatic recount is not conducted. If the statement of withdrawal

is received not later than 5:00 p.m. the day after the date the automatic recount is conducted, the remaining candidate is the winner, and a casting of lots is not held. *Election Code 2.028*

Ballot Order

The order of the candidates' names on the ballot of any resulting runoff election or election held to resolve a tie vote shall be the relative order of names on the original election ballot. *Election Code 2.002(d), 52.094(a)*

Recounts

The district shall conduct an authorized recount in accordance with Election Code Title 13. *Election Code 211.001*

A candidate in a board election may obtain an initial recount in an election if the difference in the number of votes received by the candidate and any candidate for the office who is shown by the election returns to be elected, tied, or entitled to a place on a runoff ballot, if applicable, is less than 10 percent of that candidate's number of votes, or the total number of votes received by all candidates for the office is less than 1,000. *Election Code 212.022*

A ground for obtaining an initial recount is not required to obtain an initial recount of electronic voting system results. A candidate may obtain an initial recount of electronic voting system results in an election only if the candidate is shown by the election returns not to be elected. *Election Code 212.0241*

An initial recount may not be conducted unless an authorized candidate submits a petition for the recount to the presiding officer of the local canvassing authority in accordance with Election Code Chapter 212, Subchapter B, accompanied by a deposit to cover the costs of the recount in accordance with Subchapter E. *Election Code 212.025, .026, .111*

Effect of Petition

The submission of a recount petition before a board completes its canvass does not delay the canvass for the office involved in the recount. The board shall make a notation on the tabulation of any office involved in a recount. The submission of a recount petition delays the issuance of a certificate of election and qualification for the office involved in the recount pending completion of the recount. A candidate may not qualify for an office involved in a recount before completion of the recount. This provision does not affect a candidate who has received a certificate of election and qualified for office before the submission of a recount petition involving the office. *Election Code 212.033, .0331*

Canvass Returns

General Rule

Except as provided below, a board shall convene to conduct the local canvass at the time set by the presiding officer not later than the 11th day after election day and not earlier than the later of:

1. The third day after election day;

2. The date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
3. The date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

Election Code 67.003(b)

November Election
— Even-Numbered
Years

For an election held on the date of the general election for state and county officers (the first Tuesday after the first Monday in November in even-numbered years under Election Code 41.002), the time for the canvass may be set not later than the 14th day after election day. *Election Code 65.051(a-1), 67.003(c)*

Quorum for
Canvass

Two members of a board constitute a quorum for purposes of canvassing an election.

At the time set for convening the board for the local canvass, the presiding officer shall deliver the sealed precinct returns to the board. The board shall open the returns for each precinct and canvass them as provided by Election Code 67.004.

Minutes

The presiding officer shall note the completion of the canvass in the minutes or in the recording required by the Open Meetings Act (Government Code 551.021). [See BE]

Election Code 67.004(a), (g)

**Internet Posting of
Election Results**

A district that holds an election and maintains an internet website shall post on its public internet website:

1. The results of each election;
2. The total number of votes cast;
3. The total number of votes cast for each candidate or for or against each measure;
4. The total number of votes cast by personal appearance on election day;
5. The total number of votes cast by personal appearance or mail during the early voting period; and
6. The total number of counted and uncounted provisional ballots cast.

The information described above must be:

1. Posted as soon as practicable after the election; and

2. Accessible without having to make more than two selections or view more than two network locations after accessing the internet website home page of the district.

Election Code 65.016(b), (c)

Qualifying for Office

Certificate of
Election

After the completion of a canvass, the presiding officer shall prepare a certificate of election for each candidate who is elected to an office for which the official result is determined by the board's canvass. A certificate of election must contain:

1. The candidate's name;
2. The office to which the candidate is elected;
3. A statement of election to an unexpired term, if applicable;
4. The date of the election;
5. The signature of the officer preparing the certificate; and
6. Any seal used by the officer preparing the certificate to authenticate documents that the officer executes or certifies.

The authority preparing a certificate of election shall promptly deliver it to the person for whom it is prepared, subject to the submission of a recount petition. [See Effect of Petition, above]

A certificate of election may not be issued to a person who has been declared ineligible to be elected to the office.

Election Code 67.016

*Certificate for
Unopposed
Candidate*

A certificate of election shall be issued to each unopposed candidate declared elected in the same manner and at the same time as provided for a candidate elected at the election. The candidate must qualify for the office in the same manner as provided for a candidate elected at the election. *Election Code 2.053(e)* [See BBBA regarding the election of an unopposed candidate.]

Officer's Statement

All elected and appointed board members, before taking the oath or affirmation of office and entering upon the duties of office, shall sign the required officer's statement. The statement shall be retained with the official records of the office. *Tex. Const. Art. XVI, Sec. 1(b), (c)*

Oath of Office

All elected and appointed trustees, before they enter upon the duties of the office, shall take the official oath or affirmation of office. Newly elected trustees shall file their official oaths with the board president. *Tex. Const. Art. XVI, Sec. 1(a); Education Code 11.061(a)*

The oath may be administered and a certificate of the fact given by the individuals listed at Government Code 602.002, including:

1. A judge, retired judge, or clerk of a municipal court.
2. A judge, retired judge, senior judge, clerk, or commissioner of a court of record.
3. A justice of the peace, retired justice of the peace, or clerk of a justice court.
4. A notary public.

Gov't Code 602.002

Election Records

Except as otherwise provided by the Election Code, a district shall preserve the precinct election records distributed to it for at least 22 months after election day. *Election Code 66.058(a)* [See CPC]

[For public inspection of election records when a district is the custodian of its election records, see Election Code 1.012(e)-(h).]

Destruction of
Records

After expiration of the prescribed period for preserving election records under the Election Code, the records may be destroyed or otherwise disposed of unless, at the expiration of the preservation period, an election contest or a criminal investigation or proceeding connected with the election is pending. In that case, the records shall be preserved until the contest, investigation, or proceeding is completed and the judgment, if any, becomes final. *Election Code 1.013*

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LOCAL)

**Public Information
Coordinator**

After Election or
Appointment

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

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Tax Rate Adoption

Maintenance Taxes

The board may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose. *Education Code 45.002, .003(a)*

*Restriction on
Maintenance Tax
Levy*

A district may not levy the district's maintenance taxes at a rate intended to create a surplus in maintenance tax revenue for the purpose of paying the district's debt service. *Education Code 45.0021(a)* [See Taxpayer Injunction, below]

Note: For information on the consequences of violating this restriction, see Education Code 45.0021(c)-(e). See also Taxpayer Injunction, below.

Exceptions

Education Code 45.0021 does not prohibit a district from:

1. Using a surplus in maintenance tax revenue to pay the district's debt service if the district's interest and sinking fund tax revenue is insufficient to pay the district's debt service due to circumstances beyond the district's control and the use of the surplus maintenance tax revenue to pay the district's debt service is necessary to prevent a default on the district's debt;
2. Paying a portion of the district's maintenance tax revenue into the tax increment fund for a reinvestment zone under Tax Code Chapter 311; or
3. Using money disbursed from the tax increment fund for a reinvestment zone under Tax Code Chapter 311 in accordance with the agreement entered into by the district with the governing body of the municipality or county that designated the zone under Tax Code 311.013(f).

Education Code 45.0021(f)

*Maintenance Tax
Rate
Components*

Tier One

A district's tier one maintenance and operations tax rate is the number of cents levied by the district for maintenance and operations that does not exceed the maximum compressed rate, as determined under Education Code 48.2551. *Education Code 45.0032(a)*

*Maximum
Compressed
Rate*

"MCR" is the district's maximum compressed rate, which is the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment to which the district is entitled under Education Code Chapter 48. The Texas Education Agency (TEA) shall calculate and make available school districts' maximum compressed rates.

Local appraisal districts, school districts, and the comptroller shall provide any information necessary to TEA to implement Education Code 48.2551.

Education Code 48.2551(a)(3), (d), (d-1)

School districts' maximum compressed maintenance and operations tax rates shall be calculated using locally certified property values and adjusted to estimate for exclusions under Government Code 403.302(d).

TEA will open a data collection from 12:01 a.m. on July 18 through 11:59 p.m. on August 1 for districts. Districts must submit the data specified in 19 Administrative Code 61.1000(c). TEA will use any available data to calculate MCR absent data collection submissions from a school district.

19 TAC 61.1000(b), (c), (h)

TEA will calculate and make available preliminary maximum compressed tier one tax rates to each district on or before August 5. If TEA receives an appeal of a preliminary MCR, TEA will issue a final determination to the district no later than August 31. If TEA does not receive an appeal of a preliminary MCR, the preliminary MCR automatically becomes a final MCR 10 calendar days following TEA's approval of the district's preliminary MCR. *19 TAC 61.1000(d)-(f)*

A district may appeal its preliminary MCR through the following process:

1. The TEA division responsible for MCRs must receive a written appeal no later than 10 calendar days after TEA's approval of the district's preliminary MCR. The appeal must include adequate evidence and additional information that supports the position of the district. Appeals received 11 calendar days or more after TEA approves a district's preliminary MCR will not be considered.
2. TEA will only consider appeals that would result in a change of the preliminary MCR.

19 TAC 61.1000(g); Education Code 48.2551(d-2)

Tier Two

A district's enrichment tax rate consists of:

1. Any cents of additional maintenance and operations tax effort, not to exceed eight cents over the maximum tier one tax rate; and

2. Any cents of additional maintenance and operations tax effort that exceeds the sum of the maximum tier one tax rate and the maximum number of cents permitted under item 1 above.

Education Code 45.0032(a), (b)

Districts Subject
to Disaster
Exception

For a district to which Tax Code 26.042(e) [see Disaster Exception to Election Requirement, below] applies, the amount by which the district's maintenance tax rate exceeds the district's voter-approval tax rate, excluding the district's current debt rate under Tax Code 26.08(n)(3) for the preceding year is not considered in determining a district's tier one maintenance and operations tax rate or the district's enrichment tax rate for the current tax year. *Education Code 45.0032(d)*

*Maximum Tax
Rate*

For any year, the maintenance tax rate per \$100 of taxable value adopted by the district may not exceed the rate equal to the sum of \$0.17 and the district's maximum compressed rate, as determined under Education Code 48.2551.

A rate that exceeds the maximum rate for the year in which the tax is to be imposed is void. A district with a tax rate that is void under this provision may, subject to requirements imposed by other law, adopt a rate for that year that does not exceed the specified maximum rate for that year.

Education Code 45.003(d), (e)

Districts with
2005 Tax Rate
over \$1.50

Notwithstanding any other law, a district that levied a maintenance tax for the 2005 tax year at a rate greater than \$1.50 per \$100 of taxable value in the district as permitted by special law [Art. 2784g Tex. Rev. Civ. Stat.] may not levy a maintenance tax at a rate that exceeds the rate per \$100 of taxable value that is equal to the sum of \$0.17 and the product of 66.67 percent multiplied by the rate of the maintenance tax levied by the district for the 2005 tax year, minus any amount by which \$1.00 exceeds the product of the state compression percentage, as determined under Education Code 48.255, multiplied by \$1.00. *Education Code 45.003(f)*

For a district described above, any cents of maintenance and operations tax effort that exceeds the maximum rate described at Maximum Tax Rate are not included in the district's tier one maintenance and operations tax rate or the district's enrichment tax rate and the district is not entitled to the guaranteed yield amount of state funds under Education Code 48.202 for those cents of tax effort. *Education Code 45.0032(c)*

Assessor and
Collector

The board may employ a person to assess or collect the district's taxes and may compensate the person as the board considers appropriate. This provision does not prohibit a district from providing

for the assessment or collection of the district's taxes under a method authorized by Tax Code Chapter 6, Subchapter B. *Education Code 45.231*

A district that used a method of selection for the 1994 tax year that was authorized by former Education Code Chapter 23, Subchapter F, may continue to use that method until the district uses another method authorized above. *Education Code 45.232*

The assessor and collector shall assess, collect, or assess and collect taxes, as applicable. *Tax Code 6.23(b)*

Collector's Bond

A district that has its own collector shall require the collector to give bond conditioned on the faithful performance of duties. The bond must be made payable to and be approved by the board in an amount determined by the board. The board may require a new bond at any time, and failure to give new bond within a reasonable time after demand is a ground for removal from office. The board may prescribe additional requirements for the bond.

A district whose taxes are collected by a person other than the district's own collector may require that person to give bond conditioned on the faithful performance of duties. The bond must be payable to, approved by, and paid for by the board in an amount determined by the board. The board may prescribe additional requirements for the bond.

A district shall pay the premium for a required bond from its general fund or as provided by intergovernmental contract.

Tax Code 6.29

Certified Estimate of Values

By April 30, the chief appraiser shall prepare and certify to the district's assessor an estimate of the taxable value of district property. *Tax Code 26.01(e)*

Appraisal Roll

By July 25, the chief appraiser shall prepare and certify to the assessor for the district that part of the appraisal roll that lists the property taxable by the district. The part certified to the assessor is the appraisal roll for the district.

If by July 20 the appraisal review board has not approved the appraisal records as required under Tax Code 41.12, the chief appraiser shall not later than July 25 prepare and certify to the assessor for a school district an estimate of the taxable value of property in the school district.

Tax Code 26.01(a)-(a-1)

By August 1 or as soon thereafter as practicable, the district's assessor shall submit to the board the district's appraisal roll, showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property.

By August 1 or as soon thereafter as practicable, a district's collector shall certify to the board the anticipated collection rate for the current year. If the collector certified an anticipated collection rate in the preceding year and the actual collection rate in that year exceeded the anticipated rate, the collector shall also certify the amount of debt taxes collected in excess of the anticipated amount in the preceding year.

Tax Code 26.04(b)

Designated
Employee/Officer to
Calculate Rates

After the district's assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district.

*Required
Calculation
Forms*

The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate.

*Calculation
Forms to County
Tax Assessor-
Collector*

As soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

Tax Code 26.04(c), (d-1), (d-3)

[See CE regarding the requirement to attach tax rate calculation forms as an appendix to a district's budget.]

Truth-in-Taxation
Requirements

Note: The *Truth in Taxation* website maintained by the Texas comptroller of public accounts offers [detailed guidance on setting local property tax rates for school districts](#).¹

*Meeting to Adopt
Budget*

When the budget has been prepared under Education Code 44.002, the board president shall call a meeting of the board for the purpose of adopting a budget for the succeeding tax year. The budget must be adopted before the adoption of the tax rate for the tax year in which the fiscal year covered by the budget begins. *Education Code 44.004(a), (g)* [See CE]

Published Notice

The board president shall provide for publication of notice of the budget and proposed tax rate meeting in a daily, weekly, or bi-weekly newspaper published in the district. If no daily, weekly, or biweekly newspaper is published in the district, the president shall provide for publication of notice in at least one newspaper of general circulation in the county in which the district's central adminis-

trative office is located. The notice shall be published not earlier than the 30th day or later than the 10th day before the date of the hearing.

Form and
Contents

The notice of public meeting to discuss and adopt the budget and the proposed tax rate may not be smaller than one-quarter page of a standard-size or a tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type and contain the information set out in Education Code 44.004(c) and (c-1).

The notice must include a statement that a district may not increase its maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

A notice is not valid if it does not substantially conform to the language and format prescribed by the comptroller.

Education Code 44.004(b)-(d)

Debt Service
Rate Decrease

If the published interest and sinking fund (debt service) rate decreases after the publication of the required notice, the president is not required to publish another notice or call another meeting to discuss and adopt the budget and the proposed lower tax rate. *Education Code 44.004(g-1)*

*Districts with
July 1 Fiscal Year*

Notwithstanding the provisions above, a district with a fiscal year beginning July 1 may use the certified estimate of the taxable value of district property in preparing the required notice if the district does not receive the certified appraisal roll on or before June 7. A district that uses a certified estimate may adopt a budget at the public meeting designated in the published notice prepared using the estimate, but the district may not adopt a tax rate before the district receives the certified appraisal roll for the district.

After receipt of the certified appraisal roll, a district must publish a revised notice and hold another public meeting before the district may adopt a tax rate that exceeds:

1. The rate proposed in the notice prepared using the estimate; or
2. The district's voter-approval rate determined under Tax Code 26.08 using the certified appraisal roll.

Education Code 44.004(h), (i)

Tax Rate Adoption
Requirements
Deadline

The board shall adopt a tax rate for the current tax year and shall notify the assessor of the tax rate adopted. [See Adoption of Tax Roll, below] The board must adopt a tax rate before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the district, except that the board must adopt a tax rate that exceeds the voter-approval tax rate not later than the

71st day before the next uniform election date that occurs in November of that year. [Note that Election Code 3.005(c) requires that an election to be held on a uniform date be ordered not later than the 78th day before election day; see Time for Election, below.]

The tax rate consists of two components, each of which must be approved separately. The components are:

1. The interest and sinking fund (debt service) rate calculated under Education Code 44.004(c)(5)(A)(ii)(b); and
2. The rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the district for the next year.

Tax Code 26.05(a)

Tax Date for
Certain Districts

A district that before January 1, 1989, has for at least 10 years followed a practice of adopting its tax rate at a different date than as provided by Tax Code Chapter 26 and of billing for and collecting its taxes at different dates than as provided by Chapters 31 and 33 may continue to follow that practice. This does not affect the dates provided by the Property Tax Code (Tax Code Title 1) for other purposes, including those relating to the appraisal and taxability of property, the attachment of tax liens and personal liability for taxes, and administrative and judicial review under Chapters 41 and 42.
Tax Code 26.135

Vote

A board may not impose property taxes in any year until it has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget. The vote on the ordinance, resolution, or order setting a tax rate that exceeds the sum of the district's no-new-revenue maintenance and operations tax rate and the district's current debt rate must be a record vote, and at least 60 percent of the members of the board must vote in favor of the ordinance, resolution, or order.

Motion

A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

*Language and
Internet Posting*

If the ordinance, resolution, or order sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the district that ex-

ceeds the amount of taxes imposed for that purpose in the preceding year the district must:

1. Include in the ordinance, resolution, or order in type larger than the type used in any other portion of the document:
 - a. The following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE"; and
 - b. If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(Insert amount)."; and
2. Include on the home page of any internet website operated by the district:
 - a. The following statement: "(Insert name of unit) ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE"; and
 - b. If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(Insert amount)."

Tax Code 26.05(b)

Adoption of Tax Roll On receipt of notice of the tax rate for the current tax year, the assessor for a district shall calculate the tax imposed on each property included on the appraisal roll for the district. The assessor shall enter the amount of tax in the appraisal roll and submit it to the board for approval. The appraisal roll with amounts of tax entered as approved by the board constitutes the district's tax roll.
Tax Code 26.09(a), (e)

Failure to Adopt Tax Rate If the board does not adopt a tax rate before the date required at Deadline above, the tax rate for the district for that tax year is the

lower of the no-new-revenue tax rate calculated for that tax year or the tax rate adopted by the district for the preceding tax year. A tax rate established by this provision is treated as an adopted tax rate. Before the fifth day after the establishment of a tax rate by this provision, the board must ratify the applicable tax rate in the manner set out at Tax Rate Adoption Requirements above. *Tax Code 26.05(c)*

Taxpayer Injunction

A person who owns taxable property in a district is entitled to an injunction restraining the collection of taxes by the district if the district has not complied with the requirements of Education Code 44.004(b), (c), (c-1), (c-2), and (d), and, if applicable, (i) [see above at Published Notice, including Form and Contents, and Districts with July 1 Fiscal Year, if applicable] and the failure to comply was not in good faith. An action to enjoin the collection of taxes must be filed before the date a district delivers substantially all of its tax bills. *Education Code 44.004(e)*

A person who owns taxable property is entitled to an injunction prohibiting the district in which the property is taxable from adopting a tax rate if the assessor or designated officer or employee of the district, the chief appraiser of the applicable appraisal district, or the district, as applicable, has not complied with the computation, publication, or posting requirements of Tax Code 26.04 or 26.16, 26.17, or 26.18 [see below at Tax Information to County, Appraisal District Property Tax Database, and Internet Posting of Tax Rate and Budget Information]. It is a defense in an action for an injunction under this provision that the failure to comply was in good faith. *Tax Code 26.04(g)*

A person who owns taxable property is entitled to an injunction restraining the collection of taxes by a district in which the property is taxable if the district has not complied with the requirements of Tax Code 26.04 and 26.05 [see above at Designated Employee/Officer to Calculate Rates and Tax Rate Adoption Requirements]. It is a defense in an action for an injunction under this provision that the failure to comply was in good faith. An action to enjoin the collection of taxes must be filed not later than the 15th day after the date the district adopts a tax rate. A property owner is not required to pay the taxes imposed by a district on the owner's property while an action filed by the property owner to enjoin the collection of taxes imposed by the district on the owner's property is pending. If the property owner pays the taxes and subsequently prevails in the action, the property owner is entitled to a refund of the taxes paid, together with reasonable attorney's fees and court costs. The property owner is not required to apply to the collector for the district to receive the refund. *Tax Code 26.05(e)*

	<p>A person who owns taxable property in a district is entitled to an injunction restraining the collection of taxes by the district if the district adopts a maintenance tax in violation of Education Code 45.0021(a) [see above at Restriction on Maintenance Tax Levy]. An action to enjoin the collection of taxes must be filed before the date a district delivers substantially all of its tax bills. <i>Education Code 45.0021(b)</i></p>
Tax Information to County	<p>A district shall provide to the county assessor-collector for each county in which all or part of district territory is located the district's adopted tax rate, maintenance and operations rate, debt rate, no-new-revenue tax rate, no-new-revenue maintenance and operations rate, and voter-approval tax rate for posting on the county's internet website. The district shall provide the information annually following the adoption of a tax rate by the district for the current tax year. <i>Tax Code 26.16(a)-(b)</i></p>
Appraisal District Property Tax Database	<p>The officer or employee designated by the board to calculate the no-new-revenue tax rate and the voter-approval tax rate for the district must electronically incorporate into the database created and maintained by the chief appraiser under Tax Code 26.17 the information required by Tax Code 26.17(e). <i>Tax Code 26.17(e)</i></p> <p>The assessor for the district shall post prominently on the district's internet website a notice informing each owner of property located in the appraisal district that the estimated amount of taxes to be imposed on the owner's property by each taxing unit in which the property is located may be found in the property tax database maintained by the appraisal district under Tax Code 26.17. The notice must include the elements required by Tax Code 26.04(e-2). <i>Tax Code 26.04(e-2)</i></p>
Internet Posting of Tax Rate and Budget Information	<p>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 in a format prescribed by the comptroller. <i>Tax Code 26.18</i> [See CE for required information]</p>
Election to Approve Tax Rate	<p>If the board adopts a tax rate that exceeds the district's voter-approval tax rate, the registered voters of the district at an election held for that purpose must determine whether to approve the adopted tax rate. <i>Tax Code 26.08(a), (n)</i></p> <p>[For information on conducting elections, see the BBB series.]</p>
Voter-Approval Tax Rate	<p>For purposes of Tax Code 26.08, the voter-approval tax rate of a district is the sum of the following:</p>

1. The rate per \$100 of taxable value that is equal to the district's maximum compressed tax rate for the current year;
2. The greater of:
 - a. The district's enrichment tax rate for the preceding tax year, less any amount by which the district is required to reduce the district's enrichment tax rate under Education Code 48.202(f) in the current tax year; or
 - b. The rate of \$0.05 per \$100 of taxable value; and
3. The district's current debt rate.

Tax Code 26.08(n)

Efficiency Audit

"Efficiency audit" means an investigation of the operations of a district to examine fiscal management, efficiency, and utilization of resources.

The board shall conduct an efficiency audit before seeking voter approval to adopt a tax rate for the maintenance and operations of the district at an election held for that purpose and may not hold an election without complying with this requirement.

The board may select the auditor that conducts the district's annual audit under Education Code 44.008 and may include the efficiency audit as part of the district's annual audit. [See CFC] A district must pay for the costs associated with an efficiency audit required under this provision. A district shall provide all documents, records, and personnel requested by the auditor as needed to conduct the audit in an efficient manner.

The board must select an auditor to conduct an efficiency audit not later than four months before the date on which the district proposes to hold an election to adopt a maintenance and operations tax rate. An auditor selected by the board must maintain independence from the district and complete the efficiency audit not later than three months after the date the auditor was selected.

Before an election at which a district seeks voter approval to adopt a tax rate, the board must hold an open meeting to discuss the results of the efficiency audit. Not later than 30 days before the date of the election, the results of an efficiency audit must be posted on the district's internet website.

Education Code 11.184

*Legislative
Budget Board
Guidelines*

The Legislative Budget Board (LBB) shall establish guidelines identifying the scope and areas of investigation of an efficiency audit, including identification of resources being used effectively and

efficiently and identification of cost savings or reallocations. The auditor selected by the board of a district must follow the guidelines established by the LBB under this provision. *Education Code 11.184(f)*

[Efficiency Audit Guidelines](#)² are found on the LBB website.

Disaster Exception
*To Efficiency
Audit
Requirement*

The board of a district all or part of which is located in an area declared a disaster area by the governor may hold an election to seek voter approval to adopt a maintenance and operations tax rate during the two-year period following the date of the declaration without conducting an efficiency audit otherwise required above. *Education Code 11.184(b-1)*

*To Election
Requirement*

When increased expenditure of money by a district is necessary to respond to a disaster, including a tornado, hurricane, flood, wildfire, or other calamity, but not including a drought, epidemic, or pandemic, that has impacted a district and the governor has requested federal disaster assistance for the area in which the district is located, an election is not required under Tax Code 26.08 to approve the tax rate adopted by the board for the year following the year in which the disaster occurs. A tax rate adopted under this provision applies only in the year for which the rate is adopted. *Tax Code 26.042(e)*

If a district adopts a tax rate under Tax Code 26.042(e) above, the amount by which that rate exceeds the district's voter-approval tax rate for that tax year may not be considered when calculating the district's voter-approval tax rate for the tax year following the year in which the district adopts the rate.

A district that in a tax year elects to adopt a tax rate that exceeds the district's voter-approval tax rate for that tax year without holding an election under Tax Code 26.042(e) above must specify the disaster declaration that provides the basis for authorizing the district to calculate or adopt a tax rate under that provision. A district that in a tax year specifies a disaster declaration as providing the basis for authorizing the district to adopt a tax rate under Tax Code 26.042(e) above may not in a subsequent tax year specify the same disaster declaration as providing the basis for authorizing the district to adopt a tax rate under that provision if in an intervening tax year the taxing unit specifies a different disaster declaration as the basis for authorizing the taxing unit to adopt a tax rate under that provision.

Tax Code 26.042(f)-(g)

Time for Election

The board shall order that the election be held in the district on the next uniform election date prescribed by Election Code 41.001 that

	<p>occurs after the date of the election order and that allows sufficient time to comply with the requirements of other law. <i>Tax Code 26.08(b)</i></p>
<i>Uniform Election Date</i>	<p>For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day before election day. <i>Election Code 3.005(c)</i> [See BBBA for other election procedures and requirements.]</p>
Proposition	<p>At the election, the ballots shall be prepared to permit voting for or against the proposition: "Ratifying the ad valorem tax rate of _____ (insert adopted tax rate) in (name of school district) for the current year, a rate that will result in an increase of _____ (insert percentage increase in maintenance and operations tax revenue under the adopted tax rate as compared to maintenance and operations tax revenue in the preceding tax year) percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$_____ (insert dollar amount of increase in maintenance and operations tax revenue under the adopted tax rate as compared to maintenance and operations tax revenue in the preceding tax year)". <i>Tax Code 26.08(b)</i></p> <p>In addition to any other requirement imposed by law for a proposition, including a provision prescribing the proposition language, a proposition submitted to the voters for approval of the imposition or increase of a tax shall specifically state the amount of or maximum tax rate of the tax or tax increase for which approval is sought. <i>Election Code 52.072(e)(1)</i></p> <p>Each proposition on the ballot must identify the name of the authority ordering the election on the measure. <i>Election Code 52.095(c)</i></p>
Election Outcome	<p>If a majority of the votes cast in an election favor the proposition, the tax rate for the current year is the rate that was adopted by the board. If the proposition is not approved, a board may not adopt a tax rate for the current year that exceeds the district's voter-approval tax rate. <i>Tax Code 26.08(c)-(d)</i></p>

¹ Truth-in-Taxation: Tax Rate Adoption:

<https://comptroller.texas.gov/taxes/property-tax/truth-in-taxation/index.php>

² LBB Efficiency Audit Guidelines: https://www.lbb.state.tx.us/Documents/Publications/Policy_Report/6365_HB3_Efficiency_Audit_Guidelines.pdf

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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 \$100,000 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)*

AD VALOREM TAXES
EXEMPTIONS AND PAYMENTS

CCGA
(LEGAL)

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). <i>Tax Code 11.26(g)</i>
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. <i>Tax Code 11.26(i)</i>
<i>Local Options</i> All Taxpayers	<p>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. <i>Tax Code 11.13(n)</i></p> <p>A board that adopted an exemption for the 2022 tax year may not reduce the amount of or repeal the exemption. The requirements in this paragraph expire December 31, 2027. <i>Tax Code 11.13(n-1)</i></p>
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.
<i>Amount</i>	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

Discounts

Option 1

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

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)*

<i>Rescission</i>	<p>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. <i>Tax Code 31.05(d)</i></p>
Split Payments	<p>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.</p> <p>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.</p> <p><i>Tax Code 31.03</i></p> <p>This payment option does not apply to taxes that are calculated too late for it to be available. <i>Tax Code 31.04(c)</i></p>
<i>In Certain Counties</i>	<p>The board of a district located in a county having a population of not less than 315,000 and not more than 351,000 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. <i>Tax Code 31.03(d)</i></p>
Installment Payments <i>Certain Homesteads</i>	<p>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. <i>Tax Code 31.031</i></p>
<i>Disaster or Emergency Area</i> Property Damaged — Automatic	<p>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.</p> <p>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.</p> <p><i>Tax Code 31.032</i></p>

Property Not Damaged — Board Option	<p>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.</p> <p>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.</p> <p><i>Tax Code 31.033; 34 TAC 9.3061(b), (c)</i></p>
Definitions	<p>“Disaster” has the meaning assigned by Government Code 418.004.</p> <p>“Emergency” means a state of emergency proclaimed by the governor under Government Code 433.001.</p> <p><i>Tax Code 31.032(g), .033(a); 34 TAC 9.3061(a)</i></p>
Services in Lieu of Paying Taxes	<p>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. <i>Tax Code 31.035, .036, .037</i></p>
<i>Persons 65 and Over</i>	<p>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. <i>Tax Code 31.035(a), (g)</i></p>
<i>Teaching Services</i>	<p>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:</p> <ol style="list-style-type: none">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/>

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**Tax Increment
Financing Act**

Board of Directors

Except as provided at Large Municipality below, each district that levies taxes on real property in a reinvestment zone designated by a county or municipality in accordance with the Tax Increment Financing Act, Tax Code Chapter 311, may appoint one member of the reinvestment zone board of directors if the district has approved the payment of all or part of the tax increment produced by the district into the tax increment fund for the zone. A district may waive its right to appoint a director. *Tax Code 311.009(a), (b)*

*Large
Municipality*

In a reinvestment zone designated by a municipality which is wholly or partially located in a county with a population of less than 2.1 million in which the principal municipality has a population of 1.1 million or more, each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to appoint a number of members to the board in proportion to the taxing unit's pro rata share of the total anticipated tax increment to be deposited into the tax increment fund during the term of the zone. *Tax Code 311.0091(a)-(c)*

Tax Increments
Amount

The amount of a district's tax increment for a year is the amount of property taxes levied and assessed by the district for that year on the captured appraised value of real property taxable by the district and located in a reinvestment zone or the amount of property taxes levied and collected by the district for that year on the captured appraised value of real property taxable by the district and located in a reinvestment zone. The board of the district shall determine which of the methods is used to calculate the amount of the district's tax increment.

"Captured
Appraised
Value"

The captured appraised value of real property taxable by a district for a year is the total taxable value of all real property taxable by the district and located in a reinvestment zone for that year less the tax increment base of the district.

"Tax Increment
Base"

The tax increment base of a district is the total taxable value of all real property taxable by the district and located in a reinvestment zone for the year in which the zone was designated under Tax Code Chapter 311.

Tax Code 311.012

*Collection and
Deposit*

Each district that taxes real property located in a reinvestment zone shall provide for the collection of its taxes in the zone as for any other property taxed by the district. Each district shall pay into the tax increment fund for the zone an amount equal to the tax increment produced by the district, less the sum of:

1. Property taxes produced from the tax increments that are, by contract executed before the designation of the area as a

reinvestment zone, required to be paid by the district to another political subdivision; and

2. A portion, not to exceed 15 percent, of the tax increment produced by the district as provided by the reinvestment zone financing plan or a larger portion as provided at Agreement Required below.

Tax Code 311.013(a)-(b)

Notwithstanding any termination of the reinvestment zone and unless otherwise specified by an agreement between the district and the municipality or county that created the zone, a district shall make the required payment not later than the 90th day after the later of the delinquency date for district property taxes or the date the municipality or county that created the zone submits to the district an invoice specifying the tax increment produced by the district and the amount the district is required to pay into the tax increment fund for the zone. A district is not required to pay into a tax increment fund the applicable portion of a tax increment attributable to delinquent taxes until those taxes are collected. *Tax Code 311.013(c), (i)*

A district whose taxable value is reduced under Government Code 403.302(d)(4) (determination of district property values by the comptroller) shall pay into the tax increment fund, in addition to the amount otherwise required to be paid, an amount equal to the amount by which the amount of taxes the district would have been required to pay into the fund in the current year if the district levied taxes at the rate the district levied in 2005 exceeds the amount the district is otherwise required to pay into the fund in the year of the reduction. This additional amount may not exceed the amount the district receives in state aid for the current tax year under Education Code 48.253 (additional state aid for tax increment financing payments). The district shall pay the additional amount after the district receives the state aid to which the district is entitled for the current tax year under Education Code 48.253. *Tax Code 311.013(n)*

*Agreement
Required*

A district is not required to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone designated under Tax Code 311.005(a) or in an area added to a reinvestment zone under Tax Code 311.007 unless the district enters into an agreement to do so with the governing body of the municipality or county that designated the zone. *Tax Code 311.013(f)*

A district that participates in a zone is not required to increase the percentage or amount of the tax increment to be contributed by the

district because of an amendment to the project plan or reinvestment zone financing plan for the zone unless the board by official action approves the amendment. *Tax Code 311.011(g)*

A district is not required to pay into the tax increment fund any of its tax increment produced from property located in an area added to the reinvestment zone under Tax Code 311.007(a) or (b) unless the board enters into an agreement to do so with the governing body of the municipality or county that created the zone. *Tax Code 311.013(k)*

If the governing body of the municipality or county that designated a reinvestment zone extends the term of all or a portion of the zone, a district is not required to participate in the zone or portion of the zone for the extended term unless the district enters into a written agreement to do so. *Tax Code 311.007(c)*

Notwithstanding the designation of a later termination date under Tax Code 311.017(a), a district that taxes real property located in the reinvestment zone is not required to pay any of its tax increment into the tax increment fund for the zone after the termination date designated in the ordinance or order creating the zone unless the board enters into an agreement to do so with the governing body of the municipality or county that created the zone. *Tax Code 311.017(a-1)*

Reinvestment Zone

Notwithstanding any other provision of Tax Code Chapter 312 to the contrary, the board, in the manner required for official action and for purposes of former Tax Code Chapter 313, Subchapter B or C [see Texas Economic Development Act below] or Government Code Chapter 403, Subchapter T [see Texas Jobs, Energy, Technology, and Innovation Act below], may designate an area entirely within the territory of the district as a reinvestment zone if the board finds that, as a result of the designation and the granting of a limitation on appraised value, for property located in the reinvestment zone, the designation is reasonably likely to:

1. Contribute to the expansion of primary employment in the reinvestment zone; or
2. Attract major investment in the reinvestment zone that would:
 - a. Be a benefit to property in the reinvestment zone and to the district; and
 - b. Contribute to the economic development of the region of this state in which the district is located.

The board may seek the recommendation of the commissioners court of each county and the governing body of each municipality

that has territory in the district before designating an area as a reinvestment zone.

Tax Code 312.0025

**Texas Jobs, Energy,
Technology, and
Innovation Act**

Note: The Texas Jobs, Energy, Technology, and Innovation Act, Government Code Chapter 403, Subchapter T, took effect on January 1, 2024.

The Act will expire on December 31, 2033. *Gov't Code 403.603*

The comptroller's rules enacted to implement the Act are found at 34 Administrative Code 9.5000-9.5012.

Definitions

Agreement

"Agreement" means an agreement to limit the taxable value for maintenance and operations ad valorem tax purposes of the district of eligible property used as part of an eligible project under Government Code 403.612.

Applicant

"Applicant" means a person that applies for, or enters into an agreement, including the person's assignees or successors-in-interest.

Eligible project

"Eligible project" means a project to construct or expand critical infrastructure or a new or existing:

1. Manufacturing facility;
2. Facility related to the provision of utility services, including an electric generation facility that is considered to be dispatchable;
3. Facility related to the development of natural resources; or
4. Facility engaged in the research, development, or manufacture of high-tech equipment or technology.

The term does not include a project to construct or expand a new or existing nondispatchable electric generation facility or electric energy storage facility.

Eligible property

"Eligible property" means property that is used as part of an eligible project that is wholly owned by an applicant or leased by an applicant under a capitalized lease and consists of:

1. A new building or expansion of an existing building, constructed after the date the agreement is entered into and located in an area designated as a reinvestment zone or as an enterprise zone at the time the agreement is entered into; or

2. Tangible personal property, other than inventory, first located in an area designated as a reinvestment zone or as an enterprise zone after the date the agreement pertaining to the project is entered into.

Incentive period “Incentive period” for an eligible project means the period prescribed by the agreement pertaining to the project during which the eligible property used as part of the project is subject to a limitation on taxable value.

Investment “Investment” means the costs incurred by an applicant to acquire or construct eligible property composing an eligible project, other than the cost of land or inventory.

Required job “Required job” means a job that an applicant commits to create or demonstrate in connection with an eligible project as prescribed by Government Code 403.604.

Gov’t Code 403.602(2), (3), (8), (9), (11), (13), (16)

Required Jobs and Investment To be eligible to enter into an agreement, an applicant for a limitation on taxable value of eligible property to be used for a proposed eligible project must agree to create the number of jobs and make the minimum investment applicable to the population of the county where the project is to be located as set out in Government Code 403.604(b).

If an eligible project is located in more than one county, the jobs and investment requirement applicable to the project is determined using the jobs and investment requirement applicable to the county with the smallest population in which any part of the project is located.

Each required job created in connection with an eligible project must be a new full-time job in this state and may not be transferred by the applicant from an existing facility or location in this state or otherwise created to replace an existing job, unless the applicant fills the vacancy caused by the transfer.

An applicant may demonstrate that the applicant has met the applicable minimum investment requirement by any reasonable means. The applicant is considered to have met the applicable minimum investment requirement if the most recent appraisal roll for the county used to determine the minimum investment requirement indicates that the appraised value of the eligible property composing the project as of January 1 of the second tax year of the incentive period prescribed by the agreement is equal to or greater than the minimum investment requirement applicable to the project.

Gov’t Code 403.604(b)-(e)

Taxable Value of
Eligible Property

The taxable value for school district maintenance and operations ad valorem tax purposes of eligible property subject to an agreement for each tax year of the incentive period prescribed by the agreement is equal to:

1. 50 percent of the market value of the property for that tax year; or
2. If the property is located in a qualified opportunity zone, 25 percent of the market value of the property for that tax year.

The taxable value of eligible property for school district maintenance and operations ad valorem tax purposes is zero for each tax year beginning with the tax year following the year in which the agreement pertaining to the property is entered into and ending December 31 of the tax year that includes the construction completion date for the applicable eligible project.

Gov't Code 403.605

Application

A person who proposes to construct an eligible project in a school district for which the person seeks a limitation on the taxable value for maintenance and operations ad valorem tax purposes of the district of the eligible property used as part of the proposed project must submit an application to the comptroller using the form prescribed by the comptroller.

An applicant must include with an application the following:

1. An application fee payable to the comptroller in an amount determined by the comptroller not to exceed an amount sufficient to cover the costs associated with the comptroller's evaluation of the application;
2. An application fee payable to the school district in an amount determined by the comptroller not to exceed \$30,000 to cover the costs associated with the district's evaluation of the application, including the cost of processing the application, retaining professional services, and, if applicable, creating a reinvestment zone or enterprise zone;
3. A map showing the site of the proposed project;
4. The economic benefit statement prepared under Government Code 403.608 [see Economic Benefit Statement below] in connection with the proposed project; and
5. A sworn affidavit stating that the applicant is not ineligible under Government Code 403.606 to submit the application.

The comptroller shall notify an applicant and the applicable school district when the applicant's application is administratively complete.

Gov't Code 403.607(a), (b), (d), (f)

Economic Benefit
Statement

An applicant shall submit an economic benefit statement with the applicant's application. The economic benefit statement must include the information required by Government Code 403.608(b).

Gov't Code 403.608(a)

Comptroller Action
on Application

The comptroller shall determine whether to recommend or not recommend for approval an application submitted to the comptroller. The comptroller shall recommend an application for approval if the comptroller makes the findings prescribed by Government Code 403.609(b). The comptroller may not recommend an application for approval if the comptroller is unable to make the required findings.

Not later than the 60th day after the date the comptroller determines that an application is complete, the comptroller shall take action regarding the application and provide written notice of the action to the governor, the school district in which the project is proposed to be located, and the applicant.

The comptroller shall send to the governor and the applicable school district a copy of the application and each document and item of information the comptroller relied on to recommend the application.

Gov't Code 403.609(a), (d), (e)

Governor Action on
Application

The governor shall, not later than the 30th day after the date the governor receives an application sent to the governor by the comptroller, consider the application and by official action determine whether the governor is agreeable to entering into the agreement that is the subject of the application.

The governor shall provide written notice of the governor's determination to the comptroller, the applicable school district, the oversight committee, and the applicant not later than the seventh day after the date the governor makes the determination.

Gov't Code 403.610

School District
Action on
Application

The board shall, not later than the 30th day after the date the district receives an application sent to the district by the comptroller, consider the application and by official action determine whether the district is agreeable to entering into the agreement that is the subject of the application.

Public Hearing

The board shall hold a public hearing on the application during the 30-day period.

The board must provide notice of the public hearing in the manner required by Government Code Chapter 551 (Open Meetings Act), except that the district must provide the notice not later than the 15th day before the date of the hearing.

The notice must contain:

1. The name of the applicant;
2. The name and location of the existing or proposed reinvestment zone or enterprise zone in which the eligible project that is the subject of the application is proposed to be located;
3. A general description of the proposed eligible project; and
4. The projected investment the applicant will make in the project.

The board shall provide written notice of the district's determination to the comptroller, the governor, and the applicant.

Gov't Code 403.611

Agreement

The governor, the board, and an applicant may enter into an agreement to limit the taxable value for maintenance and operations ad valorem tax purposes of the district of the eligible property used as part of an eligible project that is the subject of an application for which both the governor and the board have made a favorable determination.

*Required Terms,
Payment to
District Prohibited*

An agreement entered into between the governor, a school district, and an applicant pertaining to an eligible project shall contain the specifications and requirements of Government Code 403.612(b), including a provision that states that the applicant is prohibited from making a payment to the district related to the agreement.

Termination

The agreement must provide that:

1. The governor or the district is authorized to terminate the agreement if the applicant fails to comply with an applicable jobs or wage requirement of the agreement;
2. The governor or the district may not terminate the agreement until the party provides written notice to the applicant of the proposed termination;
3. The governor or the district must provide the applicant a 180-day period to cure and dispute the alleged failure, including through judicial action; and

4. In the event the agreement is terminated, the state shall recover from the applicant a penalty in an amount equal to all lost ad valorem tax revenue from the project and interest on that amount calculated as provided by Tax Code 111.060.

An agreement terminated is void, and all remaining obligations and benefits under the agreement and the Texas Jobs, Energy, Technology, and Innovation Act terminate on the date the agreement is terminated.

Modifications

The parties to an agreement may modify the terms of the agreement that do not materially modify the jobs or investment requirements prescribed by the agreement.

Submission to Comptroller

An agreement must be submitted to the comptroller not later than the seventh day after the date the agreement is entered into. A copy of the economic benefit statement applicable to the project that is the subject of the agreement must be attached to the agreement.

Gov't Code 403.612

Incentive Period

An incentive period pertaining to an eligible project is a period of 10 consecutive tax years specified in the agreement pertaining to the project. *Gov't Code 403.613*

Conflict of Interest

A person may not, directly or indirectly, represent, advise, or provide a service to both an applicant and a school district in connection with the same application submitted or agreement entered into. *Gov't Code 403.619*

Certain Benefits Prohibited

An employee or representative of a district, a member of the board, or any other person may not intentionally or knowingly solicit, accept, agree to accept, or require any payment of money or transfer of property or other thing of value, directly or indirectly, to the district, an employee or representative of the district, a member of the board, or any other person in recognition of, anticipation of, or consideration for approval of an agreement unless authorized by Government Code Chapter 403, Subchapter T.

An applicant, an employee or representative of the applicant, or any other person may not intentionally or knowingly offer, confer, agree to confer, or make a payment of money or transfer of property or other thing of value, directly or indirectly, to the governor or the school district, an employee or representative of the governor or the district, a member of the board, or any other person in recognition of, anticipation of, or consideration for approval of an agreement unless authorized by the law.

Gov't Code 403.620

Confidentiality of Certain Business Information	Information provided to the comptroller, the governor, or a district by an applicant that is a trade secret, as defined by Civil Practice and Remedies Code 134A.002, is confidential and not subject to disclosure under Government Code Chapter 552 (Public Information Act). <i>Gov't Code 403.621</i>
Texas Economic Development Act	<p>The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022. <i>Tax Code 313.007</i></p> <p>A limitation on appraised value approved under the Texas Economic Development Act before its expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value. <i>Tax Code 313.171</i></p>
Disclosure of Appraised Value Limitation Information	If a district maintains a generally accessible internet website, the district shall maintain a link on its internet website to the area of the comptroller's internet website where information on each of the district's agreements to limit appraised value is maintained. <i>Former Tax Code 313.0265(c), as continued in effect by Tax Code 313.171</i>
Property Redevelopment and Tax Abatement Act	On or after September 1, 2001, a school district may not enter into a tax abatement agreement under Tax Code Chapter 312. <i>Tax Code 312.002(f)</i>

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].

