Agenda of Regular Meeting

The Board of Trustees
Splendora ISD

A Regular meeting of the Board of Trustees of Splendora ISD will be held June 16, 2025, beginning at 6:00 PM in the Administration Building Boardroom, 23419 FM 2090, Splendora, Texas 77372.

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

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

I. **Call to Order**
II. **Closed Session from 6:00 to 7:00 PM**
    A. Safety - Section 551.076
    B. Personnel - Section 551.074
        1. Resignation(s)/Retirement(s)/New Hire(s)
    C. Real Estate - Section 551.072
    D. Consultation with Attorney - Section 551.071
III. **Reconvene from Closed Session 7:00 PM**
IV. **Board Protocol, Invocation, Pledge & Good Things**
    A. Board Leadership Guidelines & Code of Ethics 4
    B. Invocation
    C. U.S. & State of Texas Pledge of Allegiance
    D. Good Things
V. **Strategic Direction Review** **24**
VI. **Public Hearing - Proposed 2025-2026 Budget** **25**
VII. **Public Hearing - ESSA Application** **29**
VIII. **Board Recognitions**
    A. Teacher Incentive Allotment
IX. **2022 Bond Updates**
    A. Program Manager Update - LAN 36
X. **Superintendent's Report**
    A. Month-At-A-Glance 48
XI. **Audience**
XII. **Consent Agenda**
    A. Determine and Approve Any Consent Agenda Items

1. Approve Board Meeting Minutes
    a. Minutes 50
2. Approve Financials, Tax Report, Investment Report, and Accounts Payable 61
3. Approve Bluebonnet Learning Training With Great Minds As Part Of The Strong Foundations Implementation Grant For $272,000 101
4. Approve Renewal of Property/Casualty Insurance with Texas Political Subdivisions 102
5. Approve Agreement for Arbitrage Rebate Compliance Services 125
6. Approve RFP 25-10 Technology Equipment & Services, Software, Online Learning & Subscriptions 133
7. Approve RFP 25-11 Commercial Waste Management Services 135
8. Review and Adopt Policy Update 125 136
    a. (LEGAL) Polices
    b. (LOCAL) Policies (see attached list)
9. Receive Enrollment Report 411

XIII. **Action and/or Discussion Items**

A. Consider Approval of a Delegate and Alternate to the 2025 TASB Delegate Assembly 412

B. Consider Approval of TASB Advocacy Resolution 413

C. Consider Approval of Proposed Agreement for Hunton Andrews Kurth LLP to Serve as Bond Counsel for Splendora ISD 414

D. Consider Approval of The Servitude and Right-of-Way Easements to Entergy
Texas, Inc. on the Greenleaf Elementary School Site. 423

E. Consider Approval of Budget Amendment #4 427

F. Consider Approval of 2025-2026 Employee Stipends 431

G. Consider Approval of 2025-2026 Proposed Budget
1. Employee Compensation Plan 436
2. Employer Contribution for Benefits 448
3. 2025-2026 Budget 449

XIV. **Possible Action Arising from Closed Session**

XV. **Possible Agenda Items for Next Meeting**

XVI. **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

Splendora 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 Splendora 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

Meeting Day of the Week/Times

A. Regular meetings of the Board shall normally be held on the third Monday of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

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 for regular meetings will be the fifth 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)

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)

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.

Splendora 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:
BJA (LOCAL) BDAB (LOCAL)

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)

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

LEARNER PROFILE

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

EDUCATOR PROFILE

The Splendora 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.

Splendora ISD's Educator Profile

STRATEGIC PRIORITIES

Click here for the most recent SISD Strategic Priorities.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Public Hearing to Discuss and Consider Approval of 2025-2026 Budget

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION: Budget Attached and Posted

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the board approve the proposed 2025-2026 budget.

ATTACHMENTS: **2025-2026 Original Budget**

BUDGET INFORMATION:

RESOURCE PERSONNEL: Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the proposed 2025-2026 budget.

Splendora ISD
2025-2026 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	14,046,000	408,000	8,875,000	23,329,000	28.90%
5800 State Revenue	52,229,000	14,000	638,000	52,881,000	65.50%
5900 Federal Revenue	145,000	4,378,000	-	4,523,000	5.60%
7900 Other Resources	-	-	-	-	0.00%
Total Revenues	**66,420,000**	**4,800,000**	**9,513,000**	**80,733,000**	**100.00%**
11 Instruction	39,681,040	-	-	39,681,040	45.96%
12 Library	283,995	-	-	283,995	0.33%
13 Staff/Curr Develop	1,738,605	-	-	1,738,605	2.01%
21 Instruct Leader	1,883,095	-	-	1,883,095	2.18%
23 School Admin	3,564,493	-	-	3,564,493	4.13%
31 Guidance Counsel	2,212,375	-	-	2,212,375	2.56%
32 Social Worker Services	121,950	-	-	121,950	0.14%
33 Health Service	637,175	-	-	637,175	0.74%
34 Student Transport	3,652,960	-	-	3,652,960	4.23%
35 Food Service	-	4,800,000	-	4,800,000	5.56%
36 Extra Curricular	1,980,310	-	-	1,980,310	2.29%
41 General Admin	2,849,625	-	-	2,849,625	3.30%
51 Plant M&O	7,271,130	-	-	7,271,130	8.42%
52 Security	1,114,340	-	-	1,114,340	1.29%
53 Data Process Svc	909,095	-	-	909,095	1.05%
61 Community Services	240,312	-	-	240,312	0.28%
71 Debt Service	-	-	13,127,000	13,127,000	15.20%
81 Facilities Acquisition	39,500	-	-	39,500	0.05%
93 Payments to Fiscal Agent	-	-	-	-	0.00%
99 AE Services	240,000	-	-	240,000	0.28%
8900 Other Uses	-	-	-	-	0.00%
Total Expenditures	**68,420,000**	**4,800,000**	**13,127,000**	**86,347,000**	**100.00%**
Budgeted Fund Balance	**(2,000,000)**	**-**	**(3,614,000)**	**(5,614,000)**	
Beginning Fund Balance (est.)	10,409,079	778,527	5,662,790	16,850,396	
Ending Fund Balance (est.)	8,409,079	778,527	2,048,790	11,236,396	

Revenue Budget Comparison

DESCRIPTION	CODE	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
Anticipated ADA / Enroll		*4,000*	*4,600*	*5,100*	*5200*	*5550*
Skating Rink 168	5XXX	30,000	220,000	250,000	265,000	265,000
Athletics 169	5XXX	50,000	80,000	80,000	85,000	85,000
TOTAL		**80,000**	**300,000**	**330,000**	**350,000**	**350,000**
Current Tax	5711	10,713,000	14,325,000	16,500,000	15,000,000	12,870,000
Delinquent Tax	5712	165,000	250,000	175,000	200,000	225,000
P&I	5719	165,000	165,000	150,000	175,000	175,000
TOTAL TAX		**11,043,000**	**14,740,000**	**16,825,000**	**15,375,000**	**13,270,000**
Pre-K Tuition	5738	14,000	16,000	20,000	20,000	20,000
Tuition	5739	40,000	40,000	40,000	40,000	40,000
Interest	5742	20,000	30,000	250,000	250,000	300,000
Tower / Facility Rent	5743	10,000	10,000	12,000	10,000	7,000
Gifts & Bequests	5744	10,000	10,000	15,000	15,000	15,000
Other Local Rev	5749	35,000	35,000	35,000	35,000	35,000
Athletic Facility Rental	5752	12,000	12,000	12,000	9,000	9,000
Scoreboard Ad Revenue	5759	-	-	-	-	-
TOTAL OTHER LOCAL		**141,000**	**153,000**	**384,000**	**379,000**	**426,000**
TOTAL	**57XX**	**11,184,000**	**14,893,000**	**17,209,000**	**15,754,000**	**13,696,000**
State Per Capita	5811	778,000	1,795,000	1,700,000	1,800,000	2,050,000
Foundation	5812	29,919,000	29,300,000	33,400,000	38,200,000	46,925,000
TRS On Behalf	5831	2,200,000	2,425,000	2,425,000	3,000,000	3,253,000
State Revenue / Not TEA	5839	1,000	1,000	1,000	1,000	1,000
STATE FUNDING	**58XX**	**32,898,000**	**33,521,000**	**37,526,000**	**43,001,000**	**52,229,000**
Federal E-Rate	5919	33,000	61,000	65,000	65,000	50,000
Medicaid SHARS	5931	500,000	700,000	540,000	300,000	50,000
Medicaid MAC	5932	15,000	25,000	30,000	30,000	45,000
TOTAL FEDERAL	**59XX**	**548,000**	**786,000**	**635,000**	**395,000**	**145,000**
TOTAL GEN OPERATING		**44,710,000**	**49,500,000**	**55,700,000**	**59,500,000**	**66,420,000**
INTEREST & SINKING 599						
Current Tax	5711	4,778,000	6,750,000	7,800,000	9,250,000	8,700,000
Delinquent Tax	5712	70,000	70,000	70,000	70,000	80,000
P&I	5719	50,000	50,000	50,000	65,000	65,000
Interest	5742	2,000	2,000	15,000	25,000	30,000
Other State / IFA	5829	1,557,000	815,000	320,000	225,000	638,000
TOTAL INTEREST & SINKING		**6,457,000**	**7,687,000**	**8,255,000**	**9,635,000**	**9,513,000**

2024 - 2025
Expenditure Breakdown

	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								***5,550***		
11	Instruction	37,936,720	389,195	1,243,365	93,760		18,000	**39,681,040**	7,150		
12	Media	189,495	14,000	45,150	4,850		30,500	**283,995**	51		
13	Curriculum	1,423,255	209,900	14,550	90,900		-	**1,738,605**	313		
21	Instructional Leadership	1,772,295	54,700	21,100	35,000		-	**1,883,095**	339		
23	School Leadership	3,500,685	23,523	14,700	25,585		-	**3,564,493**	642		
31	Counseling	2,044,935	14,200	134,300	18,940		-	**2,212,375**	399		
32	Social Worker	120,950	-	500	500		-	**121,950**	22		
33	Nursing	621,675	1,000	13,500	1,000		-	**637,175**	115		
34	Transportation	2,909,460	87,250	558,750	47,500		50,000	**3,652,960**	658		
36	Extra Curriculuar	1,383,340	151,200	219,745	226,025		-	**1,980,310**	357		
41	General Administration	1,905,625	661,200	48,750	234,050		-	**2,849,625**	513		
51	Maintenance	2,890,130	3,386,000	338,425	516,075		140,500	**7,271,130**	1,310		
52	Security	1,017,340	31,400	55,000	10,600		-	**1,114,340**	201		28
53	Technology	738,095	58,200	61,100	20,700		31,000	**909,095**	164		
61	Community Services	150,000	26,000	46,550	17,762		-	**240,312**	43		
81	Facilities Acquisition	-	-	-	-		39,500	**39,500**	7		
93	Payments to Fiscal Agent	-	-	-	-		-	**-**	-		
99	Tax Collection	-	240,000	-	-		-	**240,000**	43		
	Total General Operating	**$58,604,000**	**$ 5,347,768**	**$ 2,815,485**	**$ 1,343,247**	**$ -**	**$ 309,500**	**$ 68,420,000**	**$ 12,328**	**$ 66,420,000**	**$ (2,000,000)**
35	Food Service	1,600,000	155,900	2,605,000	79,100		360,000	**4,800,000**	865	**$ 4,800,000**	-
71	Debt Service					13,127,000		**13,127,000**	2,365	**$ 9,513,000**	(3,614,000)
	Total District Budget	**$60,204,000**	**$ 5,503,668**	**$ 5,420,485**	**$ 1,422,347**	**$13,127,000**	**$ 669,500**	**$ 86,347,000**	**$ 15,558**	**$ 80,733,000**	**$ (5,614,000)**

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: 25-26 ESSA application notice and opportunity for public comment

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION: The Every Student Succeeds Act (ESSA) application is our source for Title I, II, III and IV funds.

ADMINISTRATIVE RECOMMENDATION: Information item

ATTACHMENTS: ESSA Public Notice Presentation 25-26

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Calesta House, Director of Federal Programs

RECOMMENDED MOTION: There is no action required as this is an informational item

ESSA Application 2025 - 2026

Public Notice
&
Opportunity for Public Comment

esc6 Dedicated to Serve

Title I, Part A

Award Amount: $793,316

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.

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: $154,992

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: $131,378

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: $58,415

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
- Cultural Responsiveness training
- Raptor Reunification System
- Classlink - SSO, access to apps

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

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: 2022 Bond Update

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Priority #4 - Focus on strategic alignment of financial and operational systems for long-term district growth.

BACKGROUND INFORMATION: Bi-Monthly Bond Construction Update by LAN.