General

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.

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.

Levels of Exercises

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 emer-

gency. 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.

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.

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.

Types of Drills

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.

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.

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.

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.

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 drill (for either severe weather or hazmat) — One per school year.
5. Fire evacuation drill — Districts should consult with the local authority having jurisdiction (e.g., fire marshal) and comply with its requirements and recommendations. If a district does not have a local authority, 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 are more complex than drills. It is recommended that school systems start with discussion-based exercises and work up to operation-based exercises. 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

An active threat exercise is defined as any exercise that includes a simulated active aggressor or an active shooter simulation.

Not Mandatory

Districts are not required to conduct active threat exercises.

19 TAC 103.1211(a), (b)

Requirements

A district that elects to conduct an active threat exercise shall do so in accordance with Education Code 37.1141 and 19 Administrative Code 103.1211.

The district shall consider using a discussion-based tabletop exercise [see Levels of Exercises, above] to achieve the purpose, goals, and objectives of the exercise rather than using an operations-based, a functional, or a full-scale active threat exercise.

Before a district may conduct an active threat exercise, including an active shooter simulation, the district shall ensure the following:

Adequate Notice

If conducting an operations-based, a functional, or a full-scale exercise, the district shall 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.

To be considered adequate notice, notice shall be provided and posted at least two weeks prior to the exercise.

The notice shall include:

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.

The notice shall be provided to parents in the parents' native language to the greatest extent practicable.

Announcement

The district shall 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.

First Responders The district shall ensure that first responder organizations that would likely respond in the event of a false report or alarm are notified regarding the exercise.

Safe Zone The district shall ensure that 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.

The requirement for creating a safe zone 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.

Content The 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.

The district shall 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, including law enforcement personnel;
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;

Noninstructional Time

The district shall conduct the exercise during noninstructional time when nonparticipants are not present in the facility. Additionally, the district must require that:

1. If a student participates in the exercise, which is discouraged, the student is in grade 9 or higher and participates only if it provides the student with an educational benefit;
2. All participants (students and staff) opt in rather than opt out of the exercise. A student participant must have written permission to opt in from the parent or guardian of the student;
3. Exercise participants be permitted to withdraw from the exercise at any time, before or during the exercise, using a predetermined method of withdrawal; and
4. The exercise is organized, conducted, and overseen by law enforcement, first responders, or emergency management personnel. The district or one of its schools shall play a critical role in exercise coordination, overall function, and use of the facility.

After-Action Review

The district shall conduct an after-action review of the exercise to determine the extent to which the exercise achieved key planning objectives, to include ensuring:

1. Incident command and control structures work as intended in accordance with the district's multihazard emergency operations plan;
2. Two-way communications work as intended with emergency first responders in accordance with the district's multihazard emergency operations plan; and
3. Emergency notification systems (e.g., voice calls, text messages, and email notifications) work as intended.

Data Collection

The district shall ensure that data regarding the efficacy and impact of the exercise will be tracked, including any feedback regarding

the exercise from students, staff, or family members of students and staff. Data shall be collected and submitted to the TxSSC using the methods developed by the TxSSC.

19 TAC 103.1211(c); Education Code 37.1141

**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 (DSHS) 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, DSHS recommends the guidelines entitled "Nonmandatory 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.

**Notice Regarding
Violent Activity**

The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of District police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and
Duties

Each District police officer shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, each District police officer shall:

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

	<p>A District police officer shall not be assigned routine classroom discipline or administrative tasks.</p>
<p>Limitations on Nonschool Employment</p>	<p>No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent. Each District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while working off-duty or temporarily assigned to another agency.</p>
<p>Relationship with Outside Agencies</p>	<p>The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into memoranda of understanding and other appropriate interlocal agreements that outline reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memoranda of understanding and other agreements at least once every year. All such agreements shall be approved by the Board.</p>
<p><i>Interlocal Agreement for Mutual Aid</i></p>	<p>While operating pursuant to an interlocal agreement for mutual aid or other support for another law enforcement agency, each District police officer shall perform the duties and have the authorities set out in the agreement, including enforcing all laws within the other agency's jurisdiction.</p>
<p>Video Monitoring</p>	<p>If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.</p>
<p><i>Access to Recordings</i></p>	<p>Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]</p>
<p>Training</p>	<p>Each District police officer shall receive at least the minimum amount of education and training required by law.</p>
<p>Department Regulations Manual</p>	<p>To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.</p>

<i>Racial Profiling</i>	The chief of police shall develop and implement regulations to ensure compliance with laws regarding racial profiling. A District police officer shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<i>High-Speed Pursuit</i>	A District police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.
Complaints	<p>Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint.</p> <p>Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.</p> <p>[See CKE(LEGAL) and CKEA(LEGAL)]</p>

Note: For general provisions applicable to district security personnel, including district peace officers, see CKE.

“Commissioned security officer” is a security officer under Occupations Code Chapter 1702 authorized by the Department of Public Safety (DPS) to carry a firearm and operating in compliance with 37 Administrative Code Chapter 35, Subchapter F.

Security Services Contractor

For the purposes of providing security personnel, the board may contract with a licensed security services contractor for the provision of a commissioned security officer who has completed the Level II or III training course required by DPS.

Education Code 37.081; Occupations Code 1702.002; 37 TAC 35.81-.83

Employed by the District

A district may not employ a commissioned security officer unless it provides notice to DPS in the form prescribed by the Public Safety Commission of:

1. The district’s intent to employ a commissioned security officer and register with DPS;
2. The name, title, and contact information of the person serving in the district as the contact for DPS; and
3. Any change in the information provided above.

Occupations Code 1702.181

The provisions of Occupations Code Chapter 1702 relating to security officer commissions apply to a person employed by a district whose duties include serving as a security guard, security watchman, or security patrolman on property owned or operated by the district if the board files a written request with DPS to issue a commission to the district’s employees with those duties.

The commission expires at the time the officer’s employment as a security officer by the district is terminated.

Occupations Code 1702.321

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)*

Additional State Aid

*State-Approved
Instructional
Materials*

For each student enrolled in the district, a school district is entitled to additional state aid for each school year in an amount equal to \$40, or a greater amount provided by appropriation, to procure instructional material that has been reviewed by the Texas Education Agency (TEA); placed on the State Board of Education (SBOE) list of approved instructional materials; designated by the SBOE as being included or capable of being included in an instructional materials parent portal; and acquired from a publisher, manufacturer, or other entity that has not been found to violate Education Code 31.151. *Education Code 48.307(a)*

*Open Education
Resource (OER)
Instructional
Materials*

Subject to Education Code 31.0751 (OER transition plan), a district is entitled to additional state aid for each school year in an amount not to exceed \$20 for each student for the costs incurred or for which the district is obligated to pay during the school year in which the aid is provided for the printing and shipping of OER instruc-

	<p>tional material made available under Education Code Chapter 31, Subchapter B-1. <i>Education Code 48.308(a)</i></p>
<p>Allotment Adjustment <i>Change in Enrollment</i></p>	<p>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. <i>Education Code 31.0211(e)</i></p>
<p><i>High Enrollment Growth</i></p>	<p>Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. <i>Education Code 31.0214(a)</i></p>
<p>Permitted Expenditures</p>	<p>The allotment funds may be used to purchase or pay for:</p> <ol style="list-style-type: none">1. Instructional materials, regardless of whether the instructional materials are on the list of approved instructional materials maintained by the SBOE under Education Code 31.022;2. Consumable instructional materials;3. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;4. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;5. Supplemental instructional materials;6. OER instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;7. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;8. Technological equipment necessary to support the use of any instructional materials purchased with an allotment under this provision;9. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of instructional materials;

10. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;
11. Training educational personnel directly involved in student learning in the appropriate use of instructional materials and for providing for access to technological equipment for instructional use;
12. Training personnel in the electronic administration of assessment instruments;
13. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning; and
14. 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 necessary to facilitate internet access.

The allotment funds may not be used to purchase instructional material that contains obscene or harmful content or would otherwise cause the district to which the funds were allotted to be unable to submit the certification required under Education Code 31.1011(a)(1)(B) [see Certification of Instructional Materials, below].

Education Code 31.0211(c), (f)

*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 both the long-term cost of ownership of the technological equipment and flexibility for innovation.

Education Code 31.0211(d)

**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.

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.

A district shall provide to TEA the title and publication information for any instructional materials requisitioned or purchased by the district with the district's instructional materials and technology allotment.

Education Code 31.0212(a)-(d)

Purchasing Method

A district is not required to use a method provided by Education Code 44.031(a) to purchase instructional materials that have been reviewed by TEA and included on the list of approved instructional materials maintained by the SBOE. *Education Code 31.102(d)*

Requisitions, Use, and Distribution

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*

Online Requisition Program

A district shall make a requisition for instructional materials using the online requisition program maintained by the commissioner. A district may requisition instructional materials 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)*

OER Instructional Materials

A district may adopt OER instructional material at any time. Except as otherwise provided by the Education Code, the commissioner may not require a district to adopt or use an OER instructional material. A district may not be charged for a cost associated with the selection of an OER instructional material, except for the cost of printing copies of the material. *Education Code 31.073(a), (c)-(d)*

OER Transition Plan

To qualify for additional state aid under Education Code 48.308 the board must adopt an OER instructional material transition plan to assist classroom teachers in the district who will be using an OER instructional material in a specific subject or grade level for which the teacher has not previously used an OER instructional material.

The plan must ensure that OER instructional materials are used in a manner that maintains the instructional flexibility of a classroom teacher to address the needs of each student.

A district that participates in the program developed and maintained by TEA under Education Code 31.0752 is not required to adopt a transition plan under this provision.

Education Code 31.0751

TEA Assistance
Program

TEA shall develop and maintain a program to assist school districts in adopting and using OER instructional material. Education Code 31.0752

Requisition

A district that selects OER 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)

Parent Portal

An entity that hosts an instructional materials parent portal must comply with requests regarding parental access to the portal made by a district in compliance with Education Code 31.154 or Education Code 26.006 [see EFA]. *Education Code 31.154(e)*

[For more information regarding the requirements for certain entities that supply instructional materials to host a parent portal, see Education Code 31.154.]

**Bilingual
Instructional
Materials**

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. *Education Code 31.029*

**Certification of
Instructional
Materials**

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that the district:

1. For each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level:
 - a. 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; and

- b. In the provision of instructional materials, the district protects students from obscene or harmful content as necessary for compliance with the Children's Internet Protection Act (Pub. L. No. 106-554) [see CQ], Education Code 28.0022 [see EMB], Penal Code 43.22, and any other law or regulation that protects students from obscene or harmful content [see EFA]; and
2. The district used money allocated to the district or school under the instructional materials and technology allotment only for purposes allowed under Education Code 31.0211.

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. Instructional materials developed, purchased, or otherwise acquired by the district; and
3. OER instructional materials and other electronic instructional materials included in the repository under Education Code 31.0722.

Education Code 31.1011

Annual Report

Each district shall annually report to TEA information regarding the instructional materials used by the district during the previous school year, including the cost of each material. *Education Code 31.1012*

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 OER instructional material that a district does not intend to use for another student is distributed, the printed copy of the OER instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of OER instructional material.

Education Code 31.104(c), (g)-(h)

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 OER instructional material.

Education Code 31.104(d), (e), (h) [See also EFA]

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 OER instructional material. *Education Code 31.104(b)*

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

Note: For information regarding security breaches, see CQB.
For record retention requirements under specific statutes, see the applicable policy code.

Definitions

- Custodian** “Custodian” means the appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records. *Local Gov’t Code 201.003(2)*
- Disposition** “Disposition” means final processing of local government records by archival transfer under Local Government Code 203.049 or destruction under Local Government Code 202.001 or Government Code 441.0945. *13 TAC 7.71(5)*
- Electronic Record** “Electronic record” means any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in Local Government Code 201.003(8), below. *13 TAC 7.71(6)*

Note: Additional definitions related to standards and procedures for management of electronic records are found in 13 Administrative Code 7.71.

- Electronic Records System** “Electronic records system” means any information system that produces, manipulates, and stores local government records by using a computer. *13 TAC 7.71(7)*
- Electronic Storage Media** “Electronic storage media” means all physical media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media. *13 TAC 7.71(8)*
- Essential Record** “Essential record” means any local government record necessary to the resumption or continuation of district operations in an emergency or disaster, to the re-creation of the legal and financial status of the district, or to the protection and fulfillment of obligations to the people of the state. *Local Gov’t Code 201.003(5)*
- Local Government Record** “Local government record” means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a district or any of its officers or employees, pursuant to law, including an ordinance, or in the transaction of public business. The term does not include:

1. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the district;
2. Notes, journals, diaries, and similar documents created by an officer or employee of the district for the officer's or employee's personal convenience;
3. Blank forms, stocks of publications, or library and museum materials acquired solely for the purposes of reference or display;
4. Copies of documents in any media furnished to members of the public to which they are entitled under Government Code Chapter 552 (Public Information Act) or other state law; or
5. Any records, correspondence, notes, memoranda, or documents, other than a final written agreement described by Government Code 2009.054(c), associated with a matter conducted under an alternative dispute resolution procedure in which personnel of a district participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

Local Gov't Code 201.003(8)

Permanent Record	"Permanent record" or "record of permanent value" means any local government record for which the retention period on a records retention schedule issued by the Texas State Library and Archives Commission (TSLAC) is given as permanent. <i>Local Gov't Code 201.003(10)</i>
Records Control Schedule	"Records control schedule" means a document prepared by or under the authority of a records management officer listing the records maintained by a district, their retention periods, and other records disposition information that the records management program in each district may require. <i>Local Gov't Code 201.003(12)</i>
Records Management	"Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems. <i>Local Gov't Code 201.003(13)</i>

Records
Management
Officer

“Records management officer” means the person designated under Local Government Code 203.025 as the records management officer. [See Designation, below] *Local Gov’t Code 201.003(14)*

Records Retention
Schedule

“Records retention schedule” means a document issued by TSLAC under authority of Government Code Chapter 441, Subchapter J, establishing mandatory retention periods for local government records. *Local Gov’t Code 201.003(15)*

Retention Period

“Retention period” means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction. *Local Gov’t Code 201.003(16)*

Third-Party
Custodians

“Third-party custodians” means parties with which a district may contract for services who are temporarily responsible for the maintenance of local government records, other than an interlocal contract under Local Government Code 203.025(f). *13 TAC 7.71(16)*

**Board’s
Responsibilities**

The board shall:

1. Establish, promote, and support an active and continuing program for the efficient and economical management of all local government records;
2. Cause policies and procedures to be developed for the administration of the program under the direction of the records management officer;
3. Facilitate the creation and maintenance of local government records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the district and designed to furnish the information necessary to protect the legal and financial rights of the district, the state, and persons affected by the district’s activities;
4. Facilitate the identification and preservation of local government records that are of permanent value;
5. Facilitate the identification and protection of essential local government records; and
6. Cooperate with TSLAC in its conduct of statewide records management surveys.

Local Gov’t Code 203.021

District’s Duties

Each district shall:

1. Submit to the director and librarian of TSLAC the name of the district's records management officer and the name of the new officer in the event of a change;
2. File a plan or an ordinance or order establishing a records management program and any amendments to the plan or ordinance or order with the director and librarian;
3. Notify TSLAC at least 10 days before destroying a local government record that does not appear on a records retention schedule issued by TSLAC; and
4. File with the director and librarian a written certification as provided by Local Government Code 203.041 that the district has prepared a records control schedule that:
 - a. Establishes a retention period for each local government record as required by Local Government Code Chapter 203, Subchapter C; and
 - b. Complies with a local government records retention schedule distributed by the director and librarian under Government Code 441.158 and any other state and federal requirements.

Gov't Code 441.169

Minimum
Requirements for
Electronic Records

Each district must:

1. Manage electronic records according to the district's records management program and records retention schedule regardless of format, system, or storage location;
2. Maintain ownership and responsibility for electronic records regardless of where the record originates or resides, including, but not limited to, external electronic records systems, third-party custodians, and social media platforms;
3. Develop and maintain up-to-date documentation about electronic records systems and storage media adequate to identify, retain, read, process, or migrate electronic records and ensure the timely, authorized final disposition of electronic records;
4. Ensure that electronic records remain readily retrievable and readable for as long as they are maintained by the district through migration or by maintaining any software, hardware, and documentation required to retrieve and read the electronic records;

5. Maintain descriptive and technical metadata required for electronic records to maintain and retain reliability, including metadata necessary to adequately support the usability, authenticity, or integrity as well as the preservation of a record;
6. Preserve the authenticity, integrity, reliability, and usability of the records;
7. Ensure that electronic records are readily retrievable and readable independently of other records in the database management system, electronic records system, or electronic storage media;
8. Ensure that system backups that are required for disaster recovery are not used to satisfy records retention requirements unless indexed to ensure usability and are tested on a regular basis; and
9. Require all third-party custodians of records to provide the district with descriptions of their business continuity and/or disaster recovery plans pertaining to the protection of the district's essential records.

Any technology for electronic records developed, used, or acquired by a district must support the district's ability to meet the minimum requirements in 13 Administrative Code 7.74(a) to preserve and make readily retrievable and readable any electronic record or to extract or migrate the record in as complete a form as possible for its full retention period.

13 TAC 7.74

Security of
Electronic Records

Districts must implement and maintain an electronic records security program for office and storage areas that complies with 13 Administrative Code 7.75.

Note: The district's duties regarding maintenance of electronic storage media are set out in 13 Administrative Code 7.76. The minimum requirements for all electronic records systems are found in 13 Administrative Code 7.77.

**Custodians of
Records**

District custodians of records shall:

1. Cooperate with the records management officer in carrying out the policies and procedures established by a district for the efficient and economical management of records and in carrying out the requirements of Local Government Code Title 6, Subtitle C;

2. Adequately document the transaction of district business and the services, programs, and duties for which they and their staff are responsible; and
3. Maintain the records in their care and carry out the preservation, microfilming, destruction, or other disposition of the records only in accordance with the policies and procedures of the district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it.

Local Gov't Code 203.022

**Records
Management Officer**

Designation

The board shall designate a records management officer by designating an individual or designating an office or position, the holder of which shall be the records management officer.

The name, office, or position of the records management officer shall be entered on the minutes of the board. The name or the name and office or position of the records management officer shall be filed by the records management officer with the director and librarian of TSLAC within 30 days after the date of the designation.

The designation of a new individual or a new office or position shall be entered on the minutes and reported to TSLAC in the same manner as the original designation.

If the order designating a records management officer designates an office or position rather than an individual, a new holder of that office or position must file the holder's name with TSLAC within 30 days after the date of assuming the office or position.

Local Gov't Code 203.025(a)-(e)

Duties

The district's records management officer shall:

1. Assist in establishing and developing policies and procedures for a district's records management program;
2. Administer the records management program and provide assistance to custodians for the purposes of reducing costs and improving recordkeeping efficiency;
3. In cooperation with the custodians of the records:
 - a. Prepare the records control schedules and amended schedules required by Local Government Code 203.041 and the list of obsolete records as provided by Local Government Code 203.044;

- b. Identify and take adequate steps to preserve local government records of permanent value;
 - c. Identify and take adequate steps to protect essential local government records;
 - d. Ensure that the maintenance, preservation, microfilming, destruction, or other disposition of records is carried out in accordance with a district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it;
4. Disseminate to the board and custodians of records information concerning state laws, administrative rules, and government policies relating to local government records; and
 5. In cooperation with the custodians of records, establish procedures to ensure that the handling of records in any context of the records management program is carried out with due regard for the duties and responsibilities of custodians that may be imposed by law and the confidentiality of information in records to which access is restricted by law.

Local Gov't Code 203.023

Electronic Records
Management
Practices

District records management officers, in conjunction with the board, shall approve and institute written policies and procedures that communicate the district's approach for electronic records management practices that ensure electronic records maintain and retain reliability, usability, integrity, and authenticity.

A district's policies and procedures must:

1. Establish a component of the district's active and continuing records management program to address the management of electronic records created, received, retained, used, transmitted, or disposed of electronically, including electronic records maintained or managed by third-party custodians or other external entities;
2. Integrate the management of electronic records into existing records and information resources management programs;
3. Incorporate electronic records management objectives, responsibilities, and authorities;
4. Address electronic records management requirements, including retention requirements and final disposition;
5. Address the use of new technologies through regular media and format conversion, recopying, reformatting, and other

necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods and final disposition; and

6. Ensure transparency by documenting, in an open and verifiable manner, the processes and activities carried out in the management of electronic records.

A district's policies and procedures must ensure information that must be protected from unauthorized use or disclosure is appropriately protected as required by applicable law, regulation, or other applicable requirement

13 TAC 7.73

**Records
Management
Program**

A board by ordinance or order shall establish a records management program to be administered by the records management officer. The ordinance or order must provide methods and procedures to enable the board, custodians, and the records management officer to fulfill the statutory duties and responsibilities concerning management and preservation of records. The ordinance or order may prescribe any policies or procedures for the operation of the records management program that are consistent with the requirements of Local Government Code Title 6, Subtitle C rules adopted under it. A copy of the ordinance or order must be filed by the records management officer with TSLAC within 30 days after the date of its adoption. *Local Gov't Code 203.026(a)-(c)*

**Electronic Records
Management**

The board and its records management officer, in cooperation with other employees of the district, must:

1. Administer a program for the management of records created, received, maintained, used, or stored on electronic media;
2. Integrate the management of electronic records with other records and information resources management programs;
3. Incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;
4. Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;
5. Make training available for users of electronic records systems that addresses:
 - a. The operation, care, and handling of the equipment, software, media, and information contained in the system; and

- b. Records management concepts and applicable requirements, including any records management issues as they relate to item 5a;
6. Develop and maintain up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics necessary for reading or processing the records and the timely, authorized disposition of records; and
7. Specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.

13 TAC 7.72(c)

**Records Control
Schedules**

The records management officer shall:

1. Prepare a records control schedule listing the following records and establishing a retention period for each:
 - a. All records created or received by the district;
 - b. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has not expired; and
 - c. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has expired but which will not be destroyed; and
2. File with the director and librarian a written certification of compliance that the district has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by TSLAC.

**Amendment of
Schedules**

The records management officer shall review the district's records control schedules and prepare amendments to the schedules as needed to reflect new records created or received by the district or revisions to retention periods established in a records retention schedule issued by TSLAC. The records management officer shall file with the director and librarian a written certification of compliance that the district has amended the records control schedules to comply with the minimum requirements established on records retention schedules issued by TSLAC.

The board shall require in the ordinance or order establishing the records management program the review or approval of a records

control schedule or amended schedule by the officers of the district as it considers necessary.

Local Gov't Code 203.041

Retention Periods A retention period for each record on the records control schedule shall be determined by the board or under its direction. A retention period may not be less than a retention period prescribed by state or federal law, regulation, or rule of court; or a retention period for the record established on a records retention schedule issued by TSLAC. *Local Gov't Code 203.042*

TSLAC Retention Schedules TSLAC has adopted the following retention schedules, among others: Local Schedule GR—Records Common to All Governments, Local Schedule EL—Records of Elections and Voter Registration, Local Schedule TX—Records of Property Taxation, and Local Schedule SD—Records for Public School Districts. These schedules establish mandatory minimum retention periods for the records listed. *13 TAC 7.125*

Note: [Local government records retention schedules](#)¹ are available on the TSLAC website.

Destruction of Records

A local government record may be destroyed if:

1. The record is listed on a valid records control schedule and either its retention period has expired or it has been micro-filmed or electronically stored in accordance with legal requirements;
2. The record appears on a list of obsolete records as provided by Local Government Code 203.044;
3. The record is not listed on a records retention schedule issued by TSLAC and the district provides notice to TSLAC at least 10 days before destroying the record as required by Government Code 441.169 [see District's Duties, above];
4. A court issues an expunction order for the destruction or obliteration of the records, pursuant to state law; and
5. The records are defined as exempt from scheduling or filing requirements or listed as exempt in a records retention schedule issued by TSLAC.

Local Gov't Code 202.001

Electronic Records Destruction Electronic records may be destroyed only in accordance with Local Government Code 202.001, above.

Each district must ensure that:

1. Electronic records eligible for destruction are disposed of in a manner that ensures protection of any confidential information; and
2. Electronic storage media used for electronic records containing confidential information is not reused if the previously recorded information can be compromised in any way through reuse.

13 TAC 7.78(a), (b)

Exceptions

A local government record the subject matter of which is known by the custodian to be the subject of litigation may not be destroyed until the litigation is settled. A local government record that is subject to a request under Government Code Chapter 552 (Public Information Act) may not be destroyed until the request is resolved. *Local Gov't Code 202.002*

[See FL regarding student records.]

Recordkeeping

As a board may require, the records management officer shall keep accurate lists of records destroyed, their volume, and other information of records management activities. *Local Gov't Code 203.046*

Preservation of Records

Permanent records shall be stored under conditions that meet the requirements of 13 Administrative Code 7.164.

Permanent Records

Microfilm

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of Local Government Code Chapter 204 and rules adopted under it. *Local Gov't Code 204.002*

Electronic Storage

Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of Local Government Code Chapter 205 and rules adopted under it. *Local Gov't Code 205.002*

Records Offenses

Destruction or
Alienation of Record

A board member or district employee commits an offense if the board member or employee knowingly or intentionally violates Local Government Code Title 6, Subtitle C (local government records) or rules adopted under it by destroying or alienating a local government record in contravention of Local Government Code Subtitle C or by intentionally failing to deliver records to a successor in office as provided by Local Government Code 201.006(a). *Local Gov't Code 202.008*

Tampering with
Governmental
Record

A person commits an offense if the person:

1. Knowingly makes a false entry in, or false alteration of, a governmental record;
2. Makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;
3. Intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;
4. Possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;
5. Makes, presents, or uses a governmental record with knowledge of its falsity; or
6. Possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.

It is an exception to the application of item 3, above, that the governmental record is destroyed pursuant to legal authorization or transferred under Government Code 441.204. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Local Government Code Title 6, Subtitle C.

Penal Code 37.10

Federal
Investigations

Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any bankruptcy case, or in relation to or contemplation of any such matter or case, shall be fined, imprisoned not more than 20 years, or both. *18 U.S.C. 1519*

¹ Local Government Retention Schedules:
<https://www.tsl.texas.gov/slr/recordspubs/localretention.html>

**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 10th 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 shall post a report filed with the district by a candidate, board member, or specific-purpose committee pursuant to Election Code Chapter 254 not later than the 10th business day after it is received under Election Code 254.0401. [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. A district shall post prominently a notice informing property owners of the property tax database maintained by the appraisal district under Tax Code 26.17. [See CCG]
29. 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]
30. 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]

31. 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]
32. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget under Education Code 44.0041. [See CE]
33. 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]
34. 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]
35. 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]
36. 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]
37. 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]
38. 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]
39. 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]
40. A district shall post its employment policy and any regulations referenced under Education Code 11.1513(a). [See DC]
41. A district shall post the board's employment policies under Education Code 21.204(d). [See DCB]

42. 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]
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 early childhood literacy and mathematics plans under Education Code 11.185. [See EA]
44. 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]
45. 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]
46. 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]
47. Each year, a district shall post a report on measurable outcomes for each dropout recovery education program offered by the district, under Education Code 29.081(e-6). [See EHBC]
48. 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]
49. 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]
50. 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]
51. 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]

52. 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]
53. 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]
54. 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]
55. 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]
56. 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]
57. 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]
58. 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]
59. 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]
60. 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]
61. 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]

62. 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 shall either post online or provide physical copies of the report on library materials under Education Code 35.006. [See EFB]
5. 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]
6. 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]
7. 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

¹ TDSHS Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis:

<https://www.dshs.texas.gov/sites/default/files/schoolhealth/pdf/FI-NAL%20Guidelines%20for%20Food%20Allergies%203.2023.pdf>

Note: For information on purchasing technological equipment with the instructional materials and technology allotment, see CMD.

Technology Lending Program Grant

A district may apply to the commissioner of education to participate in the technology lending grant program established under Education Code 32.301. *Education Code 32.301(b)*

A district may use a grant awarded under this program or other local funds to purchase, maintain, and insure equipment for a technology lending program. Equipment purchased by a district with a grant is the property of the district. *Education Code 32.303*

Guidelines for Use of Digital Devices

The Texas Education Agency, in consultation with the Health and Human Services Commission, shall develop and distribute model health and safety guidelines that districts may use to determine best practices for the effective integration of digital devices in public schools.

The board shall adopt a policy for the effective integration of digital devices in the district. In adopting the policy, the board may decide whether to adopt the guidelines for use in the district.

Each district that adopts the guidelines may implement the guidelines in a manner that best meets the district's individual needs and the individual needs of students in the district, including students with intellectual or physical disabilities.

If a district adopts the guidelines, the district shall post the guidelines publicly on the district's internet website.

Education Code 38.0231

Transfer of Equipment to Students

Definitions

"Data processing" means information technology equipment and related services designed for the automated storage, manipulation, and retrieval of data by electronic or mechanical means.

"Electronic device" means a device that is capable of connecting to a cellular network or the internet, including a computer, smartphone, or tablet.

"Internet filter" means a software application that is capable of preventing an electronic device from accessing certain websites or displaying certain online material.

Education Code 32.101; Gov't Code 2054.003(3)

Transfers

A district may transfer to a student enrolled in the district:

1. Any data processing equipment donated to the district, including equipment donated by a private donor, or a state eleemosynary institution or state agency under Government Code 2175.905 [see Fees, below];
2. Any equipment purchased by the district, to the extent consistent with the provisions at Use of Public Funds, below; and
3. Any surplus or salvage equipment owned by the district.

Education Code 32.102(a)

Before transferring data processing equipment or an electronic device to a student, a district must:

1. Adopt rules governing transfers, including provisions for technical assistance to the student by the district;
2. Determine that the transfer serves a public purpose and benefits the district;
3. Remove from the equipment any offensive, confidential, or proprietary information, as determined by the district;
4. Adopt rules establishing programs promoting parents as partners in cybersecurity and online safety that involve parents in students' use of transferred equipment or electronic devices; and
5. For the transfer of an electronic device to be used for an educational purpose, install an internet filter that blocks and prohibits pornographic or obscene materials or applications, including from unsolicited pop-ups, installations, and downloads.

Education Code 32.104

Donations

A district may accept:

1. Donations of data processing equipment for transfer under these provisions; and
2. Gifts, grants, or donations of money or services to purchase, refurbish, or repair data processing equipment.

Education Code 32.102(b)

Fees

A state eleemosynary institution or institution or agency of higher education or other state agency may not collect a fee or other reimbursement from a district for surplus or salvage data processing equipment transferred to the district. *Gov't Code 2175.905(c)*

Use of Public Funds

A district may spend public funds to:

1. Purchase, refurbish, or repair any data processing equipment transferred to a student; and
2. Store, transport, or transfer data processing equipment under these provisions.

Education Code 32.105

Eligibility

A student is eligible to receive data processing equipment under these provisions only if the student does not otherwise have home access to data processing equipment, as determined by the district. A district shall give preference to educationally disadvantaged students. *Education Code 32.103*

Return of
Equipment

Except as provided below, a student who receives data processing equipment from a district under these provisions shall return the equipment to the district not later than the earliest of:

1. Five years after the date the student receives the equipment;
2. The date the student graduates;
3. The date the student transfers to another district; or
4. The date the student withdraws from school.

The requirements above do not apply if, at the time the student is required to return the equipment, the district determines that the equipment has no marketable value.

Education Code 32.106

**Prohibited
Applications on
District-Owned
Devices**

“Covered application” means the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, or a social media application or service specified by proclamation of the governor to pose a risk to the state. *Gov’t Code 620.001(1), .005.*

A district shall adopt a policy prohibiting the installation or use of a covered application on any device owned or leased by the district and requiring the removal of covered applications from those devices. The Department of Information Resources and the Department of Public Safety shall jointly develop a model policy for districts to use in developing the required policy. *Gov’t Code 620.003*

The district’s policy may provide for the installation and use of a covered application to the extent necessary for providing law enforcement or developing or implementing information security measures. A policy allowing the installation and use of a covered application must require the use of measures to mitigate risks posed to the state during the use of the covered application and the documentation of those measures. *Gov’t Code 620.004*

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

**Non-Chapter 21
Contracts**

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: technology director, JAFROTC instructor, athletic trainer, cosmetology instructor, and curriculum coordinator.

**Termination During
Contract Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period.

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Complaints

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

Other Complaint Processes

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

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

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>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.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
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 the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

Response	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>“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.”</p>
Representative	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>

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 employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Audio Recording

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the con-

ference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

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

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

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board

with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Searches — General Rule

Citizens, including district employees, have a right to be free from unreasonable searches and seizures. *U.S. Const. Amendment IV; Tex. Const. Art. I, Sec. 9*

A district may search an employee or an employee's property if:

1. There are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct; and
2. The search is reasonably related in scope to the circumstances that justified the interference in the first place.

O'Connor v. Ortega, 480 U.S. 709 (1987); *New Jersey v. T.L.O.*, 469 U.S. 325 (1985)

In addition, a district may search an employee's workplace for non-investigatory, work-related purposes, if there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct. *O'Connor v. Ortega*, 480 U.S. 709 (1987)

Drug/Alcohol Testing

Blood, urine, and breath tests of public employees to determine drug use are searches under the Fourth Amendment of the U.S. Constitution. *Skinner v. Railway Labor Executives Ass'n*, 489 U.S. 602 (1989)

Random Drug Testing

A district may conduct drug tests, without a warrant and without individualized suspicion, when the test serves special governmental needs that outweigh the individual's privacy expectation. *Skinner v. Railway Labor Executives Ass'n*, 489 U.S. 602 (1989); *Nat'l Treasury Employees Union v. Von Raab*, 489 U.S. 656 (1989)

Safety-Sensitive Positions

Random alcohol and drug testing of employees in "safety-sensitive" positions may be permissible when the intrusiveness of the search is minimal and a board is able to demonstrate that the drug-testing program furthers its interest in ensuring the physical safety of students. "Safety-sensitive" positions include those that involve the handling of potentially dangerous equipment or hazardous substances in an environment including a large number of children. *Aubrey v. Sch. Bd. of LaFayette Parish*, 148 F.3d 559 (5th Cir. 1998)

Note: The following testing requirements apply to employees who operate commercial motor vehicles and are subject to commercial driver's license requirements in accordance with federal regulations.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

Testing of Drivers	<p>A district shall conduct testing, in accordance with federal regulations, of commercial motor vehicle operators for use of alcohol or a controlled substance that violates law or federal regulation. <i>49 U.S.C. 31306; 49 C.F.R. Part 382</i></p>
Commercial Motor Vehicle Defined	<p>A commercial motor vehicle is defined as a motor vehicle used to transport passengers or property that:</p> <ol style="list-style-type: none">1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;2. Has a gross vehicle weight rating of 26,001 or more pounds; or3. Is designed to transport 16 or more passengers, including the driver. <p><i>49 C.F.R. 382.107</i></p>
Testing Procedures	<p>A district shall ensure that all alcohol or controlled substances testing conducted under 49 C.F.R. Part 382 complies with the procedures set forth in 49 C.F.R. Part 40. <i>49 C.F.R. 382.105</i></p> <p>U.S. Department of Transportation (DOT) tests must be completely separate from non-DOT tests in all respects. DOT tests must take priority and must be conducted and completed before a non-DOT test is begun. <i>49 C.F.R. 40.13</i></p>
Tests Required	<p>Required DOT testing includes:</p> <ol style="list-style-type: none">1. Pre-employment controlled substance tests required under 49 C.F.R. 382.301 [see DBAA];2. Post-accident alcohol or controlled substance tests required under 49 C.F.R. 382.303;3. Random alcohol or controlled substances tests required under 49 C.F.R. 382.305;4. Reasonable suspicion alcohol or controlled substance tests required under 49 C.F.R. 382.307;5. Return-to-duty alcohol or controlled substances tests required under 49 C.F.R. 382.309; or6. Follow-up alcohol or controlled substance tests required under 49 C.F.R. 382.311.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

No Refusal	<p>No driver shall refuse to submit to a required DOT test. A district shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.</p> <p><i>49 C.F.R. 382.211</i></p>
Education and Treatment	<p>A district is not required to provide an evaluation by a substance abuse professional or any subsequent recommended education or treatment for an employee who has violated a drug and alcohol regulation of the DOT.</p> <p>However, if a district offers an employee an opportunity to return to a safety-sensitive duty following a violation, the district must, before the employee again performs that duty, ensure that the employee receives an evaluation by a substance abuse professional and that the employee successfully complies with the professional's evaluation recommendations.</p> <p><i>49 C.F.R. 40.289</i></p>
Return-to-Duty Testing	<p>If a district permits an employee who has violated a DOT drug and alcohol regulation to return to safety-sensitive functions, the district must ensure that the employee takes a return-to-duty test. This test cannot occur until after the substance abuse professional has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.</p> <p>A district is not required to return an employee to safety-sensitive duties because the employee has met the conditions described in the preceding paragraph. Return-to-duty is a personnel decision that the district has the discretion to make subject to legal requirements.</p> <p><i>49 C.F.R. 40.305(a)-(b)</i></p>
Educational Materials	<p>A district shall provide educational materials that explain the federal requirements and the district's policies and procedures with respect to meeting the requirements. The district shall ensure that a copy of these materials is distributed to each driver before the start of alcohol and controlled substances testing under 49 C.F.R. Part 382 and to each driver subsequently hired or transferred into a position that requires driving a commercial motor vehicle. Written notice to representatives of employee organizations of the availability of this information shall also be provided. The materials shall include detailed discussion of at least the items listed at 49 C.F.R. 382.601. <i>49 C.F.R. 382.601</i></p>

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

Reports to DPS

A district required under federal safety regulations to conduct alcohol and drug testing of an employee who holds a commercial driver's license as part of the district's drug testing program shall report to the Department of Public Safety:

1. A valid positive result on an alcohol or drug test performed and whether the specimen producing the result was a dilute specimen, as defined by 49 C.F.R. 40.3;
2. A refusal to provide a specimen for an alcohol or drug test; or
3. An adulterated specimen or substituted specimen, as defined at 49 C.F.R. 40.3, on an alcohol or drug test.

"Employee" includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing.

Transp. Code 644.251-.252; 49 C.F.R. 40.3

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Teacher Appraisal The employment policies adopted by the board must require a written evaluation of each teacher at annual or more frequent intervals.

A teacher appraisal must be done at least once for each school year. A teacher may be appraised less frequently if the teacher agrees in writing and the teacher's most recent evaluation rated the teacher as at least proficient, or the equivalent, and did not identify any area of deficiency. A teacher who is appraised less frequently than annually must be appraised at least once during each period of five school years.

Education Code 21.203, .352(c)

Interim Evaluations and Guidance In addition to conducting a complete appraisal as frequently as required by Education Code 21.352(c), a district shall require that appropriate components of the appraisal process, such as classroom observations and walk-throughs, occur more frequently as necessary to ensure that a teacher receives adequate evaluation and guidance. A district shall give priority to conducting appropriate components more frequently for inexperienced teachers or experienced teachers with identified areas of deficiency. *Education Code 21.352(c-1)*

Required Components The statutorily required components of teacher appraisal are defined as follows:

1. The implementation of discipline management procedures is the teacher's pedagogical practices that produce student engagement and establish the learning environment.
2. The performance of teachers' students is how the individual teacher's students progress academically in response to the teacher's pedagogical practice as measured at the individual teacher level by one or more student growth measures.

19 TAC 150.1001(f)

Notice and Use of Evaluations A district shall use a teacher's consecutive appraisals from more than one year, if available, in making employment decisions and developing career recommendations for the teacher. *Education Code 21.352(e)*

The district shall notify a teacher of the results of any appraisal of the teacher in a timely manner so that the appraisal may be used as a developmental tool by the district and the teacher to improve the overall performance of the teacher. *Education Code 21.352(f)*

Role of Extracurricular Activities A teacher who directs extracurricular activities in addition to performing classroom teaching duties shall be appraised only on the

basis of classroom teaching performance and not on performance in connection with extracurricular activities. *Education Code 21.353*

Disciplinary Referrals

A district may not assign an area of deficiency to a teacher solely on the basis of disciplinary referrals made by the teacher or documentation regarding student conduct submitted by the teacher under Education Code 37.002. [See FOA for discretionary removal] A district is not prohibited from assigning an area of deficiency to a teacher based on documented evidence of a deficiency in classroom management obtained through observation or a substantiated report. *Education Code 21.352(a-1)*

Access to Evaluations

A district shall maintain a written copy of the evaluation of each teacher's performance in the teacher's personnel file.

Each teacher is entitled to receive a written copy of the evaluation promptly on its completion. The evaluation and any rebuttal may be given to another school district at which the teacher has applied for employment at the request of that district.

Education Code 21.352(c)

Confidentiality

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code 552. *Education Code 21.355(a)* [For disclosure requirements on evaluations, see GBA]

Two Appraisal Methods

A district shall use one of the following methods to appraise teachers:

1. The teacher appraisal system recommended by the commissioner of education [see State Method (T-TESS), below]; or
2. A local teacher appraisal system [see District Option and Campus Option, below].

Education Code 21.352(a); 19 TAC 150.1001(a)

Selection of Appraisal Method

A superintendent, with the approval of a board, may select the state appraisal method. Each district or campus wanting to select or develop an alternative teacher appraisal system must follow the requirements set forth below at District Option or Campus Option. *19 TAC 150.1001(c)*

Notice to Service Center

A superintendent shall notify the executive director of the district's regional education service center in writing of the district's choice of appraisal system when using an alternative to the state appraisal method and detail the components of that system by the first day of instruction for the school year in which the alternative system is used.

A district shall submit annually to its service center a summary of the campus-level evaluation scores from the state appraisal method or the district's locally adopted appraisal system, in a manner prescribed by the commissioner.

19 TAC 150.1008

Note: The following provisions apply to teacher appraisal using the state appraisal method.

**State Method
(T-TESS)**

The commissioner's recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with Education Code 21.351. *19 TAC 150.1001(b), .1002(a)*

Orientation and
Annual Review

A district shall ensure that all teachers are provided with an orientation to the T-TESS no later than the final day of the first three weeks of school and at least two weeks before the first observation when:

1. The teacher is new to the district;
2. The teacher has never been appraised under the T-TESS; or
3. District policy regarding teacher appraisal has changed since the last time the teacher was provided with an orientation to the T-TESS.

The teacher orientation shall be conducted in a face-to-face setting during a district's first year of T-TESS implementation and include all state and local appraisal policies and the local appraisal calendar. In addition to the orientation, campuses may hold other sessions sufficient in length allowing teachers to actively participate in a discussion of the T-TESS specifics and to have their questions answered.

19 TAC 150.1006

Appraisers

The teacher appraisal process requires at least one certified appraiser. An appraiser must be the teacher's supervisor or a person approved by the board.

*Campus
Administrator*

Only a campus administrator may act as a certified appraiser, except as provided below.

Under the T-TESS, a "campus administrator" includes a principal, an assistant principal, an administrator who holds a comparable administrator/supervisor certificate established by the State Board for Educator Certification, or supervisory staff whose job descrip-

tion includes the appraisal of teachers and who is not a classroom teacher.

An individual other than a campus administrator may act as a certified appraiser if:

1. The individual has been certified by completing the required training prior to conducting appraisals; and
2. In the case where the certified appraiser is a classroom teacher, the certified appraiser:
 - a. Conducts appraisals at the same school campus at which the certified appraiser teaches if the certified appraiser is the chair of a department or grade level whose job description includes classroom observation responsibilities; or
 - b. Does not conduct appraisals of classroom teachers who teach at the same campus as the certified appraiser if the certified appraiser is not a department or grade-level chair.

Training and Certification

Before conducting appraisals, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS appraiser training and having passed the T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advanced Educational Leadership (AEL) certification. Appraisers without ILT, ILD, or AEL certification before January 1, 2016, may not take ILT or ILD to satisfy the requirement. Periodic recertification and training shall be required.

Education Code 21.351(c); 19 TAC 150.1005

Appraisal Calendar

A district shall establish a calendar for teacher appraisals and provide that calendar to teachers within three weeks from the first day of instruction. The appraisal period for each teacher must include all of the days of the teacher's contract.

Observations during the appraisal period must be conducted during the required days of instruction for students during one school year.

The appraisal calendar shall:

1. Exclude observations in the two weeks after the day of completion of the T-TESS orientation in the school years when an orientation is required; and

2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

19 TAC 150.1003(d)

A teacher may be given advance notice of the date or time of an appraisal, but advance notice is not required. *Education Code 21.352(d); 19 TAC 150.1003(c)*

Assessment of
Teacher
Performance

Each teacher must be appraised each school year, except as provided below at Less-Than-Annual Appraisal. Whenever possible, an appraisal shall be based on the teacher's performance in fields and teaching assignments for which he or she is certified. *19 TAC 150.1003(a)*

During the appraisal period, the certified appraiser shall evaluate and document teacher performance specifically related to the domain criteria as identified in 19 Administrative Code 150.1002(a) and the performance of teachers' students as defined in 19 Administrative Code 150.1001(f)(2). *19 TAC 150.1003(e)*

*Less-Than-
Annual Appraisal*

A teacher may receive a full appraisal less than annually if the teacher agrees in writing and the teacher's most recent full appraisal resulted in the teacher receiving summative ratings of at least proficient on nine of the sixteen dimensions and did not identify any area of deficiency, defined as a rating of Improvement Needed or its equivalent, on any of the sixteen dimensions identified in 19 Administrative Code 150.1002(a) or the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2). A teacher who receives a full appraisal less than annually must receive a full appraisal at least once during each period of five school years.

District policy may stipulate:

1. Whether the option to receive a full appraisal less frequently than annually is to be made available to teachers;
2. Whether the option to receive a full appraisal less frequently than annually is to be adopted district-wide or is to be campus specific;
3. If the appraisal accompanying a teacher new to a district or campus meets this option, whether the appraisal is to be accepted or whether that teacher is to be appraised by the new campus administrator; and
4. Whether a certified appraiser may place a teacher on the traditional appraisal cycle as a result of performance deficiencies

documented in accordance with 19 Administrative Code 150.1003(b)(6) and (f) (cumulative data regarding teacher performance in addition to formal classroom observations).

A school district may choose annually to review the written agreement to have less frequent full appraisals with the teacher. However, at the conclusion of the school year, the district may modify appraisal options through board policy and may make changes to expectations for appraisals that apply to all teachers regardless of a teacher's participation in the appraisal option in the previous year(s).

In a year in which a teacher does not receive a full appraisal due to meeting the requirements, a teacher shall participate in:

1. The Goal-Setting and Professional Development Plan process;
2. The performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2); and
3. A modified end-of-year conference that addresses:
 - a. The progress on the Goal-Setting and Professional Development Plan;
 - b. The performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2); and
 - c. The following year's Goal-Setting and Professional Development plan.

19 TAC 150.1003(l)

*Domains and
Dimensions*

Each teacher shall be appraised on the following domains and dimensions of the T-TESS rubric that is aligned to the Texas Teacher Standards in 19 Administrative Code Chapter 149 (Commissioner's Rules Concerning Educator Standards):

1. Domain I. Planning or Alternate Domain I. Lesson Internalization, which includes the following dimensions:
 - a. Standards and alignment;
 - b. Data and assessment;
 - c. Knowledge of students; and
 - d. Activities.
2. Domain II. Instruction, which includes the following dimensions:

- a. Achieving expectations;
 - b. Content knowledge and expertise;
 - c. Communication;
 - d. Differentiation; and
 - e. Monitor and adjust.
3. Domain III. Learning Environment, which includes the following dimensions:
- a. Classroom environment, routines, and procedures;
 - b. Managing student behavior; and
 - c. Classroom culture.
4. Domain IV. Professional Practices and Responsibilities, which includes the following dimensions:
- a. Professional demeanor and ethics;
 - b. Goal setting;
 - c. Professional development; and
 - d. School community involvement.

The evaluation of each of the dimensions above shall consider all data generated in the appraisal process. The data for the appraisal of each dimension shall be gathered from pre-conferences, observations, post-conferences, end-of-year conferences, the Goal-Setting and Professional Development Plan process, and other documented sources.

Each teacher shall be evaluated on the 16 dimensions in Domain I or Alternate Domain I and Domains II-IV identified above using the following categories:

1. Distinguished;
2. Accomplished;
3. Proficient;
4. Developing; and
5. Improvement needed.

Beginning with the 2024-25 school year, teachers may be appraised using Domain I or Alternate Domain I based on the alignment of teacher responsibilities to lesson planning or lesson internalization.

*Student
Performance*

Beginning with the 2017-18 school year, each teacher appraisal shall include the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2) (student growth measures).

If calculating a single overall summative appraisal score for teachers, the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), shall count for at least 20 percent of a teacher's summative score.

Each teacher shall be evaluated on the performance of teachers' students using one of the terms from the following categories:

1. Distinguished or well above expectations;
2. Accomplished or above expectations;
3. Proficient or at expectations;
4. Developing or below expectations; or
5. Improvement needed or well below expectations.

19 TAC 150.1002

Appraisal Process

The annual teacher appraisal, or full appraisal, shall include:

1. A completed and appraiser-approved Goal-Setting and Professional Development Plan that shall be:
 - a. Submitted to the teacher's appraiser within the first six weeks from the day of completion of the T-TESS orientation for teachers in their first year of appraisal under the T-TESS or for teachers new to the district; or
 - b. Initially drafted in conjunction with the teacher's end-of-year conference from the previous year, revised as needed based on changes to the context of the teacher's assignment during the current school year, and submitted to the teacher's appraiser within the first six weeks of instruction; and
 - c. Maintained throughout the course of the school year by the teacher to track progress in the attainment of goals and participation in professional development activities detailed in the approved plan;
 - d. Shared with the teacher's appraiser prior to the end-of-year conference; and
 - e. Used after the end-of-year conference in the determination of ratings for the goal setting and professional development dimensions of the T-TESS rubric;

2. For a teacher in the first year of appraisal under the T-TESS or for teachers new to the district, a Goal-Setting and Professional Development Plan conference prior to the teacher submitting the plan to the teacher's appraiser;
3. After a teacher's first year of appraisal under the T-TESS within the district, an observation pre-conference conducted prior to announced observations;
4. At least one classroom observation of a minimum of 45 minutes, with additional walk-throughs and observations conducted at the discretion of the certified appraiser and in accordance with the Education Code 21.352(c-1). Additional observations and walk-throughs do not require an observation post-conference. Additional observations and walk-throughs do require a written summary if the data gathered during the additional observation or walk-through will impact the teacher's summative appraisal ratings, in which case the written summary shall be shared within 10 working days after the completion of the additional observation or walk-through. Title 19 Administrative Code 150.1004 (Teacher Response and Appeals) applies to a written summary of an additional observation or walk-through that will impact the teacher's summative appraisal ratings;
5. An observation post-conference that:
 - a. Shall be conducted within 10 working days after the completion of an observation;
 - b. Is diagnostic and prescriptive in nature;
 - c. Includes a written report of the rating of each dimension observed that is presented to the teacher only after a discussion of the areas for reinforcement and areas for refinement; and
 - d. Can allow for, at the discretion of the appraiser, a revision to an area for reinforcement or refinement based on the post-conference discussion with the teacher;
6. Cumulative data from written documentation collected regarding job-related teacher performance, in addition to formal classroom observations;
7. An end-of-year conference that:
 - a. Reviews the appraisal data collected throughout the current school year and previous school years, if available;

- b. Examines and discusses the evidence related to the teacher's performance on the four dimensions of Domain IV of the T-TESS rubric;
 - c. Examines and discusses evidence related to the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2) (student growth measures), when available; and
 - d. Identifies potential goals and professional development activities for the teacher for the next school year; and
8. A written summative annual appraisal report to be provided to the teacher within 10 working days of the conclusion of the end-of-year conference.

19 TAC 150.1003(b)

*Shorter
Observations*

By written, mutual consent of the teacher and the certified appraiser, the required 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes. *19 TAC 150.1003(g)*

Cumulative Data

The certified appraiser is responsible for documentation of cumulative data. Any third-party information from a source other than the certified appraiser that the certified appraiser wishes to include as cumulative data shall be verified and documented by the certified appraiser. Any documentation that will influence the teacher's summative annual appraisal report must be shared in writing with the teacher within 10 working days of the certified appraiser's knowledge of the occurrence. The principal shall also be notified in writing of the cumulative data when the certified appraiser is not the teacher's principal. *19 TAC 150.1003(f)*

Summative Report

A written summative annual appraisal report shall be shared with the teacher no later than 15 working days before the last day of instruction for students. The written summative annual appraisal report shall be placed in the teacher's personnel file by the end of the appraisal period. *19 TAC 150.1003(h)*

**End-of-Year
Conference**

An end-of-year conference shall be held within a time frame specified on the district calendar, no later than 15 working days before the last day of instruction for students. The end-of-year conference shall focus on the data and evidence gathered throughout the appraisal year; the teacher's efforts as they pertain to Domain IV; the results of the performance of teachers' students, when available, as defined in 19 Administrative Code 150.1001(f)(2); and the potential goals and professional development plans for the following year. The written summative annual appraisal report shall be shared with the teacher within 10 working days following the con-

clusion of the end-of-year conference but no later than 15 working days before the last day of instruction.

In cases where the certified appraiser is not an administrator on the teacher's campus, either the principal, assistant principal, or another supervisory staff member designated as an administrator on the campus must participate in the end-of-year conference.

19 TAC 150.1003(i), (j)

**Additional
Documentation**

Any documentation collected after the end-of-year conference but before the end of the contract term during one school year may be considered as part of the appraisal of a teacher. If the documentation affects the teacher's evaluation in any dimension, another summative report shall be developed to inform the teacher of the changes. *19 TAC 150.1003(k)*

**Teacher Response
and Rebuttal**

A teacher may submit a written response or rebuttal at the following times:

1. For Domain I or Alternate Domain I, Domain II, and Domain III, after receiving a written observation summary or any other written documentation related to the ratings of those three domains; or
2. For Domain IV and for the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), after receiving a written summative annual appraisal report.

Any written response or rebuttal must be submitted within 10 working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal. A teacher may not submit a written response or rebuttal to a written summative annual appraisal report for the ratings in Domain I or Alternate Domain I, Domain II, and Domain III if those ratings are based entirely on observation summaries or written documentation already received by the teacher earlier in the appraisal year for which the teacher already had the opportunity to submit a written response or rebuttal.

Education Code 21.352(c); 19 TAC 150.1004(a), (b)

**Request for Second
Appraisal**

A teacher may request a second appraisal by another certified appraiser at the following times:

1. For Domain I or Alternate Domain I, Domain II, and Domain III, after receiving a written observation summary with which the teacher disagrees; or
2. For Domain IV and for the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), after re-

ceiving a written summative annual appraisal report with which the teacher disagrees.

The second appraisal must be requested within 10 working days of receiving a written observation summary or a written summative annual appraisal report. A teacher may not request a second appraisal by another certified appraiser in response to a written summative annual appraisal report for the ratings of dimensions in Domains I, II, and III if those ratings are based entirely on observation summaries or written documentation already received by the teacher earlier in the appraisal year for which the teacher already had the opportunity to request a second appraisal.

A teacher may be given advance notice of the date or time of a second appraisal, but advance notice is not required.

The second appraiser shall make observations and walk-throughs as necessary to evaluate the dimensions in Domains I-III or shall review the Goal-Setting and Professional Development Plan for evidence of goal attainment and professional development activities, when applicable. Cumulative data may also be used by the second appraiser to evaluate other dimensions.

A district shall adopt written procedures for determining the selection of second appraisers. The procedures shall be disseminated to each teacher at the time of employment and updated annually or as needed.

Education Code 21.352(c); 19 TAC 150.1004(c)-(g)

Note: The following provisions apply to teacher appraisal using a district-developed appraisal method.

District Option

A district that does not choose to use the T-TESS must develop its own teacher-appraisal system supported by locally adopted policy and procedures and by the processes outlined below.

Development of Appraisal System

The district-level planning and decision-making committee shall:

1. Develop an appraisal process;
2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and
3. Consult with the campus-planning and decision-making committee on each campus in the district.

Appraisal Process

The appraisal process shall include:

1. At least one appraisal each year, or less frequently if in accordance with Education Code 21.352(c) [see Teacher Appraisal, above];
2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and
3. Criteria based on observable, job-related behavior, including:
 - a. Teachers' implementation of discipline management procedures, as defined in 19 Administrative Code 150.1001(f)(1); and
 - b. Beginning with the 2017-18 school year, the performance of the teachers' students as defined in 19 Administrative Code 150.1001(f)(2).

Board Acceptance

A district-level planning and decision-making committee shall submit the appraisal process and criteria to the superintendent, who shall submit the appraisal process and criteria to the board with a recommendation to accept or reject.

The board may accept or reject, with comments, the appraisal process and performance criteria, but may not modify the process or criteria.

Education Code 21.352(a)(2), (b); 19 TAC 150.1007(a)

Note: The following provisions apply to teacher appraisal using a campus-developed appraisal method.

Campus Option

A campus within a district may choose to develop a local appraisal system.

Development of Appraisal System

The campus planning and decision-making committee shall:

1. Develop an appraisal process;
2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and
3. Submit the process and criteria to the district-level planning and decision-making committee.

Appraisal Process

The appraisal process shall include:

1. At least one appraisal each year, or less frequently if in accordance with Education Code 21.352(c) [see Teacher Appraisal above];

2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and
3. Criteria based on observable, job-related behavior, including:
 - a. Teachers' implementation of discipline management procedures, as defined in 19 Administrative Code 150.1001(f)(1); and
 - b. Beginning with the 2017-18 school year, the performance of the teachers' students as defined in 19 Administrative Code 150.1001(f)(2).

Board Acceptance

Upon submission of the appraisal process and criteria to the district-level planning and decision-making committee, the committee shall make a recommendation to accept or reject the appraisal process and criteria and transmit that recommendation to the superintendent.

The superintendent shall submit to the board:

1. The recommended campus appraisal process and criteria;
2. The district-level planning and decision-making committee's recommendation; and
3. The superintendent's recommendation.

The board may accept or reject, with comments, an appraisal process and performance criteria, but may not modify the process or criteria.

Education Code 21.352(a)(2), (b); 19 TAC 150.1007(b)

Note: The following provision applies to appraiser training under a local appraisal process (district- or campus-developed).

Appraisers

A district that locally develops and adopts its own educator appraisal system should have a clearly defined set of procedures for training appraisers. The district should identify the qualities appraisers must demonstrate and include appropriate proficiency checks to evaluate the performance of all educators performing appraisals under the district's locally adopted appraisal systems. The school district shall be responsible for documenting that appraisers have met training criteria established by the district. *19 TAC 244.3*

Note: The standards to be used to inform the training, appraisal, and professional development of teachers are outlined in 19 Administrative Code 149.1001.

PERSONNEL POSITIONS

DP
(LEGAL)

Principal

Qualifications

A board, by local policy, shall adopt qualifications for principals.
Education Code 11.202(c)

Certification

State Board for Educator Certification (SBEC) rules establish the requirements for receiving a principal certificate and for first-time principals in Texas. *19 TAC Ch. 241*

Duties

The principal shall be the instructional leader of the school and shall be provided with adequate training and personnel assistance to assume that role. *Education Code 11.202(a)*

A principal shall:

1. Approve all teacher and staff appointments for the campus. [See DK]
2. Set specific education objectives for the campus, through the planning process.
3. Develop budgets for the campus.
4. Assume administrative responsibility and instructional leadership, under the supervision of the superintendent, for discipline at the campus.
5. Assign, evaluate, and promote all personnel assigned to the campus.
6. Recommend to the superintendent the termination, suspension, or nonrenewal of an employee assigned to the campus.
7. Perform any other duties assigned by the superintendent pursuant to board policy.
8. Regularly consult with the campus-level committee in the planning, operation, supervision, and evaluation of the campus educational program. [See BQ series]
9. Each school year, with the assistance of the campus-level committee, develop, review, and revise the campus improvement plan. [See BQ]
10. For high school principals, serve, or appoint someone to serve, as deputy voter registrar for the county in which the school is located. *Election Code 13.046; 1 TAC 81.7*

Education Code 11.202(b), .253(c), (h) [See also DMA]

Principal's Report to
Superintendent

A principal must notify the superintendent not later than the seventh business day after the date:

Educators

1. Of an educator's termination of employment or resignation following an alleged incident of misconduct under Education Code 21.006(b); or

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2. The principal knew about an educator's criminal record under Education Code 21.006(b)(1).

Education Code 21.006(b-2); 19 TAC 249.14(e) [See Required Reports at DHB(LEGAL)]

*Noncertified
Employees*

A principal must notify the superintendent not later than the seventh business day after the date of a noncertified employee's termination or resignation following allegations that the employee:

1. Abused or otherwise committed an unlawful act with a student or minor; or
2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.

Education Code 22.093(e) [See Principal Notification at DHC(LEGAL)]

*Sanctions and
Administrative
Penalty*

SBEC determines whether to impose sanctions, including an administrative penalty, against a principal who fails to provide notification to a superintendent. *Education Code 21.006(f), 22.093(i); 19 TAC 249.14(e), (h)*

If a principal is required to notify a superintendent about an educator's criminal record or alleged incident of misconduct and fails to provide the notice by the required date, SBEC may impose an administrative penalty of not less than \$500 and not more than \$10,000. SBEC may not renew the certification of an educator against whom an administrative penalty is imposed until the penalty is paid. *Education Code 21.006 (i)*

Criminal Offense

A principal required to notify a superintendent about an employee's criminal record or alleged incident of misconduct commits a state jail felony if the principal fails to provide the notice by the required date with intent to conceal an educator's criminal record or alleged incident of misconduct. *Education Code 21.006(j), 22.093(k)*

School Nurse

Minimum Salary
Schedule

For purposes of the minimum salary schedule, a school nurse is an educator employed to provide full-time nursing and health-care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse education, licensure, and practice and has been issued a license to practice professional nursing in Texas. *19 TAC 153.1022(a)(1)(D)*

Licensed Vocational
Nurse

The practice of vocational nursing must be performed under the supervision of an RN, physician, physician assistant, podiatrist, or dentist. *Occupations Code 301.353*

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Nursing Peer
Review Committee

Supervision is the process of directing, guiding, and influencing the outcome of an individual's performance of an activity. 22 TAC 217.11(2)

“Nursing peer review committee” includes a committee established under the authority of the governing body of a political subdivision for the purpose of conducting peer review.

A person shall establish a nursing peer review committee to conduct nursing peer review under Occupations Code Chapter 303 and Chapter 301:

1. For vocational nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses; and
2. For professional nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses, at least four of whom are RNs.

A person required to establish a nursing peer review committee under this section may contract with another entity to conduct peer review for the person.

Occupations Code 303.001(4), .0015

**Certified School
Counselor**

Note: Education Code 33.002 regarding certified school counselors applies only to school districts that apply for, receive, and allocate funds under Education Code 33.002(a).

A district with 500 or more students enrolled in elementary school grades shall employ a certified school counselor for each elementary school and at least one school counselor for each 500 elementary school students [see DBA].

A district with fewer than 500 students enrolled in elementary school grades shall provide guidance and counseling services to elementary school students by any of the following methods:

1. Employing a part-time certified school counselor.
2. Employing a part-time teacher who is also certified as a school counselor.
3. Entering into a shared services agreement with one or more other districts to share a certified school counselor.

Education Code 33.002

Note: Education Code 33.006 applies to all districts that employ school counselors.

School Counselor
Duties

The primary responsibility of a school counselor is to counsel students to fully develop each student's academic, career, personal, and social abilities. In addition, a school counselor shall:

1. Participate in planning, implementing, and evaluating a comprehensive developmental guidance program to serve all students and to address the special needs of students who are:
 - a. At risk of dropping out of school, becoming substance abusers, participating in gang activity, or committing suicide;
 - b. In need of modified instructional strategies; or
 - c. Gifted and talented, with emphasis on identifying and serving gifted and talented students who are educationally disadvantaged;
2. Consult with students' parents or guardians and make referrals as appropriate in consultation with parents or guardians;
3. Consult with school staff, parents, and other community members to help them increase the effectiveness of students' education and promote student success;
4. Coordinate people and resources in the school, home, and community;
5. With the assistance of school staff, interpret standardized test results and other assessment data that help a student make educational and career plans;
6. Deliver classroom guidance activities or serve as a consultant to teachers conducting lessons based on the school's guidance curriculum; and
7. Serve as an impartial, non-reporting resource for interpersonal conflicts and discord involving two or more students, including accusations of bullying under Education Code 37.0832.

Nothing in item 7, above, exempts a school counselor from any mandatory reporting requirements imposed by other provisions of law.

School Counselor
Policy

A board shall adopt a policy that requires a school counselor to spend at least 80 percent of the school counselor's total work time

on duties that are components of the district's comprehensive school counseling program under Education Code 33.005. [See FFEA] Time spent in administering assessment instruments or providing other assistance in connection with assessment instruments, except time spent in interpreting data from assessment instruments, is not considered time spent on counseling.

Each school in the district shall implement the policy. A copy of the policy shall be maintained in the office of each school in the district and made available on request during regular school hours to district employees, parents of district students, and the public.

Exception

If a board determines that, because of staffing needs in the district or at a school in the district, a school counselor must spend less than 80 percent of the school counselor's total work time on duties that are components of the district's comprehensive school counseling program, the policy shall:

1. Include the reasons why the counselor needs to spend less than 80 percent of the counselor's work time on duties that are components of the counseling program;
2. List the duties the counselor is expected to perform that are not components of the counseling program; and
3. Set the percentage of work time that the counselor is required to spend on components of the counseling program.

School Counselor Contracts

A district may not include a provision in an employment contract with a school counselor under Education Code Chapter 21 that conflicts with the policy or, except as provided below, has the effect of authorizing a school principal or school district superintendent to require a school counselor to generally perform duties that are not primarily related to a counseling function.

A district that complies with the exception above may not include a provision in an employment contract under Education Code Chapter 21 with an affected school counselor that has the effect of requiring the counselor to generally perform a duty that is not primarily related to a counseling function unless the duty is specified in the district's policy as required above.

Education Code 33.006(a)-(g)

Tracking and Documentation

A district shall require each district school counselor to track and document, using a standardized tracking tool, as established by the district, the time spent on work duties performed by the school counselor throughout a school year. This tracking tool shall:

1. Include the following components:

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- a. The total work time worked by the school counselor for the year;
 - b. The total time spent on the following duties that are components of a counseling program developed under Education Code 33.005:
 - (1) Provision of a guidance curriculum;
 - (2) Responsive services for students;
 - (3) Individual planning for students; and
 - (4) System support; and
 - c. The total time spent on duties that are not components of a counseling program developed under Education Code 33.005, including time spent in administering assessment instruments or providing other assistance in connection with assessment instruments (except time spent in interpreting data from assessment instruments); and
2. Be maintained by the district in a format that can be made available to the Texas Education Agency (TEA) upon request.

19 TAC 61.1073(b)

*Annual
Assessment*

A district shall annually assess its compliance with its school counselor policy and, on request by the commissioner, provide a written copy of the assessment to TEA on or before the date specified by the commissioner.

The assessment shall include:

1. Work time tracking documentation as described above for each school counselor in the district;
2. The number of school counselors whose work was in compliance with the district's school counselor policy; and
3. The number of school counselors in the district whose work was not in compliance with the district's school counselor policy.

The assessment shall be maintained by the district in a format that can be made available to TEA upon request.

Education Code 33.006(h); 19 TAC 61.1073(c), (d)

**Nonphysician Mental
Health Professional**

A district may employ or contract with one or more nonphysician mental health professionals.

In this section, “nonphysician mental health professional” means:

1. A psychologist licensed to practice in this state and designated as a health-service provider;
2. An RN with a master's or doctoral degree in psychiatric nursing;
3. A licensed clinical social worker;
4. A professional counselor licensed to practice in this state; or
5. A marriage and family therapist licensed to practice in this state.

Education Code 38.0101

Note: For information about mental health treatment, including counseling, see FFEA.

**School
Psychological
Services**

The rules of the Texas Behavioral Health Executive Council (TBHEC) acknowledge the unique difference in the delivery of school psychological services in schools from psychological services in the private sector. The TBHEC recognizes the purview of the State Board of Education (SBOE) and TEA in safeguarding the rights of school children in Texas. Mandated multidisciplinary team decision making, hierarchy of supervision, regulatory provisions, and past traditions of school psychological service delivery both nationally and in Texas, among other factors, allow for rules of practice in schools which reflect the occupational distinctions from the private practice of psychology. *22 TAC 465.38(a)*

Licensed Specialist
in School
Psychology (LSSP)

A person may not be employed by a school district as a school psychologist or associate school psychologist unless the person holds a specialist in school psychology license under Occupations Code 501.260. A specialist in school psychology license is the appropriate credential for a person who provides psychological services for a school district. *Education Code 21.003(b); Occupations Code 501.002(2), .260(a)*

The correct title for an individual holding a specialist in school psychology license is Licensed Specialist in School Psychology or (LSSP), or the individual may use the title School Psychologist. An LSSP who has achieved certification as a Nationally Certified School Psychologist (NCSP) may use this credential along with the license title of LSSP. *22 TAC 465.38(d)*

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School psychological services may be provided in Texas public schools only by LSSPs and interns and post-doctoral fellows working towards licensure as a psychologist. *22 TAC 465.38(e)*

Scope of Practice

An LSSP is trained to address psychological and behavioral problems manifested in and associated with educational systems by utilizing psychological concepts and methods in programs or actions that attempt to improve the learning, adjustment, and behavior of students. These activities include, but are not limited to:

1. Addressing special education eligibility;
2. Conducting manifestation determinations;
3. Assisting with the development and implementation of individual educational programs (IEPs);
4. Conducting behavioral assessments; and
5. Designing and implementing behavioral interventions and supports.

The assessment of emotional or behavioral disturbance, solely for educational purposes, using psychological techniques and procedures is considered the practice of school psychology.

An LSSP may not provide psychological services in any context or capacity outside of a public or private school.

22 TAC 465.38(b), (c)

Standards

The delivery of school psychological services in Texas public schools shall be consistent with nationally recognized standards for the practice of school psychology. *Occupations Code 501.260(c); 22 TAC 465.38(b)(3)*

Notice of
Assignment or
Subcontract

An LSSP who contracts with a school to provide school psychological services must notify the school of any intent or plan to subcontract or assign those services to another provider prior to entering into the agreement. An LSSP shall be responsible for ensuring the school psychological services delivered comply with TBHEC standards. *22 TAC 465.38 (e)(3)*

Compliance with
Applicable
Education Laws

LSSPs shall comply with all applicable state and federal laws affecting the practice of school psychology, including, but not limited to:

1. Texas Education Code;
2. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g;

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3. Individuals with Disabilities Education Act (IDEA), 20 U.S.C. 1400 et seq.;
4. Texas Public Information Act, Texas Government Code, Chapter 552;
5. Section 504 of the Rehabilitation Act of 1973; and
6. Americans with Disabilities Act (ADA) 42 U.S.C. 12101.

22 TAC 465.38 (f)

School Chaplains

A district may employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the board. A chaplain employed or volunteering is not required to be certified by SBEC.

A district that employs or accepts as a volunteer a chaplain shall ensure that the chaplain complies with the applicable requirements under Education Code Chapter 22, Subchapter C, before the chaplain begins employment or volunteering at the district.

A district may not employ or accept as a volunteer a chaplain who has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Code of Criminal Procedure Chapter 62.

Education Code 23.001

General Education

Consistent with the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks need not be consecutive.

If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program, as applicable.

Note: For provisions regarding inventory and requisition of instructional materials, including the annual certification, see CMD.

Definitions

“Instructional material” is defined as content that conveys the essential knowledge and skills of a subject in the public school curriculum through a medium or a combination of media for conveying information to a student.

The term includes:

1. Material used by a teacher, including a lesson plan, answer key, grading rubric, or unit plan;
2. Material used by a principal or campus instructional leader to support instruction; and
3. Material used by a student, including a book, supplementary materials, a combination of a book, workbook, and supplementary materials, computer software, magnetic media, DVD, CD-ROM, computer courseware, online services, or an electronic medium, or other means of conveying information to the student or otherwise contributing to the learning process through electronic means, including open education resource instructional material.

Education Code 31.002(1-a)

“Open education resource (OER) instructional material” is teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that allows for free use, reuse, modification, and sharing with others, including full courses, course materials, modules, textbooks, streaming videos, tests, software, and any other tools, materials, or techniques used to support access to knowledge. *Education Code 31.002(1-b)*

“Technological equipment” is hardware, a device, or equipment necessary for instructional use in the classroom, including to gain access to or enhance the use of electronic instructional materials; or professional use by a classroom teacher. *Education Code 31.002(4)*

State Materials Selection and Assistance

The State Board of Education (SBOE) shall review instructional materials provided to the board by the Texas Education Agency (TEA) under Education Code 31.023. Before approving instructional material, the SBOE may review the material and must determine that the material is free from factual error and suitable for the subject and grade level for which the material is designed, and, if

the material is intended to cover the foundational skills reading curriculum in kindergarten through third grade, does not include three-cueing, as defined by Education Code 28.0062(a-1). The SBOE shall add each approved material to a list of approved instructional materials and may add a material not approved to a list of rejected instructional materials. *Education Code 31.022(a)*

TEA Website

TEA shall develop and maintain an instructional material website to assist districts in locating and selecting instructional material. *Education Code 31.025(a)*

TEA Support

On request of a district, TEA shall provide the district assistance in evaluating, adopting, or using instructional materials.

Except as otherwise provided, TEA may not require a district to adopt or otherwise use instructional material reviewed by TEA or included on the list of approved instructional materials maintained by the SBOE.

Education Code 31.0251

OER Instructional
Material

Except as provided by Education Code 31.0721(b), OER instructional material may not be made available to students, teachers, educators, or other education professionals before being reviewed by TEA and included on the list of approved instructional materials maintained by the SBOE. *Education Code 31.0721(a)*

Except as otherwise provided by the Education Code, the commissioner may not require a district to adopt or use an OER instructional material. A district may adopt OER material at any time. A district may not be charged for a cost associated with the selection of an OER, except for the cost of printing copies of the material.

Education Code 31.073

Local Selection

A board shall select instructional materials in an open meeting as required by the Texas Open Meetings Act, including public notice. *19 TAC 66.104(a)*

Special Education

Adopted instructional materials shall be supplied to a student in special education classes as appropriate to the level of the student's ability and without regard to the grade for which the instructional material is adopted or the grade in which the student is enrolled. *19 TAC 66.104(c)*

Criminal Offense

A board member, administrator, or teacher commits an offense if the person receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the person is associated.

A board member, administrator, or teacher commits an offense if the person accepts a gift, favor, or service that:

1. Is given to the person or the person's school;
2. Might reasonably tend to influence the person in the selection of instructional material or technological equipment; and
3. Could not be lawfully purchased with state instructional materials funds.

"Gift, favor, or service" does not include:

1. Staff development, in-service, or teacher training; or
2. Ancillary materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

Education Code 31.152

**Human Sexuality
Materials**

Course materials relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) shall be selected by a board with the advice of the local school health advisory council (SHAC). *Education Code 28.004(e)*

[For more information on the requirements for adopting human sexuality instructional materials, see EHAA.]

**Instructional Material
Review**

Instructional materials selected for use in the public schools shall be furnished without cost to 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 [see CMD]. *Education Code 31.001*

Parental Access

A parent is entitled to:

1. Review all teaching materials, instructional materials, including while the child is participating in virtual or remote learning, and other teaching aids used in the classroom of the parent's child;
2. Review each test administered to the child after the test is administered; and
3. Observe virtual instruction while the parent's child is participating in virtual or remote learning to the same extent the parent would be entitled to observe in-person instruction of the child.

A district shall make tests readily available for review by parents in person and teaching materials readily available for review by parents both in person and, if applicable, through an instructional materials portal established under Education Code 31.154 [see CMD].

The district may specify reasonable hours for in-person review. A district may not deny a parent access to an instructional materials parent portal.

Review Period

In providing access to instructional materials to a student's parent under this provision, the district shall allow access beginning not later than 30 days before the school year begins and concluding not earlier than 30 days after the school year ends.

For the entire period, the district shall include access to all instructional materials that pertain to each subject area in the grade level in which the student is enrolled, except for tests or exams that have not yet been administered to the student and the student's graded assignments.

Taking Home Materials

A student's parent is entitled to request that a district allow the student to take home any instructional materials used by the student. Subject to the availability of the instructional materials, a district or school shall honor the request. A student who takes home instructional materials must return the instructional materials to school at the beginning of the next school day if requested to do so by the student's teacher.

Students Without Reliable Access to Technology

A district must provide the instructional materials to the student in printed format if the student does not have reliable access to technology at the student's home. This requirement does not require a district to purchase printed copies of instructional materials that the district would not otherwise purchase. A district may comply with this requirement by providing the student a printout of the relevant electronic instructional materials.

Learning Management System or Online Portal

A district that uses a learning management system or any online learning portal to assign, distribute, present, or make available instructional materials as defined by Education Code 31.002 [see EFA] to students shall provide login credentials to the system or portal to each student's parent.

Education Code 26.006

District Instructional Material Review

The board shall establish a process by which a parent of a student, as indicated on the student registration form at the student's campus, may request an instructional material review under Education Code 31.0252 [see below] for a subject area in the grade level in which the student is enrolled.

The process:

1. May not require more than one parent of a student to make the request;
2. Must provide for the board to determine if the request will be granted, either originally or through an appeal process; and
3. May permit the requesting parent to review the instructional material directly before the district conducts an instructional material review.

If the parents of at least 25 percent of the students enrolled at a campus present to the board in which the campus is located a petition for the board to conduct an instructional material review under Education Code 31.0252, the board shall conduct the review, unless the petition is presented by the parents of less than 50 percent of the students enrolled at the campus and, by a majority vote, the board denies the request. A review shall include a review of instructional materials for each subject area or grade level specified in the petition.

The board is not required to conduct a review for a specific subject area or grade level at a specific district campus more than once per school year.

Parental access to instructional material provided by an instructional material review conducted under this provision is in addition to any other right to access instructional material granted by the Education Code or school district policy.

Education Code 26.0061

TEA shall develop standards that a district may use to conduct a review of instructional materials used by a classroom teacher in a foundation curriculum course to determine the degree in which the material corresponds with the instructional materials adopted by the district and meets the level of rigor of the essential knowledge and skills for the grade level in which it is being used. Education Code 31.0252

Harmful Materials

“Harmful material” means material whose dominant theme taken as a whole:

1. Appeals to the prurient interest of a minor, in sex, nudity, or excretion;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and

3. Is utterly without redeeming social value for minors.

Penal Code 43.24(a)

Obscene

“Obscene” means material or a performance:

1. The average person, applying contemporary community standards, would find that taken as a whole appeals to the prurient interest in sex;
2. Depicts or describes
 - a. Patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or
 - b. Patently offensive representations or descriptions of masturbation, excretory functions, sadism, masochism, lewd exhibition of the genitals, the male or female genitals in a state of sexual stimulation or arousal, covered male genitals in a discernibly turgid state or a device designed and marketed as useful primarily for stimulation of the human genital organs; and
3. Taken as a whole, lacks serious literary, artistic, political, and scientific value.

Penal Code 43.21(1)

**Federally Required
Parental Inspection**

All instructional materials, including teacher’s manuals, films, tapes, or other supplementary material, that will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the United States Department of Education shall be available for inspection by the parents or guardians of the children. *20 U.S.C. 1232h(a)* [For more information about the Protection of Pupil Rights Amendment (PPRA), see FA.]

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional ma-

material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: As of the date issued below, the following sections of the Texas Education Code are enjoined by the United States Fifth Circuit Court of Appeals: 35.001, 35.002, 35.0021, 35.003. *Book People, Inc. v. Wong*, 91 F.4th 318 (5th Cir. 2024). These sections, as well as any other sections that are not severable, are unenforceable unless affected by further legal action.

School Library

A district possesses significant discretion to determine the content of its school libraries. A district must, however, exercise its discretion in a manner consistent with the First Amendment.

Removal of Library
Materials

Students' First Amendment rights are implicated by the removal of books from the shelves of a school library. A district shall not remove materials from a library for the purpose of denying students access to ideas with which the district disagrees. A district may remove materials because they are pervasively vulgar or based solely upon the educational suitability of the books in question.

Bd. of Educ. v. Pico, 457 U.S. 853 (1982)

Standards

The *School Library Programs: Standards and Guidelines for Texas* are adopted by the Texas State Library and Archives Commission. The standards and guidelines are applicable to local Texas school districts. *13 TAC 4.1*

A district shall consider the standards in developing, implementing, or expanding library services. *Education Code 33.021(b)*

Collection
Development

A district shall adhere to the standards for school library collection development in developing or implementing the district's library collection development policies. *Education Code 33.021(c)*

**Library Material
Definitions**

Patently Offensive

"Patently offensive" means so offensive on its face as to affront current community standards of decency.

Sexually Explicit
Material

"Sexually explicit material" means any communication, language, or material, including a written description, illustration, photographic image, video image, or audio file, other than library material directly related to the curriculum required under Education Code 28.002(a) (foundation and enrichment curriculum) that describes, depicts, or portrays sexual conduct, as defined by Penal Code 43.25, in a way that is patently offensive, as defined by Penal Code 43.21.

Education Code 33.021; Penal Code 43.21(a)(4)

Harmful Material “Harmful material” means material whose dominant theme taken as a whole:

1. Appeals to the prurient interest of a minor, in sex, nudity, or excretion;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and
3. Is utterly without redeeming social value for minors.

Penal Code 43.24(a)

**Library Collection
Development
Standards**

A district must approve and institute a collection development policy that describes the processes and standards by which a school library acquires, maintains, and withdraws materials.

A school library collection should include materials that are age appropriate and suitable to the campus and students it serves and include a range of materials. A school library collection should:

1. Enrich and support the Texas Essential Knowledge and Skills (TEKS) and curriculum established by Education Code 28.002 [see EHAA], while taking into consideration students’ varied interests, maturity levels, abilities, and learning styles;
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards;
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis; and
4. Represent the ethnic, religious, and cultural groups of the state and their contribution to Texas, the nation, and the world.

13 TAC 4.2(a)-(b)

Responsibility A district is responsible for ensuring its school libraries implement and adhere to these collection development standards. *13 TAC 4.2(j)*

A district should ensure a professional librarian certified by the State Board for Educator Certification or other dedicated professional library staff trained on proper collection development standards is responsible for the selection and acquisition of library materials. *13 TAC 4.2(f)*

Procedures A district must develop collection assessment and evaluation procedures to periodically appraise the quality of library materials in

the school library to ensure the library's goals, objectives, and information needs are serving its school community and should stipulate the means to weed or update the collection. *13 TAC 4.2(g)*

A district may add procedures to these minimum requirements to satisfy local needs so long as the added procedures do not conflict with these minimum requirements. *13 TAC 4.2(i)*

Policy
Requirements

A school library collection development policy must:

1. Describe the purpose and collection development goals;
2. Designate the responsibility for collection development;
3. Establish procedures for the evaluation, selection, acquisition, reconsideration, and deselection of materials;
4. Consider the distinct age groups, grade levels, and possible access to materials by all students within a campus;
5. Include a process to determine and administer student access to material rated by library material vendors as "sexually relevant" as defined by Education Code 35.001 consistent with any policies adopted by the Texas Education Agency (TEA) and local school board requirements; *[This regulation is inoperable; see editorial note above.]*
6. Include an access plan that, at a minimum, allows efficient parental access to the district's library and online library catalog; and
7. Comply with all applicable local, state, and federal laws and regulations. Specifically, a collection development policy must:
 - a. Recognize that parents are the primary decision makers regarding their student's access to library material;
 - b. Prohibit the possession, acquisition, and purchase of harmful material, as defined by Penal Code 43.24, library material rated sexually explicit material by the selling library material vendor under Education Code 35.002 *[inoperable; see editorial note above]*, or library material that is pervasively vulgar or educationally unsuitable as referenced in *Pico v. Board of Education*, 457 U.S. 853 (1982);
 - c. Recognize that obscene content is not protected by the First Amendment to the United States Constitution;

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- d. Be required for all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs;
- e. Ensure schools provide library catalog transparency, including, but not limited to:
 - (1) Online catalogs that are publicly available; and
 - (2) Information about titles and how and where material can be accessed;
- f. Recommend schools communicate effectively with parents regarding collection development, including, but not limited to:
 - (1) Access to district/campus policies relating to school libraries;
 - (2) Consistent access to library resources; and
 - (3) Opportunities for students, parents, educators, and community members to provide feedback on library materials and services; and
- g. Prohibit the removal of material based solely on the ideas contained in the material or the personal background of the author of the material or characters in the material.

Evaluation of
Materials

Evaluation of materials as referenced in this provision includes a consideration of the factors described at 13 Administrative Code 4.2(b), consideration of local priorities and district standards, and at least two of the following:

- 1. Consideration of recommendations from parents, guardians, and local community members;
- 2. Consultation with the district's educators and library staff and/or consultation with library staff of similarly situated districts and their collections and collection development policies;
- 3. An extensive review of the text of item;
- 4. The context of a work, including consideration of the contextual characteristics, overall fit within existing school library collection, and potential support of the school curriculum; or
- 5. Consideration of authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book

reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

Policy Review

A district's collection development policy should be reviewed at least every three years and updated as necessary.

13 TAC 4.2(c)-(d), (h)

**Reconsideration of
Library Material**

A reconsideration process as referenced in this provision should ensure that any parent or legal guardian of a student currently enrolled in the district or employee of the district may request the reconsideration of a specific item in their school district's library catalog.

A reconsideration process should:

1. Establish a uniform procedure an individual must follow when filing a request;
2. Require a district to include a form to request a reconsideration of an item on the school's public internet website if the school has a public internet website or ensure the form is publicly available at a district administrative office;
3. Require that the completed request for reconsideration form be distributed to the superintendent or superintendent designee, school librarian, and the board at the time of submission;
4. Include a reasonable timeframe, approved by the board, for the review and final decision by a committee charged with the review of the item in its entirety. A district should convene a review committee in accordance with criteria established by the district to ensure a thorough and fair process. A reasonable timeframe should take into account:
 - a. The time necessary to convene a committee to meet and review the item;
 - b. Flexibility that may be necessary depending on the number of pending reconsideration requests; and
 - c. Other factors relevant to a fair and consistent process, including informing the requester on the progress of the review in a timely fashion;
5. Establish a uniform process approved by the board for the treatment of any library material undergoing reconsideration;
6. Include a review and appeal process approved by the board; and

7. Provide that if an item has gone through the reconsideration process and remains in the collection, a district may not be required to reconsider an item within two calendar years of the final decision.

13 TAC 4.2(e)

**Library Material
Purchases**

[See editorial note above.]

Ratings
Requirement

A library material vendor may not sell library materials to a district unless the vendor has issued appropriate ratings regarding sexually explicit material and sexually relevant material previously sold to a district.

A library material vendor may not sell library material rated sexually explicit material and shall issue a recall for all copies of library material sold to a district that is rated sexually explicit material and in active use by the district.

Education Code 35.002(a)-(b)

TEA Library
Material List

Not later than September 1 of each year, each library material vendor shall submit to TEA an updated list of library material rated as sexually explicit material or sexually relevant material sold by the vendor to a district during the preceding year and still in active use by the district. TEA shall post each submitted list in a conspicuous place on its website. *Education Code 35.002(d)-(e)*

Prohibited Vendor
List

A district may not purchase library material from a library material vendor on TEA's website list of vendors who have failed to comply with Education Code 35.003(b). *Education Code 35.003(d)*

**Procedures for
Sexually Relevant
Material**

[See editorial note above.]

Sexually Relevant
Material

"Sexually relevant material" means any communication, language, or material, including a written description, illustration, photographic image, video image, or audio file, other than library material directly related to the curriculum required under Education Code 28.002(a) (foundation and enrichment curriculum), that describes, depicts, or portrays sexual conduct, as defined by Penal Code 43.25. *Education Code 35.001*

Parent Consent

A district may not allow a student enrolled in the district to reserve, check out, or otherwise use outside the school library material the library material vendor has rated as sexually relevant material under Education Code 35.002(a) (library vendor ratings) unless the district first obtains written consent from the student's parent or person standing in parental relation. *Education Code 35.005*

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**Review and
Reporting of Library
Material**

Not later than January 1 of every odd-numbered year, each district shall:

1. Review the content of each library material in the catalog of a district library that is rated as sexually relevant material by the library material vendor;
2. Determine in accordance with the district's policies regarding the approval, review, and reconsideration of school library materials whether to retain each library material reviewed; and
3. Either post a report in a conspicuous place on the district website or provide physical copies of the report at the central administrative building for the district.

The report must include the title of each library material reviewed; the district's decision regarding the library material; and the school or campus where the library material is currently located.

Education Code 35.006

Liability

A district or a teacher, librarian, or other staff member employed by a district is not liable for any claim or damage resulting from a library material vendor's violation of Education Code Chapter 35.

Education Code 35.004

Joint Facilities

A district may enter into contracts with a county or municipality in which the district is located to provide joint library facilities. The board and the commissioner's court of the county or governing body of the municipality must conduct public hearings before entering into such a contract. The hearings may be held jointly. *Education Code 33.022*

Note: For information related to the selection of instructional materials, see EFA.

**Collection
Development Policy**

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

Collection
Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

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6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and
Evaluation of
Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

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Protection from
Inappropriate
Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of
Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or ad-

ministrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Reconsideration
Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Identification

Child Find

A district shall ensure that all children residing within the district who have disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to:

1. Homeless children;
2. Children who are wards of the state;
3. Children attending private schools;
4. Highly mobile children (including migrant children); and
5. Children who are suspected of being in need of special education but who are advancing from grade to grade.

20 U.S.C. 1412(a)(3)(A); 34 C.F.R. 300.111(a)(1)(i), (c)

*Private School
Students*

A district shall conduct a timely and meaningful consultation with private school representatives regarding the child find process and the provision of special education and related services to children enrolled in private schools in the district.

A district shall undertake activities similar to those undertaken for public school children and shall complete the child find process for children enrolled in private schools in a time period comparable to that for other students attending public schools in the district.

20 U.S.C. 1412(a)(10)(A)(ii)-(iv) [See EHBAC regarding students in nondistrict placement.]

*Preschool
Students*

A district shall develop a system to notify district residents with children who are at least three and younger than six and who are eligible for enrollment in a special education program of the availability of the program. *Education Code 29.009*

**Requests and
Referrals for
Evaluation**

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. *20 U.S.C. 1414(a)(1)(E)*

Referral of students for a full individual and initial evaluation for possible special education services shall be a part of a district's overall general education referral or screening system. Either a parent, the Texas Education Agency (TEA), another state agency, or the district may initiate a request for an initial evaluation.

District Obligation to
Refer

Students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial; remedial; compensatory; response to evidence-based intervention; and other academic or behavior support services. A student is not required to be provided with interventions for any

specific length of time prior to a referral being made or a full individual and initial evaluation being conducted. If the student continues to experience difficulty in the general classroom with the provision of interventions, district personnel must refer the student for a full individual and initial evaluation. A referral for a full individual and initial evaluation may be initiated at any time by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

19 TAC 89.1011(a)

Parental Request

If a parent submits a written request to a district's director of special education services or to a district administrative employee for a full individual and initial evaluation of a student, the district shall, not later than the 15th school day after the date the district receives the request:

1. Provide the parent with prior written notice of its proposal to conduct an evaluation consistent with 34 C.F.R. 300.503, a copy of the procedural safeguards notice required by 34 C.F.R. 300.504, and an opportunity to give written consent for the evaluation; or
2. Provide the parent with prior written notice of its refusal to conduct an evaluation consistent with 34 C.F.R. 300.503, and a copy of the procedural safeguards notice required by 34 C.F.R. 300.504.