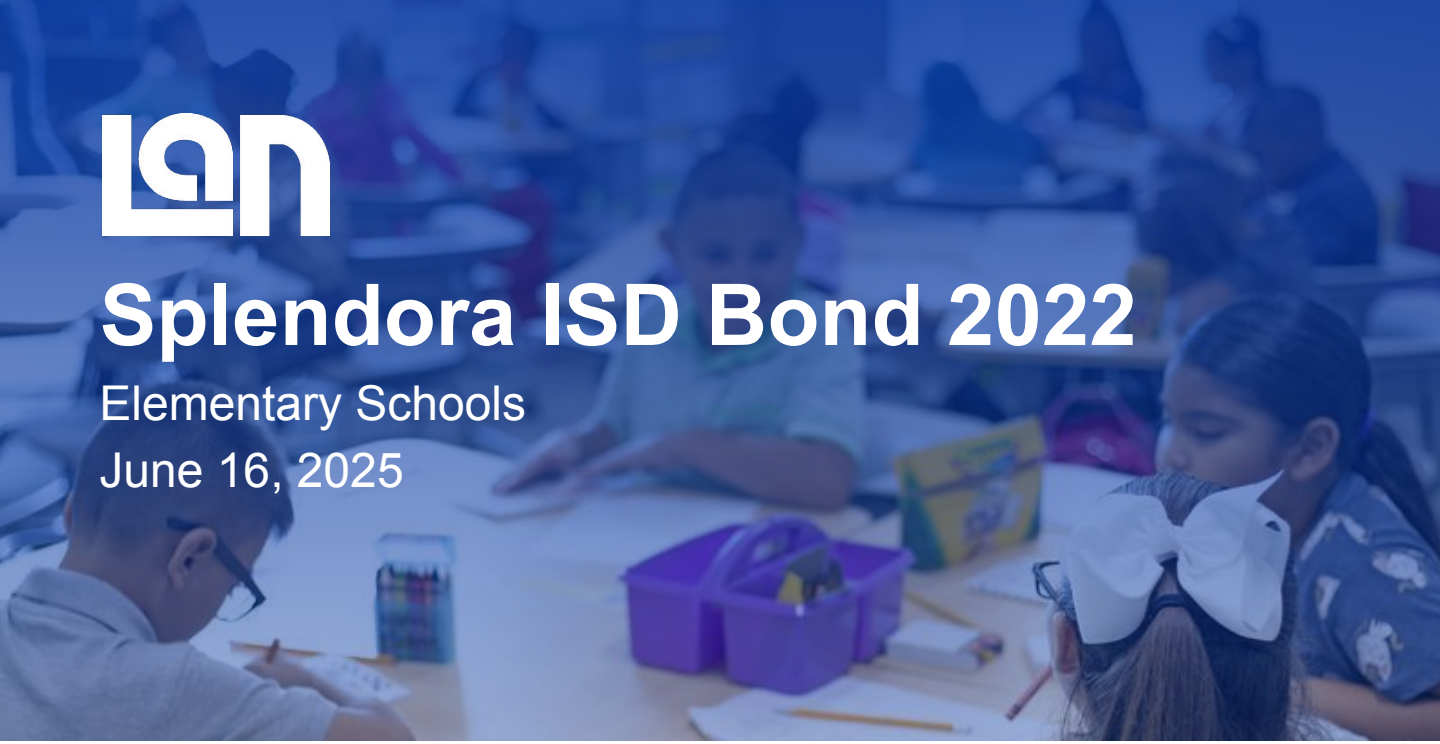
ADMINISTRATIVE RECOMMENDATION: Information

ATTACHMENTS: LAN Presentation - PowerPoint

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Reese Briggs, Chief Operations Officer, Ashley Alverez, Project Manager, Turner, Townsend & Heery

RECOMMENDED MOTION:



Splendora ISD Bond 2022

Elementary Schools

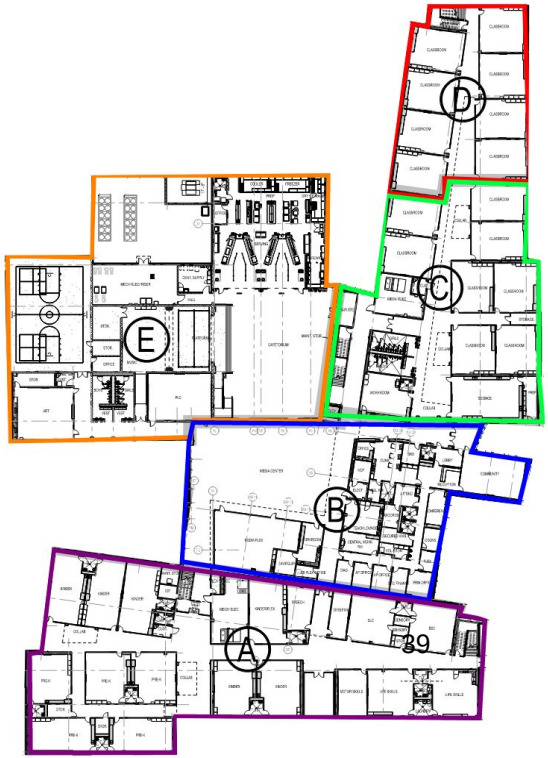
June 16, 2025



Peach Creek Elementary School

Construction – Peach Creek

- Completed Activities
  - Permanent power
  - HVAC startup
- Current Activities
  - LVT flooring
  - Final painting
  - Network cabling
  - Landscaping
- Upcoming Activities
  - Network equipment install
  - Furniture install
- Substantial Completion
  - July 28, 2025



Construction – Peach Creek



Front Entry



Clinic

Construction – Peach Creek



Classroom



Stage

Budget Update– Peach Creek

Peach Creek Elementary Project Budget

Description	Budget	Committed Cost	Forecast	Cost at Completion	Delta
Construction	$ 40,845,000	$ 36,187,601.00	$ 250,000	$ 36,437,601	$ (4,407,399)
Design Services	$ 2,428,165.00	$ 2,403,865.00	$ -	$ 2,403,865	$ (24,300)
Specialty Services	$ 536,490.00	$ 487,382.50	$ 25,000	$ 512,383	$ (24,108)
Furniture, Fixtures & Equipment	$ 1,600,000.00	$ 1,107,785.05	$ 250,000	$ 1,357,785	$ (242,215)
General Owner Expenses/Allowance	$ 2,581,010.00	$ 1,031,794.80	$ 500,000	$ 1,531,795	$ (1,049,215)
Land Acquisition & Development	$ 1,300,000.00	$ 960,000.00	$ -	$ 960,000	$ (340,000)
Total	**$ 49,290,665**	**$ 42,178,428**	**$ 1,025,000**	**$ 43,203,428**	**$ (6,087,237)**

Committed to Date 86%

Peach Creek Elementary Allowance Status

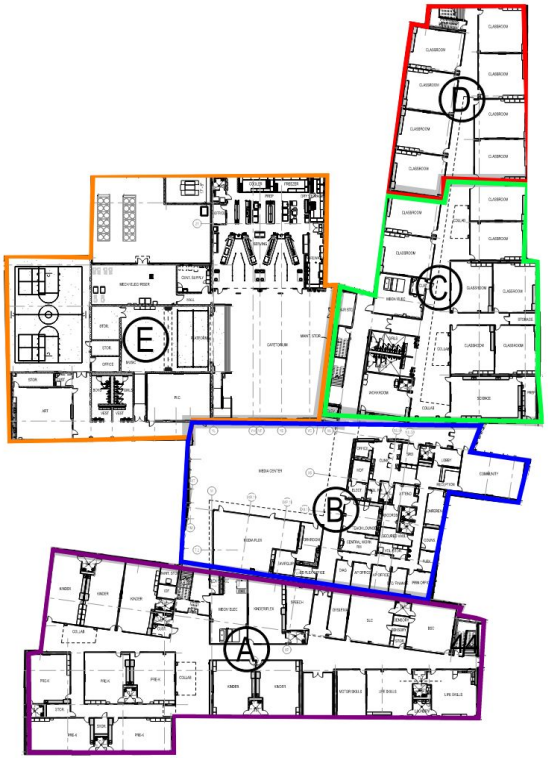
Description	Budget	Committed	Remaining	Remaining %
Project Sign	$1,500	$1,500	$0	0%
Utility Allowance	$67,000	$0	$67,000	100%
Owner Betterment Allowance	$2,567,611	$1,948,963	$618,648	24%
Total	**$2,636,111**	**$1,950,463**	**$685,648**	**26%**



Greenleaf Elementary School

Construction – Greenleaf

- Current Activities
  - Interior Framing
  - Exterior sheathing
  - Fireproofing
  - Plumbing rough-in
  - HVAC ductwork
  - Roofing install
- Upcoming Activities
  - Electrical rough-in
- Substantial Completion
  - November 28, 2025



Construction – Greenleaf



Front Entry



Exterior Waterproofing

Budget Update– Greenleaf

Greenleaf Elementary Project Budget

Description	Budget	Committed Cost	Forecast	Cost at Completion	Delta
Construction	$ 40,845,000.00	$ 36,379,239	$ 250,000	$ 36,629,239	$ (4,215,761)
Design Services	$ 2,121,828.00	$ 2,041,828	$ 50,000	$ 2,091,828	$ (30,001)
Specialty Services	$ 537,637.00	$ 691,211	$ 25,000	$ 716,211	$ 178,574
Furniture, Fixtures & Equipment	$ 1,600,000.00	$ 964,721	$ 250,000	$ 1,214,721	$ (385,279)
General Owner Expenses/Allowance	$ 2,579,863.00	$ 1,228,721	$ 1,000,000	$ 2,228,721	$ (351,142)
Land Acquisition & Development	$ 4,464,540.00	$ 2,172,056	$ 750,000	$ 2,922,056	$ (1,542,484)
Total	**$ 52,148,868**	**$ 43,477,776**	**$ 2,325,000**	**$ 45,802,776**	**$ (6,346,092)**

Committed to Date 83%

Greenleaf Elementary Allowance Status

Description	Budget	Committed	Remaining	Remaining %
Project Sign	$1,500	$0	$1,500	100%
Onsite Soil Haul off	$250,000	$239,656	$10,344	4%
Owner Betterment Allowance	$1,500,000	($94,998)	$1,594,998	106%
Total	**$1,751,500**	**$144,658**	**$1,606,842**	**92%**

Questions

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

SPLENDORA INDEPENDENT SCHOOL DISTRICT





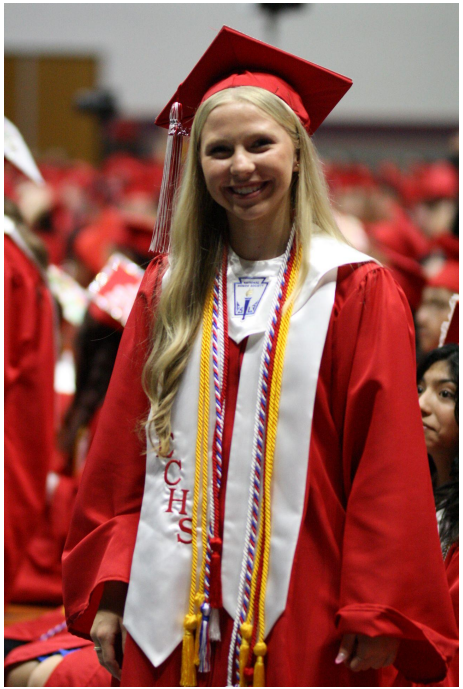
Elementary students went from procedural text writing, clap outs, and graduation to summer camps!







Secondary students enjoyed basketball games, won gold medals at UIL State Solo and Ensemble contest, and GRADUATED!







Superintendent Spotlight











SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
WORKSHOP MINUTES
May 5, 2025
5:30 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 5, 2025**, 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.

I. **Call to Order**: Meeting began at **5:30 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: Barry Welch

Absent: Kim Klepcyk, Dan Muirhead, and Brandon Fry
Barry Welch arrived at 5:35 PM

II. Board Protocol, Invocation, Pledge & Good Things

A. Board Leadership Guidelines & Code of Ethics
B. Invocation
C. U.S. & State of Texas Pledge of Allegiance
D. Good things

III. 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 Miranda McCulloch, Superintendent Secretary at 281-689-4441.

No one from the audience asked to address the board.

IV. Curriculum and Instruction

V. Budget Workshop

VI. Adjourn

Adjournment at **8:15 pm.**

_____ _____

President Secretary

DRAFT

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
May 13, 2025
11:00 AM

The Trustees of the Splendora Independent School District met at Splendora ISD Administration building, located at 23419 FM 2090, Splendora TX 77372, on **Tuesday, May 13, 2025**, 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.

I. Call to Order: Meeting began at 11:06 **AM. 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: Kim Klepcyk
Absent: Jason Sessum, Barry Welch, Dan Muirhead, Brandon Fry, Jennifer Stewart

II. Board Protocol, Invocation, Pledge & Good Things

A. Board Leadership Guidelines & Code of Ethics
B. Invocation
C. U.S. & State of Texas Pledge of Allegiance
D. Good Things

III. 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 Miranda McCulloch, Superintendent Secretary at 281-689-4441.

No audience participation

IV. Action and/or Discussion Items

A. Consider and adopt an Order Canvassing Returns and Declaring Results of Bond Election.

A motion was made by Allen Wells, seconded by Kim Klepcyk, to adopt the Order Canvassing Returns and Declaring Results of the Bond Election.

For: 2 Against: 0 Motion: Passes

V. Adjourn

Adjournment at **11:07 am.**

_____ _____

President Secretary

Draft

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
May 19, 2025
6:00 PM

The Trustees of the Splendora Independent School District met in the Boardroom at Splendora Independent School District Administration building, located at 23419 FM 2090, Splendora, TX 77372, on Monday, May 19, 2025, 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.

I. Call to Order: Meeting began at 6 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. Dustin Bromley – Superintendent

Presiding: Allen Wells
Recording: Kim Klepcyk
Absent: Brandon Fry

II. 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 6:04 PM
RECONVENED FROM CLOSED SESSION AT 7:16 PM

A. Safety - Section 551.076
B. Personnel - Section 551.074
    1. Resignation(s)/Retirement(s)/New Hire(s)
C. Real Estate - Section 551.072
D. Consultations with Attorney - Section 551.071

III. Reconvene from Closed Session

IV. Board Protocol, Invocation, Pledge & Good Things

A. Board Leadership Guidelines & Code of Ethics
B. Invocation by Barry Welch
C. U.S. & State of Texas Pledge of Allegiance by students from Piney Woods
D. Good Things

V. Strategic Direction Review

VI. Board Recognitions

A. Fine Arts - Choir and Band
B. Exceptional Leaders 1 & 2
C. Track Regional Qualifiers

VII. Campus Spotlight - Piney Woods Elementary

VIII. 2022 Bond Updates - Update from Turner & Townsend

IX. Superintendent's Report

A. Month-At-A-Glance
B. Balanced Scorecard Board Presentation
    1. Strategic Priority 1 - Presentation by Carrie Reed on the 2025-2026 Student Interest Survey

X. **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 Miranda McCulloch, Superintendent Secretary, at 281-689-4441.

No one from the audience asked to address the board.