19 TAC 89.1011(b); Education Code 29.004(c); 20 U.S.C. 1414(a)(1); 34 C.F.R. 300.301

Notice of Rights

A reasonable time before a district proposes or refuses to initiate the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student, the district shall provide written notice to the student's parent or guardian. *20 U.S.C. 1415(b)(3); 34 C.F.R. 300.503(a)* [See EHBAE]

Initial Evaluation
Required

A district shall conduct a full individual and initial evaluation before the initial provision of special education and related services. *20 U.S.C. 1414(a)(1)(A)*

*Consent for Initial
Evaluation*

Before a district conducts an initial evaluation, it shall make reasonable efforts to obtain informed parental consent.

If the parent does not provide consent for an initial evaluation, or if the parent fails to respond to a request to provide consent, a district may, but is not required to, pursue the initial evaluation by utilizing due process procedures [see EHBAE], except to the extent inconsistent with state law relating to such parental consent.

Parental consent to initial evaluation shall not be construed as consent for placement for special education and related services.

20 U.S.C. 1414(a)(1)(D)(i)(I); 34 C.F.R. 300.300(b)

Wards of the
State

If the child is a ward of the state and is not residing with the child's parent, a district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation, unless:

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent;
2. The rights of the parent have been terminated; or
3. The rights of the parent to make educational decisions have been subrogated and an individual appointed by a judge to represent the student has given consent for an initial evaluation.

20 U.S.C. 1414(a)(1)(D)(iii); 34 C.F.R. 300.300(a)(2)

*Time Frame for
Completion of
Written Report*

A district must complete the written report of a full individual and initial evaluation:

1. Not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent. If a student has been absent from school during that period on three or more school days, the period must be extended by a number of school days equal to the number of school days during that period on which the student has been absent; or
2. For students under five years of age by September 1 of the school year and not enrolled in public school and for students enrolled in a private or homeschool setting, not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent.

If a district receives written consent for the evaluation from the student's parent at least 35 but less than 45 school days before the last instructional day of the school year, the written report of a full individual and initial evaluation of a student must be provided to the student's parent not later than June 30 of that year.

If a district receives written consent signed by a student's parent less than 35 school days before the last instructional day of the school year or if the district receives the written consent at least 35 but less than 45 school days before the last instructional day of the school year but the student is absent from school during that period on three or more days, the report must be completed not later

than the 45th school day following the date the district received written consent, except that the period must be extended by a number of school days equal to the number of school days during that period on which the student has been absent.

A student is considered absent for the school day if the student is not in attendance at the school's official attendance taking time or at the alternate attendance taking time set for that student. A student is considered in attendance if the student is off campus participating in an activity that is approved by the school board and is under the direction of a professional staff member of the school district or an adjunct staff member who has a minimum of a bachelor's degree and is eligible for participation in the Teacher Retirement System of Texas.

"School day" does not include a day that falls after the last instructional day of the spring school term and before the first instructional day of the subsequent fall school term.

These time frames shall not apply if the parent repeatedly fails or refuses to produce the child for the evaluation.

Transfer
Students

A district shall ensure that evaluations of children who transfer from one district to another in the same academic year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations.

If a student was in the process of being evaluated for special education eligibility by a district and enrolls in another school district before the previous district completed the full individual and initial evaluation, the new district must coordinate with the previous district as necessary and as expeditiously as possible to ensure a prompt completion of the evaluation in accordance with 34 C.F.R., 300.301(d)(2) and (e) and 300.304(c)(5).

The timelines above do not apply in such a situation if:

1. The new school district is making sufficient progress to ensure a prompt completion of the evaluation; and
2. The parent and the new school district agree to a specific time when the evaluation will be completed.

20 U.S.C. 1414(a)(1)(C), (b)(3)(D); 34 C.F.R. 300.301(c)-(e); Education Code 29.004; 19 TAC 89.1011

*Psychological
Examinations*

If a district determines that an additional examination or test is required for the initial and individual evaluation, the district shall provide the information required by Education Code 29.0041(a) and

shall obtain additional parental consent. If a parent does not give consent within 20 calendar days after the district provided the information, the parent's consent is considered denied.

The time required for a district to provide information and seek consent may not be counted toward the time frame for completion of an evaluation. [See Time Frame for Completion of Written Report, above]

Education Code 29.0041

**Eligibility and
Reevaluations**

A student is eligible to participate in a district's special education program if:

1. The student is between the ages of 3 and 21, inclusive;
2. The student has one or more of the disabilities listed in federal regulations, state law, or both; and
3. The student's disability(ies) prevents the student from being adequately or safely educated in the public schools without the provision of special services.

20 U.S.C. 1401(3); Education Code 29.003(b); 19 TAC 89.1035

Disability Definitions

To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 C.F.R. 300.8(a), subject to the provisions of 34 C.F.R. 300.8(c), Education Code 29.003, and 19 Administrative Code 89.1040. The provisions in 19 Administrative Code 89.1040 specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law. *19 TAC 89.1040*

[For more information on special education of students with dyslexia and related disorders, see EHB.]

**Visual and Auditory
Impairments**

Students with visual impairments or who are deaf or hard of hearing shall be eligible to participate in a district's special education program from birth. *19 TAC 89.1035(b); Education Code 30.002(e), .081*

**Determination of
Initial Eligibility**

Upon completion of the administration of assessments and other evaluation measures, a team of qualified professionals and the parent shall make the determination of whether the child has a disability and of the educational needs of the child.

A district shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

20 U.S.C. 1414(b)(4); 34 C.F.R. 300.306(a)

The admission, review, and dismissal (ARD) [see EHBAB] committee must make its decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement within 30 calendar days from the date of the completion of the written full individual and initial evaluation report. If the 30th day falls during the summer and school is not in session, the student's ARD committee has until the first day of classes in the fall to finalize decisions concerning the student's initial eligibility determination, IEP, and placement, unless the full individual and initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

When a report is provided to a parent not later than June 30 as described at Time Frame for Completion of Written Report, above, the ARD committee must meet not later than the 15th school day of the following school year to consider the evaluation. If, however, an evaluation indicates that a student will need ESY services, the ARD committee must meet as expeditiously as possible.

19 TAC 89.1011(d), (e)

[For information regarding the evaluation and identification process when dyslexia is a suspected disability, see EHB.]

Consent for
Services

*Initial Provision of
Services*

A district must obtain informed consent from the parent for the initial provision of special education and related services. If the parent of a child fails to respond to a request for, or refuses to consent to, the initial provision of services, the district:

1. May not use the procedures in 34 C.F.R. part 300 subpart E (including the mediation and due process procedures) in order to obtain agreement or a ruling that the services may be provided to the child;
2. Will not be considered to be in violation of the requirement to make FAPE available to the child for the failure to provide the services for which the district requests consent; and
3. Is not required to convene an ARD meeting or develop an IEP for the child for the services.

*Revoking
Consent*

If, at any time after the provision of initial services, the parent of a child revokes consent in writing for the continued provision of services, the district:

1. May not continue to provide services to the child, but must provide prior written notice before ceasing services;

2. May not use the procedures in 34 C.F.R. part 300 subpart E in order to obtain agreement or a ruling that the services may be provided to the child;
3. Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further services; and
4. Is not required to convene an ARD meeting or develop an IEP for further provision of services.

34 C.F.R. 300.300(b)

Reevaluations

A district shall ensure that each child with a disability is reevaluated if the district determines that the educational or related services needs of the child, including improved academic achievement and functional performance, warrant a reevaluation, or if the child's parent or teacher requests a reevaluation.

Reevaluation shall occur:

1. No more than once a year, unless the parent and the district agree otherwise; and
2. At least once every three years, unless the parent and district agree that a reevaluation is unnecessary.

A district shall obtain informed parental consent before conducting a reevaluation, except that informed parental consent is not needed if the district can demonstrate that it has taken reasonable measures to obtain consent and the child's parent has failed to respond.

20 U.S.C. 1414(a)(2), (c)(3); 34 C.F.R. 300.303

Evaluation for
Change in Eligibility

A district must evaluate a child with a disability before determining that the child is no longer a child with a disability. However, an evaluation is not required before the termination of eligibility due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates under the aforementioned circumstances, a district must provide a summary of academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals. *34 C.F.R. 300.305(e); 20 U.S.C. 1414(c)(5)*

All students graduating under 19 Administrative Code 89.170 [see EIF] must be provided with a summary of academic achievement and functional performance as described above. 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), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C). *19 TAC 89.1070(g)*

**Independent
Evaluation**

The parents have a right to obtain an independent educational evaluation of their child. If a parent requests an independent evaluation, a district shall provide the parents with information regarding where one can be obtained and the district's criteria for independent evaluations.

The results of a parent-initiated independent educational evaluation, whether at public or private expense, must be considered by the district if it meets the district's criteria, in any decision made with respect to providing FAPE to the child.

*At Public
Expense*

If a parent requests an independent evaluation at public expense, the district shall, without unnecessary delay, either:

1. File a due process complaint to request a hearing to show that its evaluation is appropriate; or
2. Ensure that an independent evaluation is provided at public expense, unless the district demonstrates that the evaluation obtained by the parent did not meet district criteria.

*At Private
Expense*

If a district initiates a hearing, and the final decision is that the district's evaluation is appropriate, the parent still has a right to an independent evaluation, but not at public expense.

34 C.F.R. 300.502

**Prescription
Medication**

An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

**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), who must, to the extent practicable, be a teacher who is responsible for implementing a portion of the student's IEP;
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. 300.156.

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

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)*

**Students New to a
District**

In-State Transfers

When a student transfers to a new district within the state in the same school year and the parents or previous district verifies that the student had an IEP that was in effect in the previous district, 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 20 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 or previous district verifies that the student had an IEP that was in effect in the previous district, 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 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 20 school days from the date the student is verified as being a student eligible for special education services.

19 TAC 89.1050(j)(1)-(2)

Transfer During the
Summer

A student who registers 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, if the parents or in- or out-of-state district verifies before the new school year begins that the student had an IEP that was in effect in the previous district, 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. If the student's eligibility for special education and related services cannot be verified before the start of the new school year, the timelines for transfer students apply to the student.

If the new district wishes to convene an ARD committee meeting to consider revision to the student's IEP before the beginning of the school year, the new district must determine whether the parent will agree to waive the requirement in 19 Administrative Code 89.1050(d) that the written notice of the ARD committee meeting must be provided at least five school days before the meeting. If the parent agrees to a shorter timeframe, the new district must make every reasonable effort to hold the ARD committee meeting prior to the first day of the new school year if the parent agrees to the meeting time.

19 TAC 89.1050(j)(4)-(5)

Verification

For purposes of the transfer provisions in 19 Administrative Code 89.1050, "verify" means that the new school district has received a copy of the student's IEP that was in effect in the previous district.

Services Before
Verification

While waiting for verification, the new district must take reasonable steps to provide, in consultation with the student's parents, services comparable to those the student received from the previous district if the new district has been informed by the previous school district of the student's special education and related services and placement.

19 TAC 89.1050(j)(6)-(7)

Transfer of Records

The new district must take reasonable steps to promptly obtain the student's records from the previous school district, and, in accordance with Education Code 25.002, and 34 C.F.R. 300.323(g), the previous district 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 10th 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 is completed in accordance with the timelines established in 19 Administrative Code 89.1011 (relating to Full and Individual Initial Evaluation).

When a student who is homeless or in substitute care is eligible for special education and transfers into a new 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*

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 families of their eligibility for the SSES program and shall provide the following at the student's ARD committee meeting: instructions and resources on accessing the online accounts and information about the types of goods and services that are available through the SSES grant.

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 re-view 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 (ac-

quisition, 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 must have the opportunity to participate in a collaborative manner in developing the IEP. The district must take all reasonable actions necessary to ensure that the parent understands the proceedings of the ARD committee meeting, including arranging for an interpreter for parents who are deaf or hard of hearing or whose native language is a language other than English. A decision of the ARD committee concerning required elements of the IEP must 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 10 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.

19 TAC 89.1050(g); Education Code 29.005(c)

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 op-

portunity 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)

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Title III Requirements A district that receives funds under Title III of the Elementary and Secondary Education Act shall comply with the statutory requirements regarding English learners and immigrant students. *20 U.S.C. 6801-7014*

A district that receives funds under Title I or Title III to provide a language instruction educational program shall, not later than 30 days after the beginning of the school year, inform the parents of an English learner identified for participation in such a program of the information required by 20 U.S.C. 6312(e)(3). *20 U.S.C. 6312(e)(3)*

Definitions

“Alternative language program” means a temporary instructional plan that meets the affective, linguistic, and cognitive needs of emergent bilingual students and equips the teacher under a bilingual education exception or English as a second language (ESL) waiver to align closely to the required bilingual or ESL program through the comprehensive professional development plan.

“Certified bilingual education teacher” means a teacher appropriately certified in bilingual education as well as for the grade level and content area.

“Certified English as a second language teacher” means a teacher appropriately certified in ESL as well as for the grade level and content area. The term “certified English as a second language teacher” is synonymous with the term “professional transitional language educator” used in Education Code 29.063.

“Dual language immersion (DLI) program” means a state-approved bilingual program model in accordance with Education Code 29.066.

“Emergent bilingual student” means a student whose primary language is other than English and whose English language skills are such that the student has difficulty performing ordinary classwork in English. “Emergent bilingual student” also means a student identified by the language proficiency assessment committee (LPAC) who is in the process of acquiring English and has another language as the student’s primary or home language. This term is interchangeable with English learner as used in federal regulations and replaces the term “limited English proficient student.”

“English as a second language program” means a special language program in accordance with Education Code, Chapter 29, Subchapter B. Another related term for an ESL program is “English as an additional language program.”

“English proficient student” means a former emergent bilingual student who has met reclassification as English proficient by the LPAC.

“Exit” refers to the point when a student is no longer classified as an emergent bilingual student (i.e., the student is reclassified) and the student ends bilingual or ESL program participation with parental approval and based on the recommendation of the LPAC. The term "exit" is synonymous with the description in Education Code, Chapter 29, of "transferring out" of bilingual or special language programming. For the purpose of meeting the goals of a DLI program, the LPAC may recommend continued program participation beyond reclassification.

“Language proficiency assessment committee” means a designated group of committee members as described in 19 Administrative Code 89.1220 (relating to Language Proficiency Assessment Committee) that ensures the appropriate identification, placement, assessment, services, reclassification, and monitoring of emergent bilingual students. The LPAC also meets in conjunction with all other committees related to programs and services for which an emergent bilingual student qualifies.

“Parent” includes the parent or legal guardian of the student in accordance with Education Code 29.052.

“Reclassification” means the process by which the LPAC determines that an emergent bilingual student has met the appropriate criteria to be classified as English proficient, and the student enters year 1 of monitoring as indicated in the Texas Student Data System Public Education Information Management System.

Education Code 29.052; 19 TAC 89.1203(1), (3)-(4), (6), (8)-(9), (11)-(12), (14), (17), (21)

**District
Responsibility**

Each district shall:

1. Identify emergent bilingual students based on criteria established by the state;
2. Provide bilingual education and ESL programs as integral parts of the general program;
3. Seek appropriately certified teaching personnel to ensure that emergent bilingual students are afforded full opportunity to master the essential knowledge and skills; and
4. Assess academic achievement and linguistic progress in accordance with Education Code Chapter 29 to ensure account-

ability for emergent bilingual students and the schools that serve them.

19 TAC 89.1201(a)

Identification of Emergent Bilingual Students

Within the first four weeks of the first day of school, the LPAC shall determine and report to the board the number of emergent bilingual students on each campus and shall classify each student according to the language in which the student possesses primary proficiency. A board shall report that information to the Texas Education Agency (TEA) before November 1 each year. *Education Code 29.053(b)*

Language Proficiency Assessment Committees

A district shall by local board policy establish and operate one or more LPACs. The district shall have on file a policy and procedures for the selection, appointment, and orientation of members of the LPAC(s).

A district shall establish and operate a sufficient number of LPACs to enable them to discharge their duties within four weeks of the enrollment of an emergent bilingual student.

19 TAC 89.1220(a), (e)

Membership of LPAC

The LPAC shall include:

1. An appropriately certified bilingual educator (for students served through a bilingual education program);
2. An appropriately certified ESL educator (for students served through an ESL program);
3. A parent of an emergent bilingual student participating in a bilingual or ESL program; and
4. A campus administrator.

A district may add other trained members to the committee.

No parent serving on the LPAC shall be an employee of the district.

All members of the LPAC, including parents, shall be acting for the district and shall observe all laws and rules governing confidentiality of information concerning individual students. A district shall be responsible for the orientation of all members, including the parents, of the LPAC.

<i>Meetings</i>	<p>The LPAC may use alternative meeting methods, such as phone or video conferencing and the use of electronic signatures that adhere to district policy.</p> <p><i>19 TAC 89.1220(b)-(d), (f); Education Code 29.063(a)-(b);</i></p>
<i>Duties</i>	<p>The LPAC shall have the duties set forth at Education Code 29.063(c) and 19 Administrative Code 89.1220(g)-(i), (k), including duties to review information, classify students, notify parents, and monitor student academic progress.</p>
Home Language Survey	<p>A district shall administer only the TEA-developed home language survey to each new student enrolling for the first time in a Texas public school in any grade from prekindergarten through grade 12. This home language survey will serve as the original and only home language survey throughout the student's educational experience in Texas public schools. The district shall require that the survey be signed by the student's parent for each student in prekindergarten through grade 8, or by the student in grades 9 through 12.</p> <p>It is the district's responsibility to ensure that the student's parent understands the language used in the survey and its implications. The original copy of the survey shall be kept in the student's permanent record and transferred to any subsequent Texas public school districts in which the student enrolls.</p> <p>If the response on the home language survey indicates that a language other than English is or was used for communication, the student shall be tested in accordance with 19 Administrative Code 89.1226 (Testing and Classification of Students).</p> <p>If a parent determines an error was made when completing the original home language survey, the parent may request a correction only if the student has not yet been assessed for English proficiency; and corrections are made within two calendar weeks of the student's initial enrollment date in Texas public schools.</p> <p><i>19 TAC 89.1215(a), (c), (e)</i></p>
English Language Proficiency Testing	<p>Within four calendar weeks of initial enrollment in a Texas public school, a student with a language other than English indicated on the home language survey shall be administered the state-approved English language proficiency test in accordance with 19 Administrative Code 89.1226 and shall be identified as emergent bilingual and recommended for placement into the required bilingual education or ESL program in accordance with the testing and classification requirements in 19 Administrative Code 89.1226. <i>19 TAC 89.1226(b)</i></p>

Emergent Bilingual
Classification

The LPAC may classify a student as emergent bilingual if:

1. The student's ability in English is so limited or the student's disabilities are so severe that assessment procedures cannot be administered;
2. The student's score or relative degree of achievement on the TEA-approved English proficiency test is below the levels established by TEA as indicative of reasonable proficiency;
3. The student's primary language proficiency score as measured by a TEA-approved test is greater than the student's proficiency in English; or
4. The LPAC determines, based on other information, including a teacher evaluation, parental viewpoint, or student interview, that the student's primary language proficiency is greater than the student's proficiency in English or that the student is not reasonably proficient in English.

Education Code 29.056(c)

Parental Notice and
Consent

Not later than the 10th day after the date of the student's classification as an emergent bilingual student, the LPAC shall give written notice to the student's parent. *Education Code 29.056(d)*

The district shall notify the parent in English and in the parent's primary language that their child has been identified as an emergent bilingual student and recommended for placement in the required bilingual education or ESL program using the TEA-developed identification and placement letter.

The entry or placement of a student in the bilingual education or ESL program must be approved in writing by the student's parent or through allowable alternatives described in 19 Administrative Code 89.1220, in order to have the student included in the bilingual education allotment. The parent's approval shall be considered valid for the student's continued participation in the required bilingual education or ESL program until the student meets the reclassification criteria described in 19 Administrative Code 89.1226(i) (Testing and Classification of Students), the student graduates from high school, or a change occurs in program placement. A change between bilingual education and ESL program placement requires new parental approval using the TEA-developed change in placement letter.

If a parent denies program placement at any point, the TEA-developed denial letter shall be used to ensure parents are informed of the implications of program denial, including understanding that the child will continue to be identified as an emergent bilingual student

and will continue to be assessed annually using the Texas English Language Proficiency Assessment System (TELPAS) until reclassification criteria have been met.

The district shall use the TEA-developed letter to give written notification to the student's parent of the student's reclassification as English proficient and acquire written approval for his or her exit from the bilingual education or ESL program. Students meeting reclassification criteria who have been recommended for exit by the LPAC may only exit the bilingual education or ESL program with parental approval. Parental approval is also required for students participating in a dual language immersion program who have met reclassification criteria and for whom the LPAC has recommended continued program participation as an English proficient student.

19 TAC 89.1240(a)-(b); Education Code 29.056(a)

Pending completion of the identification process, receipt of LPAC documentation for transferring students, or parental approval of an identified emergent bilingual student's placement into the bilingual education or ESL program recommended by the LPAC, a district shall place the student in the recommended program. Only emergent bilingual students with parental approval for program participation will be included in the bilingual education allotment.

A district may place a student in or exit a student from a program without written approval of the student's parent if:

1. The student is 18 years of age or has had the disabilities of minority removed;
2. The parent provides approval through a phone conversation or email that is documented in writing and retained; or
3. An adult who the district recognizes as standing in parental relation to the student provides written approval. This may include a foster parent or employee of a state or local governmental agency with temporary possession or control of the student.

19 TAC 89.1220(j), (m)

Participation of
Other Students

With the approval of a district and a student's parents, a student who is not LEP may also participate in a bilingual education program. *Education Code 29.058*

The number of participating non-emergent bilingual students shall not exceed 40 percent of the number of students enrolled in the bilingual education program district-wide. *19 TAC 89.1233(c)*

Students with
Disabilities

For students with disabilities, a district shall utilize the state's criteria for identification of emergent bilingual students as described in 19 Administrative Code 89.1226(f) (relating to Testing and Classification of Students) and shall establish placement procedures that ensure that the placement recommendation by the LPAC, in conjunction with the admission, review, and dismissal (ARD) committee, in a bilingual education or English as a second language program is not refused based on the student's disabling condition.

LPAC members shall meet in conjunction with ARD committee members to review progress and provide recommendations regarding the educational needs of each emergent bilingual student who also qualifies for services in the district's special education program. [See EHBAB] 19 TAC 89.1230

**Bilingual and ESL
Programs**

Each district that has an enrollment of 20 or more students identified as emergent bilingual students in any language classification in the same grade level district-wide shall offer a bilingual education program for the emergent bilingual students in prekindergarten through the elementary grades with that language classification. "Elementary grades" shall include at least prekindergarten through grade 5; sixth grade shall be included when clustered with elementary grades.

A district required to provide a bilingual education program shall offer dual-language instruction (English and primary language) in prekindergarten through the elementary grades, using one of the four bilingual program models described in 19 Administrative Code 89.1210 (relating to Program Content and Design).

19 TAC 89.1205(a)-(b); Education Code 29.053(c)-(d)

A district shall provide an ESL program to all emergent bilingual students for whom a district is not required to offer a bilingual education program, regardless of the students' grade levels and primary language, and regardless of the number of such students, except in cases where a district exercises the option to provide a bilingual education program that is not required by law [see below]. A district required to provide an ESL program shall provide an ESL program using one of the two models described in 19 Administrative Code 89.1210. *19 TAC 89.1205(c)-(d)*

A district is authorized to establish a bilingual education program even if the district has fewer than 20 students identified as emergent bilingual students in any language classification in the same grade level district-wide and is not required to do so under the law. A district is also authorized to establish bilingual education programs at grade levels at which the district is not required under the law to establish bilingual programs. If a district does operate such a

	<p>program under this authorization, the district shall adhere to all program requirements in 19 Administrative Code 89.1210, .1227, .1228, and .1229. <i>19 TAC 89.1205(f)-(g)</i></p>
Exceptions and Waivers	<p>A district shall comply with the requirements for bilingual education exceptions and ESL waivers under 19 Administrative Code 89.1207. <i>Education Code 29.054; 19 TAC 89.1207</i></p> <p>A district that is unable to employ a sufficient number of teachers, including part-time teachers, who meet the certification requirements for bilingual education and ESL program shall apply for an exception or waiver to the certification requirement on or before November 1. <i>19 TAC 89.1245(b)</i></p>
Program Design	<p>A district that is required to offer a bilingual education or ESL program shall provide each emergent bilingual student the opportunity to be enrolled in the required program at his or her grade level.</p> <p>A district's bilingual education or ESL program shall comply with the program content and design requirements of 19 Administrative Code 89.1210. A district shall provide for ongoing coordination between the bilingual or ESL program and the general educational program.</p> <p><i>19 TAC 89.1210(a)-(b)</i></p> <p>Emergent bilingual students shall participate with their non-emergent bilingual peers in general education classes provided in subjects such as art, music, and physical education. A district shall provide students enrolled in the program a meaningful opportunity to participate fully with other non-emergent bilingual peers in all extracurricular activities. Elective courses included in the curriculum may be taught in a language other than English. <i>Education Code 29.055, .057(b); 19 TAC 89.1210(f)</i></p>
<i>Bilingual Education Program Models</i>	<p>The bilingual education program shall be implemented through at least one of the following program models:</p> <ol style="list-style-type: none">1. Transitional bilingual/early exit;2. Transitional bilingual/late exit;3. Dual language immersion/one-way; or4. Dual language immersion/two-way. <p><i>19 TAC 89.1210(c)</i></p>
<i>ESL Program Models</i>	<p>The ESL program shall be implemented through one of the following program models:</p>

1. An ESL/content-based program model is an English acquisition program that serves students identified as emergent bilingual students through English instruction by a teacher appropriately certified in ESL under Education Code 29.061(c), using content-based language instruction in reading and language arts, mathematics, science, and social studies. The goal of content-based ESL is for emergent bilingual students to attain full proficiency in English in order to participate equitably in school.
2. An ESL/pull-out program model is an English acquisition program that serves students identified as emergent bilingual students through English instruction using content-based language instruction methods provided by an appropriately certified ESL teacher under Education Code 29.061(c), through English reading and language arts in a pull-out or inclusionary delivery setting. The goal of ESL pull-out is for emergent bilingual students to attain full proficiency in English in order to participate equitably in school.

19 TAC 89.1210(d)

Dual Language
Immersion Program

A district may adopt a DLI program for students enrolled in elementary school grades. *Education Code 28.005(c), .0051(c)*

Implementation

Program implementation shall:

1. Begin at prekindergarten, kindergarten, or grade 1 as applicable, according to the district's earliest grade level provided;
2. Continue without interruption incrementally through the elementary grades;
3. Consider expansion to middle school and high school whenever possible; and
4. Include participation of former emergent bilingual students who have reclassified as English proficient for the duration of the program.

19 TAC 89.1227(e)

Requirements

A DLI program model shall be a full-time program of academic instruction in the program's partner language and English for all program participants, emphasizing the participation of identified emergent bilingual students. Access to the DLI program shall not be restricted based on race, creed, color, religious affiliation, age, or disability.

A DLI program shall meet the minimum requirements described in 19 Administrative Code 89.1227.

19 TAC 89.1227(b)

*Two-Way DLI
Program
Enrollment*

Student enrollment in a two-way DLI program model is optional for non-emergent bilingual students. The program shall fully disclose candidate selection criteria and ensure that access to the program is not based on race, creed, color, religious affiliation, age, or disability. Additionally, identified emergent bilingual students and non-emergent bilingual students shall not be restricted access to the two-way DLI program model based on any linguistic or academic achievement measures in the program's partner language or English.

A district implementing a two-way DLI program model shall develop a policy on enrollment and continuation for students in the program model. The policy must address:

1. Equitable access, including the program's intention to maintain a ratio of 50 percent emergent bilingual students to 50 percent non-emergent bilingual students and have no more than two-thirds speakers of the partner language to one-third speakers of English in each classroom;
2. Program goals and benefits;
3. The district's commitment to providing equitable access to services for emergent bilingual students and to ensuring continuity of program for all program participants;
4. The program's language allocation plan for the grade levels in which the program will be implemented;
5. Support of program goals as stated in 19 Administrative Code 89.1210 (Program Content and Design); and
6. Expectations for students and parents.

19 TAC 89.1228(a)-(c)

A district implementing a two-way DLI program model shall obtain written parental approval as follows:

1. For emergent bilingual students in accordance with 19 Administrative Code 89.1240; and
2. For non-emergent bilingual students, through a district-developed process.

19 TAC 89.1228(d)

*Two-Way DLI
Program State
Assessment*

A district implementing a two-way DLI program model shall determine the appropriate assessment option for program participants as follows:

1. For emergent bilingual students, the LPAC shall convene before the administration of the state criterion-referenced test each year to determine the appropriate assessment option for each emergent bilingual student in accordance with 19 Administrative Code 89.1220(i) (Language Proficiency Assessment Committee).
2. For non-emergent bilingual students, the appropriate assessment option for the administration of the state criterion-referenced test each year is determined by the LPAC or through a district-developed process.

19 TAC 89.1228(e)

*School District
Recognition*

A district may recognize one or more of its schools that implement an exceptional DLI program if the school meets all of the following criteria:

1. The school must meet the minimum requirements stated in 19 Administrative Code 89.1227.
2. The school must receive an acceptable performance rating in the state accountability system.
3. The school must not be identified for any stage of intervention for the district's bilingual and/or ESL program under the state's accountability system.

*Student
Recognition*

A student participating in a DLI program or any other state-approved bilingual or ESL program may be recognized by the program and the board by earning a performance acknowledgement in accordance with 19 Administrative Code 74.14. [See EIF]

19 TAC 89.1229

Facilities

Bilingual education and ESL programs shall be located in public schools of the district with equitable access to all educational resources rather than in separate facilities. A district may concentrate the programs at a limited number of facilities within the district. Recent immigrant emergent bilingual students shall not remain enrolled in a newcomer center for longer than two years. *Education Code 29.057; 19 TAC 89.1235*

Cooperation Among
Districts

A district may join with one or more other districts to provide the required bilingual education or special language programs. The availability of the programs shall be publicized throughout the districts involved.

A district may allow a nonresident emergent bilingual student to enroll in or attend its bilingual education or special language programs if the student's district of residence does not provide an appropriate program. The tuition for the student shall be paid by the district in which the student resides.

Education Code 29.059; 19 TAC 89.1205(e)

Documentation

A student's permanent record shall contain the documentation items required by 19 Administrative Code 89.1220(l). Documentation in a student's permanent record shall be forwarded in the same manner as other student records to another school district in which the student enrolls. *19 TAC 89.1220(l)*

For students previously enrolled in a Texas public school, the receiving district shall secure the student records, including the original home language survey and LPAC documentation as described in 19 Administrative Code 89.1220(l), as applicable. All attempts to contact the sending district to request records shall be documented. Multiple attempts to obtain the student's original home language survey shall be made. *19 TAC 89.1215(d)*

Summer Program

If a district is required to offer a bilingual education or special language program, it shall offer a voluntary summer school program for emergent bilingual children who will be eligible for admission to kindergarten or first grade at the beginning of the next school year.

A school that operates on a semester system shall offer the program during the period school is recessed for the summer and for one-half day for eight weeks or on a similar schedule approved by the board. A school that operates on any other system shall offer 120 hours of instruction on a schedule established by the board.

The program must be an intensive bilingual education or special language program that meets the standards set by TEA, and the student/teacher ratio may not exceed 18:1. A district shall comply with the requirements of 19 Administrative Code 89.1250 in providing such a program.

Other Programs

A district may establish on a full- or part-time basis other summer school, extended day, or extended week bilingual education or special language programs for emergent bilingual students and may join with other districts in establishing such programs.

The programs required or authorized by Education Code 29.060 may not be a substitute for programs required to be provided during the regular school year.

Education Code 29.060; 19 TAC 89.1250

Personnel

Teachers assigned to a bilingual education program using one of the following program models must be appropriately certified in bilingual education:

1. Transitional bilingual/early exit program model; or
2. Transitional bilingual/late exit program model.

Education Code 29.061(b)

Teachers assigned to a bilingual education program using a dual language immersion/one-way or two-way program model must be appropriately certified for:

1. Bilingual education for the component of the program provided in a language other than English; and
2. Bilingual education or English as a second language for the component of the program provided in English.

A district that provides a bilingual education program using a dual language immersion/one-way or two-way program model may assign a teacher certified for the language other than English component of the program and a different teacher certified for the English language component.

Education Code 29.061(b-1)-(b-2)

A district shall take all reasonable affirmative steps to assign appropriately certified teachers to the required bilingual education and ESL programs. A district that is unable to secure a sufficient number of appropriately certified bilingual education and/or ESL teachers to provide the required programs may request activation of the appropriate permits in accordance with 19 Administrative Code Chapter 230. 19 TAC 89.1245(a); *Education Code 29.061(c)*

A district that is unable to provide the required bilingual education program because of an insufficient number of appropriately certified teachers shall request from the commissioner an exception to the bilingual education program and the approval of a temporary alternative language program. Emergent bilingual students with parental approval for program participation under a bilingual education exception will be included in the bilingual education allotment designated for an alternative language program. The approval of an exception to the bilingual education program shall be valid only during the school year for which it was granted. A request for a bilingual education program exception must be submitted by November 1 and shall adhere to the requirements in 19 Administrative Code 89.1207. [See Exceptions and Waivers, above] 19 TAC 89.1207(a)-(b); *Education Code 29.054*

Emergent Bilingual Students and State Assessments

In kindergarten-grade 12, an emergent bilingual student shall participate in the state assessment in accordance with commissioner's rules at 19 Administrative Code Chapter 101, Subchapter AA. [See EKBA]

Program Exit

A district may transfer an emergent bilingual student out of a bilingual education or special language program for the first time or a subsequent time if the student is able to participate equally in a regular all-English instructional program as determined by:

1. TEA-approved tests administered at the end of each school year to determine the extent to which the student has developed oral and written language proficiency and specific language skills in English;
2. Satisfactory performance on the reading assessment instrument under Education Code 39.023(a) or an English language arts assessment instrument under Education Code 39.023(c), as applicable, with the assessment instrument administered in English, or, if the student is enrolled in the first or second grade, an achievement score at or above the 40th percentile in the reading and language arts sections of an English standardized test approved by TEA; and
3. TEA-approved criterion-referenced tests and the results of a subjective teacher evaluation.

Education Code 29.056(g)

Notice to Parents

A district shall give written notification to the student's parent of a student's reclassification as English proficient and his or her exit from the bilingual or ESL program and acquire written approval. Students meeting reclassification requirements may continue in the bilingual education or ESL program with parental approval. *19 TAC 89.1240(b)*

Post-Exit Monitoring and Reenrollment

The language proficiency assessment committee may reenroll the student in the program if later evidence suggests that a student who has been transferred out of a bilingual education or special language program has inadequate English proficiency and achievement. Classification of students for reenrollment must be based on the criteria required by Education Code 29.056. *Education Code 29.056(h)*

The LPAC shall reevaluate a student who is transferred out of a bilingual education or special language program if the student earns a failing grade in a subject in the foundation curriculum during any grading period in the first two school years after the student is transferred to determine whether the student should be reenrolled in a bilingual education or special language program.

During the first two school years after a student is transferred out of a bilingual education or special language program, the LPAC shall review the student's performance and consider:

1. The total amount of time the student was enrolled in bilingual education or special language programs;
2. The student's grades each grading period in each subject in the foundation curriculum;
3. The student's performance on state assessment instruments;
4. The number of credits the student has earned toward high school graduation, if applicable; and
5. Any disciplinary actions taken against the student under Education Code Chapter 37, Subchapter A.

After the evaluation, the LPAC may require intensive instruction for the student or reenroll the student in a bilingual education or special language program.

Education Code 29.0561

Program Evaluation

A district that is required to implement a bilingual education or ESL program shall conduct an annual evaluation in accordance with 19 Administrative Code 89.1265. The annual evaluation report shall be presented to the board before November 1 of each year. The report shall be retained at the district level and must meet the requirements of 19 Administrative Code 89.1265(b)-(c).

A district shall report to parents the progress of their child in acquiring English as a result of participation in the program offered to emergent bilingual students.

In alignment with the district improvement plan, each school year, the principal of each campus, with assistance from the campus level committee, shall develop, review, and revise the campus improvement plan for the purposes of improving student performance for emergent bilingual students. [See BQB]

19 TAC 89.1265

Innovative Courses

A district may offer innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum. The State Board of Education (SBOE) may approve discipline-based courses in the foundation or enrichment curriculum and courses that do not fall within any of the subject areas listed in the foundation and enrichment curricula when the applying district or organization demonstrates that the proposed course is academically rigorous and addresses documented student needs. Applications shall not be approved if the proposed course significantly duplicates the content of a Texas Essential Knowledge and Skills (TEKS)-based course or can reasonably be taught within an existing TEKS-based course.

To request approval from the SBOE, the applying district or organization must submit a request for approval at least six months before planned implementation. The request must address the elements listed at 19 Administrative Code 74.27(a)(3).

To request approval from the commissioner for a career and technical education innovative course, the applying district or organization must submit with its request for approval evidence that the course is aligned with state and/or regional labor market data.

To request approval of a new innovative course, the applying district or organization must submit with its request for approval evidence that the course has been successfully piloted in its entirety in at least one school in the state of Texas. This requirement does not apply to the consideration of a course developed to support a program of study in career and technical education.

Newly approved innovative courses shall be approved for a period of three years, and courses approved for renewal shall be approved for a period of five years.

With the approval of the board, a district may offer, without changes or deletions to content, any state-approved innovative course.

19 TAC 74.27(a)(1)-(8)

Magnet Schools or Programs

A district may operate a magnet program, academy, or other innovative program to serve student populations with specialized interests and aptitudes. *19 TAC 74.22(b)*

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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.

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)*

Religious Holy Days

The board may consider the dates of religious holy days or periods of observance likely to be observed by the students enrolled in the district during the period set by the State Board of Education (SBOE) for the administration of state assessment instruments in establishing:

1. The district's calendar for that school year; and
2. The instructional days within that period on which students are administered the required assessment instruments, provided that the board not exclude more than two instructional

days from that period based solely on the occurrence of a single religious holy day or period of observance.

“Religious holy day or period of observance” means a holy day or a period of holy days observed by a religion whose places of worship would be exempt from property taxation under Tax Code 11.20.

In establishing a school calendar under this provision, the board shall provide for alternative dates for the administration of state assessment instruments to a student who is absent from school to observe a religious holy day or period of observance on the date an assessment instrument is administered.

Education Code 39.0238

*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)*

Paper
Administration

A district may administer a state assessment instrument required under Education Code 39.023(a), (c), or (l) in paper format to any student whose parent, guardian, or teacher in the applicable subject area requests the assessment instrument be administered to the student in paper format.

A request for the administration of an assessment instrument in paper format to a student must be submitted to the district:

1. For a fall administration of an assessment instrument, not later than September 15 of the school year in which the assessment instrument will be administered; and
2. For a spring administration of an assessment instrument, not later than December 1 of the school year in which the assessment instrument will be administered.

The number of students enrolled at a district who are administered an assessment instrument in paper format for any single administration under this provision may not exceed three percent of the number of students enrolled in the district. On receipt of more requests for administration of an assessment instrument than the maximum number permitted, the district shall accept the requests in the order received until the maximum number is reached.

This limitation does not apply to a student whose ARD committee determines that the administration of an assessment instrument in paper format is a necessary modification for the student.

Education Code 39.02342

**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 as-

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)-(3)

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)*

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 SBOE 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

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

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 re-

maining 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)*

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)

Note: For information on instructional requirements for students who fail to perform satisfactorily on a state assessment instrument, see EHBC and EHBCA.

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 aca-

demic 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)

**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 10 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: This policy encompasses many, but not all, rights held by parents of Texas public school children. Additional information regarding parent rights exists throughout the policy manual, including:

- District-level and site-based decision making at BQA and BQB
- Access to review instructional materials at the EF series
- Requests for educational programs at EHA
- Human sexuality instruction at EHAA
- Special education at the EHBA series
- Student retention at EIE
- Homeschool rights at FD
- Consent to medical treatment at the FFA series
- Consent to mental health and counseling at FFEA and FFEB
- Access to student records at FL
- Complaints and grievances processes at FNG
- Access to campus and campus visitor policies at GKC

**Education Code
Chapter 26**

Parents are partners with educators, administrators, and the board in their children’s education. Parents shall be encouraged to actively participate in creating and implementing educational programs for their children. *Education Code 26.001(a)*

Unless otherwise provided by law, a board, an administrator, an educator, or other person may not limit parental rights. *Education Code 26.001(c)*

“Parent” Defined

For purposes of Education Code Chapter 26 (Parental Rights), “parent” includes a person standing in parental relation, but does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order. Except as provided by federal law, all rights of a parent under Education Code Title 2 and all educational rights under Family Code 151.001(a)(10) shall be exercised by a student who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code Chapter 31, unless the student has been determined to be incompetent or the student’s rights have been otherwise restricted by a court order. *Education Code 26.002*

PARENT RIGHTS AND RESPONSIBILITIES

FA
(LEGAL)

Parental Rights

Parental rights listed in Education Code Chapter 26 are:

1. Rights concerning academic programs. *Education Code 26.003, .0061* [See EHA, EIF, FDB, and FMH]
2. Access to student records. *Education Code 26.004* [See FL]
3. Access to state assessments. *Education Code 26.005* [See EKB]
4. Access to teaching materials and test results, and observation of virtual instruction. *Education Code 26.006* [See EF series and EKB]
5. Access to board meetings, other than a closed meeting under the Open Meetings Act. *Education Code 26.007* [See BE and BEC]
6. Right to full information concerning a student. *Education Code 26.008* [See DF, FFE, and FM]
7. Right to information concerning special education and education of students with learning disabilities. *Education Code 26.0081* [See FB]
8. Requests for public information. *Education Code 26.0085* [See GBA and GBAA]
9. Consent required for certain activities. *Education Code 26.009* [See EHA, FFE, FL, FM, and FO]
10. Refusal of psychiatric or psychological treatment of child as basis for report of neglect. *Education Code 26.0091* [See FFG]
11. Exemption from instruction. *Education Code 26.010* [See EMB]

Right to Attend School Activities

Unless limited by court order, a parent appointed as a conservator of a child has at all times the right to attend school activities, including school lunches, performances, and field trips. *Family Code 153.073(a)(6)*

Objection to School Assignment

The parent or person standing in parental relation to any student may object to the student's school assignment. Upon receiving a written petition to request or object to a student's assignment, a board shall follow the procedures set forth at Education Code 25.034. *Education Code 25.033(2), .034* [See FDB]

Challenge to Education Records

A district shall give a parent or eligible student, on request, an opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in

the records is inaccurate, misleading, or in violation of the privacy rights of the student. *34 C.F.R. 99.21* [See FL]

Public Information Requests

A district that receives a request from a parent for public information relating to the parent's child shall comply with Government Code Chapter 552 (Public Information Act). A district shall also comply with the deadlines and provisions set forth at Education Code 26.0085. *Gov't Code Ch. 552; Education Code 26.0085* [See GBAA]

Title I Funding — Parent Right to Know

Professional Qualifications

At the beginning of each school year, a district shall notify the parents of each student attending any school receiving funds under Title I, Part A of the Elementary and Secondary Education Act (ESEA), that the parents may request, and the district will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers. *20 U.S.C. 6312(e)(1)(A)* [See DBA]

Title I Required Notice

A school that receives funds under Title I, Part A of ESEA shall provide to each individual parent of a child who is a student in such school, with respect to such student:

1. Information on the level of achievement and academic growth of the student, if applicable and available, on each of the required state academic assessments [see EKB]; and
2. Timely notice that the student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned [see DBA].

20 U.S.C. 6312(e)(1)(B)

For information on the parent and family engagement requirements for districts receiving funds under the Elementary and Secondary Education Act, see EHBD.

Information Collection

U.S. ED-Funded Surveys (PPRA)

Under the Protection of Pupil Rights Amendment (PPRA), no student shall be required, as part of any program funded in whole or in part by the United States Department of Education (U.S. ED), to submit to a survey, analysis, or evaluation that reveals information concerning the following topics without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent:

1. Political affiliations or beliefs of the student or the student's parents.

2. Mental and psychological problems of the student or the student's family.
3. Sex behavior and attitudes.
4. Illegal, anti-social, self-incriminating, and demeaning behavior.
5. Critical appraisals of other individuals with whom students have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or student's parent.
8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

20 U.S.C. 1232h(b)

Information
Collection Funded
by Other Sources
Policies

Except as provided by 20 U.S.C. 1232h(a) or (b) [see U.S. ED Funded Surveys, above], as a condition of receiving funds for a program funded in whole or in part by the U.S. ED, a district shall develop and adopt policies, in consultation with parents, pursuant to 20 U.S.C. 1232h(c)(1), regarding the following:

1. The parent's right to inspect a survey created by a third party before the survey is administered or distributed by a school to the student and any applicable procedures for granting a request by a parent for reasonable access to such survey within a reasonable period of time after the request is received.
2. A district's arrangements to protect student privacy in the event a survey containing one or more of the items listed under U.S. ED-Funded Surveys, above, is administered or distributed to a student.
3. The parent's right to inspect any instructional material used in the educational curriculum for the student and any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received.
4. The administration of physical examinations or screenings that a district may administer to the student.
5. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. This provision does not apply to use of per-

sonal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as recruiters, book clubs, curriculum and instructional materials used by schools, sale by students of products or services to raise funds for school-related or education-related activities, or student recognition programs.

6. The parent's right to inspect any instrument used in collection of personal information in item 5 above, before the instrument is administered and any applicable procedures for granting a request by a parent for reasonable access to such instrument within a reasonable period of time after the request is received.