XI. Informational Items

A. Bond Financial Update - Presentation by Lucas Janda

XII. Administrative Presentations

A. Social Studies Curriculum Presentation - Presentation by Brittany Ricci
B. Fine Arts Update - Presentation Dr. Steven Moss and students
C. Mental Health Protocols - Presentation by Loydette Youngblood & Kathy White

D. Discuss School Calendar and Assessment Alignment - Presentation by Carrie Reed

XIII. Consent Agenda

A. Determine and Approve Any Consent Agenda Items
B. Approve Board Meeting Minutes
    1. April 28, 2025 Regular Meeting Minutes
C. Approve Financials, Tax Report, Investment Report, and Accounts Payable
D. Approve 2025-2026 Board Meeting Calendar
E. Approve Grant From the East Texas NRA Chapter for Equipment for AFJROTC
F. Approve Mentor Stipend Grant of $1,500 per Mentee
G. Approve Donation of $10,000 for AEDs and three CPR Anywhere Duffels valued at $2,175 from the American Heart Association
H. Approve Installation of Masonic Cornerstone on GLE Replacement Campus
I. Approve Bluebonnet Learning Math Spanish Pilot for Grades Kindergarten - Fifth
J. Approve the purchase of K-6th Grade Social Studies Curriculum Resources
K. Approve the Addition of a Bereavement Policy within the Current Employee Handbook
L. Approve Purchase of Centegix Safety Platform
M. Receive Enrollment Report

A motion was made by Jennifer Stewart, seconded by Dan Muirhead to approve the April 28, 2025, Regular Board Meeting Minutes, The Financials, Tax Report, Investment Report, and Accounts Payable in the amount of $14,717,000.41, the 2025-2026 Board Meeting Calendar, the grant from the East Texas NRA Chapter for equipment for AFJROTC, the mentor Stipend Grant of $1,500 per mentee, the donation of $10,000 for AEDs and three CPR Anywhere Duffels valued at $2,175 from the American Heart Association, the installation of Masonic Cornerstone on GLE replacement campus, Bluebonnet Learning Math Spanish Pilot for grades kindergarten - fifth, the purchase of K-6th Grade Social Studies Curriculum Resources, the addition of a bereavement policy within current employee handbook, and the purchase of Centegix Safety Platform.

Voting for: 6 Against: 0 Motion: Passes

XIV. Action and/or Discussion Items

A. Consider Approval of the Hiring of the Coordinator for Counseling and Wellness

A motion was made by Dan Muirhead, seconded by Allen Wells, to approve the hiring of Tamara Abke as the Coordinator for Counseling and Wellness

Voting for: 6 Against: 0 Motion: Passes

B. Consider Approval of the Hiring of the Executive Director of School Leadership

A motion was made by Jason Sessum, seconded by Barry Welch, to approve the Hiring of Dairus Cosby as the Executive Director of School Leadership

Voting for: 6 Against: 0 Motion: Passes

C. Consider Approval of Name for New 6th Grade Campus

A motion was made by Barry Welch, seconded by Dan Muirhead, to approve Coleman 6th Grade Campus as the name of the new 6th-grade campus

Voting for: 6 Against: 0 Motion: Passes

D. Consider Approval of TASB Energy Cooperative Interlocal Participation Agreement & Transportation Fuel Purchase Agreement

A motion was made by Kim Klepcyk, seconded by Jason Sessum, to approve the TASB Energy Cooperative Interlocal Participation Agreement & Transportation Fuel Purchase Agreement.

Voting for: 6 Against: 0 Motion: Passes

E. Consider Approval of the Assignment of Junior High School Number 2, Livestock Arena Facility, Splendora High School Auditorium, and Expansion Projects as it relates to the 2025 Bond to Huckabee Architects for Design Services.

A motion was made by Jennifer Stewart, seconded by Dan Muirhead, to approve the Assignment of Junior High School Number 2, Livestock Arena Facility, Splendora High School Auditorium, and Expansion Projects as it relates to the 2025 Bond to Huckabee Architects for Design Services.

Voting for: 6 Against: 0 Motion: Passes

F. Discuss R.B. Tullis Award Nominations

A motion was made by Jason Sessum, seconded by Allen Wells, to nominate Suzanne Soto for the R.B. Tullis Award.

Voting for: 6 Against: 0 Motion: Passes

G. Discuss TASB Advocacy Agenda

XV. Possible Action Arising from Closed Session

No action was taken

XVI. Possible Agenda Items for Next Meeting

A. R.B. Tullis Award Presentation
B. Employee Compensation Plan
C. Employee Stipends
D. Employer Contribution for Benefits
E. TASB Delegate and Alternate for TASB Convention
F. TASB Advocacy Resolutions
G. ESSA Application

XVII. Adjourn

Adjournment at 9:37 PM

_____ _____

President Secretary

DRAFT

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
May 28, 2025
3:00 PM

The Trustees of the Splendora Independent School District met at Splendora ISD Administration building, located at 23419 FM 2090, Splendora TX 77372, on **Wednesday, May 28, 2025**, 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.

I. Call to Order: Meeting began at 3:21 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: Kim Klepcyk
Absent: Brandon Fry
Jennifer Stewart arrived at 3:45 pm
Jason Sessum arrived at 4:15 pm

II. Board Protocol, Invocation, Pledge & Good Things

A. Board Leadership Guidelines & Code of Ethics
B. Invocation by Barry Welch
C. U.S. & State of Texas Pledge of Allegiance
D. Good Things

III. 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 Miranda McCulloch, Superintendent Secretary at 281-689-4441.

No audience participation

IV. Action and/or Discussion Items

A. Consider Approval to Hire the Director of Accountability and PEIMs.

A motion was made by Barry Welch, seconded by Dan Muirhead to approve the recommendation to hire Erin Bromley as the Director of Accountability & PEIMS.

For: 3 Against: 1 Motion: Passes

B. Authorize Superintendent to Hire Professional Staff During Summer Months

A motion was made by Barry Welch, seconded by Dan Muirhead, to authorize the Superintendent to hire administrative staff during the summer months through the first day of school, with ratification and reporting to the Board at the next regular meeting.

For: 4 Against: 0 Motion: passes

V. Workshop

A. Team of Eight and EISO Training

VI. Adjourn

Adjournment at **6:30 pm.**

_____ _____

President Secretary

Draft

Splendora ISD Investment Report
May-25

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	0.65%	Southside Bank	1,784,279.80	2,409,715.91	1,697.43	19,103.72	4,195,693.14	
	TexPool	4.31%	TexPool	10,287,204.95	(3,000,000.00)	29,154.74	305,967.46	7,316,359.69	
	Government Overnight Fund	4.30%	LoneStar Inv Pool	308,603.87	0.00	1,127.63	13,016.84	309,731.50	
	Texas CLASS Government	4.21%	Texas CLASS Pool	77,834.81	(0.00)	278.92	3,232.83	78,113.73	
									11,899,898.06
599	DEBT SERVICE								
	Money Market Account	1.41%	Southside Bank	4,836,363.15	47,816.07	5,775.19	49,815.63	4,889,954.41	
									4,889,954.41
699	CAPITAL PROJECTS								
	Checking Account	0.65%	Southside Bank	4,655,481.10	(4,196,294.58)	790.84	11,247.07	459,977.36	
	TexPool	4.31%	TexPool	1,210,727.58	(0.00)	4,429.57	51,241.23	1,215,157.15	
	Bond Trust Account	4.42%	Southside Trust	51,241,833.47	(10,325,000.00)	138,794.18	4,000,013.69	41,055,627.65	
	Bond Escrow Account	4.24%	Southside Trust	194,681.03	(35,880.00)	1,417.55	29,362.99	160,218.58	
									42,890,980.74
240	FOOD SERVICES								
	Checking Account	0.65%	Southside Bank	426,239.84	(118,221.78)	136.45	2,258.75	308,154.51	
	TexPool	4.31%	TexPool	1,212,531.00	(0.00)	4,436.14	52,079.69	1,216,967.14	
									1,525,121.65
			TOTALS	**76,235,780.60**	**(15,217,864.38)**	**188,038.64**	**4,537,339.90**	**61,205,954.86**	**61,205,954.86**

Signed:

Stacey Swanson, Accountant

Reese Briggs, COO

		EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
168 / 5	SKATING RINK	265,000.00	-21,375.99	-244,558.97	20,441.03	92.29%
169 / 5	ATHLETICS	85,000.00	-1,460.00	-78,310.41	6,689.59	92.13%
199 / 5	GENERAL FUND	59,200,000.00	-6,457,749.13	-49,714,373.03	9,485,626.97	83.98%
240 / 5	NATL SCHOOL LUNCH	3,600,000.00	-400,937.65	-3,543,599.80	56,400.20	98.43%
599 / 5	DEBT SERVICE	9,635,000.00	-74,490.81	-9,959,584.58	-324,584.58	103.37%
699 / 5	CAPITAL PROJECTS	.00	-5,160.41	-4,158,170.12	-4,158,170.12	.00%
	Total 5000 Revenues	**72,785,000.00**	**-6,961,173.99**	**-67,698,596.91**	**5,086,403.09**	**93.01%**
	Total 7000 Revenues	**.00**	**.00**	**.00**	**.00**	**.00%**
	Total Revenues	**72,785,000.00**	**-6,961,173.99**	**-67,698,596.91**	**5,086,403.09**	**93.01%**

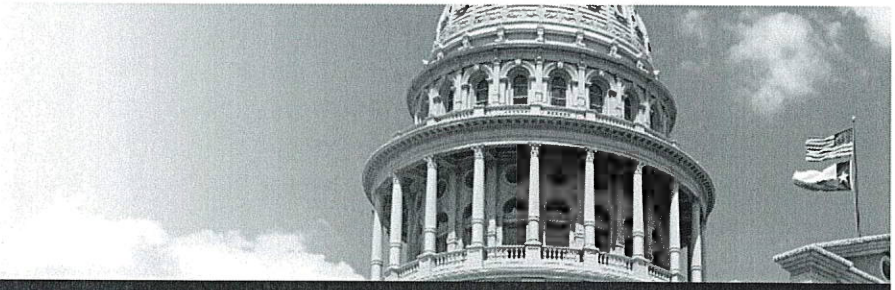
		Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
168 / 5	SKATING RINK	-293,000.00	8,834.64	250,999.19	17,458.82	-33,166.17	85.67%
169 / 5	ATHLETICS	-375,000.00	31,400.31	330,637.29	16,368.70	-12,962.40	88.17%
199 / 5	GENERAL FUND	-61,092,500.00	496,318.98	54,852,980.99	13,032,062.52	-5,743,200.03	89.79%
240 / 5	NATL SCHOOL LUNCH	-4,808,000.00	43,347.20	4,080,690.87	587,970.06	-683,961.93	84.87%
599 / 5	DEBT SERVICE	-10,102,000.00	.00	10,093,822.51	.00	-8,177.49	99.92%
699 / 5	CAPITAL PROJECTS	-175,425,919.11	55,236,434.43	86,401,859.98	11,963,084.92	-33,787,624.70	49.25%
	Total 6000 Expenditures	**-252,096,419.11**	**55,816,335.56**	**156,010,990.83**	**25,616,945.02**	**-40,269,092.72**	**61.89%**
	Total 8000 Expenditures	**.00**	**.00**	**.00**	**.00**	**.00**	**.00%**
	Total Expenditures	**-252,096,419.11**	**55,816,335.56**	**156,010,990.83**	**25,616,945.02**	**-40,269,092.72**	**61.89%**

End of Report

SPLENDORA ISD MC TAX COLLECTION
April-25

YEAR	M&O AMOUNT	I&S AMOUNT	LEVY PAID	P&I AMOUNT	ATTORNEY	TOTAL
2024	81,123.70	53,710.15	134,833.85	20,925.61	1,096.97	156,856.43
2023	(4,408.51)	(2,650.95)	(7,059.46)	5,192.81	5,492.35	3,625.70
2022	2,182.85	1,030.65	3,213.50	3,323.30	2,591.73	9,128.53
2021	2,828.63	1,311.35	4,139.98	1,888.44	1,156.76	7,185.18
2020	1,426.83	629.22	2,056.05	3,337.63	533.45	5,927.13
2019	1,041.61	419.23	1,460.84	859.76	435.39	2,755.99
2018	621.43	228.38	849.81	441.90	196.33	1,488.04
2017	441.22	162.14	603.36	285.29	114.69	1,003.34
2016	433.85	159.43	593.28	297.84	113.24	1,004.36
2015	40.49	5.03	45.52	55.99	20.30	121.81
2014	40.49	5.03	45.52	61.45	21.40	128.37
PRIOR	272.10	69.41	341.51	655.71	199.47	1,196.69
TOTAL	**$86,044.69**	**$55,079.07**	**$141,123.76**	**$37,325.73**	**$11,972.08**	**$190,421.57**

TEXPOOL
AN INVESTMENT SERVICE FOR PUBLIC FUNDS



Monthly Newsletter: June 2025

ANNOUNCEMENTS

June 2025

On **Thursday, June 19, 2025**, TexPool will be closed for business in observance of **Juneteenth National Independence Day**.