A district need not develop and adopt new policies if the Texas Education Agency (TEA) or the district had in place, on January 8, 2002, policies covering the requirements of 20 U.S.C. 1232h(c)(1). [See CRD, FFAA, FL, and FNG]

*Parental
Notification*

A district shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of the students enrolled in schools served by the district. At a minimum, a district shall:

1. Provide notice at least annually, at the beginning of the school year and within a reasonable time after any substantive change in the policies; and
2. Offer an opportunity for the parent to opt the student out of participation in an activity described below.

A district shall directly notify the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when activities, described below, are scheduled or expected to be scheduled. The following activities require notification under this provision:

1. Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information.
2. The administration of any survey containing one or more items described at U.S. ED-Funded Surveys, above.
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance, and not necessary

to protect the immediate health and safety of the student or of other students.

20 U.S.C. 1232h(c)(1)-(4) [See FFAA]

“Personal Information” Defined

The term “personal information” means individually identifiable information, including a student’s:

1. First and last name;
2. Home or physical address, including street name and city or town;
3. Telephone number; or
4. Social security identification number.

20 U.S.C. 1232h(c)(6)(E)

For information about parental access to instructional materials under the PPRA, see FA.

Videotapes and Recordings

A district employee must obtain the written consent of a child’s parent before the employee may make or authorize the making of a videotape of a child or record or authorize the recording of a child’s voice.

Exceptions

A district employee is not required to obtain the consent of a child’s parent before the employee may make a videotape of a child or authorize the recording of a child’s voice if the videotape or voice recording is to be used only for:

1. The purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses;
2. A purpose related to a cocurricular or extracurricular activity;
3. A purpose related to regular classroom instruction;
4. Media coverage of the school; or
5. A purpose related to the promotion of student safety under Education Code 29.022.

Education Code 26.009 [See EHA, EHBAF, FM, and FO]

Consent to Medical Treatment

The school in which a minor student is enrolled may consent to medical, dental, psychological, and surgical treatment of that student, provided all of the following conditions are met:

1. The person having the power to consent as otherwise provided by law cannot be contacted.
2. Actual notice to the contrary has not been given by that person.
3. Written authorization to consent has been received from that person.

Family Code 32.001(a)(4)

Form of Consent

Consent to medical treatment under this policy shall be in writing, signed by the school official giving consent, and given to the doctor, hospital, or other medical facility that administers the treatment. The consent must contain:

1. The name of the student.
2. The name of one or both parents, if known, and the name of the managing conservator or guardian of the student, if either has been appointed.
3. The name of the person giving consent and the person's relation to the student.
4. A statement of the nature of the medical treatment to be given.
5. The date on which the treatment is to begin.

Family Code 32.002

Minor's Consent to Treatment

A minor may consent to medical, dental, psychological, and surgical treatment furnished by a licensed physician or dentist if the minor:

1. Is 16 years of age and residing separate and apart from the minor's parents, managing conservator, or guardian, with or without the consent of the parents, conservator, or guardian and regardless of the duration of the residence, and is managing his or her own financial affairs, regardless of the source of the income;
2. Consents to the diagnosis and treatment of any infectious, contagious, or communicable disease required to be reported to the Texas Department of State Health Services (DSHS), including all reportable diseases under Health and Safety Code 81.041;

3. Is unmarried and pregnant, and consents to hospital, medical, or surgical treatment, other than abortion, related to her pregnancy; or
4. Consents to examination and treatment for drug or chemical addiction, drug or chemical dependency, or any other condition directly related to drug or chemical use.

Family Code 32.003; Planned Parenthood of Cent. Mo. v. Danforth, 428 U.S. 52 (1976); Bellotti v. Baird, 443 U.S. 622 (1979)

**Telehealth in
Medicaid Covered
Services**

Telemedicine medical services and telehealth services authorized as Texas Medicaid covered services must meet the conditions specified in 1 Administrative Code 354.1432(5). 1 TAC 354.1432(5)

**Administering
Medication**

Upon adoption of policies concerning the administration of medication to students by district employees, the district, its board, and its employees are immune as described below, provided:

1. The district has received a written request to administer the medication from the parent, legal guardian, or other person having legal control of the student.
2. When administering prescription medication, the medication is administered either:
 - a. From a container that appears to be the original container and to be properly labeled; or
 - b. From a properly labeled unit dosage container filled by a registered nurse or another qualified district employee, as determined by district policy, from a container that appears to be the original container and to be properly labeled.

**By Volunteer
Professionals**

If a district provides liability insurance for a licensed physician or registered nurse who provides volunteer services to the district, a board may allow the physician or nurse to administer to any student nonprescription medication or medication currently prescribed for the student by the student's personal physician.

**Immunity from Civil
Liability**

A district, a board, and its employees shall be immune from civil liability for damages or injuries resulting from the administration of medication to a student in accordance with this policy.

Education Code 22.052(a)-(b)

[See DG regarding protection of nurses for refusal to perform acts.]

**Self-Administration
of Asthma or
Anaphylaxis
Medicine**

A student with asthma or anaphylaxis may possess and self-administer prescription asthma or anaphylaxis medicine while on school property or at a school-related event or activity if:

1. The medicine has been prescribed for that student as indicated by the prescription label on the medicine;
2. The student has demonstrated to the student's physician or other licensed health-care provider and the school nurse, if available, the skill level necessary to self-administer the prescription medication, including the use of any device required to administer the medication;
3. The self-administration is done in compliance with the prescription or written instructions from the student's physician or other licensed health-care provider; and
4. A parent of the student provides to the school:
 - a. Written authorization, signed by the parent, for the student to self-administer the prescription medicine while on school property or at a school-related event or activity; and
 - b. A written statement, signed by the student's physician or other licensed health-care provider, that states:
 - (1) That the student has asthma or anaphylaxis and is capable of self-administering the medicine;
 - (2) The name and purpose of the medicine;
 - (3) The prescribed dosage for the medicine;
 - (4) The times at which or circumstances under which the medicine may be administered; and
 - (5) The period for which the medicine is prescribed.

The physician's statement must be kept on file in the school nurse's office, or, if there is no school nurse, in the office of the principal of the school the student attends.

[See FFAF for care of students with diagnosed food allergies at risk for anaphylaxis.]

**No Waiver of
Immunity**

The provisions above neither waive any liability or immunity nor create any liability for or a cause of action against a district, a board, or its employees.

Education Code 38.015

Sunscreen Products A student may possess and use a topical sunscreen product while on school property or at a school-related event or activity to avoid overexposure to the sun and not for the medical treatment of an injury or illness if the product is approved by the federal Food and Drug Administration for over-the-counter use. This provision does not waive any immunity from liability of a district, its board, or its employees; or create any liability for or a cause of action against a district, its board, or its employees. *Education Code 38.021*

Dietary Supplements A district employee commits a Class C misdemeanor offense if the employee:

1. Knowingly sells, markets, or distributes a dietary supplement that contains performance enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's school district duties; or
2. Knowingly endorses or suggests the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by a primary or secondary education student with whom the employee has contact as part of the employee's school district duties.

Education Code 38.011(a), (c)

Prescription Medication and Special Education Students An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

[See FFEB for information regarding psychotropic drugs and psychiatric evaluations]

Low-THC Cannabis A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the cultivation, production, dispensing, or possession of low-THC cannabis, as authorized by the Texas Compassionate-Use Act. *Health and Safety Code 487.201*

**Dextromethorphan
(Certain Cold
Medication)**

A district may not adopt or enforce an ordinance, order, rule, regulation, or policy that governs the sale, distribution, or possession of dextromethorphan. *Health and Safety Code 488.005*

**Maintenance and
Administration of
Opioid Antagonists**

Each district shall adopt and implement a policy regarding the maintenance, administration, and disposal of opioid antagonists at each campus in the district that serves students in grades 6 through 12 and may adopt and implement such a policy at each campus in the district, including campuses serving students in a grade level below grade 6.

The policy adopted must:

1. Provide that school personnel and school volunteers who are authorized and trained may administer an opioid antagonist to a person who is reasonably believed to be experiencing an opioid-related drug overdose;
2. Require that each school campus subject to a policy adopted under this provision have one or more school personnel members or school volunteers authorized and trained to administer an opioid antagonist present during regular school hours;
3. Establish the number of opioid antagonists that must be available at each campus at any given time; and
4. Require that the supply of opioid antagonists at each school campus subject to a policy adopted under this provision must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an opioid antagonist.

Education Code 38.222(a), (c); 25 TAC 40.84(b)-(c)

Definitions

“Authorized healthcare provider” means a physician, as defined in Education Code 38.201, or person who has been delegated prescriptive authority by a physician under Occupations Code Chapter 157.

“Campus” means a unit of a district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

“Opioid antagonist” as defined in Health and Safety Code 483.101, means any drug that binds to opioid receptors and blocks or otherwise inhibits the effects of opioids acting on those receptors.

“Opioid-related drug overdose” as defined in Health and Safety Code 483.101, means a condition, evidenced by symptoms of extreme physical illness, decreased level of consciousness, constriction of the pupils, respiratory depression, or coma, that a layperson would reasonably believe to be the result of the consumption or use of an opioid.

25 TAC 40.82(2)-(3), (5)-(6)

Maintenance

Once a district adopts an opioid antagonist medication policy, a campus implementing an opioid policy must stock opioid antagonist medication.

Prescription

A campus must obtain a prescription from a physician or a person who has been delegated prescriptive authority to stock, possess, and maintain the established number of doses of opioid antagonists as determined by a district, on each campus as described in Education Code 38.225 (Prescription of Opioid Antagonists).

The campus must renew this prescription or obtain a new prescription annually.

The number of additional doses may be determined by an individual campus review led by a physician or a person who has been delegated prescriptive authority.

25 TAC 40.85(a)-(b)

Standing Order

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe opioid antagonists in the name of a school district. *Education Code 38.225(a); 25 TAC 40.85(c)*

Storage of Medication

The unassigned opioid antagonist medication must be stored in a secure location and be easily accessible, in accordance with the manufacturer's guidelines and local policy of the district.

Disposal

Used, unassigned opioid antagonists are considered infectious waste and must be disposed of according to the school's blood-borne pathogen control policy.

Expired, unassigned opioid antagonists must be disposed of in accordance with the Federal Drug Administration's disposal of unused medications guidelines and local policy of the district.

25 TAC 40.85(d)-(f)

Reporting Requirement

The campus must submit the report no later than the 10th business day after the date a school personnel member or school volunteer administers an opioid antagonist in accordance with the unassigned opioid antagonist medication policy.

The report shall be submitted to the following individuals and entities:

1. The district;
2. The physician or other person who prescribed the opioid antagonist; and
3. The commissioner of DSHS.

Notifications to the commissioner of DSHS must be submitted on the designated electronic form available on DSHS School Health Program website found at dshs.texas.gov.

25 TAC 40.87(b)-(c)

The school shall report the following information:

1. The age of the person who received the administration of the opioid antagonist;
2. Whether the person who received the administration of the opioid antagonist was a student, a school personnel member or school volunteer, or a visitor;
3. The physical location where the opioid antagonist was administered;
4. The number of doses of opioid antagonist administered;
5. The title of the person who administered the opioid antagonist; and
6. Any other information required by the commissioner of education.

Education Code 38.223(b)

Records Retention Records relating to implementing and administering the district unassigned opioid antagonist medication policy must be retained per the campus record retention schedule. *25 TAC 40.87(a)*

Training A district that adopts an opioid antagonist policy is responsible for training school personnel and school volunteers in the administration of an opioid antagonist. *Education Code 38.224(a)*

Training must include information on:

1. Recognizing the signs and symptoms of an opioid-related drug overdose;
2. Responding to an opioid-related drug overdose and administering an opioid antagonist;

3. Implementing emergency procedures, after administering an opioid antagonist;
4. Understanding the medical purpose and misuse of opioids; and
5. Properly disposing of used or expired opioid antagonists.

Training must:

1. Be provided annually in a formal training session or through online education, including practicing the administration of an opioid antagonist with an opioid antagonist trainer device; and
2. Be provided in accordance with the policy adopted under Education Code 21.4515.

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers who are trained and authorized to administer the unassigned opioid antagonist medication on the campus.

25 TAC 40.86(b)-(c)

Gifts, Grants, and
Donations

A district may accept gifts, grants, donations, and federal and local funds to implement these provisions. *Education Code 38.226*

Immunity

A person who in good faith takes, or fails to take, any action under Education Code Chapter 38, Subchapter E-1 is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.227. *Education Code 38.227*

**Maintenance and
Administration of
Epinephrine Auto-
Injectors**

Note: The following provisions apply only to a district that will adopt an unassigned epinephrine auto-injector policy.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of epinephrine auto-injectors at each campus in the district.

If a policy is adopted, the policy:

1. Must provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine auto-injector to a person who is reasonably believed to be experiencing anaphylaxis on a school campus; and
2. May provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine auto-injector to a person who is reasonably believed to be ex-

periencing anaphylaxis at an off-campus school event or while in transit to or from a school event.

A district that adopts a policy must require that each campus have one or more school personnel members or school volunteers authorized and trained to administer an epinephrine auto-injector present during all hours the campus is open. The supply of epinephrine auto-injectors at each campus must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an epinephrine auto-injector.

Education Code 38.208

A district that chooses to adopt and implement a written unassigned epinephrine auto-injector policy under Education Code Chapter 38, Subchapter E is not required to create an additional policy for care of certain students at risk for anaphylaxis under Education Code 38.0151 [see FFAF]. *25 TAC 40.62(c)*

A district may develop, as part of the policy, provisions for additional doses to be stocked and utilized at off-campus school events, or in transit to or from school events. *25 TAC 40.65(a)(2)*

Definitions

*All Hours the
Campus Is Open*

“All hours the campus is open” is defined as, at a minimum, during regular on-campus school hours, and when school personnel are physically on site for school-sponsored activities.

Campus

A “campus” is defined as a unit of a school district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

*Unassigned
Epinephrine
Auto-Injector*

An “unassigned epinephrine auto-injector” is an epinephrine auto-injector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector, issued by a physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157.

25 TAC 40.63(1), (4), (11)

Prompt Notification

Local emergency medical services must be promptly notified by the school when an individual is suspected of experiencing anaphylaxis and when an epinephrine auto-injector is administered. If the trained school personnel or school volunteer is the only individual available to notify emergency medical services, the trained individ-

ual should administer the unassigned epinephrine auto-injector before notifying emergency medical services.

The parent, legal guardian, or emergency contact must be promptly notified by the school when an unassigned epinephrine auto-injector is utilized on their child as soon as is feasible during the emergency response to suspected anaphylaxis.

25 TAC 40.65(e)-(f)

Records

School records of the administration of the unassigned epinephrine auto-injector and suspected anaphylaxis must be provided to the parent or guardian of the recipient upon request.

Records relating to implementation and administration of the school's unassigned epinephrine auto-injector policy shall be retained per the record retention schedule for records of public school districts found in 13 Administrative Code 7.125 [see CPC].

25 TAC 40.65(f)-(g)

Reports

Not later than the 10th business day after the date a school personnel member or school volunteer administers an epinephrine auto-injector in accordance with district policy, the school shall send a report to the school district; the physician who prescribed the epinephrine auto-injector; and the commissioner of state health services.

The report must include the following information:

1. The age of the person who received the administration of the epinephrine auto-injector;
2. Whether the person who received the administration of the epinephrine auto-injector was a student, a school personnel member or school volunteer, or a visitor;
3. The physical location where the epinephrine auto-injector was administered;
4. The number of doses of epinephrine auto-injector administered;
5. The title of the person who administered the epinephrine auto-injector; and
6. Any other information required by the commissioner of education.

Education Code 38.209

Notifications to the commissioner of DSHS shall be submitted on the designated electronic form available on the DSHS School Health Program website. *25 TAC 40.68(b)*

Assignment of
Trained Individuals

At each campus in which a school adopts an unassigned epinephrine auto-injector policy, the principal may assign school personnel or school volunteers to be trained to administer unassigned epinephrine auto-injectors or seek school personnel or school volunteers who volunteer to be trained to administer unassigned epinephrine auto-injectors.

In order to increase the number of trained individuals in the administration of unassigned epinephrine auto-injectors, schools may distribute to school personnel or school volunteers in the district, at least once per school year, a notice that includes a description of the request seeking volunteers to be trained to administer an epinephrine auto-injector to a person believed to be experiencing anaphylaxis and a description of the training that the school personnel or school volunteers will receive in the administration of epinephrine with an auto-injector.

25 TAC 40.66(a)-(b)

Signed Statement

Trained school personnel or school volunteers who administer the unassigned epinephrine auto-injector must submit a signed statement indicating that they agree to perform the service of administering an unassigned epinephrine auto-injector to a student or individual that may be experiencing anaphylaxis. *25 TAC 40.66(c)*

Training

A district that adopts an unassigned epinephrine auto-injector written policy is responsible for training school personnel and school volunteers in the administration of an unassigned epinephrine auto-injector.

Training must include information on:

1. Recognizing the signs and symptoms of anaphylaxis;
2. Administering an epinephrine auto-injector;
3. Implementing emergency procedures, if necessary, after administering an epinephrine auto-injector; and
4. Properly disposing of used or expired epinephrine auto-injectors.

Training must be provided in accordance with the district professional development policy [see DMA].

Education Code 38.210(a), (b)

Each assigned school personnel or school volunteer shall receive initial training and an annual refresher training.

Training:

1. Shall be consistent with the most recent Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs published by the federal Centers for Disease Control and Prevention;
2. May be provided in a formal face-to-face training session or through an online education course;
3. Must include information on properly inspecting unassigned epinephrine auto-injectors for usage and expiration; and
4. Must include information about promptly notifying local emergency medical services.

25 TAC 40.67(1)-(2), (5)

The initial training must include hands-on training with an epinephrine auto-injector trainer. The annual refresher training must include a hands-on demonstration of administration skills.

Each school campus shall maintain training records and make available upon request a list of those school personnel or school volunteers trained and authorized to administer the unassigned epinephrine auto-injector on the campus.

25 TAC 40.67(3)-(4), (6)

Standing Orders

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe epinephrine auto-injectors in the name of a district in accordance with law. *Education Code 38.211(a)*

A district shall obtain a prescription from an authorized health-care provider each year, to stock, possess, and maintain at least one unassigned adult epinephrine auto-injector pack (two doses) on each school campus.

A school may choose to stock unassigned pediatric epinephrine auto-injector packs, based on the need of the school's population.

25 TAC 40.65(a)-(a)(1)

Epinephrine
Coordinator

The superintendent will designate appropriate school personnel to coordinate and manage policy implementation, including training of school personnel, and the acquisition or purchase, usage, expiration, and disposal of unassigned epinephrine auto-injectors. Throughout the school calendar year, the designated school per-

	<p>sonnel must coordinate with each campus to ensure that the unassigned epinephrine auto-injectors are checked monthly for expiration and usage and the findings are documented. <i>25 TAC 40.65(b)</i></p>
Notice to Parents	<p>If a district implements a policy for the maintenance, administration, and disposal of epinephrine auto-injectors, the district shall provide written notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. <i>Education Code 38.212</i></p> <p>A district shall provide electronic or written notice to the parent or guardian of each student.</p> <p>If a district changes or discontinues the policy under this subchapter, written or electronic notice detailing the change or discontinuation must be provided to the parent or guardian of each student within 15 calendar days.</p> <p><i>25 TAC 40.69</i></p>
Storage	<p>Unassigned epinephrine auto-injectors shall be stored in a secure, easily accessible area for an emergency, in accordance with manufacturer's guidelines. It is recommended that the school administrator develop a map to be placed in high traffic areas that indicates the location of the unassigned epinephrine auto-injectors on each school campus. It is recommended that the map also indicates the locations of the automated external defibrillator (AED). <i>25 TAC 40.65(h)</i></p>
Replacement	<p>The district shall develop a plan to replace, as soon as reasonably possible, any unassigned epinephrine auto-injector that is used or close to expiration. <i>25 TAC 40.65(i)</i></p>
Disposal	<p>Used unassigned epinephrine auto-injectors shall be considered infectious waste and shall be disposed of according to the school's bloodborne pathogen control policy.</p> <p>Expired unassigned epinephrine auto-injectors shall be disposed of according to the school's medication disposal policy.</p> <p><i>25 TAC 40.65(j)-(k)</i> [See DBB]</p>
Gifts, Grants, and Donations	<p>A district may accept gifts, grants, donations, and federal and local funds to implement its policy. <i>Education Code 38.213</i></p>

Maintenance and Administration of Medication for Respiratory Distress

Note: The following provisions apply only to a district that will adopt a policy on medication for respiratory distress.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of medication for respiratory distress at each campus in the district. *Education Code 38.208(a-1)*

If a policy is adopted, the policy must provide that school personnel and school volunteers who are authorized and trained may administer medication for respiratory distress to a person reasonably believed to be experiencing respiratory distress on a school campus, or at a school-sponsored or school-related activity on or off school property. *Education Code 38.208(b-1)*

Definitions

“Medication for respiratory distress” means albuterol, levalbuterol, or another medication designated by the executive commissioner of the Health and Human Services Commission for treatment of respiratory distress *Education Code 38.208(c)*.

“School personnel” means an employee of a district. The term includes a member of the board.

Education Code 38.201(3-a), (6)

Regular School Hours

Each district that adopts a policy must require that each campus have one or more school personnel or school volunteers authorized and trained to administer medication for respiratory distress present during regular school hours. *Education Code 38.208(d-1)*

Referral Required

If medication for respiratory distress is administered to a student whose parent or guardian has not provided notification to the school that the student has been diagnosed with asthma, the school must refer the student to the student’s primary care provider on the day the medication for respiratory distress is administered and inform the student’s parent or guardian regarding the referral. The referral must include:

1. The symptoms of respiratory distress observed;
2. The name of the medication for respiratory distress administered to the student; and
3. Any patient care instructions given to the student.

If a student who has received medication for respiratory distress does not have a primary care provider or the parent or guardian of the student has not engaged a primary care provider for the student, the student’s parent or guardian must receive information to

assist the parent or guardian in selecting a primary care provider for the student.

Education Code 38.208(b-2)-(b-3)

Storage

The supply of medication for respiratory distress at each campus must be stored in a secure location and be easily accessible to authorized school personnel and school volunteers. *Education Code 38.208(e-1)*

Training

Each district that adopts a policy for the administration of medication for respiratory distress is responsible for training school personnel and school volunteers in the administration of medication for respiratory distress. The training must include information on:

1. Recognizing the signs and symptoms of respiratory distress;
2. Administering medication for respiratory distress;
3. Implementing emergency procedures, if necessary, after administering medication for respiratory distress; and
4. Proper sanitization, reuse, and disposal of medication for respiratory distress.

Education Code 38.210(a-1)

Training must be provided in a formal training session or through online education and must be provided in accordance with the district professional development policy [see DMA]. *Education Code 38.210(b)*

Reporting
Requirement

Not later than the 10th business day after the date a school personnel member or school volunteer administers medication for respiratory distress to a person experiencing respiratory distress, the school shall report the following information to the district, the physician or other person who prescribed the medication for respiratory distress, and the commissioner of state health services:

1. The age of the person who received the administration of the medication for respiratory distress;
2. Whether the person who received the administration of the medication for respiratory distress was a student, a school personnel member or school volunteer, or a visitor;
3. The dosage of the medication for respiratory distress administered;
4. The title of the person who administered the medication for respiratory distress; and

5. Any other information required by the commissioner.

Education Code 38.2091

No Negative Fiscal Impact	The policy may not require a district to purchase prescription medication for respiratory distress or require any other expenditure related to the maintenance or administration of medication for respiratory distress that would result in a negative fiscal impact on the district or school. <i>Education Code 38.208(f)</i>
Standing Order	A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe medication for respiratory distress in the name of a school district. <i>Education Code 38.211(a)</i>
Notice to Parents	If a district implements a policy for the maintenance, administration, and disposal of medication for respiratory distress, the district shall provide written notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. <i>Education Code 38.212</i>
Refusal to Administer	A school personnel member or school volunteer may not be subject to any penalty or disciplinary action for refusing to administer or receive training to administer epinephrine auto-injectors or medication for respiratory distress, as applicable, in accordance with a policy for the maintenance and administration of epinephrine auto-injectors or a policy for medication for respiratory distress. <i>Education Code 38.208(d-2)</i>
Immunity from Liability	A person who in good faith takes, or fails to take, any action related to Education Code Chapter 38, Subchapter E, related to the maintenance and administration of epinephrine auto-injectors and medication for respiratory distress, is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.215 and 25 Administrative Code 40.49. <i>Education Code 38.215; 25 TAC 40.71</i>

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 the FFH series.
2. Complaints concerning dating violence shall be submitted in accordance with the FFH series.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with the FFH series.
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.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

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.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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 refile 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 parent and administration to each make a presentation and provide re-

buttal 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.

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Note: For forms prescribed by the attorney general, see the [Attorney General's Public Information website](#).¹

Public Information

See GB(LEGAL) for the definition of public information.

Availability of Public Information

Public information is available to the public at a minimum during the normal business hours of a district. Government Code Chapter 552 (Public Information Act [PIA]) does not authorize the withholding of public information or limit the availability of public information to the public, except as expressly provided by the PIA. *Gov't Code 552.006, .021*

Special Rights of Access

Person Whose Information the District Holds

A person or a person's authorized representative has a special right of access, beyond the right of the general public, to information held by the district that relates to the person and that is protected from public disclosure by laws intended to protect that person's privacy interests. A district may not deny this access on the grounds that the information is considered confidential by privacy principles under the Public Information Act but may assert as grounds for denial other provisions of the PIA or other law not intended to protect the person's privacy interests. Access to information under this provision shall be provided in the manner prescribed by Government Code 552.229 (consent to release) and 552.307 (timely release), below. *Gov't Code 552.023(a), (b), (e)*

Board Members

For information on board members' special access rights to district information, see BBE.

Parents

A district that receives a request from a parent for public information relating to the parent's child shall comply with the Public Information Act. *Education Code 26.0085(e)*

For information on parents' special access rights to their child's education records, see FL.

Information That Must Be Disclosed

The following categories of information are public information and not excepted from required disclosure unless made confidential under the Public Information Act or other law:

1. A completed report, audit, evaluation, or investigation made of, for, or by a board or district, except as provided in Government Code 552.108.
2. The name, sex, ethnicity, salary, title, and dates of employment of each employee and officer of a district.
3. Information in an account, voucher, or contract relating to the receipt or expenditure of public or other funds by a board.

4. The name of each official and the final record of voting on all proceedings of a board.
5. All working papers, research material, and information used to estimate the need or expenditure of public funds or taxes by a board, on completion of the estimate.
6. A description of a district's central and campus organization, including where, from whom, and how the public may obtain information, submit information or requests, and obtain decisions.
7. A statement of the general course and method by which a district's functions are channeled and determined, including the nature and requirements of all formal and informal policies and procedures.
8. A rule of procedure, a description of forms available or the places at which forms may be obtained, and instructions relating to the scope and content of all papers, reports, or examinations.
9. A substantive rule of general applicability adopted or issued by a board as authorized by law, and a statement of general policy or interpretation of general applicability formulated and adopted by the board.
10. Each amendment, revision, or repeal of the information described in items 6-9.
11. Final opinions and orders issued in the adjudication of cases.
12. A policy statement or interpretation adopted or issued by a board.
13. Administrative manuals and instructions to staff that affect a member of the public.
14. Information regarded as open to the public under a district's policies.
15. Information that is in a bill for attorney's fees and that is not privileged under the attorney-client privilege.
16. Information that is also contained in a public court record.
17. A settlement agreement to which a board is a party.

Gov't Code 552.022

Contracting Information	Contracting information, as that term is defined in Government Code 552.003(1-a) [see GBAA], is public and must be released unless excepted from disclosure under the Public Information Act. The exceptions to disclosure provided by Government Code 552.110 (trade secrets) and 552.1101 (proprietary information) do not apply to the types of contracting information listed at Government Code 552.0222(b). <i>Gov't Code 552.0222(a), (b)</i> [See GBAA for additional procedures related to contracting information.]
Investment Information	Certain categories of information held by a district relating to its investments, as specified by Government Code 552.0225(b), are public information and not excepted from disclosure under the Public Information Act. <i>Gov't Code 552.0225</i>
Confidential Information That Must Not Be Disclosed	A person commits an offense if the person distributes information considered confidential under the terms of the Public Information Act. A violation under this provision also constitutes official misconduct. <i>Gov't Code 552.352</i>
Confidential by Law	Information is excepted from public disclosure if it is information considered to be confidential by law, either constitutional, statutory, or by judicial decision. <i>Gov't Code 552.101</i>
<hr/> Note: For confidentiality and access provisions addressed by specific statutes other than Government Code Chapter 552 (Public Information Act), see the applicable policy code. <hr/>	
Privileged Attorney-Client Information	The Texas Rules of Civil Procedure and the Texas Rule of Evidence are "other law" within the meaning of Government Code 552.022 (allowing "other law" to make information confidential from required disclosure). A district does not forfeit the attorney-client privilege by failing to timely request an attorney general's decision, and the privilege is sufficiently compelling to rebut the presumption of public disclosure after an untimely request. <i>In re City of Georgetown, 53 S.W.3d 328, 336 (Tex. 2001); Paxton v. City of Dallas, 509 S.W.3d 247 (Tex. 2017)</i> The attorney-client privilege does not apply if the attorney or attorney's representative acts in a capacity other than that of providing or facilitating professional legal services to the client. <i>Harlandale Indep. Sch. Dist. V. Cornyn, 25 S.W.3d 328 (Tex. App.—Austin 2000, pet. Denied)</i>
Closed Meeting Records	The certified agenda or tape recording of a closed meeting is available for public inspection only under a court order issued in litigation in a district court involving an alleged violation of the Open Meetings Act. <i>Gov't Code 551.104(c); Atty. Gen. ORD 684 (2009)</i>

[For information regarding minutes or recording of an open meeting, see BE.]

Student Education
Records

The Public Information Act does not require the release of information contained in education records of the district, except in conformity with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g (FERPA).

In this provision, "student record" means information that constitutes education records as that term is defined by FERPA or information in a record of an applicant for admission to an educational institution, including a transfer applicant.

Information is confidential and excepted from required disclosure if it is information in a student record at a district.

The district is not prohibited from disclosing or providing information included in an education record if the disclosure or provision is authorized by FERPA or other federal law. In addition, a student record shall be made available on the request of district personnel, the student, the student's parents, legal guardian, or spouse, or a person conducting a child abuse investigation required by Family Code Chapter 261, Subchapter D.

Except as provided by Government Code 552.114(e) (information in enrollment or transfer records, below), a district may redact information in a student record from information required to be disclosed under the Public Information Act without requesting a decision from the attorney general.

Gov't Code 552.026, .114 [See FL]

*Enrollment or
Transfer
Information*

If an applicant, or a parent or legal guardian of a minor applicant, for admission to an educational institution funded wholly or partly by state revenue requests information in the record of the applicant, the district shall disclose any information that is related to the application for admission and was provided to the district by the applicant. *Gov't Code 552.114(e)*

*Student Victim
Information*

The name of a person who is enrolled in a public or private primary or secondary school and involved in an improper relationship with an educator as provided by Penal Code 21.12(a) may not be released to the public and is not public information subject to disclosure. *Penal Code 21.12(d)*

The name of a student or minor who is the victim of abuse or unlawful conduct by an educator is not public information subject to disclosure. *Education Code 21.006(h)*

Juvenile Law
Enforcement
Records

Except as provided by Family Code 58.008(c) (person with a determinate sentence), law enforcement records concerning a child, as defined by Family Code 51.02(2), and information concerning a child that are stored by electronic means or otherwise and from which a record could be generated may not be disclosed to the public. *Family Code 58.008(b)*

Law enforcement records concerning a child may be inspected or copied by:

1. A juvenile justice agency, as defined by Family Code 58.101;
2. A criminal justice agency, as defined by Government Code 411.082;
3. The child;
4. The child's parent or guardian; or
5. The chief executive officer or the officer's designee of a primary or secondary school where the child is enrolled only for the purpose of conducting a threat assessment or preparing a safety plan related to the child. [See FFB]

Family Code 58.008(d), (d-1)

Exclusions

These provisions do not apply to a record relating to a child that is required or authorized to be maintained under the laws regulating the operation of motor vehicles in Texas or subject to disclosure under Code of Criminal Procedure Chapter 62 (registered sex offenders). *Family Code 58.008(a)*

Certain Personnel
Information

Note: For previous determinations by the attorney general allowing governmental bodies to withhold specific categories of information in personnel records, including direct deposit forms; employment forms I-9, W-2, W-4; and fingerprints, without the necessity of requesting an attorney general decision, see Attorney General Open Records Decision (ORD) 684 (2009).

*Employee Social
Security Numbers*

The social security number of an employee of a district in the custody of the district is confidential. *Gov't Code 552.147(a-1)*

*Invasion of
Privacy*

Information is excepted from public disclosure if it is information in a personnel file, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, except that all information in the personnel file of a district employee is to be made available to that employee or the employee's designated representative as public information is made available under the Public Information Act. The exception to public disclosure created by this provi-

sion is in addition to any exception created by Government Code 552.024. Public access to personnel information covered by Government Code 552.024 is denied to the extent provided by that provision. *Gov't Code 552.102(a)*

Employee Birth Dates

Disclosure of employee birth dates would constitute a clearly unwarranted invasion of personal privacy, and thus such dates are excepted from disclosure under Government Code 552.102(a). *Texas Comptroller of Public Accts. v. Atty. Gen'l of Texas, 354 S.W.3d 336 (Tex. 2010)*

College Transcripts

Information is excepted from public disclosure if it is a transcript from an institution of higher education maintained in the personnel file of a professional employee, except that this provision does not exempt from disclosure the degree obtained or the curriculum on a transcript in the personnel file of the employee. *Gov't Code 552.102(b)*

Evaluations

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act.

At the request of a school district, open-enrollment charter school, or private school at which a teacher or administrator has applied for employment, a district shall give the requesting district or school a document evaluating the performance of a teacher or administrator employed by the school.

A district shall give the Texas Education Agency (TEA) a document evaluating the performance of a teacher or administrator employed by the district for purposes of an investigation conducted by TEA.

Education Code 21.355(a), (c), (d)

Educator Certification Exam

The results of an educator certification examination are confidential and are not subject to disclosure, unless the disclosure is regarding notification to a parent of the assignment of an uncertified teacher to a classroom as required by Education Code 21.057. *Education Code 21.048(c-1)*

Employee Accused of Improper Relationship with Student

A primary or secondary school may not release externally to the general public the name of an employee who is accused of committing an offense under Penal Code 21.12 (improper relationship between educator and student) until the employee is indicted for the offense. The school may release the name of the accused employee regardless of whether the employee has been indicted for the offense as necessary for the school to:

1. Report the accusation:

- a. To TEA, another state agency, or local law enforcement or as otherwise required by law; or
- b. To the school's community in accordance with the school's policies or procedures; or

2. Conduct an investigation of the accusation.

Penal Code 21.12(d-1)

Credit Card, Debit Card, Charge Card, and Access Device Numbers

A credit card, debit card, charge card, or access device number that is collected, assembled, or maintained by or for a district is confidential.

"Access device" means a card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another device may be used to:

1. Obtain money, goods, services, or another thing of value; or
2. Initiate a transfer of funds other than a transfer originated solely by paper instrument.

A district may redact credit card, debit card, charge card, or access device numbers from any information the district discloses without the necessity of requesting a decision from the attorney general. The district shall provide the information required by Government Code 552.136(e) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.136

Email Addresses of the Public

An email address of a member of the public that is provided for the purpose of communicating electronically with a district is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

This confidentiality does not apply to an email address:

1. Provided to a district by a person who has a contractual relationship with the district or by the contractor's agent;
2. Provided to a district by a vendor who seeks to contract with the district or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to a

district in the course of negotiating the terms of a contract or potential contract;

4. Provided to a district on a letterhead, coversheet, printed document, or other document made available to the public; or
5. Provided to a district for the purpose of receiving orders or decisions from the district, or for the purpose of providing public comment on or receiving notices related to an application for a license. A "license" under this provision includes a state agency permit, certificate, approval, registration, or similar form of permission required by law.

A district may also disclose an email address for any reason to another governmental body or to a federal agency.

Gov't Code 552.137, 2001.003(2); Atty. Gen. ORD 684 (2009)

Individuals Who
Inform of Legal
Violations

An informer's name or information that would substantially reveal the identity of an informer is excepted from public disclosure.

"Informer" means a student or former student or an employee or former employee of a district who has furnished a report of another person's possible violation of criminal, civil, or regulatory law to the district or the proper regulatory enforcement authority.

This exception does not apply if the informer:

1. If the informer is a student or former student, and the student, student's legal guardian, or student's spouse consents to disclosure of the student's name;
2. If the informer is an employee or former employee who consents to disclosure of the employee's name; or
3. The informer planned, initiated, or participated in the possible violation.

Information may be made available to a law enforcement agency or prosecutor for official purposes upon proper request, made in compliance with applicable law and procedure. However, this exception does not impair the confidentiality of information considered to be confidential by law, including information excepted from disclosure under the Public Information Act.

Gov't Code 552.135

Crime Victim
Information

*Address
Confidentiality
Program*

Information relating to a participant in the Address Confidentiality Program for Certain Crime Victims (including from family violence, sexual assault or abuse, stalking, child abduction, or trafficking of persons under Code of Criminal Procedure Chapter 58, Subchapter B) is confidential, except as provided by Code of Criminal Procedure 58.061, and may not be disclosed under the Public Information Act. *Code of Criminal Procedure 58.060*

*Employee
Victims*

A district employee who is a victim under Code of Criminal Procedure Chapter 56B (Crime Victims' Compensation Act) regardless of whether the employee has filed an application for compensation may elect whether to allow public access to information held by the district that would identify or tend to identify the victim, including a photograph or other visual representation of the victim. The election must be made in writing on a form developed by the district, signed by the employee, and filed with the district before the third anniversary of the latest to occur of one of the following:

1. The date the crime was committed;
2. The date employment begins; or
3. The date the district develops the form and provides it to employees.

If the employee fails to make an election, the identifying information is excepted from disclosure until the third anniversary of the date the crime was committed. In case of disability, impairment, or other incapacity of the employee, the election may be made by the guardian of the employee or former employee.

Gov't Code 552.132(d)

*Victims of Certain
Crimes*

Information is confidential and excepted from public disclosure if the information identifies an individual as a victim of:

1. A criminal offense specified by Government Code 552.1315(a)(1)(A) and (B), or
2. Any criminal offense if the victim was younger than 18 years of age when any element of the offense was committed.

Notwithstanding the above, information may be disclosed:

1. To any victim identified by the information;
2. To the parent or guardian of a victim described by item 2 above who is identified by the information;
3. To a law enforcement agency for investigative purposes; or

4. In accordance with a court order requiring the disclosure.

Gov't Code 552.1315

Location or Layout
of Shelter Centers

Information that relates to the location or physical layout of a family violence shelter center or victims of trafficking shelter center is confidential. A district may redact this information from any information the district discloses without the necessity of requesting a decision from the attorney general. If a district redacts information under this provision, the district shall provide the information required by Government Code 552.138(e) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Restriction on
Release of
Licensee
Information

A district may not sell or otherwise release certain information listed about a person who holds, previously held, or is an applicant for a license issued by the district if the person meets the requirements under Government Code 552.138.

Gov't Code 552.138(b-1), (c), (d), (f)

Criminal History
Records

Information collected to comply with Education Code Chapter 22, Subchapter C (criminal records), including the person's name, address, phone number, social security number, driver's license number, other identification number, and fingerprint records, is confidential and may not be released except to comply with Subchapter C, by court order, or with the consent of the person who is the subject of the information. *Education Code 22.08391*

A district may not release or disclose to any person criminal history record information (CHRI) obtained from the Federal Bureau of Investigation.

CHRI obtained by the district or obtained by an entity that contracts to provide services to a district from the Texas Department of Public Safety or any other Texas criminal justice agency may not be released to any person in the original form or any subsequent form except:

1. The individual who is the subject of the information;
2. TEA;
3. The State Board for Educator Certification;
4. The chief personnel officer of the transportation company if the information was obtained under Government Code 411.097(a)(2) with respect to a transportation company that contracts with the district to provide student transportation; or

5. By court order.

Gov't Code 411.097(d) [See CJA, DBAA, and DHB]

Sensitive Crime
Scene Image

A sensitive crime scene image in the custody of a district is confidential and excepted from public disclosure, regardless of the date that the image was taken or recorded. A district may not permit a person to view or copy the image unless the person is one of the individuals specified by Government Code 552.1085(d) and the district is not otherwise asserting an exception to disclosure under another provision of the Public Information Act or another law.

Gov't Code 552.1085

Computer Security
*Computer
Networks*

Information is excepted from public disclosure if it is information that relates to computer network security, to network security information that is restricted under Government Code 2059.055, or to the design, operation, or defense of a computer network.

The following information is confidential:

1. A computer network vulnerability report;
2. Any other assessment of the extent to which data processing operations, a computer, a computer program, network, system, or system interface, or software of a district or of a contractor of a district is vulnerable to unauthorized access or harm, including an assessment of the extent to which a district's or contractor's electronically stored information containing sensitive or critical information is vulnerable to alteration, damage, erasure, or inappropriate use;
3. A photocopy or other copy of an identification badge issued to an official or employee of a district; and
4. Information directly arising from a governmental body's routine efforts to prevent, detect, investigate, or mitigate a computer security incident, including information contained in or derived from an information security log. This does not affect the notification requirements related to a breach of system security as defined by Business and Commerce Code 521.053. [See CQB]

A district may disclose the information to a bidder if the district determines that providing the information is necessary for the bidder to provide an accurate bid. Such a disclosure is not a voluntary disclosure for purposes of Government Code 552.007 [see Voluntary Disclosure, below].

Gov't Code 552.139

*Cybersecurity
Information*

A cyber threat indicator or defensive measure shared with the federal government under Title 6, United States Code, shall be:

1. Exempt from disclosure under federal freedom of information law and any state or local provision of public information law requiring disclosure of information or records; and
2. Withheld, without discretion, from the public under federal freedom of information law and any state or local provision of public information law requiring disclosure of information or records.

6 U.S.C. 1504(d)(4)(B) [See CQB]

*Texas VIRT
Information*

Information written, produced, collected, assembled, or maintained by a participating district or a volunteer from the district in the implementation of Government Code Chapter 2054, Subchapter N-2 (Texas Volunteer Incident Response Team) is confidential and not subject to disclosure under the Public Information Act if the information:

1. Contains the contact information for a volunteer;
2. Identifies or provides a means of identifying a person who may, as a result of disclosure of the information, become a victim of a cybersecurity event;
3. Consists of a participating district's cybersecurity plans or cybersecurity-related practices; or
4. Is obtained from a participating district or from a participating district's computer system in the course of providing assistance under Subchapter N-2.

Gov't Code 2054.52010

*Military Discharge
Records*

A military veteran's Department of Defense Form DD-214 or other military discharge record that first comes into the possession of a district on or after September 1, 2003, is confidential for the 75 years following the date it comes into the possession of a district. During that period, the district may only permit inspection, copying, or disclosure of the information contained in the record only in accordance with Government Code 552.140 or a court order. The district is authorized to withhold a Form DD-214 or other military discharge record that is first recorded with or that otherwise first comes into the possession of the district on or after September 1, 2003, under this provision without the necessity of requesting an attorney general decision. *Gov't Code 552.140(a), (b); Atty. Gen. ORD 684 (2009)*

<i>Limited Use</i>	A district that obtains this information from another governmental body shall limit the district's use and disclosure of the information to the purpose for which the information was obtained. <i>Gov't Code 552.140(e)</i>
Firefighter or EMS Work Schedules	A work schedule or a time sheet of a firefighter or volunteer firefighter or emergency medical services personnel as defined by Health and Safety Code 773.003 is confidential and excepted from public disclosure. <i>Gov't Code 552.159</i>
Out-of-State Health-Care Provider Information	Information obtained by a district that was provided by an out-of-state health-care provider in connection with a quality management, peer review, or best practices program that the out-of-state health-care provider pays for is confidential and excepted from public disclosure. <i>Gov't Code 552.162</i>
Applicant for Disaster Recovery Funds	<p>The following information maintained by a district is confidential:</p> <ol style="list-style-type: none">1. The name, social security number, house number, street name, and telephone number of an individual or household that applies for state or federal disaster recovery funds;2. The name, tax identification number, address, and telephone number of a business entity or an owner of a business entity that applies for state or federal disaster recovery funds; and3. Any other information the disclosure of which would identify or tend to identify a person or household that applies for state or federal disaster recovery funds. <p>The street name and census block group of and the amount of disaster recovery funds awarded to a person or household are not confidential after the date on which disaster recovery funds are awarded to the person or household.</p> <p><i>Gov't Code 552.160(b), (c)</i></p>
Threat of Physical Harm	Information in the custody of a district that relates to an employee or officer of the district is excepted from public disclosure if, under the specific circumstances pertaining to the employee or officer, disclosure of the information would subject the employee or officer to a substantial threat of physical harm. <i>Gov't Code 552.152</i>
Exceptions to Disclosure	
Voluntary Disclosure	The Public Information Act does not prohibit a district or its officer for public information from voluntarily making part or all of its information available to the public, unless the disclosure is expressly prohibited by law or the information is confidential under law. Information voluntarily made available as allowed under this provision must be made available to any person and cannot be withheld from further disclosure. <i>Gov't Code 552.007; Atty. Gen. ORD 518 (1989)</i>

Right of Access After 75 Years	Except for social security numbers, the confidentiality provisions of the Public Information Act, or as otherwise provided by law, information that is not confidential but is excepted from required disclosure under Government Code Chapter 552, Subchapter C, is public information and is available to the public on or after the 75th anniversary of the date the information was originally created or received by the district. This paragraph does not limit the authority of a district to establish retention periods for records under applicable law. <i>Gov't Code 552.0215</i>
Information Relating to Litigation	Information is excepted from public disclosure if it is information relating to litigation of a civil or criminal nature to which a district is, or may be, a party or to which an officer or employee of the district, as a consequence of the office or employment, is or may be a party, but only if the litigation is pending or reasonably anticipated on the date the district's public information officer receives the request. <i>Gov't Code 552.103(a), (c)</i>
<i>Election Information</i>	The litigation exception to disclosure does not apply to information requested under the Public Information Act if the information relates to a general, primary, or special election and the information is in the possession of a governmental body that administers elections. <i>Gov't Code 551.103(d)</i>
Information Related to Competition or Bidding	Information is excepted from public disclosure if the district demonstrates that the release of the information would harm its interests by providing an advantage to a competitor or bidder in a particular ongoing competitive situation or in a particular competitive situation where the district establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future. Required disclosure under Government Code 552.022 does not apply to information that is excepted from required disclosure under this provision.
<i>Parades, Concerts, and Entertainment Events</i>	Information relating to the receipt or expenditure of public or other funds by a district for a parade, concert, or other entertainment event paid for in whole or part with public funds is not excepted from public disclosure. A person, including a district, may not include a provision in a contract related to an event that prohibits or would otherwise prevent the disclosure of this information. A contract provision that violates Government Code 552.104(c) is void. <i>Gov't Code 552.104</i>
Certain Information on Real or Personal Property	Information is excepted from public disclosure if it is information relating to the location of real or personal property for a public purpose prior to public announcement of the project, or information relating to appraisals or purchase price of real or personal property

for a public purpose prior to the formal award of contracts for the property. *Gov't Code 552.105*

Drafts Involving
Legislation

A draft or working paper involved in the preparation of proposed legislation is excepted from public disclosure. *Gov't Code 552.106*

Certain Legal
Information

Information is excepted from public disclosure if it is not privileged information but information that an attorney of a district is prohibited from disclosing because of a duty to the board under the Texas Rules of Evidence or the Texas Disciplinary Rules of Professional Conduct, or information that a court order has prohibited from disclosure. *Gov't Code 552.107*

Certain Law
Enforcement
Information

Information (other than basic information about an arrested person, an arrest, or a crime) held by a law enforcement agency or prosecutor that deals with the detection, investigation, or prosecution of crime is excepted from public disclosure if:

1. Release of the information would interfere with the detection, investigation, or prosecution of crime; or
2. It is information that deals with the detection, investigation, or prosecution of crime only in relation to an investigation that did not result in conviction or deferred adjudication.

An internal record or notation of a law enforcement agency that is maintained for internal use in matters relating to law enforcement or prosecution is excepted from public disclosure if:

1. Release of the internal record or notation would interfere with law enforcement or prosecution; or
2. The internal record or notation relates to law enforcement only in relation to an investigation that did not result in conviction or deferred adjudication.

Basic Information

A district shall promptly release basic information about an arrested person, an arrest, or a crime responsive to a Public Information Act request unless the district seeks to withhold the information as provided by another provision of the PIA. The district shall promptly release the information regardless of whether the district requests an attorney general decision regarding other information subject to the request.

*Certain Crime
Information*

Information that deals with the detection, investigation, or prosecution of crime only in relation to an investigation that did not result in conviction or deferred adjudication is not excepted from disclosure of information, records, or notations if:

1. A person who is described by or depicted in the information, record, or notation, other than a peace officer, is deceased or incapacitated; or
2. Each person who is described by or depicted in the information, record, or notation, other than a person who is deceased or incapacitated, consents to the release of the information, record, or notation.

Gov't Code 552.108

Private
Correspondence of
Elected Official

Private correspondence and communications of an elected office holder relating to matters the disclosure of which would constitute an invasion of privacy are excepted from public disclosure. *Gov't Code 552.109; Industrial Foundation of the South v. Texas Indus. Acc. Bd., 540 S.W.2d 668 (Tex. 1976)*

Trade Secrets

Except as provided by Government Code 552.0222 (disclosure of contracting information), information is excepted from public disclosure if it is demonstrated based on specific factual evidence that the information is a trade secret, as defined by Government Code 552.110(a). *Gov't Code 552.110(b)*

Certain Commercial
and Financial
Information

Except as provided by Government Code 552.0222 (disclosure of contracting information), commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from public disclosure. *Gov't Code 552.110(c)*

Proprietary
Information

Except as provided by Government Code 552.0222 (disclosure of contracting information), information submitted to a district by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from public disclosure if the vendor, contractor, potential vendor, or potential contractor demonstrates based on specific factual evidence that disclosure of the information would be proprietary as specified under Government Code 552.1101(a).

This exception to disclosure may be asserted only by a vendor, contractor, potential vendor, or potential contractor in the manner described by Government Code 552.305(b) for the purpose of protecting the interests of the vendor, contractor, potential vendor, or potential contractor.

A district must decline to release this information as provided by Government Code 552.305(a) to the extent necessary to allow a vendor, contractor, potential vendor, or potential contractor to as-

sert the exception to disclosure provided by Government Code 552.1101(a) (proprietary information).

Gov't Code 552.1101 [See GBAA for additional procedures related to information involving proprietary interests of a vendor, contractor, or potential vendor or contractor.]

Proprietary Records
and Trade Secrets
in Certain
Partnerships

Information in the custody of a district that relates to a proposal for a qualifying project authorized under Government Code Chapter 2267 is excepted from public disclosure if the information and records meet the criteria outlined at Government Code 552.153(b). The district is not authorized to withhold information as outlined by Government Code 552.153(c). *Gov't Code 552.153* [See CDH]

Certain Memoranda

An interagency or intra-agency memorandum or letter that would not be available by law to a party in litigation with a district is excepted from public disclosure. *Gov't Code 552.111*; *City of Garland v. Dallas Morning News*, 22 S.W.3d 351 (Tex. 2000)

Audit Working
Paper

An audit working paper of an auditor of a school district, including any audit relating to the criminal history background check of a public school employee, is excepted from public disclosure. If information in an audit working paper is also maintained in another record, that other record is not excepted.

“Audit” means an audit authorized or required by a statute of Texas or the United States or a resolution or other action of a board of trustees of a school district, including an audit by the district relating to the criminal history background check of a public school employee, and includes an investigation.

“Audit working paper” includes all information, documentary or otherwise, prepared or maintained in conducting an audit or preparing an audit report, including intra-agency and interagency communications and drafts of the audit report or portions of those drafts. *Gov't Code 552.116*

Personal
Information of
Certain Individuals

*Board Members
and Others*

Option to
Restrict Access

Information that relates to the home address, home telephone number, emergency contact information, date of birth, or social security number of an individual to whom Government Code 552.1175(a) applies (including a current or honorably retired peace officer, commissioned security officer, elected public officer, members of the military, or a firefighter or volunteer firefighter), or that reveals whether the individual has family members is confidential and may not be disclosed to the public if the individual to whom the information relates chooses to restrict public access to the information by notifying the district on a form provided by the district with evidence of the individual's status. This choice remains valid until rescinded in writing by the individual.

Redaction and
Notice to
Requestor

In accordance with Government Code 552.1175(f), a district may redact information that must be withheld under this provision from any information the district discloses under the Public Information Act without the necessity of requesting a decision from the attorney general. If a district redacts information under this provision, the district shall provide the information required by Government Code 552.1175(h) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.1175

*Board Member
and Employee
Personnel
Information*

Information is excepted from public disclosure if it is information that relates to the home address, home telephone number, emergency contact information, or social security number of the persons listed at Government Code 552.117(a) or that reveals whether the person has family members. Government Code 552.117(a) includes the following:

1. A current or former district employee or board member, except as provided by Government Code 552.024, below;
2. Certain peace officers, security officers, law enforcement personnel, and first responders; and
3. An elected public officer, regardless of whether the officer complies with Government Code 552.024, below, or .1175, above.

Gov't Code 552.117

Choice To Allow
Access

Each current or former employee or board member of a district shall choose whether to allow public access to information in the custody of the district that relates to the person's home address, home telephone number, emergency contact information, or social security number, or that reveals whether the person has family members.

Each current or former employee and board member shall state that person's choice to the main personnel officer of the district in a signed writing not later than the 14th day after the date on which the employee begins employment with the district, the board member is elected or appointed, or the former employee or official ends service with the district.

If the current or former employee or board member fails to state the person's choice within the period established by this provision, the information is subject to public access.

A current or former employee or board member who wishes to close or open public access to the information may request in writing that the main personnel officer of the district close or open access.

Exercising the option to close public access to protect personal information does not apply to a public information request made before the option was exercised.

Gov't Code 552.024; Atty. Gen. ORD 530 (1989)

Redaction and
Notice to
Requestors

If the current or former employee or board member chooses not to allow public access to the information, the district may redact the information from any information the district discloses without the necessity of requesting a decision from the attorney general. *Gov't Code 552.024(c)*

A district that redacts or withholds information under this provision shall provide the information required by Government Code 552.024(c-2) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter. *Gov't Code 552.024(c-1), (c-2)*

Photograph of
Peace Officer

A photograph that depicts a peace officer, the release of which would endanger the life or physical safety of the officer, is excepted from public disclosure unless:

1. The officer is under indictment or charged with an offense by information;
2. The officer is a party in a fire or police civil service hearing or a case in arbitration; or
3. The photograph is introduced as evidence in a judicial proceeding.

If a photograph is exempt from public disclosure as described above, it may be made public only if the officer gives written consent.

Gov't Code 552.119

Testing Items

A test item developed by an educational institution that is funded wholly or in part by state revenue or by a district is excepted from public disclosure. *Gov't Code 552.122*

Certain Library
Records

A record of a library or library system, supported in whole or in part by public funds, that identifies or serves to identify a person who requested, obtained, or used a library material or service is excepted from public disclosure, unless the record is disclosed:

1. Because the library determines that disclosure is reasonably necessary for the operation of the library and the records are not confidential under other state or federal law;
2. To a person with a special right of access under Government Code 552.023; or
3. To a law enforcement agency or prosecutor under a court order or a subpoena obtained in compliance with this provision.

Gov't Code 552.124

Superintendent
Applicants

The name of an applicant for superintendent of a district is excepted from public disclosure, except that the board must give public notice of the name or names of the finalists being considered for that position at least 21 days before the date of the meeting at which final action or a vote is to be taken on the applicant's employment. *Gov't Code 552.126*

Certain Motor
Vehicle and
Personal
Identification
Information

Information is excepted from public disclosure if the information relates to:

1. A motor vehicle operator's or driver's license or permit issued by an agency of this state or another state or country;
2. A motor vehicle title or registration issued by an agency of this state or another state or country; or
3. A personal identification document issued by an agency of this state, another state or country, or a local agency authorized to issue an identification document.

The motor vehicle record information described above may be released only if, and in the manner, authorized by Transportation Code Chapter 730.

Subject to Transportation Code Chapter 730 (the Motor Vehicle Records Disclosure Act), a district may redact motor vehicle or driver license information (including a Texas driver's license number, a copy of a Texas driver's license, a Texas license plate number, the portion of a photograph that reveals a Texas license plate number, and the portion of any video depicting a discernible Texas license plate number) under this provision from any information the district discloses without the necessity of requesting a decision from the attorney general. The district shall provide the information specified at Government Code 552.130(e) to the requestor on a form prescribed by the attorney general. The requestor is entitled to seek a decision from the attorney general about the matter.

Gov't Code 552.130; Atty. Gen. ORD 684 (2009)

Economic
Development
Negotiations

Information is excepted from public disclosure if the information relates to economic development negotiations involving a board and a business prospect that the board seeks to have locate, stay, or expand in or near a district and the information relates to:

1. A trade secret of the business prospect; or
2. Commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Gov't Code 552.131(a)

Unless and until an agreement is made with the business prospect, information about a financial or other incentive being offered to a business prospect by a board or by another person is excepted from public disclosure.

After an agreement is made, the exception no longer applies to information about a financial or other incentive being offered to the business prospect:

1. By the board; or
2. By another person, if the financial or other incentive may directly or indirectly result in the expenditure of public funds by a district or a reduction in revenue received by the district from any source.

Gov't Code 552.131(b), (c)

[For information regarding economic development negotiations under Government Code Chapter 403, Subchapter T, including the confidentiality of information, see CCGB.]

Social Security
Numbers of Any
Living Person

Except for the social security number of a district employee in the custody of the district, the social security number of a living person is excepted from public disclosure, but is not confidential under the Public Information Act. A district may redact the social security number of a living person from any information the district discloses to the public without the necessity of requesting a decision from the attorney general. *Gov't Code 552.147(a), (c)*

**Exclusions from
Public Information**

Protected Health
Information

An individual's protected health information as defined by Health and Safety Code 181.006 is not public information and is not subject to disclosure under the Public Information Act. *Gov't Code 552.002(d)*

Subpoena or
Discovery Request

A subpoena duces tecum or a request for discovery that is issued in compliance with a statute or a rule of civil or criminal procedure

is not considered to be a request for information under the Public Information Act. The Public Information Act does not affect the scope of civil discovery under the Texas Rules of Civil Procedure, and exceptions from disclosure under the PIA do not create new privileges from discovery. *Gov't Code 552.005, .0055*

No Right of Access

Commercially
Available
Publications

A district is not required under the Public Information Act to allow the inspection of or to provide a copy of information in a commercial book or publication purchased or acquired by the district for research purposes, if the book or publication is commercially available to the public. Although information in a book or publication may be made available to the public as resource material, such as a library book, a district is not required to make a copy of the information in response to a request for public information.

Exception

The district shall allow the inspection of information in a book or publication that is made part of, incorporated into, or referred to in a rule or policy of the board or district.

Gov't Code 552.027

Requests from
Incarcerated
Individuals

A district is not required to accept or comply with a request for information from an individual who is imprisoned or confined in a correctional facility or an agent of that individual, other than the individual's attorney when the attorney is requesting information that is subject to disclosure under the Public Information Act. This provision does not prohibit a district from disclosing to an incarcerated individual or the individual's agent information held by the district that pertains to the individual. *Gov't Code 552.028*

Retirement
Eligibility Records

Records, including any identifying information, of individual members, annuitants, retirees, beneficiaries, alternate payees, program participants, or persons eligible for benefits from TRS or another retirement system that are in the custody of the system or in the custody of an administering firm, a carrier, the district, or another governmental body, acting in cooperation with or on behalf of the retirement system are confidential and not subject to public disclosure.

An administering firm, carrier, or the district acting in cooperation with or on behalf of the retirement system is not required to accept or comply with a request for a record or information about a record or to seek an opinion from the attorney general.

For this provision, "participant" means a member, former member, retiree, annuitant, beneficiary, or alternate payee of the retirement system, or an employee or contractor of an employer covered by the retirement system for whom records were received by the re-

tirement system for the purpose of administering the terms of the plan, including for audit or investigative purposes.

Gov't Code 552.0038(c), (h), 825.507(g)

¹ Office of the Attorney General and the Public Information Act:
<https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act>

**United States
Constitution**

A district shall take no action abridging the freedom of speech or the right of the people to petition the board for redress of grievances. *U.S. Const. Amend. I, XIV*

A board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when a board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 828 (1995); *City of Madison v. Wis. Emp. Rel. Comm'n*, 429 U.S. 167, 174 (1976); *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968)

Texas Constitution

Citizens shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

Response to
Complaints

There is no requirement that a board negotiate or even respond to complaints. However, a board must stop, look, and listen and must consider the petition, address, or remonstrance. *Professional Association of College Educators v. El Paso County Community [College] District*, 678 S.W.2d 94 (Tex. App.—El Paso 1984, writ ref'd n.r.e.)

Federal Laws

Section 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *29 U.S.C. 794; 34 C.F.R. 104.7(b)*

Americans with
Disabilities Act

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 C.F.R. 35.107*

Closed Meeting

A board may conduct a closed meeting on a public complaint to the extent required or provided by law. [See BEC]

**Record of
Proceedings**

An appeal of a board's decision to the commissioner of education shall be decided based on a review of the record developed at the district level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. *Education Code 7.057(c), (f)*

It is a district's responsibility to make and preserve the records of the proceedings before the board. If a district fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the district. The record shall include:

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
 - a. The tape recording must be complete, audible, and clear; and
 - b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the board; and
8. The decision of the board.

19 TAC 157.1073(d)

Disruption

It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance and thereby curtail the exercise of others' First Amendment rights. *Penal Code 42.05; Morehead v. State, 807 S.W. 2d 577 (Tex. Cr. App. 1991)*

Note: Public complaints regarding instructional and library materials are addressed at EFA and EFB, respectively, and complaints against peace officers are addressed at CKE.

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual 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 individual 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 the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual'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 an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual 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. An individual 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 individual, at any point during the complaint process. The individual 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 individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual 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 individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the individual 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 individual 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 individual did not receive the relief requested at Level One or if the time for a response has expired, he or she 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 individual 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 individual 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 individual 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 individual 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 individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 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 individual 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 individual 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 individual 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 individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the 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 individual or his or her representative, any presentation from the administration, and questions from the Board with re-

sponses, 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.

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**Applicability of
Criminal Laws**

The criminal laws of the state apply to the areas under the control and jurisdiction of the board. *Education Code 37.101*

Trespass

An unauthorized person who trespasses on the grounds of a school district commits a Class C misdemeanor. *Education Code 37.107*

**Refusal of Entry or
Ejection of
Unauthorized
Persons**

A school administrator, school resource officer, or school district peace officer may refuse to allow persons to enter on or may eject a person from property under the district's control if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and:
 - a. The administrator, resource officer, or peace officer issues a verbal warning to the person that the person's behavior is inappropriate and may result in the person's refusal of entry or ejection; and
 - b. The person persists in that behavior.

Identification may be required of any person on property under the district's control.

A district shall maintain a record of each verbal warning issued, including the name of the person to whom the warning was issued and the date of issuance.

At the time a person is refused entry to or ejected from a school district's property, the district shall provide to the person written information explaining the appeal process.

If a parent or guardian of a child enrolled in a school district is refused entry to the district's property, the district shall accommodate the parent or guardian to ensure that the parent or guardian may participate in the child's admission, review, and dismissal committee or in the child's team established under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), in accordance with federal law.

The term of a person's refusal of entry to or ejection from a school district's property under this section may not exceed two years.

A district shall post on the district's website and each district campus shall post on any campus website a notice regarding these provisions, including the appeal process.

The board shall adopt a policy that uses the district's existing grievance process [see FNG, GF] to permit a person refused entry to or

ejected from property controlled by the district to appeal such refusal of entry or ejection. The policy must permit a person appealing under this section to address the board in person within 90 days of the commencement of the appeal, unless the appeal is granted before the board considers the appeal.

The board's decision to grant or deny an appeal under this section is final and may only be further appealed under the applicable provisions of Education Code 7.057.

Education Code 37.105; 19 TAC 103.1207

[For information on visitor requirements, including requesting identification, see GKC.]

Vehicles on School Property

A board may bar or suspend a person from driving or parking a vehicle on any school property as a result of the person's violation of any rule or regulation promulgated by the board or set forth in Education Code Chapter 37, Subchapter D. [See CLC] *Education Code 37.106*

Disruption of Lawful Assembly

A person commits a Class B misdemeanor if the person, alone or in concert with others, intentionally engages in disruptive activity on the campus or property of a public school.

Disruptive activity means:

1. Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building without the authorization of the administration of the school;
2. Seizing control of any building or portion of a building to interfere with any administrative, educational, research, or other authorized activity;
3. Preventing or attempting to prevent by force or violence or the threat of violence any lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur;
4. Disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or
5. Obstructing or restraining the passage of any person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats thereof the ingress or egress of any person to or from the property or campus without the authorization of the administration of the school.

Free Speech

This provision shall not be construed to infringe upon any right of free speech or expression guaranteed by the constitutions of the United States or the state of Texas.

Education Code 37.123

**Disruption of
Classes**

A person, other than a primary or secondary grade student enrolled in the school, commits a Class C misdemeanor if the person, on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age.

Disrupting the conduct of classes or other school activities includes:

1. Emitting noise of an intensity that prevents or hinders classroom instruction.
2. Enticing or attempting to entice a student away from a class or other school activity that the student is required to attend.
3. Preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend.
4. Entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or use of loud or profane language, disrupting class activities.

“School property” includes a public school campus or school grounds on which a public school is located, and any grounds or buildings used by a school for an assembly or other school-sponsored activity.

“Public property” includes a street, highway, alley, public park, or sidewalk.

Education Code 37.124

**Disruption of
Transportation**

A person, other than a primary or secondary grade student, commits a Class C misdemeanor if the person intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school, or to or from activities sponsored by a school, on a vehicle owned and/or operated by a district. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

**Tobacco and
E-Cigarettes**

A board shall prohibit smoking or using e-cigarettes or tobacco products at a school-related or school-sanctioned activity on or off school property. School personnel shall enforce these policies on school property. *Education Code 38.006* [See FNCD for the definition of e-cigarette.]

Smoking in
Buildings

A district shall not permit smoking within any indoor facility used for provision of routine or regular kindergarten, elementary, or secondary education or library services to children; or regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of employees who provide such services. *20 U.S.C. 6083; 20 U.S.C. 7183*

Criminal Penalty

A person commits an offense if the person is in possession of a burning tobacco product, smokes tobacco, or operates an e-cigarette in a facility of a public school.

Defense

It is a defense to prosecution that a district does not have prominently displayed a reasonably sized notice that smoking is prohibited by state law in such place and that an offense is punishable by a fine not to exceed \$500.

*Facilities for
Extinguishment*

A district shall be equipped with facilities for extinguishment of smoking materials.

Penal Code 48.01(a)-(c)

Alcohol

A board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property. *Education Code 38.007(a)* [See FNCF regarding alcohol-free zones.]

Intoxicants

A person commits a Class C misdemeanor if the person possesses an intoxicating beverage for consumption, sale, or distribution while:

1. On the grounds or in a building of a public school; or
2. Entering or inside any enclosure, field, or stadium where any athletic event sponsored or participated in by a public school is being held.

Education Code 37.122 [See also FNCF]

Fireworks

A person may not explode or ignite fireworks within 600 feet of any school unless the person receives authorization in writing from the school. *Occupations Code 2154.251(a)(1)*

**Federal Gun-Free
School Zones Act**

It is unlawful for any individual knowingly to possess a firearm at a place that the individual knows, or has reasonable cause to believe, is a school zone.

“School zone” means in, or on the grounds of, a school; or within a distance of 1,000 feet from the grounds of a school.

This prohibition does not apply to the possession of a firearm:

1. On private property not part of school grounds;
2. If the individual possessing the firearm is licensed to do so by the state, and the law of the state requires that, before an individual obtains such a license, the law enforcement authorities of the state verify that the individual is qualified under law to receive the license;
3. That is not loaded and in a locked container, or a locked firearms rack that is on a motor vehicle;
4. By an individual for use in a program approved by a school in the school zone;
5. By an individual in accordance with a contract entered into between a school in the school zone and the individual or an employer of the individual;
6. By a law enforcement officer acting in his or her official capacity; or
7. That is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on school premises is authorized by school authorities.

It is unlawful for any person, knowingly or with reckless disregard for the safety of another, to discharge or attempt to discharge a firearm at a place that the person knows is a school zone.

This prohibition does not apply to the discharge of a firearm:

1. On private property not part of school grounds;
2. As part of a program approved by a school in the school zone, by an individual who is participating in the program;
3. By an individual in accordance with a contract entered into between a school in a school zone and the individual or an employer of the individual; or
4. By a law enforcement officer acting in his or her official capacity.

18 U.S.C. 921(a)(25), .922(q)

**Possession of
Weapons**

Unless entitled to a defense or otherwise excepted by Penal Code 46.15, a person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, location-restricted knife, club, or prohibited weapon [see FNCG]:

1. On the premises of a school, on any grounds or building owned by and under the control of a school and on which an activity sponsored by the school is being conducted, or in a passenger transportation vehicle of a school, unless pursuant to written regulations or written authorization of the school;
2. On the premises of a polling place on the day of an election or while early voting is in progress;
3. On the premises where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the person is a participant in the event and a firearm, location-restricted knife, club, or prohibited weapon is used in the event;
4. In the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to the OMA, and the entity provided required notice of the meeting.

It is not a defense to prosecution that the person possessed a handgun and was licensed to carry a handgun.

Penal Code 46.03(a)(1), (2), (8), (14), (f)

“Premises” Defined

“Premises,” for purposes of this policy, means a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area. *Penal Code 46.03(c)(4)*

Notice to Public

A district may provide notice that firearms and other weapons are prohibited under Penal Code 46.03 on the premises or other property, as applicable, by posting a sign at each entrance to the premises or other property that:

1. Includes language that is identical to or substantially similar to the following: “Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property”;
2. Includes the language described above in both English and Spanish;
3. Appears in contrasting colors with block letters at least one inch in height; and

4. Is displayed in a conspicuous manner clearly visible to the public.

Without a sign described above posted prominently at each entrance to the premises or other property, as applicable, a person can assert a defense to prosecution for unlawfully carrying a handgun if the person personally received notice that carrying a firearm was prohibited and promptly departed from the premises or other property.

Penal Code 46.15(m)-(o)

Transportation or
Storage of Firearm
in School Parking
Area

A district may not prohibit a person who holds a license to carry a handgun under Government Code, Chapter 411, Subchapter H, from transporting or storing a handgun or other firearm or ammunition in a locked, privately owned or leased motor vehicle in a parking lot, parking garage, or other parking area provided by the district, and may not regulate the manner in which the handgun, firearm, or ammunition is stored in the vehicle, provided that the handgun, firearm, or ammunition is not in plain view.

This does not authorize a person to possess, transport, or store a handgun, a firearm, or ammunition in violation of Education Code 37.125, Penal Code 46.03, or other law.

Education Code 37.0815

Volunteer
Emergency
Services Personnel

A district is not liable in a civil action arising from the discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Government Code, Chapter 411, Subchapter H.

The discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Subchapter H, Chapter 411, Government Code, is outside the course and scope of the individual's duties as volunteer emergency services personnel.

The district does not waive immunity from suit or liability under the Texas Tort Claims Act or any other law.

“Volunteer emergency services personnel” includes a volunteer firefighter, an emergency medical services volunteer as defined by Health and Safety Code 773.003, and any individual who, as a volunteer, provides services for the benefit of the general public during emergency situations. The term does not include a peace officer or reserve law enforcement officer, as those terms are defined

by Occupations Code 1701.001, who is performing law enforcement duties.

Civ. Prac. & Rem. Code 112.001; Penal Code 46.01(18)

Exhibition of Firearm

A person commits a third degree felony if, in a manner intended to cause alarm or personal injury to another person or to damage school property, the person intentionally:

1. Exhibits or uses a firearm:
 - a. In or on any property, including a parking lot, parking garage, or other parking area, that is owned by a private or public school; or
 - b. On a school bus being used to transport children to and from school-sponsored activities;
2. Threatens to exhibit or use a firearm in or on property described above or on a bus and was in possession of or had immediate access to the firearm.

A person commits a Class A misdemeanor if the person threatens to exhibit or use a firearm, but was not in possession of or did not have immediate access to the firearm.

Education Code 37.125

**Trespass —
Concealed Carry of
Handgun**

A license holder commits an offense if the license holder:

1. Carries a concealed handgun on the property of another without effective consent; and
2. Received notice that entry on the property by a license holder with a concealed handgun was forbidden.

An offense under Penal Code 30.06 is a Class C misdemeanor, except that the offense is a Class A misdemeanor if, after entering the property, the license holder was personally given the notice that entry or remaining on the property with a concealed handgun was forbidden and subsequently failed to depart.

**Notice / Sign —
Concealed Carry of
Handgun**

For purposes of Penal Code 30.06, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

“Written communication” means:

1. A card or other document on which is written language identical to the following: “Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a per-

son licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun”; or

2. A sign posted on the property that includes the language described above in both English and Spanish, appears in contrasting colors with block letters at least one inch in height, and is displayed in a conspicuous manner clearly visible to the public.

Exception

It is an exception to Penal Code 30.06 that the property on which the license holder carries a concealed handgun is owned or leased by a district and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Penal Code 46.03.

Penal Code 30.06 [See also FNCG]

Unauthorized
Notice

A district may not take any action, including an action consisting of the provision of notice, by a communication described by Penal Code 30.06 or 30.07 that states or implies that a license holder who is carrying a handgun under the authority of Government Code Chapter 411 is prohibited from entering or remaining on a premises or other place owned or leased by the district unless license holders are prohibited from carrying a handgun on the premises or other place by Penal Code 46.03 or other law. *Gov't Code 411.209*

**Trespass — Open
Carry of Handgun**

A holder of a license to openly carry a handgun commits an offense if the license holder:

1. Openly carries a handgun on property of another without effective consent; and
2. Received notice that entry on the property by a license holder openly carrying a handgun was forbidden.

Notice / Sign —
Open Carry of
Handgun

For purposes of Penal Code 30.07, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

“Written communication means”:

1. A card or other document on which is written language identical to the following: “Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly”; or

2. A sign posted on the property that includes the language described above in both English and Spanish, appears in contrasting colors with block letters at least one inch in height, and is displayed in a conspicuous manner clearly visible to the public at each entrance to the property.

An offense under Penal Code 30.07 is a Class C misdemeanor, except that the offense is a Class A misdemeanor if, after entering the property, the license holder was personally given the notice by oral communication that entry or remaining on the property with an openly carried handgun was forbidden and subsequently failed to depart.

Exception

It is an exception to Penal Code 30.07 that the property on which the license holder openly carries the handgun is owned or leased by a governmental entity and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Penal Code 46.03.

Penal Code 30.07

**Unmanned Aircraft
Systems**

Note: For provisions applicable to the use of drones for law enforcement purposes, see CKEA

Federal Law

The U.S. Government has exclusive sovereignty of airspace of the United States. *49 U.S.C. 40103*

*Small Unmanned
Aircraft*

“Small unmanned aircraft” means an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.

*Small Unmanned
Aircraft System*

“Small unmanned aircraft system” (small UAS) means a small unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

14 C.F.R. 1.1, 107.3

*Operation of
Small UAS*

The registration, airman certification, and operation of civil small UAS within the United States is subject to 14 C.F.R. Part 107. Part 107 does not apply to the following:

1. Air carrier operations;
2. Any aircraft subject to the provisions of 49 U.S.C. 44809;
3. Any operation that the holder of an exemption under section 333 of Public Law 112-95 or 49 U.S.C. 44807 elects to con-

duct pursuant to the exemption, unless otherwise specified in the exemption; or

4. Any operation that a person elects to conduct under 14 C.F.R. Part 91 with a small UAS that has been issued an airworthiness certificate.

14 C.F.R. 107.1

*Exception for
Limited
Recreational
Operation*

A person may operate a small unmanned aircraft without specific certification or operating authority from the Federal Aviation Administration (FAA) if the operation adheres to all of the following limitations:

1. The aircraft is flown strictly for recreational purposes.
2. The aircraft is operated in accordance with or within the programming of a community-based organization's set of safety guidelines that are developed in coordination with the FAA.
3. The aircraft is flown within the visual line of sight of the person operating the aircraft or a visual observer co-located and in direct communication with the operator.
4. The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft.
5. In Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, the operator obtains prior authorization from the administrator of the FAA or designee before operating and complies with all airspace restrictions and prohibitions.
6. In Class G airspace, the aircraft is flown from the surface to not more than 400 feet above ground level and complies with all airspace restrictions and prohibitions.
7. The operator has passed an aeronautical knowledge and safety test and maintains proof of test passage to be made available to the FAA or law enforcement upon request.
8. The aircraft is registered and marked in accordance with 49 U.S.C. Chapter 441 and proof of registration is made available to the FAA or law enforcement upon request.

49 U.S.C. 44809(a)

*State Law
Regulation
Limited*

A political subdivision, including a school district, may not adopt or enforce any ordinance, order, or other similar measure regarding the operation of an unmanned aircraft. An ordinance, order, or

other similar measure that violates this provision is void and unenforceable. *Gov't Code 423.009(b), (d)*

Exception

A political subdivision may adopt and enforce an ordinance, order, or other similar measure regarding:

1. The use of an unmanned aircraft during a special event;
2. The political subdivision's use of an unmanned aircraft; or
3. The use of an unmanned aircraft near a facility or infrastructure owned by the political subdivision, if the political subdivision:
 - a. Applies for and receives authorization from the Federal Aviation Administration to adopt the regulation; and
 - b. After providing reasonable notice, holds a public hearing on the political subdivision's intent to apply for the authorization.

"Special event" means a festival, celebration, or other gathering that involves the reservation and temporary use of all or a portion of a public park, road, or other property of a political subdivision; and entertainment, the sale of merchandise, food, or beverages, or mass participation in a sports event; and requires a significant use or coordination of a political subdivision's services.

Gov't Code 423.009(a)(2), (c)

Privacy Law

It is lawful to capture an image using an unmanned aircraft in this state for the reasons listed in Government Code 423.002, including:

1. With the consent of the individual who owns or lawfully occupies the real property captured in the image; or
2. From a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception.

Gov't Code 423.002(a)

Note: The following legal provisions address the notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school. For additional legal provisions addressing reporting child abuse and neglect and investigations generally, see FFG.

Child Protective Investigations

A Texas Department of Family and Protective Services (DFPS) investigation of a report of child abuse or neglect under Family Code Chapter 261 may include an interview and examination of the subject child, which may be conducted at any reasonable time and place, including the child's school. A school official may not deny the request of an investigator, investigating a report of suspected child abuse or neglect, to interview, at school, a student who is an alleged victim. A school official may not condition granting the request on a requirement that school personnel, such as a counselor, attend the interview. *Family Code 261.302(a), (b); Atty. Gen. Op. DM-476 (1998)*

A person that has confidential locating or identifying information regarding a family that is the subject of an investigation under Family Code Chapter 261 shall release that information to DFPS on request. The release of information to DFPS by a person is not subject to Government Code 552.352 or any other law providing liability for the release of confidential information. *Family Code 261.303(e)*

Special Investigations

On receipt of a report of alleged or suspected child abuse or neglect in a public school, DFPS shall perform an investigation as provided by Family Code Chapter 261 and the rules adopted thereunder.

The Special Investigations program (SI) of the Child Protective Investigations division (CPI) of DFPS investigates allegations of abuse or neglect of a child by school personnel or volunteers in a school setting.

Family Code 261.406(a); 40 TAC 707.597-.625

Definitions

"School personnel and volunteers" means persons who have access to children in a school setting and are providing services to or caring for the children. School personnel include but are not limited to school employees, contractors, school volunteers, school bus drivers, school cafeteria staff, school resource officers and contracted police officers, and school custodians.

"School setting" means the physical location of a child's school or of an event sponsored or approved by the child's school, or any

other location where the child is in the care, custody, or control of school personnel in their official capacity, including transportation services. This does not include:

1. School settings involving only children in facilities regulated by the Texas Health and Human Services Commission (HHSC) when HHSC contracts with the local district to provide education services; or
2. School settings that are a part of child care operations regulated by the Child Care Licensing division of HHSC.

40 TAC 707.605(a)(6)-(7)

Notice to School
Personnel

Prior to conducting an investigation of school personnel or volunteers, SI must notify the school principal (or the principal's supervisor if the school principal is an alleged perpetrator) of the fact that a report has been assigned for investigation, the nature of the allegations contained in the report, and the date and time SI plans to visit the school campus to begin the investigation.

SI must also orally notify the superintendent about the investigation. If the superintendent is the alleged perpetrator, SI must instead orally notify the president of the school board.

SI must request that the school personnel notified of the investigation not alert the alleged perpetrator or others regarding the report until SI has had an opportunity to interview the alleged perpetrator.

Family Code 261.105(d); 40 TAC 707.615

No Interference with
Investigation

School officials or other persons related to the school setting may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS.

Interviews on
School Premises

Interviews and examinations in a school investigation may take place on or off the school premises, as deemed appropriate by SI, pursuant to all applicable standards. SI will notify appropriate school personnel prior to conducting an interview or visual inspection on school premises.

Presence of School
Personnel

SI may request that school personnel or volunteers not be present during the interview or visual inspection of an alleged victim, an alleged perpetrator, an adult or child witness, or any other person who may have information relevant to the investigation if the investigator determines that:

1. The presence of school personnel or volunteers would compromise the integrity of the investigation; or

2. A better interview or examination of the child would result without school personnel or volunteers being present.

Family Code 261.303(a); 40 TAC 707.619(a)

Report of Findings

After the completion of an investigation, SI must provide a report of the investigation, redacted to remove the identity of the reporter, to the Texas Education Agency (Director of Education Investigations) for an investigation concerning an employee of a public school. On request, SI must also provide a redacted copy of the report to the following:

1. State Board for Educator Certification;
2. The president of the local school board;
3. The superintendent of the district unless the superintendent is the alleged perpetrator; and
4. The school principal, unless the principal is the alleged perpetrator.

SI is not required to provide notice to a school official if it administratively closes a report of abuse or neglect prior to notifying school officials that DFPS received a report of abuse or neglect in the school setting.

Family Code 261.406(b); 40 TAC 707.623

**Prohibited Law
Enforcement
Citations**

For this provision, a “school offense” means an offense committed by a child enrolled in a public school that is a Class C misdemeanor other than a traffic offense and that is committed on property under the control and jurisdiction of a district. “Child” means a person who is a student and at least 10 years of age and younger than 18 years of age.

A peace officer, law enforcement officer, or school resource officer may not issue a citation to a child who is alleged to have committed a school offense. Education Code Chapter 37, Subchapter E-1 (Criminal Procedure) does not prohibit a child from being taken into custody under Family Code 52.01 (described below).

Education Code 37.141, .143

**Students Taken into
Custody**

For the following provisions, “child” means a person who is:

1. Ten years of age or older and under 17 years of age, or
2. Seventeen years of age or older and under 18 years of age who is alleged or found to have engaged in delinquent con-

duct or conduct indicating a need for supervision as a result of acts committed before becoming 17 years of age.

Family Code 51.02(2)

A child may be taken into custody under Family Code Title 3 (Juvenile Justice Code):

1. Pursuant to an order of the juvenile court.
2. Pursuant to the laws of arrest.
3. By a law enforcement officer, including a district peace officer, if there is probable cause to believe the student has engaged in a criminal violation, delinquent conduct, conduct indicating a need for supervision, or conduct that violates a condition of probation.
4. By a probation officer, if there is probable cause to believe the student has violated a condition of probation or a condition of release.
5. Pursuant to a directive to apprehend issued by a juvenile court.
6. By a law enforcement officer, to take the child's fingerprints or photograph, as set forth at Family Code 58.0021.

Family Code 52.01(a), 58.0021

[For information regarding when a child may be taken into custody without a court order, see Family Code 262.007, .008, .104, .110.]

Students in Custody

A person taking a child into custody may, if school is in session and the child is a student, bring the child to the campus to which the child is assigned if the principal, the principal's designee, or a peace officer assigned to the campus agrees to assume responsibility for the child for the remainder of the school day. *Family Code 52.02(a)(7)*



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: Jun 17, 2024

Submitted Date: May 21, 2024

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: Orlando Vargas

Department or Campus: REACH (alternative schools)

Topic: Optional Flexible School Day Program (application)

Background Information: Each year the REACH program is required to submit an application to TEA to request approval to operate the credit recovery flexible program. Once the board reviews and accepts the application for the OFSDP, we send the application to TEA and wait for their approval of the program for another year. If there are any edits to the application they will inform us so we could modify the application.

Attachments:

Superintendent's Resolutions: Recommended

Appendix Three
Attendance and Compliance Procedures of Proposed Program

1. **Goal:** To reduce the dropout rate of Splendora High School.

Objectives

1. Provide opportunities for students to earn credits toward graduation at their own pace.
2. Allow students to complete graduation requirements before the end of the school year.
3. Provide an opportunity to graduate for those students who have difficulty in a traditional school setting.

2. **Schedule:** Monday - Friday, 7:00 - 3:00

3. **Staff**

- 1 full-time certified teacher
- 1 instructional assistant
- 1 part-time administrator

Contact Hours

- Teacher and aide on duty 7:00 - 3:00
- Administrator housed in building and available as needed

4. **Identification Procedures**

Students are accepted for enrollment at the Reach Academy based on need such as: student has insufficient credits to graduate with class, student is a parent, student has to work to support family. Fifth-year high school students are given priority. Students interested in enrolling contact their counselor at Splendora High School to obtain an application for the program. Included in the application is a Student Statement of Commitment which is signed by the student and parent indicating their agreement to participate. The counselor obtains information from each student to document their need to transfer to the program. Students are recommended for this program from the high school counselor, a campus administrator, and also reviewed by a committee, composed of 2 administrators and four counselors, to examine attendance for the previous semester, discipline record, grades, EOC/STAAR scores and the student interview.

5. **Estimate number of students to be served per teacher.**

At any given time, the teacher will have approximately 25 OFSDP students.

6. **Students receiving special services**

Students in the OFSDP who have received special education services will have an instructional assistant available to them to help with interventions as needed. In addition, modifications specified in a student's IEP will be made by certified special education teachers who have been assigned to work with each student.

7. Recording actual number of instructional minutes

- A. The classroom teacher will keep track of the number of instructional minutes a student receives each day by recording the time each student enters and leaves the classroom. The teacher will then enter the times into the student SIS which will calculate the number of minutes. The teacher will then sign the Daily Contact Register every six weeks.
- A. Students who do not attend a minimum of 45 minutes on a particular day will be reported as 0 minutes on the Optional Flexible School Day Program (OFSDP) Daily Contact Register for that day.
- B. Attendance for students transferring from the traditional program to the OFSDP will be calculated by: calendar school days - traditional days present x 240. Students will not be simultaneously enrolled in OFSDP courses and traditional programs, nor will they receive more than 10,800 minutes per course.
- C. Students who have been accepted into the OFSDP will be withdrawn from the traditional ADA program on the last day of the six weeks reporting period and will be enrolled in the OFSDP on the first day of the next six weeks period. This will insure that no student is simultaneously enrolled in the OFSDP and the traditional ADA program.
- D. The classroom teacher will submit a signed daily attendance sheet which will indicate the number of minutes that each student attended.
- E. Attendance reports will be generated each six weeks to be reviewed and signed by the OFSDP administrator.

8. Splendor ISD will not offer a credit recovery program in the summer.

9. Splendor ISD will not have students attending a community-based dropout recovery education program.

Texas Education Agency



APPLICATION

Updated April 2024

Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the [TEC, §29.0822](#), may be counted in average daily attendance (ADA) for purposes of funding under the [TEC, Chapters 46, 48, and 49](#), only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see AppendixTwo).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Splendora Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

23419 FM 2090 Splendora, TX 77372

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, District Contacts
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI - Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Orlando Vargas

Authorized Signature

Typed Title Coordinator of
Alternative Schools

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#). Updated April 2024

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open- enrollment charter school by persons authorized to bind the district.

Allen Wells, Board President, 281-689-3128

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Dr. Jeff Burke, Superintendent, 281-689-2138

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____ **June**

Year: _____ **17**

6:30 pm Time: _____ **2024**

_____ **Board Rm, 23419FM 2090 Splendor, TX 77372** Location:

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Allen Wells, Board President, 281-689-3128

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Dr. Jeff Burke, Superintendent, 281-689-2138

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period. Updated April 2024

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
 - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
 - b. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Provide the location and a brief description of the in-person student engagement center.

Appendix Four **District Contacts**

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contacts for the Application

District/Charter School Superintendent:	Dr. Jeff Burke
Mailing Address:	23419 FM 2090
City, State, Zip Code:	Splendora, TX 77372
Telephone Number:	281-689-3128
Email Address:	jburke@splendoraisd.org

District PEIMS Coordinator:	Madeline Sheppard
Email Address:	msheppard@splendoraisd.org

OFSDP Contact Name:	Orlando Vargas
Email Address:	orvargas@splendoraisd.org

OFSDP Contact Name:	Dr. Shane Conklin
Email Address:	sconklin@splendoraisd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

***All file names should include the district/charter school's name**

Step-by-Step Guide to Appendix 5

The screenshot shows a spreadsheet-style form for 'Optional Flexible School Day Program (OFSDP) - Appendix 5'. The form is divided into several sections:

- Step 1:** A box for 'Insert 6-Digit District Number' with a note: 'Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4'.
- Step 2:** A box for 'School Year' with a link: 'Click here to enter the school year'.
- Step 3:** A box for '9-Digit District and Campus Number'.
- Step 4:** A grid of checkboxes for 'Eligibility Designation' (1-7).
- Step 5:** A box for 'Estimated Students Participating'.
- Step 6:** A box for 'School Year Period of Agreement' (Start Date, End Date, Days, Minutes Per Day).
- Step 7:** A box for 'Summer Period of Agreement' (Start Date, End Date, Days, Minutes Per Day).
- Step 8:** A box for 'Possible errors to consider before submission'.

Step 1: Enter the 6-digit District Number. If entered correctly, the district name will automatically populate in the cell directly to the right of the number entered.

Step 2: Enter the school year. (Example: 2021-2022)

Step 3: Enter the 9-digit District and Campus Number without hyphens or additional characters. If entered correctly, the campus name will automatically populate in the cell directly to the right of the number entered.

Step 4: Choose all student eligibility designations that apply to students participating in OFSDP.

- 1 At-Risk Students – The student is at risk of dropping out of school, as defined by the [Texas Education Code \(TEC\), §29.081](#).
- 2 Minimum Attendance – Students that do not meet the attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled without retaking the class. Funding for attendance is limited to that which is necessary for the student to recover class credit.
- 3 Early College High School – The student is attending a campus that has been designated by the Texas Education Agency (TEA) as an Early College High School (ECHS), as defined by the [TEC, §29.908](#), Pathways in Technology Early College High School (P-TECH), as defined by the [TEC, §29.553](#), or Industry Cluster Innovative Academy (ICIA).
- 4 Campus Turnaround Plan – The student is attending a campus implementing an approved innovative campus plan, as defined by [TEC, §39A.107](#).
- 5 Credit Recovery – Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit. The Summer Period of Agreement (Credit Recovery) section should only include dates after the regular school year, should not exceed 30 days, and may not extend past July 31st. A student cannot earn more than the equivalent of one ADA in a year.
- 6 Campus Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-1\)](#), in which courses are offered on-campus 100% of the time. To be eligible for this designation, the campus will be designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School. More information can be found on the [Performance Reporting Division website](#).
- 7 Remote/Hybrid Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-2\)](#). A dropout recovery program can be offered for students to work in a remote or hybrid setting, only if the campus is designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School and meets the requirements of [TEC, §29.081 \(e-2\)](#). More information can be found on the [Performance Reporting Division website](#).