We welcome the following entities who joined TexPool in May 2025:

TexPool

Bosque County Clerk
LaSalle MUD 2
Hays County ESD 3
South Fork Ranch MUD
City of Creedmoor
Atlanta City Development Corporation
Texas Housing Foundation

TexPool *Prime*

Bosque County Clerk
LaSalle MUD 2
Socorro ISD
Hays County ESD 3
Tarrant County
South Fork Ranch MUD
City of Creedmoor
Atlanta City Development Corporation
Texas Housing Foundation

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
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: The Fed's own Independence Day

June 1, 2025

President Trump has tested the bulwark protecting the Federal Reserve from political interference and found it as sturdy as ever. His insults of Chair Powell are one thing, but claiming he had the authority to fire him is another. That stance threatened the Fed's independent stature and was serious enough to earn a slapdown by the bond market. No one bullies like bondholders.

But when the administration dismissed the leaders of two independent agencies, the National Labor Relations Board and the Merit Systems Protection Board, concern arose that Trump might try an end-around to replace the Federal Reserve Board of Governors, which, of course, includes Powell. Thankfully, the Supreme Court stepped in. While it affirmed that the White House could dismiss the directors in question, it proactively shut the door on any similar attempt with the central bank: "The Federal Reserve is a uniquely structured, quasi-private entity that follows in the distinct historical tradition of the First and Second Banks of the United States." That ruling came on May 22, though as far as the Fed is concerned, it might as well have happened on July 4.

The fact that the high court issued this carve-out without being specifically asked about it should convince Trump that he has no case. This doesn't mean he will stop. He recently met

(continued page 6)

Performance as of May 31, 2025

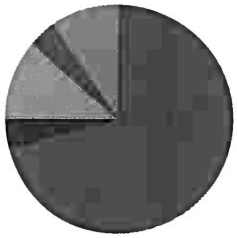
	TexPool	TexPool *Prime*
Current Invested Balance	$35,674,251,860	$15,281,229,484
Weighted Average Maturity**	42 Days	51 Days
Weighted Average Life**	103 Days	79 Days
Net Asset Value	0.99996	0.99989
Total Number of Participants	2,935	669
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$132,541,478.50	$57,560,109.56
Management Fee Collected	$1,325,980.46	$714,472.36
Current S&P Global Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$36,267,870,180	$15,295,157,713
Average Monthly Rate*	4.31%	4.43%
Average Weighted Average Maturity**	38	48
Average Weighted Average Life**	98	78

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

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Portfolio by Maturity (%)

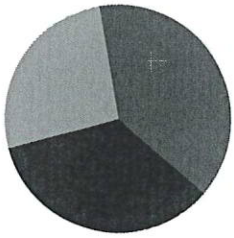
As of May 31, 2025



- 1-7 days **70.8**
- 8-30 days **4.2**
- 31-90 days **11.4**
- 91-180 days **4.1**
- 181+ days **9.6**

Portfolio by Type of Investment (%)

As of May 31, 2025



- Repurchase Agreements **36.2**
- Agencies **34.4**
- Treasurys **26.6**
- Money Market Funds **2.8**

Portfolio Asset Summary as of May 31, 2025

	Book Value	Market Value
Uninvested Balance	-$247.03	-$247.03
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	91,236,256.18	91,236,256.18
Interest and Management Fees Payable	-132,547,691.45	-132,547,691.45
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-43,376.31	-43,376.31
Repurchase Agreements	12,930,363,000.00	12,930,363,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	12,272,731,261.76	12,271,266,922.01
US Treasury Bills	7,949,521,179.46	7,949,713,719.98
US Treasury Notes	1,545,946,981.20	1,546,486,526.27
Total	**$35,674,292,563.81**	**$35,673,560,309.65**

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	637	$10,087,181,112.33
Higher Education	60	$1,488,272,711.54
County	204	$3,948,367,825.24
Healthcare	96	$2,154,903,250.13
Utility District	949	$6,012,054,707.35
City	522	$9,155,773,008.63
Emergency Districts	116	$554,796,700.00
Economic Development Districts	95	$212,931,702.65
Transit/Toll Authorities	15	$747,396,351.19
River/Port Authorities	18	$372,307,053.11
Other	223	$940,878,069.04

****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 the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value 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.

TEXPOOL

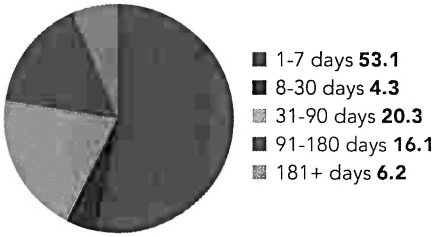
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
5/1	4.3531%	0.000119264	$36,795,173,410.51	1.00001	35	98
5/2	4.3439%	0.000119012	$36,726,996,528.23	0.99998	36	100
5/3	4.3439%	0.000119012	$36,726,996,528.23	0.99998	36	100
5/4	4.3439%	0.000119012	$36,726,996,528.23	0.99998	36	100
5/5	4.3290%	0.000118603	$36,604,252,310.81	0.99999	33	97
5/6	4.3197%	0.000118348	$36,603,432,251.21	1.00000	33	96
5/7	4.3107%	0.000118100	$36,548,784,166.49	0.99999	34	97
5/8	4.3010%	0.000117835	$36,471,192,740.60	0.99998	34	97
5/9	4.2952%	0.000117678	$36,665,080,556.43	0.99997	34	96
5/10	4.2952%	0.000117678	$36,665,080,556.43	0.99997	34	96
5/11	4.2952%	0.000117678	$36,665,080,556.43	0.99997	34	96
5/12	4.2920%	0.000117590	$36,544,816,772.66	0.99996	31	93
5/13	4.3008%	0.000117831	$36,459,207,994.36	0.99996	35	95
5/14	4.3063%	0.000117982	$36,302,615,562.18	0.99995	35	95
5/15	4.3024%	0.000117874	$36,452,446,339.04	0.99997	36	96
5/16	4.3063%	0.000117980	$36,252,037,152.13	0.99994	39	98
5/17	4.3063%	0.000117980	$36,252,037,152.13	0.99994	39	98
5/18	4.3063%	0.000117980	$36,252,037,152.13	0.99994	39	98
5/19	4.3006%	0.000117826	$36,115,089,374.56	0.99995	36	95
5/20	4.2953%	0.000117679	$36,142,066,225.45	0.99995	37	95
5/21	4.2857%	0.000117417	$36,054,838,032.25	0.99994	37	95
5/22	4.2822%	0.000117321	$35,923,583,063.17	0.99994	41	98
5/23	4.2838%	0.000117365	$35,961,882,435.11	0.99991	42	99
5/24	4.2838%	0.000117365	$35,961,882,435.11	0.99991	42	99
5/25	4.2838%	0.000117365	$35,961,882,435.11	0.99991	42	99
5/26	4.2838%	0.000117365	$35,961,882,435.11	0.99991	42	99
5/27	4.2939%	0.000117641	$35,758,046,575.68	0.99993	41	98
5/28	4.3136%	0.000118182	$35,696,050,352.16	0.99992	41	102
5/29	4.3228%	0.000118434	$35,704,004,241.10	0.99994	41	103
5/30	4.3284%	0.000118586	$35,674,251,859.72	0.99996	42	103
5/31	4.3284%	0.000118586	$35,674,251,859.72	0.99996	42	103
Averages:	**4.3077%**	**0.000118018**	**$36,267,870,180.08**	**0.99996**	**38**	**98**

TexPool *Prime*

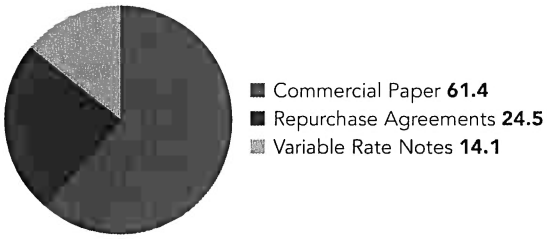
Portfolio by Maturity (%)

As of May 31, 2025



Portfolio by Type of Investment (%)

As of May 31, 2025



Portfolio Asset Summary as of May 31, 2025

	Book Value	Market Value
Uninvested Balance	$1,332.56	$1,332.56
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	14,496,944.94	14,496,944.94
Interest and Management Fees Payable	-57,560,100.71	-57,560,100.71
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-46,053.02	-46,053.02
Repurchase Agreements	3,752,940,000.00	3,752,940,000.00
Commercial Paper	10,576,397,360.00	10,574,466,133.86
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	995,000,000.00	995,415,143.50
Total	**$15,281,229,483.77**	**$15,279,713,401.13**

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	174	$5,082,625,587.04
Higher Education	20	$1,010,672,239.87
County	59	$1,344,957,605.83
Healthcare	25	$498,734,408.70
Utility District	89	$616,245,052.61
City	135	$2,679,102,790.13
Emergency Districts	39	$263,676,214.12
Economic Development Districts	25	$57,862,212.61
Transit/Toll Authorities	10	$1,310,421,219.59
River/Port Authorities	8	$757,745,534.02
Other	85	$1,659,305,573.32

TexPool *Prime*

Daily Summary

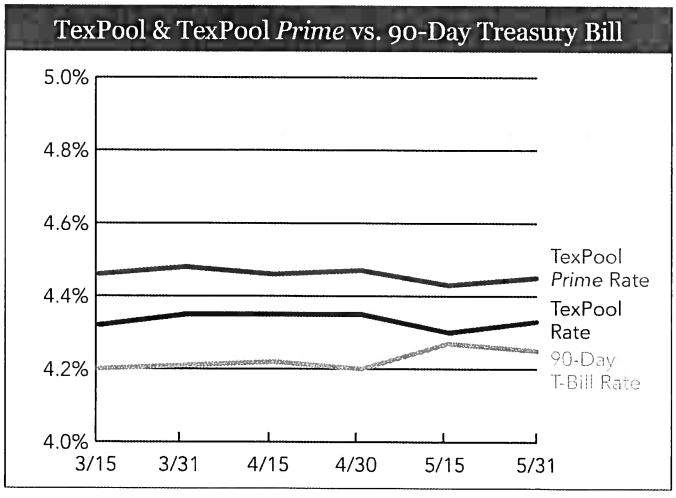
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
5/1	4.4505%	0.000121932	$15,483,328,900.60	1.00003	45	76
5/2	4.4484%	0.000121875	$15,417,132,664.63	0.99984	47	77
5/3	4.4484%	0.000121875	$15,417,132,664.63	0.99984	47	77
5/4	4.4484%	0.000121875	$15,417,132,664.63	0.99984	47	77
5/5	4.4396%	0.000121634	$15,457,603,614.17	0.99996	44	74
5/6	4.4362%	0.000121540	$15,426,429,392.50	0.99997	44	75
5/7	4.4315%	0.000121412	$15,402,971,219.61	0.99997	44	74
5/8	4.4266%	0.000121278	$15,401,253,589.48	0.99996	44	74
5/9	4.4220%	0.000121151	$15,416,134,696.64	0.99980	44	74
5/10	4.4220%	0.000121151	$15,416,134,696.64	0.99980	44	74
5/11	4.4220%	0.000121151	$15,416,134,696.64	0.99980	44	74
5/12	4.4208%	0.000121119	$15,430,833,920.34	0.99993	44	74
5/13	4.4287%	0.000121334	$15,376,402,525.76	0.99993	48	78
5/14	4.4292%	0.000121347	$15,391,792,771.88	0.99993	49	79
5/15	4.4349%	0.000121504	$15,110,932,498.60	0.99994	51	82
5/16	4.4345%	0.000121493	$15,094,337,041.92	0.99981	51	81
5/17	4.4345%	0.000121493	$15,094,337,041.92	0.99981	51	81
5/18	4.4345%	0.000121493	$15,094,337,041.92	0.99981	51	81
5/19	4.4261%	0.000121262	$15,081,286,925.36	0.99996	49	79
5/20	4.4234%	0.000121188	$14,982,402,453.47	0.99997	50	80
5/21	4.4175%	0.000121027	$15,134,393,497.58	0.99996	49	78
5/22	4.4143%	0.000120941	$15,290,074,788.18	0.99997	49	78
5/23	4.4173%	0.000121022	$15,221,188,322.28	0.99973	51	79
5/24	4.4173%	0.000121022	$15,221,188,322.28	0.99973	51	79
5/25	4.4173%	0.000121022	$15,221,188,322.28	0.99973	51	79
5/26	4.4173%	0.000121022	$15,221,188,322.28	0.99973	51	79
5/27	4.4284%	0.000121327	$15,279,378,969.20	0.99995	51	79
5/28	4.4364%	0.000121545	$15,365,960,602.50	0.99996	51	79
5/29	4.4415%	0.000121684	$15,304,817,973.57	0.99994	51	79
5/30	4.4456%	0.000121798	$15,281,229,483.77	0.99989	51	79
5/31	4.4456%	0.000121798	$15,281,229,483.77	0.99989	51	79
Averages:	**4.4310%**	**0.000121397**	**$15,295,157,713.19**	**0.99988**	**48**	**78**

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

with Powell at the White House to say the chair is, "making a mistake by not lowering interest rates," according to the president's spokesperson. The June 18 Federal Open Market Committee (FOMC) meeting is all but certain to result in no rate change. It is equally clear that Trump will continue to criticize Powell.

An updated Summary of Economic Projections is always notable, and the FOMC will release one at the meeting, but it might not hold as much insight as usual. So long as the fog that is the administration's fiscal and trade policy obscures the state of the economy, Fed voters are likely to reiterate their "wait-and-see" position.

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.28%, 4.34%, 4.31% and 4.10%, 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.

An investment in money market funds is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although some money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in these funds.

Lone★Star™
Investment Pool

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

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Fund Performance Update

April 30, 2025

Comments by Mellon, Investment Manager

Widespread tariffs continued to be the focus of the financial markets. On April 2, the Trump administration announced a 10% tariff on all countries (in effect April 5) and individualized reciprocal tariffs (in effect April 9), with some exemptions. A 25% tariff on all foreign auto and auto parts took effect earlier. A week later, the administration announced a 90-day pause on country-specific reciprocal tariffs but all prior tariffs, and the global baseline of 10% remained in place. The notable exception was China. After rounds of retaliation, the White House has announced that tariffs on China would be at least 145%. Yields on the front-end of the yield curve fell 28 basis points (bps) as the long end was higher by 11 bps. After falling sharply in March, the US equity markets were mixed in April as the Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes returned -3.1%, -0.7% and +1.6%, respectively. There was no Federal Open Market Committee (FOMC) meeting in April. Chair Powell at the Economic Club of Chicago stated tariff increases announced by the Trump administration were larger than expected and are likely to slow growth and raise inflation. In what was seen as a hawkish message by the market, he also noted "Keeping in mind that without price stability we cannot achieve the long periods of strong labor market conditions that benefit all Americans." At the end of April, the fed funds futures market was pricing in 100 bps worth of cuts by the end of 2025.

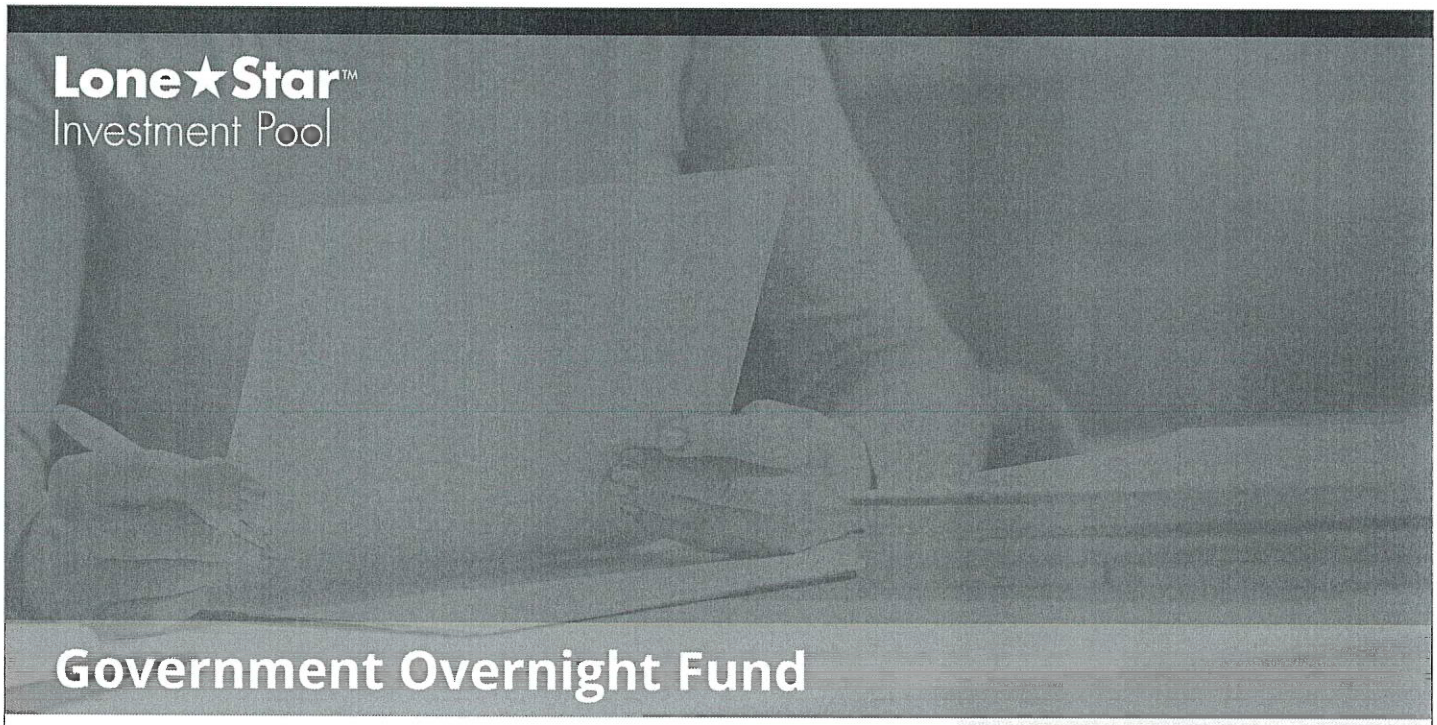
Active Participants This Month

Schools and Colleges	600
Other Governmental Entities	94
Total	*694*

Lone Star Monthly Performance Update

The Lone Star Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges, 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.

First Public is a registered broker dealer with the Securities and Exchange Commission, the Financial Industry Regulatory Authority, and the Municipal Securities Rulemaking Board. First Public is not acting as a municipal advisor and is not providing advice or recommending any action to any municipal entity (including governmental entities under Section 15B of the U.S. Securities Exchange Act) or any of such entity's obligated persons. First Public does not assume or owe any fiduciary duty under Section 15B of the U.S. Securities Exchange Act with respect to the information contained herein. Please consult your professional and legal advisors and fiduciaries before acting on any of this information.



Government Overnight Fund

Return Information

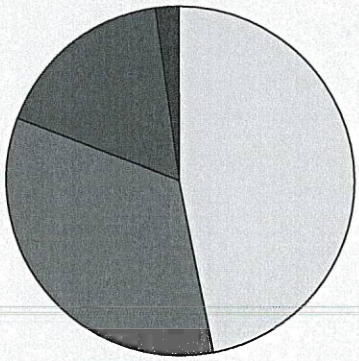
April 30, 2025

Average Monthly Return (a)	4.33%
SEC 7-day Fund Yield (b)	4.32%
Weighted Average Maturity One (c)	27 days
Weighted Average Maturity Two (c)	100 days
Portfolio Maturing beyond One Year	7%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	3,457,737,140.34	3,457,737,140.34
US Treasuries	1,278,804,694.98	1,279,293,797.38
Agencies	2,469,282,747.23	2,469,547,981.25
Money Market Funds	149,567,871.42	149,567,871.42
Total Assets	*7,355,392,453.97*	*7,356,146,790.39*

Investment Distribution



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

Lone★Star™
Investment Pool

Corporate Overnight Fund

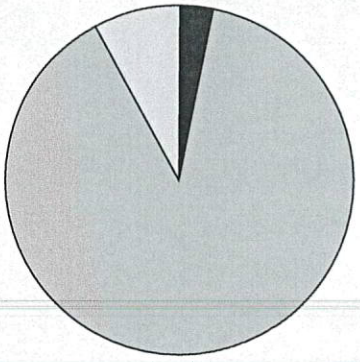
Return Information
April 30, 2025

Average Monthly Return (a)	4.43%
SEC 7-day Fund Yield (b)	4.43%
Weighted Average Maturity One (c)	40 days
Weighted Average Maturity Two (c)	63 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	352,214,569.86	352,214,569.86
US Treasuries	-	-
Agencies	-	-
Commercial Paper	3,752,077,031.16	3,751,761,232.26
Money Market Funds	112,942,339.82	112,942,339.82
Total Assets	*4,217,233,940.84*	*4,216,918,141.94*

Investment Distribution



Commercial Paper	89%
Cash/Repo	8%
Money Market	3%

(b) SEC 7-Day Yield Calculation

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

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



Corporate Overnight Plus Fund

Return Information

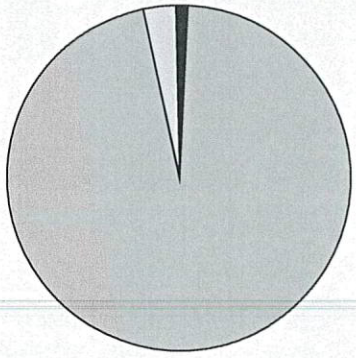
April 30, 2025

Average Monthly Return (a)	4.47%
SEC 7-day Fund Yield (b)	4.46%
Weighted Average Maturity One (c)	47 days
Weighted Average Maturity Two (c)	75 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	367,806,731.96	367,806,731.96
US Treasuries	-	-
Agencies	-	-
Commercial Paper	12,218,249,776.64	12,217,487,889.56
Money Market Funds	186,630,324.06	186,630,324.06
Total Assets	*12,772,686,832.66*	*12,771,924,945.58*

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, 2025

ACCOUNTS PAYABLE	
Skating Rink	3,217.36
Athletics	8,931.97
General Fund	680,686.26
Food Service	306,754.97
Bond Fund	11,911,708.12
Payroll Clearing	138,399.83
TOTAL ACCOUNTS PAYABLE*	**$ 13,049,698.51**
PAYROLL	
Skating Rink	12,888.64
General Fund	3,939,405.80
Food Service	108,485.07
Grants	207,248.79
TOTAL PAYROLL	**$ 4,268,028.30**
WIRE TRANSFERS	
Bond Payments to Computershare	-
Bond Payments to Bank of NY Mellon	-
Other Wires (land purchases)	-
TOTAL OUTGOING WIRES	**$ -**
TOTAL DISBURSEMENTS	**$ 17,317,726.81**

*See attached Check Register

Signed:

Stacey Swanson, Accountant

Reese Briggs, COO

Check Nbr	Check Date	Payee	Organization	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount
					Totals for Fund 168 / 5	3,217.36
					Totals for Fund 169 / 5	8,931.97
					Totals for Fund 199 / 5	634,972.03
					Totals for Fund 211 / 5	28,910.00
					Totals for Fund 224 / 5	3,962.00
					Totals for Fund 240 / 5	306,754.97
					Totals for Fund 255 / 5	318.96
					Totals for Fund 263 / 5	8,530.43
					Totals for Fund 429 / 5	3,992.84
					Totals for Fund 699 / 5	11,911,708.12
					Totals for Fund 863 / 5	138,399.83
					Totals For Checks	13,049,698.51

Estimated Number Of Unpaid Checks To Print:

End of Report

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
009148	05-08-2025	GOLF CLUB @ MARGARI	006489	BOYS	169-36-6499.25-001-591000	VOID - DID NOT ATTEND	-40.00	N
009184	05-08-2025	REGION 3 5A GOLF CHA	006487	04/17-18 BOYS	169-36-6499.25-001-591000	VOID - DID NOT ATTEND	-100.00	N
009263	05-21-2025	MERGE LABS,INC.	252014	SISD0425-01	199-12-6669.00-041-599000	VOID AND REISSUE CHECK NOT	-1,649.00	N
009421	05-08-2025	A TO Z SPECIALTIES	252072	33563	199-11-6399.00-999-525000	EOY LPAC PD	275.00	N
			252202	33532	199-41-6399.00-701-599000	DISTRICT SUPPLIES	452.67	N
			252220	33564	199-41-6399.00-750-599041	END OF YEAR PLAQUES	3,034.10	N
			252220	33670	199-41-6399.00-750-599041	END OF YEAR PLAQUES	61.20	N
						Totals for Check 009421	**3,822.97**	
009422	05-08-2025	A TO Z SPECIALTIES	251973	33666	199-36-6399.35-001-599000	K MERTENS - ROTC	1,265.00	N
009423	05-08-2025	AMERICAN INDUSTRIAL	250176	42397	199-11-6269.61-001-522000	WELDING BOTTLE RENTAL	246.50	N
009424	05-08-2025	ANTHONY JACKSON	252207	20250422	199-11-6299.29-001-511000	CONSULTING	510.00	N
009425	05-08-2025	AT&T	250047	28168993315129	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	317.53	N
			250047	28168936436818	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	58.12	N
			250047	28168905120518	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	57.60	N
			250047	28139951804958	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	112.60	N
			250047	28168920980227	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	172.47	N
			250047	28168963113892	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	108.14	N
			250047	28168936936080	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	64.78	N
			250047	28168932136818	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	58.20	N
			250047	28168979759266	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	162.21	N
			250047	28168993305872	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	68.82	N
			250047	28168978266081	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	64.78	N
			250047	28168974305560	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	108.14	N
			250047	28168971282960	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	64.78	N
			250047	28168951983892	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	108.14	N
			250047	28168993920142	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	68.33	N
			250047	28168959656359	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	77.89	N
						Totals for Check 009425	**1,672.53**	
009426	05-08-2025	BALFOUR COMPANY - B	252066	2025	169-36-6399.06-001-591000	HONOR CORDS	460.00	N
009427	05-08-2025	BEACON EQUIPMENT S	251807	57573/Z	199-11-6399.00-001-522000	PAINT BOOTH SERVICE	2,749.34	N
			251807	57867/Z	199-11-6399.00-001-522000	PAINT BOOTH SERVICE	1,075.62	N
			251960	57683/Z	199-11-6399.00-001-522000	PAINT BOOTH REPAIR	70.00	N
						Totals for Check 009427	**3,894.96**	
009428	05-08-2025	BILINGUAL PLANET	252169	5044	199-11-6397.00-999-525000	EB Licenses for Dual Schools	400.00	N
009429	05-08-2025	BIO CORPORATION	252135	7382	199-11-6399.59-001-511000	BIOLOGY CLASSROOM SAMPLES	1,456.41	N
009430	05-08-2025	BLICK ART MATERIALS	251994	5276589	199-11-6399.45-104-511000	ART SUPPLIES - R. ROSE	596.85	N
			251994	5322316	199-11-6399.45-104-511000	ART SUPPLIES - R. ROSE	11.43	N
						Totals for Check 009430	**608.28**	
009431	05-08-2025	BSN SPORTS, LLC	252111	929668769	169-36-6399.00-001-591000	GYM CHAIR RUGS	3,540.00	N
			251781	929669584	169-36-6399.01-041-591000	JH GIRLS EQUIPMENT	600.00	N
			251751	929866676	169-36-6399.14-001-591000	COACHES GEAR	100.00	N
						Totals for Check 009431	**4,240.00**	