Step 5: Enter the estimated number of students that will participate in OFSDP.

Step 6: Enter the School Year Period of Agreement information.

- Enter the program start date. This should be at least 30 days after application submission to allow for application review by TEA.
- Enter the program end date. This should not exceed the last school day on the district calendar.
- Enter the days of the week OFSDP will be offered to students.
- Enter the number of minutes per day that will be offered to OFSDP students. If the campus is an AEC of Choice – Dropout Recovery School, at least 240 minutes per day must be offered.

Step 7: If the district plans to offer OFSDP to give students an opportunity to recover credit lost on courses that were not successfully completed during the regular school year, then enter information in the Summer Period of Agreement section.

- Enter the summer program start date. This should be after the last day of school on the district calendar.
- Enter the summer program end date. This should not extend past July 31st and should not exceed 30 days.
- Enter the days of the week OFSDP will be offered to students.
- Enter the number of minutes per day that will be offered to OFSDP students. If your campus is an AEC of Choice – Dropout Recovery School, at least 240 minutes per day must be offered.

Step 8: This area is used to indicate possible errors that could impact application approval. After entering all campus information, possible errors will appear in these cells. If this area is blank after entering all information, then Appendix 5 has most likely been completed correctly.



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: May 23, 2024

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: Darcas Moody

Department or Campus: Transportation

**Topic: Updated Resolution of the Board Regarding
Hazardous Routes**

**Background Information: Same as last year, added The
Canopies Subdivision**

Attachments: Updated Resolution

Superintendent's Resolutions: Recommended

Resolution of the Board Regarding Hazardous Traffic Conditions

WHEREAS, Education Code 42.155(d) allows the Board of Trustees of Splendora Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

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

WHEREAS, the Board acknowledges Education Code 42.155(d) provisions, stating that a hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Splendora Independent School District has determined that a hazardous condition exists because there is no walkway where students must walk along or cross:

Piney Woods Elementary

FM 2090 RD (West of US Hwy 59)

- Heavy commercial traffic
- Major connector between Hwy 59 and FM 3083 Rd
- Sidewalks not present
- No pedestrian traffic control provided
- 55 mph road to be crossed

Presswoods Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Townsend Reserve Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

The Canopies Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

Morgan Dr (including Alta Rd & W Holly Ln.)

- Sidewalks not present
- Artery to FM 2090 Rd

Lake Splendora Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Marks Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Hayden Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Drivers Rd

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Goodson Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Peach Creek Elementary

FM 2090 RD

- Heavy commercial traffic
- Major connector between Hwy 59 and FM 1010 Rd
- Sidewalks not present
- 55 mph

First St (Including artery streets)

- Artery to FM 2090 Rd
- Heavy commercial traffic
- 35 mph
- No pedestrian traffic control provided
- Sidewalks not present
- Narrow roadway with hills

Lucas (Including artery streets)

- Artery to FM 2090 Rd
- No pedestrian traffic control provided

Ruby (Including artery streets)

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Joy Village

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Carol Ln

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Groves Rd (Including artery streets)

- Sidewalks not present
- Artery to FM 2090 Rd

Splenwood

- Sidewalks not present
- Artery to FM 2090 Rd

Thornton Dr

- Sidewalks not present
- Artery to FM 2090 Rd

Diamond Square (including artery streets in Holiday Oaks area)

- Sidewalks not present
- Artery to FM 2090 Rd

Magnolia Dr & Holly Dr, west of Peach Creek Elementary(Including artery streets in Shady Dale area)

- Sidewalks not present
- Artery to FM 2090 Rd

S Tram

- Artery to FM 2090 Rd
- 40mph road to be crossed
- No pedestrian traffic control provided

N Tram

- Sidewalks not present
- Artery to FM 2090 Rd
- Narrow roadway

Greenleaf Elementary

FM 2090 (West of US Hwy 59)

- Cross Railroad tracks
- Sidewalks not present
- No pedestrian traffic control provided

US Hwy 59 Service Rd

- Artery to US Hwy 59
- Sidewalks not present
- 55 mph
- Heavy commercial traffic

N Tram

- Sidewalks not present
- Artery to FM 2090 Rd
- Narrow roadway

Lazy S (including artery streets in Holiday Oaks area)

- Sidewalks not present
- Artery to N Tram Rd

East River Rd

- Cross multiple Railroad tracks
- Sidewalks not present
- Artery to service road of US Hwy 59
- Heavy commercial traffic

N Hwy 59 Business

- Cross Railroad tracks
- Sidewalks not present
- Major connector to Hwy 59
- Heavy commercial traffic
- 55 mph road to be crossed

Etta Rd

- Cross railroad tracks
- Cross major intersection
- Artery to service road of US Hwy 59
- Sidewalks not present
- No pedestrian traffic control provided
- 55 mph road to be crossed

Sallee Rd

- Cross railroad tracks
- Cross major intersection
- Artery to service road of US Hwy 59
- Sidewalks not present
- Heavy commercial traffic
- 55 mph road to be crossed

Timber Lakes Elementary

Hwy 242

- Cross major intersection
- Sidewalks not present
- Heavy commercial traffic
- 55 mph road to be crossed
- Major connector between Hwy 59 and Interstate 45
- 4 lane divided roadway

Northcrest Ranch (Northcrest Trail & Lost Spur only)

- Cross major intersection
- No pedestrian traffic control provided
- 55 mph road to be crossed
- Artery to FM 242
- Sidewalks not present

Splendora High School

FM 2090 RD (West of US Hwy 59)

- Heavy commercial traffic
- Major connector between Hwy 59 and FM 3083 Rd
- Sidewalks not present
- No pedestrian traffic control provided
- 55 mph road to be crossed

Presswoods Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

The Canopies Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

Townsend Reserve Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

Morgan Dr (including Alta Rd & W Holly Ln.)

- Sidewalks not present
- Artery to FM 2090 Rd

Lake Splendora Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Marks Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Hayden Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Drivers Rd

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Goodson Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Splendora Junior High School**FM 2090 RD (West of US Hwy 59)**

- Heavy commercial traffic
- Major connector between Hwy 59 and FM 3083 Rd
- Sidewalks not present
- No pedestrian traffic control provided
- 55 mph road to be crossed

Presswoods Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

The Canopies Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

Townsend Reserve Subdivision

- Artery to FM 2090 Rd
- 60 mph road to be crossed
- No pedestrian traffic control provided

Morgan Dr (including Alta Rd & W Holly Ln.)

- Sidewalks not present
- Artery to FM 2090 Rd

Lake Splendora Subdivision

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Marks Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Hayden Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Drivers Rd

- Artery to FM 2090 Rd
- 55 mph road to be crossed
- No pedestrian traffic control provided

Goodson Rd

- Sidewalks not present
- Artery to FM 2090 Rd

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees.

Presiding officer's signature

Board Secretary's signature



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 12, 2024

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: Dr. Kristy Dietrich

Department or Campus: SISD Advanced Academics

Topic: Updated MOU between SISD and Lone Star College

Background Information: Previous MOU expires in July 2024

Attachments:

[MOU](#)

Superintendent's Resolutions: Recommended

EARLY COLLEGE HIGH SCHOOL INTERLOCAL AGREEMENT

This Early College High School Interlocal Agreement (“Agreement”) between Lone Star College System District, a Texas public junior college (the “College”) and the Splendora Independent School District, a Texas independent school district (“SISD”) is effective on the date of final signature below. This Agreement is a contract between two local government entities under the Texas Interlocal Cooperation Act, Texas Government Code, Section 791.001, *et seq.*

The College and SISD want to operate the Early College High School (the “ECHS”) located at 23747 FM 2090, Splendora, TX 77372.

The ECHS is a Texas Education Agency Early College High School initiative serving grades 9-12 and providing dual enrollment for academic dual credit college courses for high school students.

This Agreement offers students an opportunity to complete a high school diploma and earn transferable college credits of Core Curriculum or 60 hours or more towards an associate or baccalaureate degree at no cost. The ECHS shall provide SISD students a “seamless” pathway from high school to college. The ECHS shall provide a course of study that enables participating students the opportunity to complete high school graduation requirements and earn an associate degree or at least 60 semester credit hours toward a baccalaureate degree. A four-year crosswalk must be in place detailing how students will progress toward this goal, including alignment of high school and college level courses. This crosswalk must provide pathways to postsecondary credentials, including Level 1 and/or Level 2 certificate, completion of the Texas Core Curriculum, an associate degree, or a baccalaureate degree and must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual (ACGM) and/or the Workforce Education Course Manual (WECM). Once students complete the ECHS graduation requirements, they may enroll at the College as a full-time student at their own expense.

The ECHS’ mission is for students to achieve their dreams by mastering college-level work through a nurturing environment with rigorous academic standards. The ECHS is dedicated to helping young people progress toward the education and experience they need to succeed in life and a family-supporting career.

The ECHS’ goals shall be aligned with and supportive of the early college high school core principles: (1) engage students in meaningful work that rewards performance with access to the rigor, depth, and intensity of credit-bearing college work while in high school; (2) make higher education more accessible, affordable, and attractive by bridging the divide between high school and college; (3) prepare students early for college-level academic and social expectations; (4) eliminate time wasted during junior and senior years of high school and facilitate the transition of motivated students to higher education; (5) provide needed guidance, support, and remediation services for both high school and college curricula; and (6) demonstrate new ways of integrating levels of schooling to better serve the intellectual and developmental needs of young people.

The parties therefore agree as follows:

Article 1
Definitions

In this Agreement, the following definitions apply:

“**Academic Year**” means September 1st through August 31st.

“**Core Curriculum**” means the transferrable block of courses offered by the College to satisfy the State of Texas’ general education requirements.

“**SISD**” means the Splendora Independent School District.

“**College**” means Lone Star College System District.

“**ECHS**” means Early College High School.

“**FERPA**” means Family Educational Rights and Privacy Act.

“**GPA**” means grade point average.

“**SACS**” means Southern Association of Colleges and Schools.

“**TAPR**” means the Texas Academic Performance Report.

“**TEA**” means Texas Education Agency.

“**TEC**” means Texas Education Code.

“**THECB**” means Texas Higher Education College Board.

“**TSIA**” means Texas State Initiative Assessment.

Article 2
Approvals and Evaluations

2.1 **TEA Approval.** The SISD shall continually apply for the TEA ECHS approval as required by the TEC.

2.2 **Advisory Committee.** The parties shall create an Advisory Committee. The Advisory Committee, consisting of a College President and the SISD Superintendent or designee, shall evaluate curriculum, instruction, and program activities annually. The Advisory Committee shall also make recommendations regarding effective coordination between the parties.

2.3 **Evaluating the ECHS.** SISD shall – every Academic Year – conduct an evaluation process to determine ECHS effectiveness satisfying federal and state education evaluation guidelines. SISD shall comply with the TEA/SISD Accountability System. SISD shall report the results of that evaluation process at the end of the Academic Year to the College and any required agency.

Article 3
ECHS Composition

3.1 **Recruitment.** The parties shall recruit students within the SISD boundaries. The SISD shall define the target population to meet all state TEA expectations. The parties shall ensure recruitment, marketing, and admissions processes satisfy the Public Education Information Management System TEA expectations. The parties shall neither discourage nor exclude at-risk student subpopulations from admission or enrollment. The parties acknowledge that students

labeled at-risk are those who meet the state-defined criteria.

3.2 **Admission.** SISD shall consider all interested high school students residing in the SISD boundaries. Student selection shall reflect the SISD's diversity and ensure equitable representation from each feeder pattern.

3.3 **Staffing.** The SISD acknowledges that all ECHS employees shall be SISD employees. The ECHS faculty shall be selected by the SISD based upon their previous experience and teaching success. The SISD shall ensure that the ECHS employees meet all state and federal certification requirements as well as Texas state certification requirements in the subject areas they teach.

(a) **Dual Credit Staffing.** The SISD shall provide the College the dual-credit instructor credentials documentation that satisfies SACS and THECB requirements. The College may assign qualified dual-credit instructors for dual credit courses. The ECHS shall annually assess dual-credit staffing needs and report those to the parties.

(b) **Evaluations.** The SISD shall annually evaluate ECHS faculty according to SISD's policies and procedures—except that the SISD will not evaluate the College's employees. The College shall annually evaluate its employees under the College's Policies and Chancellor's Procedures. The SISD shall allow designated College personnel to evaluate dual-credit instructors as required under the learning outcomes.

(c) **Employee Salaries.** The SISD shall pay the salary and benefits of the ECHS employees. The College shall pay the salary and benefits of College employees and instructors provided by the College supplied to teach college courses at the ECHS.

(d) **Professional Development.** The parties shall implement an annual assessment to determine topics or areas for professional development opportunities. The parties shall ensure ECHS employees and applicable College employees participate in collaborative planning and professional development sessions throughout the Academic Year.

3.4 **Compliance.** The SISD shall ensure all ECHS faculty and administration comply with all applicable laws and regulations.

Article 4 Financial

4.1 **Financial Considerations.** The parties may assist each other in obtaining necessary funds from local, state, federal and private sources to successfully operate the ECHS program.

(a) **SISD Budget Commitments.** SISD shall develop an ECHS budget. SISD shall fund the ECHS's day-to-day instructional costs such as employee salaries and benefits, transportation, and other school-related expenditures.

(b) **Fiscal Agent.** The parties designate SISD as this Agreement's fiscal agent. SISD shall be the recipient of ECHS funds and shall act as the ECHS intermediary.

(c) **College Support.** The College may provide administrative, instructional, and support services.

Article 5 Facilities

5.1 **Facility Use and Parking.** The ECHS will operate on SISD property.

5.2 **Students on College Campuses.** SISD shall assign a staff member to serve as a contact person and supervisor on the College campus when students under the age of 16 years old are attending class outside of the ECHS.

Article 6 Emergencies

6.1 **Accident or Sudden Illness.** If an ECHS student, instructor, or administrator should experience an accident or sudden illness on the College's premises, the College's proposed response controls.

6.2 **Emergency Closures.** The SISD hereby designates the employees specified below as the responsible employees for emergency closures (the primary employee, the "SISD Emergency Designee"). The SISD Emergency Designee is responsible for ECHS student welfare during emergency closures. SISD shall also ensure the SISD Emergency Designee arranges timely transportation for the students away from the closed or closing facility. The SISD Emergency Designee shall answer all phone calls from College personnel during an emergency closure.

SISD Emergency Designee

Name: Kristy Dietrich

Title: Executive Director of Secondary Instruction & Advanced Academics

Phone Number: 281-460-0588

Email: kdietrich@splendoraisd.org

Alternative SISD Emergency Designee

Name: Allen Painter

Title: Principal, Splendora High School

Phone Number: 832-527-0556

Email: apainter@splendoraisd.org

Article 7 Degrees and Curriculum

7.1 **Degree Plan and Filing.**

(a) **Student Degree Plan.** The parties shall ensure that ECHS students enter the ECHS after those students complete the Distinguished Level of Achievement Graduation Plan or the Foundation High School Program. SISD shall ensure that students begin with an educational plan reflecting Core Curriculum or an associate degree of 60 or more transferrable hours towards a baccalaureate degree.

(b) **Filing.** The parties shall file a degree plan for each ECHS student as required by the TEC, TEA, and THECB.

7.2 Curriculum.

(a) **Curriculum Verification.** The parties shall verify alignment between college and high school curricula as required by THECB, TEA, and other state, regional, or national agencies. The verification includes an annual review of course crosswalk alignments, co-curriculum changes, and updates to accreditation standards.

(b) **Learning Outcomes.** The College shall be responsible for ensuring that ECHS faculty understand the necessary learning outcomes for dual credit courses. SISD shall require ECHS faculty to attend the College's dual credit learning outcomes training. The College shall designate personnel to monitor instructional quality to ensure compliance with applicable course articulation agreements and the standards the state, SACS, the College, and SISD establish. SISD shall be responsible for ensuring that ECHS faculty understand the necessary learning outcomes for high-school-level courses.

(c) **Course Rigor.** The parties shall provide rigorous college readiness instruction according to the THECB rules regarding the list of aligned high school and college courses, dual credit, and technical credit. SISD shall ensure the high school credit courses meet all TEC requirements. The College shall ensure college credit courses meet all THECB requirements.

(d) **Courses of Study.** The parties shall collaborate to provide the ECHS an integrated four-year curriculum providing transition from grade level to grade level and allowing students to proceed to dual credit using course placement criteria according to the College's standards.

7.3 Dual or Concurrent Enrollment.

(a) **Eligibility.** The College shall assess each ECHS student for college-level readiness prior to the student's dual credit enrollment.

(b) **Assessment.** The College shall administer the TSIA to ECHS students for proper placement in dual credit courses – except that the College shall honor regulatory exemptions.

(c) **Enrollment.** The College shall ensure dual credit enrollment criteria under state or accreditation requirements are met by ECHS students. The College and SISD may provide ECHS students academic assistance before a student enrolls in a dual credit curriculum based on the particular student's needs. The parties intend that academic assistance may include a bridge program that provides opportunities to strengthen academic skills necessary for high school and college readiness.

(d) **Dual Credit Course Rigor.** The parties shall ensure that all dual credit courses satisfy college-level content and assessments even where the course students may be all high school students. The College shall ensure that a dual-credit course offered at the ECHS or the College are equivalent with respect to curriculum, materials, instruction, and student evaluation method and rigor.

(e) **Contact Hours.** The College shall ensure the ECHS meets dual-credit contact hour requirements.

(f) **Tuition and Fees.** The College shall waive the tuition and fees for the ECHS students enrolled in spring, summer, or fall college-level courses except the College will not waive tuition and fees for any college-level courses an ECHS student attempts more than twice.

7.4 **Course Expectations for Students.** The parties shall ensure students complete all required learning outcomes and the associated assessments for their respective courses. SISD shall determine a suitable placement within SISD for ECHS students who fail to maintain the ECHS's minimum requirements.

7.5 **Statewide Instrument Administration.** SISD shall comply with the State Board of Education rules regarding administering high school assessment instruments. SISD shall administer all statewide assessment instruments in accordance with the TEC. SISD shall notify the College's instructors at least two weeks before SISD administers any assessment.

Article 8

Grading and Transcripts

8.1 **High School Credit Only Grading.** SISD shall report high school grades to students utilizing the district-developed grade reporting calendar. SISD shall comply with the SISD's current grading guidelines for high school credit-only courses.

8.2 **Dual Credit Grading.**

(a) **Syllabus.** The parties intend that the semester grades and grading policies be outlined in each dual-credit instructor's course syllabus.

(b) **Grade Reporting.** The parties shall report dual credit grades under the College's established grading periods.

(c) **Official Grade of Record.** The parties acknowledge that the letter grade recorded on the College transcript will be the official grade of record for dual credit courses.

(d) **Continued Eligibility.** The parties intend that ECHS students in dual-credit courses meet satisfactory academic performance—earning higher than a “C” in all dual credit courses. The parties intend that student-legal guardians and the parties approve continued eligibility every semester.

(e) **Dual Credit Probation.** The ECHS dual credit students with college GPAs that fall below 2.0 shall be subjected to the College's probation policies. The parties intend that any student failing a dual-credit course be placed on probationary status restricting the student's enrollment to high school courses only.

8.3 **Two GPAs.** The parties intend that ECHS students earn two GPAs as follows: (1) College GPA based on their respective policies and reflected on the College transcript, and (2) SISD-weighted GPA based on its respective policies and reflected on the SISD transcript.

8.4 **Academic Probation.** The parties shall place ECHS students who fail to maintain an unweighted C average on “Early Alert” or “Scholastic Probation” respectively defined by the College's and SISD's policies.

8.5 **Grade Appeals.** The College shall administer college-grade appeals under the College's Board Policy and Chancellor's Procedures. SISD shall administer high-school-grade appeals

under SISD's standard procedures.

8.6 **Credit Transcription.**

(a) **SISD Transcription Responsibilities.** SISD shall transcribe high school credit and assessment results. SISD shall determine how the dual credit grades recorded on the high school transcript shall be calculated for GPA and class ranking purposes. SISD shall ensure the ECHS informs students and parents of SISD's decisions concerning high school transcripts.

(b) **College Transcription Responsibilities.** The College shall be responsible for the transcription of dual credit grades, college grades, and other approved placement or assessment scores. The College shall determine how information is recorded on the College transcript. The College acknowledges that the high school transcription requires that grades be converted between the two institutions.

8.7 **Withdrawal.** The parties intend that students who withdraw or drop from the ECHS follow the SISD's and College's guidelines and deadlines.

Article 9 **Student Conduct**

9.1 **Codes of Conduct.** The parties acknowledge that ECHS students will be required to adhere to the College's and SISD's applicable codes of conduct.

9.2 **Student Attendance.** The parties acknowledge that ECHS students will adhere to the parties' attendance policies. The parties intend that ECHS students not be penalized for an absence in any College course because of state-mandated testing.

9.3 **Calendar.** The parties intend that ECHS shall follow the College's common instructional and facility-use calendar allowing for the same holidays, breaks, and professional development.

Article 10 **Resources**

10.1 **Educational Resources.** The parties may use free or low-cost open education resources in courses offered. SISD shall be responsible for purchasing all required student textbooks, supplemental materials, supplies, and operational equipment.

10.2 **College Resources.** The parties intend that ECHS students be permitted to access the College's facilities, services, and resources according to College Policy and Chancellor's Procedures. Academic and student support services normally offered to College students shall be offered to ECHS-enrolled students.

10.3 **Advising.**

(a) **Strategy.** The parties shall establish common advising strategies and terminology related to dual-credit and college readiness under the TEC. The parties shall provide for the alignment of endorsements offered by the SISD and dual-credit courses offered that apply towards those endorsements. The parties shall identify tools such as those developed by the TEA, the THECB, or the Texas Workforce Commission, to assist ECHS counselors, students, and families in selecting endorsements offered by SISD and dual credit courses offered under this Agreement.

(b) **ECHS Advising.** The ECHS shall have advising staff that consists of both the high school counselor and access to the College’s Student Services staff. SISD shall be responsible for advising students concerning academic progress in high school courses. The parties shall be responsible for advising students concerning academic progress in dual credit courses. Dual credit students are eligible to utilize the same or comparable academic and instructional support services that are afforded College students.

10.4 **Accommodations.** The parties shall recognize and support the principles set forth in federal and state laws designed to eliminate discrimination against qualified individuals with disabilities. The parties shall ensure that qualified students with disabilities receive reasonable accommodations. SISD acknowledges that disability laws apply differently in dual credit and college courses than they do in K-12. The parties acknowledge that reasonable accommodation available to ECHS students will depend on whether a course is dual credit (college-level) or high school credit only (high school level). SISD also acknowledges that accommodations available in K-12 may be different or unavailable in college-level courses.

(a) **High School-level Accommodations.** The parties intend for ECHS students enrolled in a high school credit only course to receive K-12 accommodations as required under SISD's policies and procedures. SISD shall provide and fund accommodations for high school credit only courses.

(b) **Dual Credit and College-level Course Accommodations.** The parties intend for ECHS students enrolled in dual credit or college courses to be considered College students for accommodation purposes. The parties intend for ECHS students requiring disability accommodations to request accommodations under College Policy and Chancellor’s Procedures. The College shall be responsible for providing the dual credit or college course accommodation – except that SISD shall share the costs incurred in providing dual credit or college course accommodations to ECHS students with the College.

Article 11

Additional Terms and Conditions

11.1 **Term.** This Agreement’s term begins August 1, 2024, and ends July 31, 2027, unless earlier terminated pursuant to the Agreement’s provisions.

11.2 Termination.

(a) **Termination for TEA nonrenewal.** If the TEA does not grant ECHS renewal authority to the parties, then either party may promptly terminate this Agreement.

(b) **Termination for convenience.** Either party may terminate this Agreement for convenience at any time and for any reasons, except that the terminating party must provide the other party a written termination notice at least 30 days before the end of any Academic Year. The termination shall be effective at the end of the Academic Year. The parties shall use reasonable efforts to comply with all of the following until the termination is effective: (1) continue to adhere to the TEA ECHS Design Elements; (2) suspend new student enrollment; (3) transition the ECHS freshmen, sophomore, and junior cohorts at the time of termination to high schools SISD designates; and (4) continue to serve the ECHS until the ECHS senior cohort at the time of termination graduates.

11.3 **Notices.** The parties shall give notices required under this Agreement by mail with registered or certified postage prepaid with return receipt requested. The addresses in this paragraph are accurate for this purpose.

Superintendent
Splendora Independent School District
23419 FM 2090
Splendora, TX 77372

Office of the General Counsel
Lone Star College System
5000 Research Forest Drive
The Woodlands, Texas 77381

11.4 **Amendment.** The parties may amend this Agreement through written agreement. If the THECB or TEA adopts new ECHS program guidelines during this Agreement's term, then the parties shall accordingly amend this Agreement.

11.5 **Insurance.** The parties shall maintain—at their own cost—any one or more insurance policies legally required by public or contract law.

11.6 **Indemnification.** To the extent authorized by Texas law, each party shall indemnify and hold harmless all agents, servants and employees of the other party from and against all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement—except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act, or omission of the other party.

11.7 **Independent Contractors.** The SISD and the College acknowledge each is an independent contractor.

11.8 **Governing Law.** The parties acknowledge that this Agreement, the interpretation of its terms, and disputes arising from it, shall be governed by the laws of Texas. The parties hereby consent to jurisdiction and venue in the state and federal courts for Montgomery County, Texas, for disputes regarding this Agreement.

11.9 **FERPA and Data Sharing.** The parties may disclose ECHS student education records under FERPA as required or as needed for this Agreement's purposes. The parties intend to honor their respective FERPA obligations. SISD acknowledges the application of FERPA's post-secondary rules regarding ECHS students enrolled in dual credit or college credit only courses.

11.10 **Publicity.** The parties shall not use the other party's name, logo, or likeness in any written or electronic medium without receiving each other's prior written approval.

11.11 **Severability.** The parties intend that if any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable, this Agreement's balance will survive.

11.12 **Waiver.** Any waiver claim responsive to an Agreement violation shall be void—except that a written waiver that specifically cites the term, provision, or condition waived shall be valid. The parties acknowledge that waiving a term, provision, or condition once does not bind the waiving party in subsequent instances—except that a written waiver that specifically cites the waiver as perpetual or ongoing shall be valid.

11.13 **Authority to Contract.** Each person signing this Agreement states that they have the authority to execute this Agreement.

11.14 **Survival.** Provisions in this Agreement which are expressed to operate or to have effect

after termination shall remain in effect after termination.

11.15 **Integration.** This Agreement constitutes the entire agreement between the parties regarding this Agreement's subject matter. The parties acknowledge that this Agreement shall not be amended, modified, or supplemented except in writing and signed by each party's authorized representative.

11.16 **Limit of Liability.** The parties shall not be liable under this Agreement for indirect, incidental, special, or consequential damages of the other party resulting from that party's breach of this Agreement.

11.17 **Limitations on Authority.** The parties acknowledge that there are constitutional and statutory limitations on the College's authority, a state agency in some respects, to enter into certain contractual terms and conditions such as those relating to liens on College property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations shall not bind the College except to the extent authorized by the laws and Constitution of the State of Texas.

11.18 **Legality.** This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any other regulatory body thereof having jurisdiction.

This Agreement becomes effective when all parties have signed it. This Agreement's date shall be the date the last party signs it (as indicated by the date associated with that party's signature).

[SIGNATURE PAGE FOLLOWS]

SPLENDORA INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Allen Wells, President, SISD Board of Trustees

By: _____ Date: _____

Jeffrey Burke, Ed.D., Superintendent of SISD

LONE STAR COLLEGE SYSTEM DISTRICT

By: _____ Date: _____

Gerald F. Napoles, Ph.D., Vice Chancellor, Student Success



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 13, 2024

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: Deana Eubanks

Department or Campus: Athletics Director

Topic: Athletic donation of \$5,375.00 by Athletic Booster Club for a back-lit sign for indoor HS gym area

Background Information:

Attachments: Check

Superintendent's Resolutions: Recommended

SPLENDORA ATHLETIC BOOSTER CLUB

23747 FM 2090
SPLENDORA, TX 77372

1974

88-2360/1119

Date 5-25-24

CHECK ARMOR
TRADE PROTECTION

Pay to the
Order of Splendora High School \$ 5,375.00
Five thousand three hundred seventy five ⁰⁰/₁₀₀ Dollars

Photo
Safe
Deposit
Details on back

S SOUTHSIDE
BANK

For Fast Signs # E326-97710 Mal Rich MP

⑆ 111923607⑆ ⑆ 700100420⑆ 01974



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: 791 Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: 791 Co-op Membership Applications

Superintendent's Resolutions: Recommended

MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement (“Agreement”) is made by and between 791 Purchasing Cooperative (“791 COOP”) and [Splendora Independent School District \(SISD\)](#) (“End User”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

- 1. Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- 2. Permissions:** This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP’s competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP’s cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.
- 3. Relationship:** The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

**791 PURCHASING
COOPERATIVE
BOARD / COMMISSIONERS
COURT RESOLUTION**

STATE OF TEXAS

FOR: THE 791 PURCHASING
COOPERATIVE

WHEREAS, the Board of Directors or Commissioners Court of Splendora Independent School District (SISD), Splendora, Texas,
(Named Public Agency), (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791 Purchasing Cooperative, and in the Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the Splendora Independent School District (SISD) requests a stated need for
(Named Public Agency)

participation in 791 Purchasing Cooperative (791 Coop) whereby _____
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of Splendora Independent School District (SISD).
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the

_____ and is filed on record at the 791 Coop office.
(Named Public Agency)

In witness thereof, I have set my hand and signature this _____ day of _____, 20____.

By: _____
(Authorized Signature)

(Printed Authorized Name)

(Title)

This legal document will remain current on file until either party severs the agreement.



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: CTPA (Central Texas Purchasing Alliance) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: CTPA (Central Texas Purchasing Alliance) Co-op Membership Applications

Superintendent's Resolutions: Recommended



**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

THIS INTERLOCAL AGREEMENT FOR A CENTRAL TEXAS PURCHASING ALLIANCE (CTPA) ("Master Agreement") by and between the independent school districts named on the attached Exhibit A is executed for the purpose of engaging the districts to share purchasing opportunities for goods and services and to exchange purchasing related services methods and knowledge. Below, "Members" refers the member districts collectively; "Participant" to any entity which may join the CTPA after the execution of this Master Agreement, "Party" to an individual Member or Participant, and "CTPA" or "Parties" to the collective CTPA membership which includes the Member districts, Participants and any other entity authorized to act as a party to this Master Agreement.

WHEREAS, as part of its governmental functions, Members purchase goods and services pursuant to laws and regulations of the State of Texas; and

WHEREAS, Members research and determine opportunities for the purchase of various goods and services to meet its needs; and

WHEREAS, it would be advantageous to the Members and other parties to this interlocal agreement to cooperatively share information, training, research, procedures and opportunities for purchasing goods and services used by all Parties to this agreement; and

WHEREAS, this Master Agreement sets out a method for various entities to cooperate in fulfilling their purchasing needs in order to benefit the citizens served by the entities;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. AUTHORITY

This Master Agreement is entered into by the Members hereto pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with this Act.

2. DUTIES OF THE MEMBERS

2.1. The Members agree to undertake the following:

a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.

b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.

c. Develop and support web-based content related to the CTPA and purchasing related topics which will be made available to Members and Participants.

d. Perform purchasing system audits, provide advice regarding development of purchasing systems, perform or participate in peer performance reviews, extend purchasing assistance and other similar services as may be determined to be beneficial.

e. Pay fees and expenses as incurred pursuant to this Master Agreement.

f. Actively participate in and provide support to meetings and other activities conducted by the CTPA for the purpose of promoting the services and carrying out the functions of the CTPA.

g. Maintain as confidential, subject to the Texas Open Records Act, information supplied by Parties to the CTPA and deemed by the CTPA to be confidential.

3. ADVISORY BOARD OF DIRECTORS

3.1. There shall be created an alliance Board of Directors. The Board of Directors shall be determined pursuant to the bylaws of the CTPA, attached hereto as Exhibit B. At such time as additional participants are added to the Master Agreement, additional board positions shall be filled pursuant to the bylaws.

4. CTPA AUTHORIZED REPRESENTATIVE

4.1. The Executive Director of the CTPA shall act as the Authorized Representative of the CTPA. The Authorized Representative shall have authority as extended by this Master Agreement, to act on the CTPA's behalf and may execute additional agreements and otherwise bind the CTPA within the limits of authority granted by the CTPA Board of Directors.

5. EXPANSION OF MASTER AGREEMENT

5.1. The Members may, at their sole and exclusive discretion, extend this Master Agreement by agreeing to include other participants. Additional Participants to this Master Agreement will only be those parties who may enter into interlocal agreements pursuant to Government Code Section 791. Such new parties shall generally be referred to as "Participants."

5.2. Participants may become a part of this Master Agreement by execution of a separate Interlocal Participation Agreement to be executed by the Authorized Representative of the CTPA and the Participant. The Participant and any additional Participants entering into an Interlocal Participation Agreement agree that the Participant shall be bound by the terms and conditions of the Master Agreement and the Interlocal Participation Agreement executed between the CTPA's Authorized Representative and the Participant.

6. PURCHASING AUTHORITY

6.1. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated government entities.

6.2. The CTPA, in and of itself, shall not have any authority to make purchases of goods and services directly with Vendors or contractually bind its Members or Participants to any third party agreements, except to the extent authorized by the Board of Directors of the CTPA, for the purchase of products and services related to the maintaining databases of information, web hosting or other type administrative support tools required for the operation of the CTPA's business activities.

7. GOVERNING LAW

7.1. This Master Agreement and all actions taken pursuant to this Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the parties hereto shall be in Williamson County, Texas.

8. FEES AND EXPENSES

8.1. Members and other Participants shall pay an annual fee pursuant to the bylaws of the CTPA.

8.2. Initial fee shall be due upon execution of this Master Agreement and annual fees shall be due as of January 30th of each calendar year thereafter.

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8.3. With the approval of the CTPA, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA's Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

9. INITIAL TERM; TERMINATION; AUTOMATIC RENEWAL

9.1. The term of this Agreement shall commence on December 1, 2003 and extend for an initial period ending on December 31, 2004. In the event additional Participants become parties to this Master Agreement, the term for the additional Participants shall commence on the date the additional Participant becomes a Participant and shall end on December 31, 2004. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.

9.2. The Agreement shall automatically extend under the terms and conditions, fees and charges then in effect for successive one (1) year periods from the initial period provided that any Party to this Master Agreement or an Interlocal Participation Agreement may terminate their membership upon written notice to the CTPA's Authorized Representative, thirty (30) days prior to the end of the then current agreement period.

9.3. Upon such notification of termination, the terminating Party shall not be authorized any refund of fees or other charges previously paid to the CTPA.

9.4. The Members shall have the right to terminate the Master Agreement with any Member or any Interlocal Participation Agreement with any Participant during any term for the Party's failure to make payments on time or failure to follow the terms and conditions of this Master Agreement, provided that the CTPA give the Party a fifteen (15) day written notice of the deficiencies and an opportunity to cure them.

9.5. The fees and charges made to the Parties for a subsequent term shall be the same as made during the then current term unless changed by the Board of Directors, as authorized by the bylaws of the CTPA. If such change in fees or charges shall be authorized, all Parties will be notified of such changes at least ninety (90) days prior to an automatic renewal date.

9.6. If, after such notification of a change in fees or charges, Members or Participants do not terminate this Agreement and allows it to automatically renew, charges for the next term shall be the new charges set out by the CTPA in this notification prior to the automatic renewal date, subject to modification as herein set out.

10. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

10.1. This Master Agreement is a privilege for the benefit of the Members or other CTPA governmental entity Participants and may not be assigned in whole or in part by the Party to any

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other person or entity unless the CTPA through its Authorized Representative enters into a new written agreement with that person or entity. The Members reserve the right to assign this Master Agreement or subcontract any of its obligations hereunder. This Master Agreement is entered into for the sole benefit of the Parties. Nothing in this Master Agreement shall be construed as conferring any rights, benefits, remedies or claim upon any persons, firm, corporation or other entity.

11. CHARITABLE ACTIVITY RESTRICTIONS

11.1. No part of the net income of the CTPA shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the CTPA shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects of the CTPA.

11.2. No substantial part of the activities of the CTPA shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the CTPA shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

11.3. Notwithstanding any other provision of the Articles, the CTPA shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws, or by an organization contributions to which are to be deductible under Section 170(c)(2) of such code or corresponding provisions of any subsequent federal tax laws.

12. DEFAULT AND REMEDIES

12.1. If any Party fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by the CTPA to the Party, the Party shall be deemed in default under this Master Agreement.

12.2. In the event a Party shall at any time not have in effect a budget which contains funds to pay the charges provided for in this Master Agreement, the Party shall be deemed to have non-appropriated funds on the last effective date of a legally adopted budget containing funds to pay charges provided for hereunder. Upon the expiration of such a budget, the Participant shall have no further liability under this Master Agreement and shall be deemed to be in default as provided in this section of the Master Agreement. All payments, if any, made pursuant to this Master Agreement shall be made from current revenues available to the paying Party.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

13.1. All Parties to the Master Agreement acknowledge and agree that the Members or the CTPA are not the manufacturers of equipment, and that both the Members and the CTPA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or its function (whether purchased or leased by the Party from a

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Member sponsored contract or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose.

14. FORCE MAJEURE

14.1. Except for its own acts, the CTPA or its Members shall not be liable to the Parties or any other person for any loss or damage, regardless of cause. The CTPA or its Members do not assume and shall have no liability under this Master Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of the CTPA or its Members or its Participants, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or unusually severe weather conditions.

15. LIMITATIONS OF LIABILITY

15.1. The Parties agree that except as limited by law the CTPA's sole liability for loss or damage arising out of mistakes, omissions, delays, errors, or defects in the goods or services provided by the CTPA or for losses or damages arising out of the failure of the CTPA shall be limited to a refund of the lesser of the then current annual fee or specific charge for the goods or services paid by the Party.

15.2. The CTPA or its Members shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond the CTPA or its Member's control.

15.3. The liability of CTPA or its Members in connection with the service provided is subject to the foregoing limitations and the CTPA or its Members makes no warranties of any kind, expressed or implied, as to the provision of such service.

15.4. The Parties agree to release, defend, indemnify and hold harmless the CTPA, its Members, and their respective government entity, including their officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Master Agreement, including without limitation, claims for personal injury or wrongful death to the Party or other users of the equipment, products or services provided by the CTPA or used in conjunction with such equipment, products or services provided by the CTPA and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service or arising by operation of law, whether the claim is based in whole or in part

on negligent acts or omissions of the CTPA or its Members.

16. AMENDMENT; WAIVER; SEPARABILITY

16.1. Amendments to or modification of this Master Agreement shall be in writing and signed by the authorized representatives of the Members. Lack of enforcement of any right under this Master Agreement by any Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Master Agreement supersede other agreements, written or

Central Texas Purchasing Alliance – Interlocal Agreement and By-laws – Revision Effective date: January 11, 2012
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oral, between the Parties regarding the subject of this Master Agreement. Should a court of competent jurisdiction find any part of this Master Agreement invalid or unlawful, the remainder of this Master Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Master Agreement shall be construed in accordance with and governed by the laws of the state of Texas.

16.2. Any notice or demand shall be deemed received on the second business day after deposit in the U.S. mail. Either Party may from time to time designate any other address for this purpose by written notice to the other Party.

17. NO ORAL AGREEMENTS.

17.1. The Parties agree that this Master Agreement and its exhibits along with any authorized Interlocal Participation Agreements contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Master Agreement and any other writings, understandings, oral representations or contracts shall be deemed to be terminated, void and ineffective.

18. INSURANCE

18.1. The CTPA will not provide liability or any other types of insurance directly to its Members or Participants and all Parties shall only be provided insurance coverage to the extent authorized by their own sponsoring governing entity.

19. DISSOLUTION

19.1. Upon the dissolution of the Master Agreement or the winding up of the CTPA affairs, the assets of the CTPA shall be distributed exclusively for charitable or educational purposes or to organizations which are then exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws and to which contributions are then deductible under Section 170(c)(2) of such Code or corresponding provisions of any subsequent federal tax laws. Organizations having purposes similar to those of the CTPA shall be preferred.

20. APPLICABLE LAW.

20.1. Pursuant to Government Code Section 791.012, the laws governing independent school districts shall be the applicable law governing this Master Agreement.

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

**Exhibit A
Member List**

MEMBER DISTRICT REPRESENTATIVE TITLE Austin ISD Doyle Valdez President,
Board of Trustees

Bastrop ISD Becky Bunte Deputy Superintendent Comal ISD Abel Campos Assistant
Superintendent

Del Valle ISD Larry Mendoza Deputy Superintendent Dripping Springs ISD Dwane
Shropshire Assistant Superintendent for Business Operations

Eanes ISD Cindy Hallett Purchasing Coordinator Georgetown ISD David McLaughlin
Assistant Superintendent of Finance

Hays CISD Annette Folmar Director of Finance Assistant Superintendent

Leander ISD Ellen Skoviera Business and Operations

New Braunfels ISD Ron Reaves Superintendent

Pflugerville ISD Craig Pruett Coordinator of Purchasing Round Rock ISD Mike Jolly
Associate Superintendent & CFO

San Marcos CISD Cindy Casparis Purchasing Agent Schertz-Cibolo-Universal City

ISD Matthew J. Rivera Director of Purchasing Waco ISD Phil Brasher Director of

Purchasing Wimberley ISD Randall Rau Business Manager

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

**Exhibit B
CTPA Bylaws**

ARTICLE I

The name of the alliance shall be the Central Texas Purchasing Alliance.

ARTICLE II – ORGANIZATIONAL AUTHORITY

The Central Texas Purchasing Alliance (hereto know as the “Alliance”) shall be a voluntary, organization formed under the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code and the Master Interlocal Agreement executed by all Members of the Alliance shall prevail.

ARTICLE III – PURPOSE

The purpose of the Alliance shall be:

1. To promote the professionalism, effectiveness and efficiencies of the purchasing departments within the member organizations.
2. To provide education to alliance members through regular meetings, networking, mentoring and by sharing of established contracts and solicitation processes.
3. To be a resource center for members regarding purchasing related practices, by sharing developed specifications and boilerplates and/or vendors desiring to do business with local government entities, by providing information on cooperative opportunities and other purchasing venues that will assist in the proficiency of the member purchasing departments.

ARTICLE IV – MEMBERSHIP

1. Application for voting membership shall be open to any purchasing governmental entity that is authorized to enter into an interlocal agreement and supports the purpose statements in Article III and continuing membership is contingent upon being up-to-date on membership dues.
2. Application for membership shall be made in writing on such form as prescribed by the Board of Directors.
3. Membership shall be from January 1 through December 31. Membership dues will not be pro rated for partial year membership. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.
4. Membership shall be granted upon a majority vote of the Board of Directors. 5. The Board of Directors may create other membership classifications and shall have the authority to establish and define nonvoting categories of membership.

ARTICLE V – MEETINGS

1. Regular meetings of the Alliance shall be held on a regularly scheduled basis as determined by the Board of Directors.

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2. Regular meetings will be conducted in accordance with the Roberts Rules of Order. 3. Special meetings of the Alliance may be called by the president when it is deemed necessary and for the best interest of the organization.
4. At the request of a majority of the Board of Directors or a majority of the members of the Alliance, the president shall cause a special meeting to be called.
5. Request for special meetings must be made in writing at least ten (10) days before the requested scheduled date. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE VI – VOTING

Each member as defined in Article IV; 1-5, in good standing shall be entitled to one (1) vote on each question and/or election. Votes may be cast by ballot, voice vote, show of hands and/or other methods approved by the membership and Board of Directors.

ARTICLE VII – FEES AND CHARGES

1. Member fees/dues shall be on an annual basis. Actual fees shall be set by a majority vote of the Board of Directors.
2. Dues/fees shall be considered delinquent if not received by the Alliance within thirty (30) days from the beginning of the Alliance's fiscal year. (Fiscal year is January 1 to December 30) 3. With the approval of the Board of Directors, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA's Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

ARTICLE VIII - OFFICERS AND DIRECTORS

1. The management of the Alliance shall be vested in an Executive Director and a Board of Directors.
2. The Board of Directors shall consist of the following member representatives: Executive Director, President, Vice President, Secretary, Treasurer and a minimum of four (4) Directors. 3. The Round Rock Independent School District's lead purchasing authority shall be the Executive Director of the Alliance.
4. Officer positions shall only be held by K-12 member districts.
5. Each member organization shall appoint a single representative as its voting member. Only voting members are eligible for Officer or Board positions.
6. If no candidate applies for office, the President (or Director in his/her absence) will have the authority to appoint an officer.
7. Board elections will be held in April, with all positions taking effect the first of July. 8. Deleted.
9. Term. All Board members shall serve two-year terms, but are eligible for re-election with a maximum of two consecutive two-year terms in any specific position.

ARTICLE IX - DUTIES OF OFFICERS

1. Executive Director

- 1.1.Serves as coordinator and manager of the alliance.
- 1.2.Serves as ad hoc committee member at all board meetings.
- 1.3.Prepare contracts and services to be presented to the President and the Board of Directors for

Central Texas Purchasing Alliance – Interlocal Agreement and By-laws – Revision Effective date: January 11, 2012

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approval. Serves as Chairperson of the Nominating Committee.

1.4.Acts as Authorized Representative for the Alliance in all matters pertaining to the execution of Interlocal Participation Agreements.

2. President

2.1.Conducts and presides over the Board of Directors, the alliance and all board meetings.
2.2.Must maintain an annual membership in the Texas Association of School Business Officials. 3. Vice President

3.1.In the absence of the President performs all duties of the President and other duties as requested by the President.

4. Secretary

- 4.1.Will record the minutes of all board meetings.
- 4.2.Maintain the historical records of the alliance.
- 4.3.Keep a roster of the membership and sponsors.

5. Treasurer - Works with CPA/Auditing firm chosen by the Board of Directors to provide the following services.

5.1.Quarterly financial reports.
5.2.Receives of all funds paid to the alliance in the form of membership dues, sponsor fees, booth fees and any and all other income due the alliance.

5.3.Ensure all financial records are submitted for annual audit by the Board of Directors or Board's appointee(s).

6. Directors

6.1.Directors shall be appointed/elected only from Regions defined by the Board of Directors. Only one person from each entity can serve on the Board of Directors as an Officer or Director.

6.2.Responsible for formation of subcommittees and coordination and/or performance of special projects and research as may be assigned by the Board.

6.3.Sponsor group for mentoring, training and other member support services as may be assigned by the Board.

ARTICLE X - AMEND BY-LAWS

The by-laws may be amended or revised at any meeting of the Alliance or at a special meeting called for that purpose by the majority vote of the membership of the Alliance provided that notice of any proposed amendments or revision be sent to the voting membership prior to the meeting.

ARTICLE XI - PUBLICITY

No publicity shall be released in the name of the Alliance without prior approval of the Board of Directors.

ARTICLE XII - SPONSOR/VENDOR/EXHIBITOR QUALIFICATIONS

1. No sponsor, vendor and/or exhibitor will be allowed to participate in Alliance meetings unless that company has been approved by the Board of Directors.

2. Sponsors, vendors and/or exhibitors must be listed as an approved vendor from at least one member

organization in order to participate in the Alliance's meetings.

ARTICLE XIII – COMMITTEES

1. The Board may create committees as needed, such as peer education and data collection. There shall be two standing committees – Executive and Educational Committees. The Board President appoints all committee chairs. Committee chairs must be members of the Board.

Central Texas Purchasing Alliance – Interlocal Agreement and By-laws – Revision Effective date: January 11, 2012
Page 11

2. The Board Officers serve as the members of the Executive Committee.
3. The Vice President is the chair of the Educational Committee, which includes three other Board members. The Educational Committee is responsible for mentoring plan development, continuing educational projects and other educational project development as may be directed by the Board.



INTERLOCAL PARTICIPANT AGREEMENT

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of the Central Texas Purchasing Alliance ("Members"), acting on behalf of their school districts and Splendor Independent School District (SISD) ("Participant"), a governmental entity authorized to enter into an interlocal agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Central Texas Purchasing Alliance.

In consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. PARTY TO INTERLOCAL AGREEMENT

1.1. Participant hereby becomes a party to the Central Texas Purchasing Alliance Master Interlocal Agreement ("Master Agreement") and agrees to be bound by all terms and conditions set out in the Master Agreement, as modified and amended herein and in any other additional interlocal participant agreements.

1.2. Participant shall have all rights and duties as a founding Member except to the extent limited by the Master Agreement or the CTPA bylaws contained therein. The Master Agreement is attached hereto as Exhibit 1 and the terms and provisions of the Master Agreement are incorporated in this Participation Agreement.

2. TERM

2.1. Participant's rights and duties under the Master Agreement shall commence on the effective date of this Participant Agreement. Participant recognizes and agrees that the Master Agreement provides an initial term of the Master Agreement and also provides for a uniform ending date applicable to all Parties and is automatically renewable under certain conditions.

3. DEFAULT, REMEDIES

3.1 In the event of default by Participant, as the term default is used in the Master Agreement, the Members shall have the remedies provided in the Master Agreement and shall also have the right to terminate Participant's participation in the Master Agreement or suspend Participant's participation in the Master Agreement without terminating or otherwise affecting the Master Agreement and the other parties to the Master Agreement or other Participant Agreements.

4. FEES

4.1. Participant shall pay an annual fee pursuant to the bylaws of the CTPA.

4.2. Initial fee based on the most recent annual fee established by vote of the Board of Directors, shall be due upon execution of this Master Agreement, and annual fees shall be due as of January 30th of each calendar year thereafter. The fee shall not be prorated for a partial period of the initial year.

5. WARRANTY OF AUTHORITY AND DUE EXECUTION

5.1. Participant warrants to the Members of the Central Texas Purchasing Alliance and other parties to the Master Agreement that Participant has the authority to enter into this Participant Agreement and the person executing this Agreement is duly authorized on behalf of the Participant’s governmental entity to enter into this Participant Agreement and that Participant has agreed to be bound by the Participant Agreement, the Master Agreement and the duties and obligations of Participants set out in those agreements.

Dated to be effective this the day of , 20 .

CENTRAL TEXAS PURCHASING ALLIANCE

By: _____
Signature

**Danny Poolman, Director of Purchasing and Materials Management -
RRISD CTPA Authorized Representative**

Title: CTPA Executive Director

Sponsor School District: Round Rock Independent School District

Splendora Independent School District SISD PARTICIPANT

By: _____
Signature

Name: Jennifer Stafford

Title: Director of Purchasing

Participating School District Name: Splendora Independent School District (SISD)

**BOARD RESOLUTION
OF
SPLENDORA INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Splendor Independent School District has been presented a proposed Interlocal Agreement for a Central Texas Purchasing Alliance by and between the Splendor Independent School District and various other independent school districts and found the Agreement to be acceptable and in the best interests of the Splendor Independent School District and its citizens; and

WHEREAS, the Splendor Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended, desires to join in and elects to participate with the described purchasing alliance and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes; facilitating the exchange of purchasing knowledge processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the district; and

WHEREAS, the Splendor Independent School District acknowledges its obligation to pay participation fees, if any, to be established by the Alliance in order to offset costs incurred on behalf of the Alliance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT, Splendor, Texas:

Section I.

The Agreement is hereby in all things approved.

Section II.

The Director of Purchasing of the Splendor Independent School is hereby designated to act for the District in all matters relating to the Central Texas Purchasing Alliance including the designation of specific contracts in which the District desires to participate.

Section III.

This resolution shall become effective from and after its passage. DULY PASSED AND APPROVED THIS THE 17th day of June, 2024.

Allen Wells
Board of Trustees President

STATE OF TEXAS
COUNTY OF MONTGOMERY

WHEREAS, the Splendora Independent School District has been presented a proposed Membership Agreement with the Educational and Institutional Cooperative Services, with an effective date of the agreement was found to be acceptable and in the best interest of Splendora ISD and its citizens:

WHEREAS, the Splendora Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Texas Government Code, as amended, and Subchapter F. Chapter 271, Texas Local Government Code desires to join in and elects to participate with the described purchasing cooperative and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes: facilitating the exchange of purchasing knowledge, processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT IN MONTGOMERY, TEXAS:

Section I.

The Agreement and the Splendora Independent School District's participation in the Agreement are hereby in all things approved.

Section II.

The Purchasing Agent of the Splendora Independent School is hereby designated to act for the District in all matters relating to the E&I Cooperative Services including the designation of specific contracts in which the District desires to participate.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT, MONTGOMERY COUNTY, TEXAS ON THE _____ DAY OF _____, 2024.

SPLENDORA INDEPENDENT SCHOOL DISTRICT

By:

President, Board of Trustees

By:

Secretary, Board of Trustees



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: E&I (Educational and Institutional) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: E&I (Educational and Institutional) Co-op Membership Applications

Superintendent's Resolutions: Recommended



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

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Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Equalis Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Equalis Co-op Membership Applications

Superintendent's Resolutions: Recommended



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____

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**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Goodbuy (Region 2 ESC) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Goodbuy (Region 2 ESC) Co-op Membership Applications

Superintendent's Resolutions: Recommended



Purchasing Program of the Education Service Center, Region 2

**GOODBUY MEMBERSHIP FORM FOR PRIVATE, NON-PROFIT, TAX EXEMPT
501(c)(3) ORGANIZATIONS, SCHOOLS & CHILD CARE FACILITIES**

Facility Name: Splendora Independent School District

Facility Contact & Title: Jennifer Stafford Director of Purchasing

Facility Address: 23419 FM 2090

Facility City, State, Zip: Splendora, Tx 77372

Facility Phone: 281-689-3128

Facility Fax: 281-689-4351

Facility E-mail: purchasing@splendoraisd.org

You must attach documents showing that your organization is eligible for GoodBuy membership, including documents showing that your organization is a “not for profit” entity that operates a private school or child care facility and holds a current tax exemption status under Section 501(c)(3) issued by the U.S. Internal Revenue Service. GoodBuy reserves the right to require your organization to submit additional documentation to demonstrate eligibility for membership in GoodBuy.

Membership in the GoodBuy Purchasing Cooperative is offered to charter and religious-based schools, non-profit organizations and child care facilities operated by private and non-profit entities tax exempt entities under Section 501(c)(3) at no charge. As a condition of membership, the Member must reference the GoodBuy contact on their order and submit proofs of purchase within 60 days of making a purchase from an Awarded Vendor to goodbuy@esc2.net. The purpose of this form is to verify membership to our Awarded vendors and may be used by them for marketing.

Signature

Date



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Splendor Independent School District

Program Member Designated GoodBuy representative(s):

Name: <u>Jennifer Stafford</u>	Contact Information: _____
Title: <u>Director of Purchasing</u>	(Address) <u>23419 FM 2090</u>
Email: <u>purchasing@splendoraisd.org</u>	City: <u>Splendor</u>
Telephone: <u>281-689-4351</u>	State: <u>Texas</u>
Facsimile: <u>281-689-7509</u>	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

Splendor Independent School District (SISD)

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)



**Shared Service Arrangement for Participation in the
Goodbuy Purchasing Cooperative
(A program of the Education Service Center, Region 2)**

Board Resolution

Splendora Independent School District, and
(local government name)

WHEREAS, the Splendora Independent School District, local government (Hereinafter "Member") pursuant to the authority by Article 791et.seq.of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative.

WHEREAS, the _____, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-local Cooperation Act 791, Texas Government Code.

WHEREAS, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Arrangement Resolution; and

WHEREAS, the Member desires to participate and join with other local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

FURTHER, BE IT RESOLVED, that the Board of Directors of the Member does hereby authorize its Board President, Superintendent or other officer to execute this Agreement.

Revised 05/08/2014



FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who hereby grant the power to exercise the same.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the _____ local government on the _____ day of 2_____, and that the same now appears of record in its official minutes.

Adopted and approved this _____ day of _____, 2_____.

By: _____, Date: _____
(Local Government Official)

(Title of Official)

Attest:

(Secretary of the Board of Directors) Date: _____



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: PACE (Region 20 ESC) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: PACE (Region 20 ESC) Co-op Membership Applications

Superintendent's Resolutions: Recommended

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: Splendora Independent School District County District Number: 170-907

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective June 17th, 2024 (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all procurement laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: Splendora Independent School District County District Number: 170-907

Please send a signed Interlocal Agreement to (or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity

Education Service Center, Region 20

BY:

BY:

Authorized Signature

Authorized Signature

Allen Wells

Purchasing Coordinator

Title

Title

Date

Date

Jennifer Stafford

Jim Metzger

Contact Person

Contact Person

Director of Purchasing

Purchasing Coordinator

Title of Contact Person

Title of Contact Person

23419 FM 2090

210-370-5204

Street Address

Phone Number

Splendora, Tx 77372

210-370-5776

City, State, Zip

Fax Number

281-689-4351

jim.metzger@esc20.net

Phone/Fax Number

E-mail Address

Purchasing@splendoraisd.org

E-mail Address



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Purchasing Solutions Alliance (PSA) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Purchasing Solutions Alliance (PSA) Co-op Membership Applications

Superintendent's Resolutions: Recommended

Purchasing Solutions Alliance

a purchasing cooperative for public agencies



INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code (together, the “Acts”), and other similar, applicable laws of other states, by and between the Purchasing Solutions Alliance, hereinafter referred to as “PSA,” having its principal place of business in Bryan, Texas, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Cooperative Member,” having its principal place of business in _____(city), _____(state).

WHEREAS, PSA is a cooperative purchasing program of the Brazos Valley Council of Governments, a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code and as such is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, PSA is duly authorized to contract with eligible entities under the Acts; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the applicable laws of its state, that its governing body has authorized this Agreement and that it desires to contract with PSA on the terms set forth below;

NOW, THEREFORE, PSA and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to PSA that it is eligible to contract with PSA under the Acts for the purposes recited herein because it is one of the following: a local government, as defined in the Acts (a county, a municipality, a special district, or other political subdivision of its state, or a combination of two or more of those entities, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

PSA and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the

provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints PSA its true and lawful purchasing agent for the purchase of certain products and services. All purchases hereunder shall be in accordance with federal statutes and procedures governing competitive bids and competitive proposals as denoted in 2 CFR Part 200 and in accordance with specifications and contract terms established by PSA, and at the prices available and published by PSA. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall PSA have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through the PSA program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. PSA reserves the right to make changes in the scope of products and services to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

PSA or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be

suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

**Purchasing Solutions Alliance
Brazos Valley Council of Governments
3991 East 29th St.
Bryan, Texas 77802**

Name of Cooperative Member

Mailing Address

City, State, ZIP Code

Brazos Valley Council of Governments,
Executive Director or Designee

Name & Title of Primary Contact Person

Signature of Executive Director or Designee

Telephone

Date: _____

E-mail Address

Susan Lightfoot
Attest: PSA Program Manager

Authorized by (Printed Name and Title)

Attest: _____
Signature of PSA Program Manager

Authorized by (Signature)

Date: _____

Date: _____



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Region 5 ESC (SETX) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Region 5 ESC (SETX) Co-op Membership Applications

Superintendent's Resolutions: Recommended

Region 5 Education Service Center

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net



RESOLUTION for Region 13 ESC

WHEREAS, it is the intent of Region 13 ESC to join and participate in the Southeast Texas Purchasing Cooperative organization administered by the Region 5 Ed Service Center (Region 5 ESC).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, for the 2022-2023 school year there will be no cost for said ISD to join the Southeast Texas Purchasing Co-op.

BE IT FURTHER RESOLVED, that the said ISD Board of Trustees hereby joins and elects to participate in the Southeast Texas Purchasing Cooperative organization administered by Region 5 ESC.

BE IT FURTHER RESOLVED, that the said ISD Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and neces implement the ISD's participation in said cooperative.

Board President's Signature: _____

Board President's Printed Name: _____

Board Secretary's Signature: _____

Board Secretary's Printed Name: _____

Date: _____

**Region 5
Education Service
Center**

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

**Membership
Acknowledgement
2023-2024**

NAME OF ISD: [Splendor Independent School District](#)

ISD PURCHASING CONTACT:

[Jennifer Stafford](#)

EMAIL: jstafford@splendoraisd.org

PHONE: [281-689-4351](tel:281-689-4351)

SUPERINTENDENT SIGNATURE:

**Member of the SETX Purchasing
Cooperative through Regin 5 ESC**

This document shall serve as Splendor Independent School District letter of commitment to become a member of the Region 5 Southeast Texas Purchasing Cooperative. It is understood that your school district board of trustees has passed a resolution to join the Co-op and that Region 5 ESC will administer the program. Region 5 ESC will conduct the bid process including advertising, receiving documents, evaluating and awarding vendors. Vendors will be vetted and will be awarded only if SETX Purchasing Co-Op criteria are met including but not limited to state and federal procurement compliance. For the 2023-2024 school year, there will be no cost for the district to join the Southeast Texas Purchasing Co-op. The district will receive annual catalog bids for many different categories of products and services. Other items may be selected for the bid process at the discretion of the Co-op Steering committee. As a member of the Co-op, the superintendent of said ISD will designate one representative who will be the initial contact for all correspondence with SETX Co-Op.





**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Region 10 ESC Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Region 10 ESC Co-op Membership Applications

Superintendent's Resolutions: Recommended



This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 10 (“ESC Region 10”) and Splendora Independent School District (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, The governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 10; and (2) Allow the Local Government to join ESC Region 10 sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 10 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.

Local Government

Splendora Independent School District

Name of Local Government

23419 FM 2090 Splendora, Tx 77372

Address of Local Government

Jennifer Stafford

281-689-4351

Contact Name and Telephone Number

Board President Signature / Date

Board Approval Date

County/District#
(if applicable)

ESC Region 10
400 East Spring Valley Rd
Richardson, TX 75081
Attn: Sue Hayes, CFO

Authorized Representative Signature / Date

Authorized Representative Title



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 4th, 2024

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition Information

Name of Person Responsible:

Jennifer Stafford, Director of Purchasing

Department or Campus: Purchasing/Warehouse

Topic: Region 16 ESC (TexBuy) Co-op Membership Applications

Background Information: This Co-op Memberships Application will allow us to have a larger vendor list to stay in compliance with TEA laws. And more competitive vendor opportunity

Attachments: Region 16 ESC (TexBuy) Co-op Membership Applications

Superintendent's Resolutions: Recommended

RESOLUTION OF THE BOARD OF TRUSTEES
OF

Splendor SCHOOL DISTRICT

In accordance with Chapters 791 of the Texas Government Code and 271 of the Texas Local Government Code, Board of Trustees of the **Splendor Independent School District** (“the School District”) does hereby make the following Resolution approving the Terms and Conditions of an Interlocal Agreement between the School District and the Region 16 Service Center, which serves as the sponsor of TexBuy, a cooperative purchasing program for goods and services (“the Agreement”) designating the School District Superintendent or the Superintendent’s designee, as official representative of the School District relating to the Program.

WHEREAS, the Board of Trustees of the School District finds it in the best interests of the School District to pool with other school districts and the Region 16 Service Center to increase its purchasing economy of scale;

WHEREAS, the Board of Trustees of the School District further finds it in the best interests of the School District to access low-cost goods and services advertized to potential vendors on a nationwide basis;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT:

Section I. The Terms and conditions of the agreement having been reviewed by the Board of Trustees of the School District is found to be acceptable and in the best interests of the School District and its citizens and is hereby for all things approved.

Section II. The Superintendent of the School District or the Superintendent’s designee is hereby designated and authorized to act for the School District in all matters relating to the Agreement, including executing the Agreement on behalf of the Board of Trustees of the School District.

Section III. The Board delegates to the School District Superintendent or the Superintendent’s designee, to the fullest extent allowed under Texas Education Code §44.0312, any and all authority to take any action to provide the School District with low-cost goods and services under the Agreement.

Section IV. There is not a management fee or any other fee to be paid to TexBuy or Region 16 Education Service Center by the School district; therefore, the provisions of Texas Education Code §44.0331 do not apply.

Section V. It is the policy of Region 16 ESC, TexBuy and the School District not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Section VI. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20____.

(Authorized Signature)

Board President

In witness thereof, I have hereunto set my hand and affixed my official seal this

_____ day of _____, 20_____.

ATTEST:

Board Secretary

INTERLOCAL AGREEMENT
for Participation in the
Region 16 ESC Statewide Cooperative Purchasing Program

Contracting Parties:

[Splendora Independent School District](#)

School District/Governmental Entity

AND

Region 16 Education Service Center

Texas Education Code §8.002 charges regional education service centers to provide services to enable school districts to operate more efficiently and economically. In order to increase the efficiency and effectiveness of purchasing operations, the Region 16 Education Service Center (“ESC 16”) and [Splendora Independent School District/Governmental Entity](#) (the “Entity”), collectively referred to as “the Parties,” enter into this Interlocal Agreement.

I. Creation of the Cooperative Purchasing Program

ESC 16, by this Agreement, agrees to serve as the sponsoring entity of a cooperative purchasing program (the “Program”) in conjunction with the above-named Entity and any other entity legally entitled to enter into the Program, which executes a similar agreement.

The purpose of the Program shall be to obtain substantial savings for participating school districts and other governmental entities through executions of economies of scale and through seeking vendors on a regional, state, and nationwide basis.

II. Authority

Authority for the services provided under this Interlocal Agreement is granted under Government Code, Chapter 791, Subchapters A, B, and C; and Local Government Code, Chapter 271, Subchapter F, §§ 271.101 and 271.102.

III. Termination

This Interlocal Agreement (hereinafter the “Agreement”) is effective upon final execution by ESC 16 and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for the termination and the effective date of such termination; however, the terminating party agrees to give the

affected party a thirty (30) day period to cure any identified breach. The terminating party further agrees to make any required payment to a vendor incurred during the time the party was a member of the Program.

IV. Duties and Roles

A. Role of the ESC 16 as Program Sponsor:

- (1) Provide for the organizational and administrative structure of the Program as Program Sponsor, by either using internal assets or through contracting with a third party to provide such matters.
- (2) Provide staff time necessary for efficient operation of the Program.
- (3) Provide for the initiation and implementation of activities related to the bidding and vendors selection process.
- (4) Provide members with procedures for ordering, delivery, and billing of goods and services available through the Program.

B. Role of the Entity:

- (1) Commit to participate in the Program by taking all action necessary to authorize the execution of this agreement in the appropriate space below.
- (2) Designate a contact person for the Program who will act under the direction of and on behalf of the Entity.
- (3) Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member Entity.
- (4) Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Program.
- (5) Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- (6) Pay vendors in a timely manner for all goods and services received.
- (7) Pursue any disputes regarding the quality or quantity of a vendor's goods and/or services directly with that vendor.

V. General Provisions

- A. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the Program contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such Program.
- B. This Agreement shall be governed by the law of the State of Texas and the Parties agree that venue shall be in the county in which the central administrative offices of ESC 16 are located.

- C. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
- D. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- E. The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such Entity.
- F. The Parties agree that payments made through this Agreement fairly compensate the performing party for any services or functions performed.
- G. Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.
- H. Nothing contained in this agreement prohibits a Party from either creating other purchasing cooperatives or participating as a member of other purchasing cooperatives.
- I. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
- J. This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine or e-mail and the terms and conditions agreed to by such means are binding upon the Parties.

VI. Authorization

ESC 16 and the Entity have entered into this Agreement to provide cooperative purchasing opportunities to public schools and other governmental entities and the governing boards of such entities delegate to the superintendent or chief executive officer of the Entity the discretion to determine that making purchases through the program provides the best value to the Entity.

This Agreement was approved by the governing boards of the respective Parties at meetings that were posted and held in accordance with state law, including Chapter 551 of the Texas Government Code, commonly known as the Texas Open Meetings Act.

VII. Non-Discrimination Clause

It is the policy of ESC 16 and the Entity not to discriminate on the basis of age, race,

religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Entity	ESC 16
By: _____ Authorized Signature	By: _____ Authorized Signature
_____	CHIEF FINANCIAL OFFICER
Title	Title
_____	_____
Date	Date
_____	ANDREW PICKENS
Entity Contact Person	ESC 16 Contact Person
_____	DIRECTOR OF PURCHASING
Title of Contact	Title of Contact
2341 FM 2090	5800 BELL STREET
Street Address	Street Address
Splendora, Tx 77372	AMARILLO, TX 79109
City, State Zip	City, State Zip
281-689-3128	806-677-5040
Contact's Telephone Number	Contact's Telephone Number
_____	andrew.pickens@esc16.net
E-mail Address	E-mail Address

Please send two signed original Interlocal Agreements to Region 16 ESC, Attn: Andrew Pickens, Director of Purchasing, 5800 Bell Street, Amarillo, TX 79109-6230. Upon execution, a signed original will be returned to the Entity Contact Person listed above.



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 10, 2024

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: Chief Financial Officer.

Topic: Approval of Budget Amendment #4.

Background Information: Budget Amendment #4 accounts for revenue adjustments to the General Operating Budget from the SISD Ed Foundation donation in the amount of \$14,250 the Top 10% banquet and the EOY Banquet. BA#4 also accounts for the expenditure adjustment to the General Operating Budget for the following:

1. Payroll Adjustments between funds,
2. Deductive Utility cost adjustment,
3. Ed Foundation expenditures,
4. BIL/ESL adjustments (due to increased allotment and mandatory spending requirements),
5. 2025 Bond Planning Costs,
6. Deductive Land cost not utilized.

Attachments: 2023-2024 Original Budget with Amendments.

Superintendent's Resolutions: Recommended

BUDGET AMENDMENTS 2023-24

AMENDMENT # 4

6/17/2024

FUND	BUDGET CODE	CURRENT BUDGET	ADD / (REDUCE)	TOTAL AMENDED BUDGET	DESCRIPTION
GENERAL OPERATING					
	199 00 574400 000 4 00024	9,300	14,250	23,550	SISD Ed Found - Top 10% Banquet & EOY Banquet
	TOTAL REVENUES	\$ 9,300	\$ 14,250	\$ 23,550	
	199 12 611900 999 4 99099	80,795	11,000	91,795	To Adjust Payroll Budget
	199 13 611900 101 4 36099	-	400,000	400,000	To Adjust Payroll Budget
	199 21 611900 999 4 23099	142,765	92,000	234,765	To Adjust Payroll Budget
	199 23 611900 001 4 99099	405,080	100,000	505,080	To Adjust Payroll Budget
	199 31 611900 999 4 23099	1,124,395	(630,000)	494,395	To Adjust Payroll Budget
	199 32 614400 999 4 30099	5,220	3,000	8,220	To Adjust Payroll Budget
	199 33 611900 102 4 99099	64,400	(33,000)	31,400	To Adjust Payroll Budget
	199 34 612900 999 4 99099	968,740	380,000	1,348,740	To Adjust Payroll Budget
	199 36 611900 001 4 91099	413,485	150,000	563,485	To Adjust Payroll Budget
	199 52 612100 999 4 99099	27,000	76,000	103,000	To Adjust Payroll Budget
	199 53 612900 999 4 99099	457,610	(10,000)	447,610	To Adjust Payroll Budget
	199 51 625972 999 4 99000	1,883,000	(539,000)	1,344,000	To Adjust Utility Budget
	199 11 6XXX00 001 4 11024	-	7,250	7,250	SISD Ed Found - Top 10% Banquet
	199 41 639900 750 4 99024	-	7,000	7,000	SISD Ed Found - Employee EOY Banquet
	199 11 639X00 999 4 25000	57,440	88,095	145,535	To Increase BIL/ESL Spending Allotment (Instruction)
	199 13 639900 999 4 25000	3,095	(3,095)	-	To Decrease BIL/ESL Spending Allotment (Prof Dev)
	199 41 62XX00 750 4 99000	35,000	55,000	90,000	To Cover Bond Planning Costs & Legal Fees
	199 81 661900 999 4 99084	3,000,000	(2,000,000)	1,000,000	Land Not Purchased in this Current Budget
	TOTAL EXPENDITURES	\$ 8,668,025	\$ (1,845,750)	\$ 6,822,275	
	BUDGET FUND BALANCE		\$ 1,860,000		



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 6/17/2024

Submitted Date: 6/10/2024

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: Administration Office

Topic: Approval of Authorized Activity Fund Signatures to include Reese Briggs, Stacey Swanson, and Brittney Garrett.

Background Information: Our Bank is requiring board minutes authorizing signers for student activity account checks. Kevin Lynch is being replaced by Reese Briggs.

Attachments: N/A

Superintendent's Resolutions: Recommended



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 6/17/2024

Submitted Date: 6/10/2024

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: Administration Office

Topic: Approval of Authorized Depository Fund Signatures to include Reese Briggs, Allen Wells, Dan Muirhead, Jason Sessum, Barry Welch, Kimberly Klepcyk, Brandon Fry, and Jennifer Stewart.

Background Information: Our Bank is requiring board minutes authorizing signers for Bank Depository Account checks. Kevin Lynch is being replaced by Reese Briggs.

Attachments: N/A

Superintendent's Resolutions: Recommended



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17th, 2024

Submitted Date: June 12th, 2024

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 Stafford, Director of Purchasing

Department or Campus:

Purchasing

Topic:

Renewal of Property/Casualty Insurance with Texas Political subdivisions.

Background Information: The district has an inter-local agreement with Texas Political subdivisions Property/Casualty Joint Self-Insurance Fund. The administration recommends the approval at a cost of \$570,089, which is an increase of \$80,157. Some of the reasons for the increases are spikes in auto claims, SISD Construction Additions, and a 1% wind & hail deductible

ATTACHMENTS: Value Spreadsheets of Property Insured.

Superintendent's Resolutions: Recommended



Renewal Summary

SPLENDORA ISD - P&C Insurance		Renewal 2024-25
General Liability		\$4,847
School Board Legal Liability		\$21,231
Law Enforcement Liability		\$2,734
Cyber Liability		\$4,856
Auto Liability		\$58,906
Auto Physical Damage		\$32,741
Property		\$440,685
Crime		\$1,477
Storage Tank Pollution		\$2,612
TOTAL PREMIUM		\$570,089



Insurance Package

Policy Term:

July 1, 2024 to July 1, 2025

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
General Liability	Various See Proposal Page	\$4,847
School Board Legal Liability	\$15,000 Per Claim	\$21,231
Law Enforcement	\$5,000 Each and Every Claim	\$2,734
Auto Liability	Various See Proposal Page	\$58,906
Physical Damage	Various See Proposal Page	\$32,741
Property	Refer to Property Proposal	\$440,685
Electronic Data, Media and Hardware	\$2,500 Per Occurrence	Included
Contractor's Equipment	\$2,500 Per Occurrence	Included
Musical/Band Instruments & Uniforms	\$2,500 Per Occurrence	Included
Equipment Breakdown	\$10,000 Per Accident	Included
Crime	Refer to Crime Proposal	\$1,477
Cyber Liability	Refer to Highlights	\$4,856
Crisis Management	Refer to Highlights	Included at no charge
Foreign & Domestic Terrorism	\$10,000 Per Occurrence	Applies to Property coverage only
Total Contribution		\$567,477
<p align="center">SPECIAL CONDITIONS:</p> <p><i>Please note a revised Property Coverage Document will be added effective 7/1/24. The mandatory addenda have been incorporated into the form, and a copy will be provided with the proposal. There is also a new addendum for Equipment Breakdown and Other Coverages, both will be provided with the proposal.</i></p> <p><i>Crisis coverage is contingent upon receipt of updated SOV prior to binding. (Only locations listed in SOV are covered except as it relates to an off-site event.) Newly acquired/constructed locations should be reported to TPS as soon as possible.</i></p> <p><i>Please review the proposal carefully, as some deductibles have changed.</i></p> <p><i>A completed and signed renewal Cyber application will be required upon binding.</i></p> <p><i>Pricing contemplates TPS writing all lines of coverage quoted.</i></p> <p><i>This proposal shall automatically expire as of the effective date.</i></p> <p><i>Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice.</i></p>		

Carrier:

Texas Political Subdivision

A.M. Best Rating: Not Rated



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 10, 2024

Agenda Business Items:

Consent Agenda Item
(Board has acted on items such as this previously)

X 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: Chief Financial Officer

Topic: Approval of the 2024-25 SISD Operating Budget

Background Information: The Administration recommends the approval of the 2024-2025 budget as presented which is a \$4,700,000 deficit budget. The deficit budget is a result of the 2024-2025 2% COLA, Next Level Prime Benefit, and the additional added premium to the 2023-2024 TSHBP surcharge.

Attachments: 2024-2025 Proposed Budget

Superintendent's Resolutions: Recommended

Splendora ISD
2024-2025 Original Budget
General Operating, Food Service and Debt Service Funds

	Gen Operating	Food Service	Debt Service	Total Funds	
	199	240	599	Budget	%
5700 Local Revenue	16,104,000	743,000	9,410,000	26,257,000	36.10%
5800 State Revenue	43,001,000	14,000	225,000	43,240,000	59.45%
5900 Federal Revenue	395,000	2,843,000	-	3,238,000	4.45%
7900 Other Resources	-	-	-	-	0.00%
Total Revenues	59,500,000	3,600,000	9,635,000	72,735,000	100.00%
11 Instruction	35,111,500	-	-	35,111,500	45.32%
12 Library	184,710	-	-	184,710	0.24%
13 Staff/Curr Develop	1,741,875	-	-	1,741,875	2.25%
21 Instruct Leader	1,522,062	-	-	1,522,062	1.96%
23 School Admin	2,919,698	-	-	2,919,698	3.77%
31 Guidance Counsel	2,267,315	-	-	2,267,315	2.93%
32 Social Worker Services	127,525	-	-	127,525	0.16%
33 Health Service	472,735	-	-	472,735	0.61%
34 Student Transport	3,580,705	-	-	3,580,705	4.62%
35 Food Service	-	4,808,000	-	4,808,000	6.21%
36 Extra Curricular	1,487,150	-	-	1,487,150	1.92%
41 General Admin	2,839,480	-	-	2,839,480	3.66%
51 Plant M&O	6,366,625	-	-	6,366,625	8.22%
52 Security	960,650	-	-	960,650	1.24%
53 Data Process Svc	959,075	-	-	959,075	1.24%
61 Community Services	283,895	-	-	283,895	0.37%
71 Debt Service	-	-	8,469,000	8,469,000	10.93%
81 Facilities Acquisition	3,150,000	-	-	3,150,000	4.07%
93 Payments to Fiscal Agent	-	-	-	-	0.00%

99 AE Services	225,000	-	-	225,000	0.29%
8900 Other Uses	-	-	-	-	0.00%
Total Expenditures	64,200,000	4,808,000	8,469,000	77,477,000	100.00%
Budgeted Fund Balance	(4,700,000)	(1,208,000)	1,166,000	(4,742,000)	

Beginning Fund Balance (est.)	8,586,228	1,421,431	3,040,880	13,048,539
Ending Fund Balance (est.)	3,886,228	213,431	4,206,880	8,306,539

****NOTES****

The General Operating deficit budgeted fund balance is due to land, employee raises, Next Level Prime benefit & FBS pay out.
The Food Service deficit budgeted fund balance is due an overage of excess fund balance that needs to be spent.

DESCRIPTION	CODE	2017-18 BUDGET	2018-19 BUDGET	2019-20 BUDGET	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
<i>Anticipated ADA / Enroll</i>		3,610	3,757	3,850	4,020	4,000	4,600	5,100	5200
Skating Rink 168	5XXX	100,000	110,000	110,000	150,000	30,000	220,000	250,000	265,000
Athletics 169	5XXX	55,000	48,000	48,000	40,000	50,000	80,000	80,000	85,000
TOTAL		155,000	158,000	158,000	190,000	80,000	300,000	330,000	350,000
Current Tax	5711	8,250,000	8,990,000	8,800,000	9,500,000	10,713,000	14,325,000	16,500,000	15,000,000
Delinquent Tax	5712	150,000	150,000	150,000	150,000	165,000	250,000	175,000	200,000
P&I	5719	90,000	120,000	150,000	150,000	165,000	165,000	150,000	175,000
TOTAL TAX		8,490,000	9,260,000	9,100,000	9,800,000	11,043,000	14,740,000	16,825,000	15,375,000
Pre-K Tuition	5738	25,000	25,000	14,000	14,000	14,000	16,000	20,000	20,000
Tuition	5739	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Interest	5742	50,000	180,000	350,000	200,000	20,000	30,000	250,000	250,000
Tower / Facility Rent	5743	12,000	10,000	10,000	10,000	10,000	10,000	12,000	10,000
Gifts & Bequests	5744	4,500	5,000	5,000	10,000	10,000	10,000	15,000	15,000
Other Local Rev	5749	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Athletic Facility Rental	5752	20,000	18,000	12,000	12,000	12,000	12,000	12,000	9,000
Scoreboard Ad Revenue	5759	47,500	48,000	22,000	10,000	-	-	-	-
TOTAL OTHER LOCAL		234,000	361,000	488,000	331,000	141,000	153,000	384,000	379,000
TOTAL	57XX	8,724,000	9,621,000	9,588,000	10,131,000	11,184,000	14,893,000	17,209,000	15,754,000
State Per Capita	5811	717,000	1,380,000	750,000	1,520,000	778,000	1,795,000	1,700,000	1,800,000
Foundation	5812	24,000,000	24,290,000	26,100,000	29,747,000	29,919,000	29,300,000	33,400,000	38,200,000
TRS On Behalf	5831	1,255,000	1,450,000	1,625,000	2,100,000	2,200,000	2,425,000	2,425,000	3,000,000
State Revenue / Not TEA	5839	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
STATE FUNDING	58XX	25,973,000	27,121,000	28,476,000	33,368,000	32,898,000	33,521,000	37,526,000	43,001,000
Federal E-Rate	5919	100,000	65,000	60,000	43,000	33,000	61,000	65,000	65,000
Medicaid SHARS	5931	300,000	500,000	700,000	700,000	500,000	700,000	540,000	300,000
Medicaid MAC	5932	10,000	15,000	18,000	20,000	15,000	25,000	30,000	30,000
TOTAL FEDERAL	59XX	410,000	580,000	778,000	763,000	548,000	786,000	635,000	395,000

DESCRIPTION	CODE	2017-18 BUDGET	2018-19 BUDGET	2019-20 BUDGET	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
TOTAL GEN OPERATING		35,262,000	37,480,000	39,000,000	44,452,000	44,710,000	49,500,000	55,700,000	59,500,000
INTEREST & SINKING 599									
Current Tax	5711	3,000,000	3,300,000	3,200,000	3,900,000	4,778,000	6,750,000	7,800,000	9,250,000
Delinquent Tax	5712	20,000	25,000	70,000	70,000	70,000	70,000	70,000	70,000
P&I	5719	12,000	20,000	50,000	50,000	50,000	50,000	50,000	65,000
Interest	5742	1,000	4,000	12,000	12,000	2,000	2,000	15,000	25,000
Other State / IFA	5829	2,205,000	2,545,000	2,680,000	2,520,000	1,557,000	815,000	320,000	225,000
TOTAL INTEREST & SINKING		5,238,000	5,894,000	6,012,000	6,552,000	6,457,000	7,687,000	8,255,000	9,635,000

	Description	Payroll 6100	Contract Serv 6200	Supplies 6300	Travel / Fees 6400	Debt Payments 6500	Capital Outlay 6600	Expenditure Budget	Per ADA Cost	Revenue Budget	Budget Fund Balance
	General Fund								5,200		
11	Instruction	33,425,440	437,019	1,136,791	94,250		18,000	35,111,500	6,752		
12	Media	100,770	14,500	27,300	6,200		35,940	184,710	36		
13	Curriculum	1,502,130	115,915	16,550	107,280		-	1,741,875	335		
21	Instructional Leadership	1,420,195	53,400	19,000	29,467		-	1,522,062	293		
23	School Leadership	2,861,060	23,118	9,170	26,350		-	2,919,698	561		
31	Counseling	2,125,010	12,985	115,200	14,120		-	2,267,315	436		
32	Social Worker	126,525	-	500	500		-	127,525	25		
33	Nursing	435,235	-	36,250	1,250		-	472,735	91		
34	Transportation	2,439,905	91,500	610,950	17,550		420,800	3,580,705	689		
36	Extra Curricular	929,205	101,750	209,370	246,825		-	1,487,150	286		
41	General Administration	1,845,980	689,550	58,350	245,600		-	2,839,480	546		
51	Maintenance	2,476,625	2,939,450	301,050	484,700		164,800	6,366,625	1,224		656
52	Security	870,650	20,900	62,450	6,650		-	960,650	185		
53	Technology	724,675	178,000	33,000	10,400		13,000	959,075	184		
61	Community Services	193,595	23,700	50,850	15,750		-	283,895	55		
81	Facilities Acquisition	-	-	-	-		3,150,000	3,150,000	606		
93	Payments to Fiscal Agent	-	-	-	-		-	-	-		
99	Tax Collection	-	225,000	-	-		-	225,000	43		
	Total General Operating	\$ 51,477,000	\$ 4,926,787	\$ 2,686,781	\$ 1,306,892	\$ -	\$ 3,802,540	\$ 64,200,000	\$ 12,346	\$ 59,500,000	\$ (4,700,000)
35	Food Service	1,458,000	172,400	2,339,650	62,462		775,488	4,808,000	925	\$ 3,600,000	(1,208,000)
71	Debt Service					8,469,000		8,469,000	1,629	\$ 9,635,000	1,166,000
	Total District Budget	\$ 52,935,000	\$ 5,099,187	\$ 5,026,431	\$ 1,369,354	\$ 8,469,000	\$ 4,578,028	\$ 77,477,000	\$ 14,899	\$ 72,735,000	\$ (4,742,000)



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 13, 2024

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:

Department or Campus:

Topic: District Goals 2024-2025

Background Information:

Attachments:

Superintendent's Resolutions:



Splendora Independent School District

23419 FM 2090, Splendora, Texas 77372
281-689-3128 • Fax 281-689-7509

District Goals 2024-2025

Priority 1: Focus On Student Success

Performance Goal

1.1 Increase opportunities to support student engagement and well being.

- **Key Strategic Actions:**
 - Expand access to social and emotional programs
 - Increase community service initiatives for students

Performance Goal

1.3 Ensure life readiness: students are college and/or career and/or military ready

- **Key Strategic Action:** 1.3.2 (F) Enhance career readiness programs and align educational standards with industry and state requirements to prepare students for future careers. (Board Area of Emphasis 24-25)

Priority 2: Focus on Staff Well-Being, Engagement and Growth

Performance Goal

2.1 Strengthen organizational capacity and leadership development to support future growth and stability.

- **Key Strategic Action:** 2.1(E)
 - Design and implement an induction program for new employees
 - Strategic Direction training
 - Position specific training
- **Key Strategic Action:** 2.1(F)
 - Redesign and implement Exceptional Leaders I and II training programs targeting current and emerging leaders
 - New Application process
 - New Curriculum
- **Key Strategic Action:** 2.1 (G)
 - Establish a principal mentorship program for principals with two or less years of experience

Priority 3: Focus on Community Engagement, Transparency and Trust

Performance Goal

3.4 Improve communication strategies and community engagement efforts to share relevant information, celebrate achievements, and increase participation in district events.

- **Key Strategic Action: 3.4 (a)**
 - Increase activity on popular social media platforms with regular posts about district events, achievements, and important information
- **Key Strategic Action: 3.4 (b)**
 - Increase the number of community members participating in SISD committees such as the Legacy Club, Bond Steering Committee, Faith Leaders, and Business Leaders Coalition

Priority 4: Focus on Strategic Alignment of Financial and Operational Systems for Long Term District Growth

Performance Goal

4.4 Ensure the consistent, clear, and transparent provision of measurable data for all stakeholders.

- **Key Strategic Action: 4.4 (a)**
 - Engage with stakeholders to understand their data needs and ensure that data provided meets these needs effectively
- **Key Strategic Action: 4.4 (b)**
 - Develop standardized data reporting formats to ensure consistency and clarity

Performance Goal

4.5 School Safety and Emergency Preparedness:

- **Key Strategic Action: 5.5 (a)**
 - Establish a police evaluation committee to ensure school police use best practices and are prepared for emergency events.
- **Key Strategic Action: 5.5 (b)**
 - Fully implement the use of the RAVE APP
- **Key Strategic Action: 5.5 (c)**
 - Complete a Safety and Security Audit



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 6/17/24

Submitted Date: 6/12/24

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: Carrie Garza

Department or Campus: Teaching and Learning

Topic: Director of Professional Learning

Background Information: We are hiring the Director of Professional Learning to replace Laura Wildman.

Attachments:

Superintendent's Resolutions: Recommended



**Splendor ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 11, 2024

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:

Allen Wells

Department or Campus:

School Board

Topic:

TASB Delegate and Alternate for TASB Convention

Background Information:

Attachments:

Delegate Information

Superintendent's Resolutions: Recommended

Name your Delegate.

2



Place an item on your upcoming board agenda.

Take action now, so you are prepared when registration opens in July.

Suggested agenda language:

- **Item name:** Discuss and consider board approval of a Delegate and Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly.
- **Background:** TASB's 2024 Delegate Assembly will be held Sept. 28, 2024, during txEDCON24 in San Antonio. Attending Delegate Assembly gives the board the chance to participate in the democratic process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda, have the opportunity to interact with other board members in our region, and earn continuing education training credit.
- **Recommended Action:** I recommend that the Board of Trustees name [INSERT NAME] as the Official Voting Delegate and [INSERT NAME] as the Alternate to the 2024 TASB Delegate Assembly.



Select your Delegate and Alternate.

Your Delegate, or Alternate, will be voting on important Association business, so carefully consider who you want representing your board and district. As school board members, all of you already have the most important qualification: a passion for Texas public schools and the students they serve. Now, think about who would best fit these qualities:

- **Knowledge:** The Assembly will consider a wide range of advocacy issues. Who has the best background on the challenges and concerns for your district and community?
- **Voice:** Delegates may submit amendments to proposed action items. Who would be best equipped to consider how amendments may affect your district and then take action based on your board's priorities?
- **Commitment:** The Regional Caucuses and Assembly are held during the Saturday of txEDCON24. Who can commit their time to the full meeting?

Name your delegate.

Step 2 continued



Register your representatives

New this year, registration will open in July as part of txEDCON24 registration. Make sure your board takes action now to select your representatives, so you are ready as soon as registration opens!

Your superintendent or superintendent secretary will be able to submit your board's Delegate and Alternate at the same time as they register your team for convention.

More information will be shared in late June.

“ My favorite time is when we review our legislative priorities, and the important, thoughtful discussions that arise from different viewpoints, different experiences, different needs. One thing that never fails to shine through is the common belief about doing the best for our children — all children.”

***– Sandy Hughey
North East ISD***



Watch for your Assembly materials.

In early September, the *Delegate Handbook* and Nominations Committee Report will be posted at tasb.org/delegate. Your registered Delegate and Alternate, as well as your board president and superintendent, will receive an email when the materials are available.

Questions?

If you have any questions about Delegate Assembly or naming your board's representatives, contact TASB Board and Management Services at **800-580-8272** or membercommunications@tasb.org.

**Your Association.
Your Voice.**

**TASB Delegate
Assembly**



tasb.org/delegate



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: June 17, 2024

Submitted Date: June 11, 2024

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:

Allen Wells

Department or Campus:

School Board

Topic:

TASB Advocacy Resolutions

Background Information:

During odd-numbered years, check the current Cornerstone Principles and Advocacy Priorities to ensure your resolution doesn't duplicate an issue already contained in the Agenda.

Work with your board to develop and approve resolutions and statements of reason.

Submit your approved resolutions using the online form. Each resolution must be submitted on a separate form.

Attachments: None

Superintendent's Resolutions: Recommended

POSSIBLE AGENDA ITEMS FOR NEXT REGULAR MEETING:

- A. Bond 2022 Updates
- B. Student Handbook & Code of Conduct
- C. BQ Local Policy Update and Board Operations & Guidelines
- D. MOU - JJAEP
- E. Employee Dress Code