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
009432	05-08-2025	CALESTA HOUSE	006564	04/21-25	199-41-6411.00-750-599000	ACET CONF TRAVEL	176.00	N
009433	05-08-2025	CAMILLE BURT,LLC	252209	APRIL 2025	199-11-6299.00-001-511000	ALG 1 ASSISTANCE	400.00	N
009434	05-08-2025	CARRIE REED	006562	04/29-30	199-21-6411.00-999-599043	TPAC TRAVEL	64.00	N
009435	05-08-2025	CENTERPOINT ENERGY	250052	2624185-1	199-51-6259.73-999-599000	DISTRICT GAS UTILITY	74.20	N
009436	05-08-2025	CHALK'S TRUCK PARTS	252221	406744/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	189.74	N
			252221	411800/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	181.93	N
						Totals for Check 009436	**371.67**	
009437	05-08-2025	CHARLIE'S PLUMBING, I	252044	0000156175	199-51-6249.00-999-599000	JH BOILER SERVICE	983.51	N
009438	05-08-2025	CITY OF SPLENDORA	250043	07-4143-01	168-51-6259.70-999-599000	SKATING RINK WATER UTILITY	109.02	N
			250045	07-4145-01	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	242.01	N
			250045	04-4241-01	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	2,463.58	N
			250045	07-4148-01	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	186.44	N
			250045	07-4146-01	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	225.50	N
						Totals for Check 009438	**3,226.55**	
009439	05-08-2025	COCA-COLA	251678	46544379007	168-61-6399.00-999-599000	SYRUP FOR CONCESSION1	813.75	N
009440	05-08-2025	COMMERCIAL KITCHEN	006556	0736191-IN	240-35-6249.00-041-599000	DRAIN VALVE	891.82	N
009441	05-08-2025	CONROE WELDING SUP	250263	PS543874	168-61-6399.00-999-599000	HELIUM FOR PARTIES	403.09	N
			250263	R04252345	168-61-6399.00-999-599000	HELIUM FOR PARTIES	17.00	N
			250080	R 04252346	199-34-6299.00-999-599000	Lease of Tank	17.00	N
						Totals for Check 009441	**437.09**	
009442	05-08-2025	CUSTOM BUILT AWARD	251519	43227	169-36-6399.06-001-591000	F/JV TRACK AWARDS	517.57	N
			252118	43213	199-52-6399.00-999-599000	PD PERPETUAL PLATE	5.00	N
						Totals for Check 009442	**522.57**	
009443	05-08-2025	DBR ENGINEERING CON	002062	99387	699-81-6629.00-999-599073	IECC COMMISSIONING FOR NEW	2,950.50	N
009444	05-08-2025	DEANA EUBANKS	006563	04182025	169-36-6411.00-001-591000	REGIONAL TRACK MEET TRAVEL	84.15	N
009445	05-08-2025	DEMCO	251964	7632079	199-12-6399.00-001-599000	Supplies for SHS library	910.63	N
			251964	7632079	199-12-6399.00-041-599000	Supplies for SHS library	39.41	N
			251964	7632079	199-12-6399.00-105-599000	Supplies for SHS library	293.12	N
			251964	7632079	199-12-6399.00-999-599000	Supplies for SHS library	58.26	N
						Totals for Check 009445	**1,301.42**	
009446	05-08-2025	DUSTIN BROMLEY	006565	04/28-30	199-41-6411.00-701-599000	TPAC CONF TRAVEL	328.28	N
009447	05-08-2025	EAST MONGOMERY CO.	250051	30550092003510	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	619.77	N
			250051	30550092003520	199-51-6259.70-999-599000	DISTRICT WATER UTILITY	31.16	N
						Totals for Check 009447	**650.93**	
009448	05-08-2025	ELLIOTT ELECTRIC SUP	251820	69-92804-01	199-51-6319.00-999-599000	DISTRICT LIGHITING	138.97	N
			251820	69-93053-01	199-51-6319.00-999-599000	DISTRICT LIGHITING	318.23	N
			251820	69-93053-02	199-51-6319.00-999-599000	DISTRICT LIGHITING	196.04	N
						Totals for Check 009448	**653.24**	
009449	05-08-2025	ENGINEERED AIR BALA	250242	H-71466	699-81-6629.00-999-599071	TAB OF THE HVAC FOR PCE	4,050.00	N

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009450	05-08-2025	ENTERGY	250049	150006939471	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	10,317.05	N
009451	05-08-2025	FLINN SCIENTIFIC, INC	252053	3127544	199-11-6399.59-001-511000	M DEAN - SCIENCE	303.97	N
			252112	3129499	199-11-6399.59-001-511000	M DEAN - SCIENCE	162.53	N
						Totals for Check 009451	**466.50**	
009452	05-08-2025	FRONTLINE TECHNOLO	250233	INVESP21985	199-11-6299.00-999-523000	MEDICAID RECOVERY SERVICES	1,200.59	N
009453	05-08-2025	G & G'S CATERING AND	252103	1449	199-11-6497.00-104-511000	Teacher Appreciation Lunches	572.88	N
009454	05-08-2025	GOOD PROMOTIONS	250258	34277	199-51-6319.00-999-599000	MAINTENANCE UNIFORMS	642.00	N
009455	05-08-2025	GOWAN INC.	251993	910043720	199-51-6248.77-999-599000	HVAC REPAIR @GLE	12,175.00	N
009456	05-08-2025	GREATER EMC CHAMBE	252009	102071	199-41-6411.00-750-599042	CHAMBER LUNCHEON JOHNSON	35.00	N
009457	05-08-2025	GRINGO'S MEXICAN KIT	251737	PO251737	240-35-6497.00-999-599000	END OF YEAR AWARDS CEREMO	2,153.98	N
009458	05-08-2025	GTS TECHNOLOGY SOL	251999	INV85369	699-81-6629.00-999-599073	NEW SJH SCREEN BEAM	489.54	N
009459	05-08-2025	GTT GENERAL CONTRA	002161	APP.10	699-81-6629.00-999-599074	CSP, COST OF CONSTRUCT HS A	465,222.40	N
009460	05-08-2025	HARDIES	006558	06446747	240-35-6341.00-001-599000	PRODUCE DELIVERED	562.92	N
			006558	06446747	240-35-6341.00-001-599021	PRODUCE DELIVERED	128.30	N
			006558	06446748	240-35-6341.00-041-599000	PRODUCE DELIVERED	824.46	N
			006558	06446748	240-35-6341.00-041-599021	PRODUCE DELIVERED	318.00	N
			006558	06446744	240-35-6341.00-101-599000	PRODUCE DELIVERED	1,047.21	N
			006558	06446744	240-35-6341.00-101-599021	PRODUCE DELIVERED	343.00	N
			006558	06446743	240-35-6341.00-102-599000	PRODUCE DELIVERED	602.24	N
			006558	06469397	240-35-6341.00-102-599000	PRODUCE DELIVERED	33.00	N
			006558	06446743	240-35-6341.00-102-599021	PRODUCE DELIVERED	192.20	N
			006558	06469397	240-35-6341.00-102-599021	PRODUCE DELIVERED	33.00	N
			006558	06446746	240-35-6341.00-104-599000	PRODUCE DELIVERED	678.58	N
			006558	06446746	240-35-6341.00-104-599021	PRODUCE DELIVERED	174.00	N
			006558	06446749	240-35-6341.00-105-599000	PRODUCE DELIVERED	750.68	N
			006558	06469376	240-35-6341.00-105-599000	PRODUCE DELIVERED	132.00	N
			006558	06446749	240-35-6341.00-105-599021	PRODUCE DELIVERED	722.60	N
			006558	06469376	240-35-6341.00-105-599021	PRODUCE DELIVERED	66.00	N
						Totals for Check 009460	**6,608.19**	
009461	05-08-2025	H-E-B	006560	STATEMENT#48	199-11-6499.99-999-511000	ATHLETICS ACTIVITY	219.90	N
			006560	STATEMENT#48	199-11-6499.99-999-511000	ATHLETICS ACTIVITY	127.03	N
			252140	STATEMENT#48	199-23-6399.00-104-599000	VOLUNTEER OF THE YEAR FLOW	57.04	N
			252162	STATEMENT#48	199-36-6299.86-001-591000	AREA TRACK MEET	112.79	N
			252035	STATEMENT#48	199-36-6412.00-104-599000	FIELD DAY POPSICLES	94.28	N
						Totals for Check 009461	**611.04**	
009462	05-08-2025	HIGH POINT	252164	209076-2	199-51-6249.00-999-599078	EQUIPMENT PARTS	252.00	N
			252157	209598	199-51-6399.00-999-599078	TOILET TISSUE SOAP HAND TOW	3,833.80	N
			252174	209598	199-51-6399.00-999-599078	TOILET TISSUE SOAP HAND TOW	4,528.25	N
			251782	209599	199-51-6399.02-999-599078	CHEMICALS, TRASH LINERS ETC	745.68	N
			252165	209599	199-51-6399.02-999-599078	Liners, Chemicals etc.	1,736.92	N
			252116	209546	699-81-6629.00-999-599073	DISPENSERS , FLOOR PROTECT	4,154.20	N
						Totals for Check 009462	**15,250.85**	

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009463	05-08-2025	HILAND DAIRY FOODS C	006559	0428259020851	240-35-6341.00-001-599000	MILK DELIVERED	328.92	N
			006559	0430259024148	240-35-6341.00-001-599000	MILK DELIVERED	315.68	N
			006559	0502259027158	240-35-6341.00-001-599000	MILK DELIVERED	226.90	N
			006559	0428259020851	240-35-6341.00-001-599021	MILK DELIVERED	164.33	N
			006559	0430259024148	240-35-6341.00-001-599021	MILK DELIVERED	157.84	N
			006559	0502259027158	240-35-6341.00-001-599021	MILK DELIVERED	226.89	N
			006559	0428259020850	240-35-6341.00-041-599000	MILK DELIVERED	249.92	N
			006559	0430259024147	240-35-6341.00-041-599000	MILK DELIVERED	249.90	N
			006559	0502259027157	240-35-6341.00-041-599000	MILK DELIVERED	197.30	N
			006559	0428259020850	240-35-6341.00-041-599021	MILK DELIVERED	124.95	N
			006559	0430259024147	240-35-6341.00-041-599021	MILK DELIVERED	124.97	N
			006559	0502259027157	240-35-6341.00-041-599021	MILK DELIVERED	98.65	N
			006559	0428259020853	240-35-6341.00-101-599000	MILK DELIVERED	328.84	N
			006559	0430259024150	240-35-6341.00-101-599000	MILK DELIVERED	341.99	N
			006559	0502259027160	240-35-6341.00-101-599000	MILK DELIVERED	184.15	N
			006559	0428259020853	240-35-6341.00-101-599021	MILK DELIVERED	164.41	N
			006559	0430259024150	240-35-6341.00-101-599021	MILK DELIVERED	170.99	N
			006559	0502259027160	240-35-6341.00-101-599021	MILK DELIVERED	92.07	N
			006559	0428259020852	240-35-6341.00-102-599000	MILK DELIVERED	256.49	N
			006559	0430259024149	240-35-6341.00-102-599000	MILK DELIVERED	276.22	N
			006559	0502259027159	240-35-6341.00-102-599000	MILK DELIVERED	207.17	N
			006559	0428259020852	240-35-6341.00-102-599021	MILK DELIVERED	256.49	N
			006559	0430259024149	240-35-6341.00-102-599021	MILK DELIVERED	276.22	N
			006559	0502259027159	240-35-6341.00-102-599021	MILK DELIVERED	207.16	N
			006559	0428259020849	240-35-6341.00-104-599000	MILK DELIVERED	500.00	N
			006559	0430259024146	240-35-6341.00-104-599000	MILK DELIVERED	700.00	N
			006559	0428259020849	240-35-6341.00-104-599021	MILK DELIVERED	269.47	N
			006559	0430259024146	240-35-6341.00-104-599021	MILK DELIVERED	266.77	N
			006559	0428259020848	240-35-6341.00-105-599000	MILK DELIVERED	492.70	N
			006559	0430259024145	240-35-6341.00-105-599000	MILK DELIVERED	480.07	N
			006559	0502259027156	240-35-6341.00-105-599000	MILK DELIVERED	240.04	N
			006559	0428259020848	240-35-6341.00-105-599021	MILK DELIVERED	246.35	N
			006559	0430259024145	240-35-6341.00-105-599021	MILK DELIVERED	240.03	N
			006559	0502259027156	240-35-6341.00-105-599021	MILK DELIVERED	120.01	N
						Totals for Check 009463	**8,783.89**	
009464	05-08-2025	HOUSTON CHRONICLE	252172	810063756	199-41-6439.00-702-599000	NEWSPAPER PUBLICATION	3,018.12	N
			252172	810063757	199-41-6439.00-702-599000	NEWSPAPER PUBLICATION	3,018.12	N
						Totals for Check 009464	**6,036.24**	
009465	05-08-2025	J5 TRACTORS INC.	252226	3W112354	199-51-6249.00-999-599000	TRACTOR REPAIR	1,986.48	N
009466	05-08-2025	JAZMINE HERNANDEZ	006569	TUITION REIMB	199-41-6299.41-750-599041	TUITION REIMB	325.82	N
009467	05-08-2025	JDP PALATINE	251617	137273	199-61-6299.00-999-599000	Criminal History for Volunteer	94.60	N
009468	05-08-2025	JOE W. FLY CO., INC.	250154	INV0106614	199-51-6248.77-999-599000	HVAC FILTERS	960.00	N
			250154	INV0106326	199-51-6248.77-999-599000	HVAC FILTERS	935.00	N
			250154	INV0106615	199-51-6248.77-999-599000	HVAC FILTERS	46.66	N
						Totals for Check 009468	**1,941.66**	

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009469	05-08-2025	JOERIS GENERAL CONT	001943	APP. 16 23135	699-81-6629.00-999-599073	CMAR AMEND 01 & 02 FOR NEW J	4,625,454.08	N
009470	05-08-2025	JOHNSON CONTROLS	252191	1-135705844305	199-51-6248.77-999-599000	ER HVAC DIAG PC	731.75	N
009471	05-08-2025	KIMBALL MIDWEST	251949	103319767	199-34-6319.00-999-599000	Shop Supplies	34.35	N
			251949	103311878	199-34-6319.00-999-599000	Shop Supplies	75.74	N
			251949	103325223	199-34-6319.00-999-599000	Shop Supplies	97.00	N
						Totals for Check 009471	**207.09**	
009472	05-08-2025	LABATT FOOD SERVICE	006561	04294668	240-35-6341.00-001-599000	FOOD DELIVERED	10,746.76	N
			006561	04294668	240-35-6341.00-001-599021	FOOD DELIVERED	1,715.70	N
			006561	04294668	240-35-6341.00-001-599031	FOOD DELIVERED	3,044.68	N
			006561	04294667	240-35-6341.00-041-599000	FOOD DELIVERED	4,348.17	N
				04294667	240-35-6341.00-041-599000	EXPIRED	-20.96	N
			006561	04294667	240-35-6341.00-041-599021	FOOD DELIVERED	744.25	N
			006561	04294667	240-35-6341.00-041-599031	FOOD DELIVERED	817.96	N
			006561	04294664	240-35-6341.00-101-599000	FOOD DELIVERED	3,735.15	N
			006561	04294664	240-35-6341.00-101-599021	FOOD DELIVERED	1,339.62	N
			006561	04294664	240-35-6341.00-101-599031	FOOD DELIVERED	258.74	N
			006561	04294662	240-35-6341.00-102-599000	FOOD DELIVERED	3,166.84	N
				04294662	240-35-6341.00-102-599000	EXPIRED	-20.96	N
			006561	04294662	240-35-6341.00-102-599021	FOOD DELIVERED	1,666.73	N
			006561	04294666	240-35-6341.00-104-599000	FOOD DELIVERED	2,823.89	N
				04294666	240-35-6341.00-104-599000	EXPIRED	-20.96	N
			006561	04294666	240-35-6341.00-104-599021	FOOD DELIVERED	1,526.70	N
			006561	04294666	240-35-6341.00-104-599031	FOOD DELIVERED	496.89	N
			006561	04295186	240-35-6341.00-105-599000	FOOD DELIVERED	5,008.88	N
			006561	04295186	240-35-6341.00-105-599021	FOOD DELIVERED	2,116.33	N
			006561	04295186	240-35-6341.00-105-599031	FOOD DELIVERED	214.76	N
			006561	04294668	240-35-6342.00-001-599000	FOOD DELIVERED	134.12	N
			006561	04294668	240-35-6342.00-001-599021	FOOD DELIVERED	134.11	N
			006561	04294667	240-35-6342.00-041-599000	FOOD DELIVERED	341.28	N
			006561	04294667	240-35-6342.00-041-599021	FOOD DELIVERED	341.27	N
			006561	04294664	240-35-6342.00-101-599000	FOOD DELIVERED	352.48	N
			006561	04294663	240-35-6342.00-101-599000	FOOD DELIVERED	35.43	N
			006561	04294664	240-35-6342.00-101-599021	FOOD DELIVERED	352.48	N
			006561	04294663	240-35-6342.00-101-599021	FOOD DELIVERED	35.42	N
			006561	04294662	240-35-6342.00-102-599000	FOOD DELIVERED	282.02	N
			006561	04294662	240-35-6342.00-102-599021	FOOD DELIVERED	282.01	N
			006561	04294666	240-35-6342.00-104-599000	FOOD DELIVERED	600.00	N
			006561	04294665	240-35-6342.00-104-599000	FOOD DELIVERED	43.78	N
			006561	04294666	240-35-6342.00-104-599021	FOOD DELIVERED	314.69	N
			006561	04295186	240-35-6342.00-105-599000	FOOD DELIVERED	579.01	N
			006561	04295186	240-35-6342.00-105-599021	FOOD DELIVERED	254.57	N
						Totals for Check 009472	**47,791.84**	

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009473	05-08-2025	LIBERTY OFFICE	251903	5592062-0	199-00-1312.00-000-500000	2025 MOVING BOXES-DISTRICT	3,769.70	N
			251903	5602508-0	199-00-1312.00-000-500000	2025 MOVING BOXES-DISTRICT	25.30	N
						Totals for Check 009473	**3,795.00**	
009474	05-08-2025	LONE STAR FURNISHIN	252101	19164	240-35-6639.00-041-599000	KITCHEN MANAGER OFFICE	15,070.05	N
009475	05-08-2025	MARTIN CHEVROLET BU	252146	99708	199-34-6319.00-999-599000	Oil Pan for M-83	45.35	N
009476	05-08-2025	MUSIC IN MOTION	251968	00799659	199-36-6399.22-001-599000	CARLA REYNA - CHOIR	313.79	N
009477	05-08-2025	NEW CANEY TOOL REN	252190	028-086	199-51-6299.79-999-599091	EQUIPMENT RENTAL	400.00	N
009478	05-08-2025	NEW READERS PRESS	252061	32345	263-11-6399.00-999-525600	ESOL RESOURCE	2,036.96	N
009479	05-08-2025	O'REILLY AUTOMOTIVE	252031	APRIL 2025	199-34-6319.00-999-599000	Automotive Parts	2,280.34	N
			250515	6043-499486	199-51-6319.00-999-599000	MAINTENANCE SUPPLIES	21.64	N
						Totals for Check 009479	**2,301.98**	
009480	05-08-2025	NCS PEARSON	252187	28571862	199-11-6299.00-001-522000	AUTOCAD CERTIFICATION VOUC	487.50	N
009481	05-08-2025	PENDA LEARNING	252234	250054	211-11-6399.00-999-530000	SCIENCE SUBSCRIPTION&ASSES	9,650.00	N
009482	05-08-2025	PINNACLE MEDICAL MA	250834	112838	199-34-6218.00-999-599000	Physicals & Drug Tests	70.00	N
009483	05-08-2025	FOUR PZ PIZZA, INC.	252011	00012 4/18	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	35.50	N
			252011	00002 4/19	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	25.50	N
			252011	00003 4/19	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	45.50	N
			252011	00021 4/11	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	35.50	N
			252011	00002 4/12	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	35.50	N
			252011	00001 4/12	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	100.49	N
			252199	00015 4/8	199-41-6497.00-750-599045	EXCEPTIONAL LEADERS ACADE	75.38	N
						Totals for Check 009483	**353.37**	
009484	05-08-2025	PURIFY	252083	141295836883	199-51-6259.74-999-599000	WWTP/WTP CHEMICAL SERVICE	655.50	N
009485	05-08-2025	REBEL ATHLETIC INC	252128	SIN528207	169-36-6399.00-001-591000	CHEER CAMP CLOTHES	145.99	N
009486	05-08-2025	REECE PLUMBING	250222	S120450418.001	199-51-6319.00-999-599000	PLUMBING SUPPLIES	1,435.89	N
009487	05-08-2025	REPUBLIC SERVICES #8	250044	0853-008332316	199-51-6259.75-999-599000	DISTRICT TRASH SERVICE	12,154.51	N
009488	05-08-2025	SCHOOLCOMP	250411	18824	199-00-1411.00-000-500000	2024-25 WORKERS COMP	13,265.22	N
009489	05-08-2025	SOUTHERN FLORAL	250174	358836	199-11-6399.68-001-522000	FLORAL DESIGN LAB SUPPLIES	341.70	N
			250174	356900	199-11-6399.68-001-522000	FLORAL DESIGN LAB SUPPLIES	71.65	N
						Totals for Check 009489	**413.35**	
009490	05-08-2025	SUMMIT K12 HOLDINGS	252127	INV003023	199-11-6397.00-999-525000	EB ONLINE ASSESSMENT	24,684.45	N
009491	05-08-2025	T-MOBILE USA INC.	251330	ACCT#20274498	199-52-6299.00-999-599000	YEARLY MDT AIRCARDS/ONCALL	122.96	N
009492	05-08-2025	TASB	252148	672318	199-41-6411.00-701-599000	TASB SLI CONFERENCE BROMLE	535.00	N
			252180	672292	199-41-6411.00-750-599045	TASB TRAINING	400.00	N
			252147	672318	199-41-6419.00-702-599000	TASB SLI CONFERENCE MUIRHE	585.00	N
			252147	672318	199-41-6419.00-702-599000	TASB SLI CONFERENCE SESSUM	585.00	N
			252147	672318	199-41-6419.00-702-599000	TASB SLI CONFERENCE WELLS	585.00	N
			252147	672302	199-41-6419.00-702-599000	TASB SLI CONFERENCE WELCH	585.00	N
			252147	672302	199-41-6419.00-702-599000	TASB SLI CONFERENCE KLEPCY	585.00	N

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			252147	672302	199-41-6419.00-702-599000	TASB SLI CONFERENCE STEWAR	585.00	N
						Totals for Check 009492	**4,445.00**	
009493	05-08-2025	TASPA	252204	300010618	199-41-6399.00-750-599041	TASPA MEMBERSHIP CRAWFOR	125.00	N
009494	05-08-2025	TCASE	252243	300023884	224-21-6499.00-999-523000	TCASE MEMBERSHIP 2025 PERKI	125.00	N
009495	05-08-2025	TEXAS LETTER JACKET	251707	6921	169-36-6399.06-001-591000	WINTER SPORTS JACKETS	228.00	N
009496	05-08-2025	TEXAS POLITCAL SUBDI	006566	2142	199-34-6429.00-999-599000	AUTO LIABILITY APRIL	2,452.67	N
009497	05-08-2025	TEXAS VETERINARY ME	252181	52472	199-11-6399.61-001-522000	CVA LEVEL 1 CERTIFICATION	1,319.95	N
009498	05-08-2025	THE EDU-SOURCE COR	251967	8650	240-35-6639.00-041-599000	TRASH BINS FOR NEW JH	17,200.00	N
			251972	8651	240-35-6639.00-101-599000	TRASH BINS FOR NEW PCE	17,200.00	N
						Totals for Check 009498	**34,400.00**	
009499	05-08-2025	THOMAS BUS GULF	252099	470655	199-34-6249.00-999-599000	378-H Emission System Repair	5,807.38	N
			252143	02600326	199-34-6319.00-999-599000	School Bus Parts / Equipment	530.68	N
			252143	02600405	199-34-6319.00-999-599000	School Bus Parts / Equipment	836.64	N
			252143	02600258	199-34-6319.00-999-599000	School Bus Parts / Equipment	76.40	N
			252143	02600327	199-34-6319.00-999-599000	School Bus Parts / Equipment	56.70	N
			252143	02600520	199-34-6319.00-999-599000	School Bus Parts / Equipment	205.70	N
			252143	02600401	199-34-6319.00-999-599000	School Bus Parts / Equipment	1,044.54	N
						Totals for Check 009499	**8,558.04**	
009500	05-08-2025	UNITED DATA TECHNOL	252175	0500325155	699-81-6629.00-999-599073	NEW JH NETWORK EQUIPMENT	18,111.12	N
009501	05-08-2025	VARSITY SPIRIT, LLC	251950	83003818	199-36-6399.20-001-591000	ADD'L PINKOUT UNIFORMS	1,269.28	N
009502	05-08-2025	VITALSOURCE TECHNO	252186	APR25252186	199-11-6321.39-001-511024	Summer books 2025	306.48	N
009503	05-08-2025	CAPITAL ONE	250032	1662168410	199-00-1312.00-000-500000	DISTRICT 2024-2025	32.68	N
			251957	1662168410	199-11-6399.00-104-511000	STEAM NIGHT SUPPLIES	181.33	N
			251562	1662168410	199-11-6399.00-999-523023	ID TRAINING	142.23	N
			251946	1662168410	199-11-6399.00-999-525000	BIL/ESL General Suplies	67.55	N
			252097	1662168410	199-11-6399.98-041-511000	ATTENDANCE PRIZES	120.00	N
			251979	1662168410	199-11-6399.98-104-511000	ATTENDANCE REWARDS	125.00	N
			006568	1662168410	199-11-6499.99-999-511000	ATHLETICS ACTIVITY	83.62	N
			251959	1662168410	199-13-6497.00-105-599000	Pro Dev Food	68.77	N
			252089	1662168410	199-13-6497.00-999-599043	T&L SUPPLIES	56.39	N
						Totals for Check 009503	**877.57**	
009504	05-08-2025	WORTH HYDROCHEM O	250155	133357	199-51-6248.77-999-599000	HVAC WATER TREATMENT SERVI	795.00	N
009505	05-08-2025	YUMI ICE CREAM CO., IN	006557	23642985	240-35-6341.00-001-599031	ICE CREAM DELIVERED	354.48	N
			006557	23642984	240-35-6341.00-041-599031	ICE CREAM DELIVERED	354.24	N
			006557	24036897	240-35-6341.00-105-599031	ICE CREAM DELIVERED	540.96	N
						Totals for Check 009505	**1,249.68**	
009506	05-15-2025	AMPLIFY EDUCATION,	251592	INV-334905	199-11-6399.00-105-525000	Instructional BIL/Dual/ESL	2,979.20	N
			251570	INV-334906	199-11-6399.55-105-511000	Instructional Reading	4,620.00	N
						Totals for Check 009506	**7,599.20**	

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009507	05-15-2025	HOUSTON PASADENA A	252030	J21848-IN	199-34-6311.00-999-599000	Diesel / Gas Fuel	15,412.55	N
009508	05-15-2025	AVANT ASSESSMENT . L	252126	39462	199-11-6397.00-999-525000	EB Online ASSESSMENT	2,685.00	N
009509	05-15-2025	BALFOUR COMPANY - B	251914	1989	199-11-6399.93-001-511039	Graduation Stoles and Pins	1,497.50	N
009510	05-15-2025	CIVIL-SURV LAND SURV	250056	25-181	699-81-6629.00-999-599072	PLAT PREP & ADMIN/GLE FORES	620.00	N
			250056	25-253	699-81-6629.00-999-599072	PLAT PREP & ADMIN/GLE FORES	4,750.00	N
						Totals for Check 009510	**5,370.00**	
009511	05-15-2025	DATA RECOGNITION CO	252168	184572	199-11-6397.00-999-525000	PRELAS Online EB Assessment	12,135.75	N
009512	05-15-2025	DBR ENGINEERING CON	001954	99013	699-81-6629.00-999-599071	COMMISSIONING SVCS FOR NEW	1,671.00	N
			250606	99388	699-81-6629.00-999-599072	COMMISSIONING SVCS FOR NEW	8,355.00	N
						Totals for Check 009512	**10,026.00**	
009513	05-15-2025	ECS LEARNING SYSTEM	252026	INV004860	199-11-6399.93-105-511000	Instructional Contingency	243.60	N
009514	05-15-2025	ENGINEERED AIR BALA	250242	H-72685	699-81-6629.00-999-599071	TAB OF THE HVAC FOR PCE	4,055.00	N
009515	05-15-2025	FUEL CONTROL SOLUTI	252261	1847	199-34-6249.00-999-599000	Emergency Repairs to Fuel Pump	537.53	N
009516	05-15-2025	GLASS & MIRROR OF TH	252145	3776	199-34-6249.00-999-599000	Replacement of Glass Services	214.58	N
009517	05-15-2025	GOOD PROMOTIONS	251917	34276	199-34-6319.00-999-599000	Vehicle Decals	150.00	N
009518	05-15-2025	GRAINGER	250221	9500023685	199-51-6319.00-999-599000	MAINTENANCE SUPPLIES	115.62	N
009519	05-15-2025	GRINGO'S MEXICAN KIT	252196	G14-217	199-13-6497.00-999-523023	EOY PROFESSIONAL DEVELOPM	749.10	N
			006576	G14-213	199-36-6299.86-001-591000	AREA TRACK MEET HOSPITALITY	2,199.00	N
						Totals for Check 009519	**2,948.10**	
009520	05-15-2025	HARDIES	006572	06465191	240-35-6341.00-001-599000	PRODUCE DELIVERED	616.38	N
			006572	06478389	240-35-6341.00-001-599000	PRODUCE DELIVERED	129.80	N
			006572	06465191	240-35-6341.00-001-599021	PRODUCE DELIVERED	206.75	N
			006572	06465192	240-35-6341.00-041-599000	PRODUCE DELIVERED	860.72	N
			006572	06465192	240-35-6341.00-041-599021	PRODUCE DELIVERED	287.05	N
			006572	06465188	240-35-6341.00-101-599000	PRODUCE DELIVERED	791.50	N
			006572	06478390	240-35-6341.00-101-599000	PRODUCE DELIVERED	129.80	N
			006572	06465188	240-35-6341.00-101-599021	PRODUCE DELIVERED	173.45	N
			006572	06465187	240-35-6341.00-102-599000	PRODUCE DELIVERED	952.86	N
			006572	06465187	240-35-6341.00-102-599021	PRODUCE DELIVERED	298.15	N
			006572	06465190	240-35-6341.00-104-599000	PRODUCE DELIVERED	1,717.30	N
				06465190	240-35-6341.00-104-599000	DID NOT ORDER	-312.00	N
			006572	06465190	240-35-6341.00-104-599021	PRODUCE DELIVERED	298.82	N
			006572	06465193	240-35-6341.00-105-599000	PRODUCE DELIVERED	1,242.11	N
				06465193	240-35-6341.00-105-599000	SHORTED ON TRUCK	-25.00	N
			006572	06465193	240-35-6341.00-105-599021	PRODUCE DELIVERED	296.93	N
						Totals for Check 009520	**7,664.62**	
009521	05-15-2025	HIGH POINT	252174	209907	199-51-6399.00-999-599078	TOILET TISSUE SOAP HAND TOW	471.75	N
			252222	209907	199-51-6399.00-999-599078	TOILET TISSUE HAND TOWEL SO	2,623.85	N
			252165	209908	199-51-6399.02-999-599078	Liners, Chemicals etc.	263.08	N
			252223	209908	199-51-6399.02-999-599078	TRASH LINERS CHEMICALS GLO	856.03	N
						Totals for Check 009521	**4,214.71**	

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009522	05-15-2025	HILAND DAIRY FOODS C	006573	0505259028671	240-35-6341.00-001-599000	MILK DELIVERED	236.77	N
			006573	0507259032091	240-35-6341.00-001-599000	MILK DELIVERED	246.63	N
			006573	0509259035046	240-35-6341.00-001-599000	MILK DELIVERED	246.63	N
			006573	0505259028671	240-35-6341.00-001-599021	MILK DELIVERED	236.75	N
			006573	0507259032091	240-35-6341.00-001-599021	MILK DELIVERED	246.62	N
			006573	0509259035046	240-35-6341.00-001-599021	MILK DELIVERED	246.62	N
			006573	0505259028670	240-35-6341.00-041-599000	MILK DELIVERED	236.76	N
			006573	0507259032090	240-35-6341.00-041-599000	MILK DELIVERED	197.30	N
			006573	0509259035045	240-35-6341.00-041-599000	MILK DELIVERED	170.98	N
			006573	0505259028670	240-35-6341.00-041-599021	MILK DELIVERED	118.38	N
			006573	0507259032090	240-35-6341.00-041-599021	MILK DELIVERED	98.65	N
			006573	0509259035045	240-35-6341.00-041-599021	MILK DELIVERED	85.51	N
			006573	0505259028673	240-35-6341.00-101-599000	MILK DELIVERED	328.83	N
			006573	0507259032093	240-35-6341.00-101-599000	MILK DELIVERED	328.84	N
			006573	0509259035048	240-35-6341.00-101-599000	MILK DELIVERED	197.30	N
			006573	0505259028673	240-35-6341.00-101-599021	MILK DELIVERED	164.42	N
			006573	0507259032093	240-35-6341.00-101-599021	MILK DELIVERED	164.41	N
			006573	0509259035048	240-35-6341.00-101-599021	MILK DELIVERED	98.65	N
			006573	0505259028672	240-35-6341.00-102-599000	MILK DELIVERED	256.49	N
			006573	0507259032092	240-35-6341.00-102-599000	MILK DELIVERED	276.22	N
			006573	0509259035047	240-35-6341.00-102-599000	MILK DELIVERED	246.63	N
			006573	0505259028672	240-35-6341.00-102-599021	MILK DELIVERED	256.49	N
			006573	0507259032092	240-35-6341.00-102-599021	MILK DELIVERED	276.22	N
			006573	0509259035047	240-35-6341.00-102-599021	MILK DELIVERED	246.62	N
			006573	0505259028669	240-35-6341.00-104-599000	MILK DELIVERED	300.00	N
			006573	0507259032089	240-35-6341.00-104-599000	MILK DELIVERED	600.00	N
			006573	0505259028669	240-35-6341.00-104-599021	MILK DELIVERED	232.71	N
			006573	0507259032089	240-35-6341.00-104-599021	MILK DELIVERED	347.04	N
			006573	0505259028668	240-35-6341.00-105-599000	MILK DELIVERED	480.07	N
			006573	0507259032088	240-35-6341.00-105-599000	MILK DELIVERED	517.97	N
			006573	0509259035044	240-35-6341.00-105-599000	MILK DELIVERED	227.40	N
			006573	0505259028668	240-35-6341.00-105-599021	MILK DELIVERED	240.03	N
			006573	0507259032088	240-35-6341.00-105-599021	MILK DELIVERED	258.98	N
			006573	0509259035044	240-35-6341.00-105-599021	MILK DELIVERED	113.70	N
						Totals for Check 009522	**8,526.62**	
009523	05-15-2025	HOME DEPOT CREDIT S	251983	SMNT 4.28.25	199-51-6319.00-999-599000	M&O SUPPLIES	808.52	N
			252082	202719	199-51-6399.00-999-599025	PO Created by Req: 018895	229.00	N
						Totals for Check 009523	**1,037.52**	
009524	05-15-2025	JASON'S DELI	252130	25042506905001	199-13-6497.00-105-599000	Teacher Appreciation Lunch	935.00	N
009525	05-15-2025	JONES SCHOOL SUPPL	252110	2157578	199-11-6399.00-001-511000	SENIOR AWARDS NIGHT	1,160.40	N
			252240	2175096	199-11-6399.00-001-511000	CUSTOM PLAQUE, BLACK MARBL	32.98	N
						Totals for Check 009525	**1,193.38**	

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009526	05-15-2025	K&R PROPANE	252233	33865	199-34-6311.00-999-599000	Propane Fuel	2,392.50	N
009527	05-15-2025	KIMBALL MIDWEST	251949	103338036	199-34-6319.00-999-599000	Shop Supplies	293.16	N
009528	05-15-2025	LABATT FOOD SERVICE	006574	05065550	240-35-6341.00-001-599000	FOOD DELIVERED	10,677.80	N
			006574	05065550	240-35-6341.00-001-599021	FOOD DELIVERED	1,926.43	N
			006574	05065550	240-35-6341.00-001-599031	FOOD DELIVERED	1,762.26	N
			006574	05065549	240-35-6341.00-041-599000	FOOD DELIVERED	3,759.12	N
			006574	05065549	240-35-6341.00-041-599021	FOOD DELIVERED	814.51	N
			006574	05065549	240-35-6341.00-041-599031	FOOD DELIVERED	374.92	N
			006574	05065546	240-35-6341.00-101-599000	FOOD DELIVERED	2,810.95	N
			006574	05065545	240-35-6341.00-101-599000	FOOD DELIVERED	371.16	N
			006574	05065546	240-35-6341.00-101-599021	FOOD DELIVERED	1,401.11	N
			006574	05065545	240-35-6341.00-101-599031	FOOD DELIVERED	115.04	N
			006574	05065543	240-35-6341.00-102-599000	FOOD DELIVERED	4,972.66	N
			006574	05065543	240-35-6341.00-102-599021	FOOD DELIVERED	1,648.69	N
			006574	05065548	240-35-6341.00-104-599000	FOOD DELIVERED	4,005.09	N
			006574	05065547	240-35-6341.00-104-599000	FOOD DELIVERED	524.17	N
			006574	05065548	240-35-6341.00-104-599021	FOOD DELIVERED	1,216.47	N
			006574	05065547	240-35-6341.00-104-599021	FOOD DELIVERED	133.92	N
			006574	05065548	240-35-6341.00-104-599031	FOOD DELIVERED	1,195.73	N
			006574	05066070	240-35-6341.00-105-599000	FOOD DELIVERED	4,072.43	N
			006574	05066070	240-35-6341.00-105-599021	FOOD DELIVERED	1,991.88	N
			006574	05066070	240-35-6341.00-105-599031	FOOD DELIVERED	859.73	N
			006574	05065550	240-35-6342.00-001-599000	FOOD DELIVERED	418.09	N
			006574	05065550	240-35-6342.00-001-599021	FOOD DELIVERED	415.08	N
			006574	05065549	240-35-6342.00-041-599000	FOOD DELIVERED	490.35	N
			006574	05065549	240-35-6342.00-041-599021	FOOD DELIVERED	490.34	N
			006574	05065546	240-35-6342.00-101-599000	FOOD DELIVERED	131.32	N
			006574	05065545	240-35-6342.00-101-599000	FOOD DELIVERED	63.26	N
			006574	05065546	240-35-6342.00-101-599021	FOOD DELIVERED	131.32	N
			006574	05065545	240-35-6342.00-101-599021	FOOD DELIVERED	63.26	N
			006574	05065543	240-35-6342.00-102-599000	FOOD DELIVERED	223.39	N
			006574	05065543	240-35-6342.00-102-599021	FOOD DELIVERED	223.38	N
			006574	05065548	240-35-6342.00-104-599000	FOOD DELIVERED	613.57	N
			006574	05065548	240-35-6342.00-104-599021	FOOD DELIVERED	400.00	N
			006574	05066070	240-35-6342.00-105-599000	FOOD DELIVERED	468.74	N
			006574	05066070	240-35-6342.00-105-599021	FOOD DELIVERED	158.61	N
			006574	05065544	240-35-6342.00-999-599000	FOOD DELIVERED	632.60	N
						Totals for Check 009528	**49,557.38**	
009529	05-15-2025	LONE STAR A/C	006570	LS2716	240-35-6249.00-001-599000	WIF COMPRESSOR	6,802.00	N
			006570	LS2713	240-35-6249.00-001-599000	WIF CONTACTOR	175.00	N
						Totals for Check 009529	**6,977.00**	
009530	05-15-2025	MARILYNN	006577	03222025	199-36-6299.36-999-599000	UIL JUDGE 3/22	50.00	N

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009531	05-15-2025	MOAKCASEY, LLC	252249	INV13587	199-41-6299.00-701-599000	CONSULTANT FEES	720.00	N
009532	05-15-2025	NATHAN BALLY	006575	05/06-07	199-13-6411.00-999-599043	BLUEBONNET EXTRAVAGANZA T	64.00	N
	06-02-2025	NATHAN BALLY	006575	05/06-07	199-13-6411.00-999-599043	LOST CHECK	-64.00	N
						Totals for Check 009532	**.00**	
009533	05-15-2025	HOUGHTON MIFFLIN HA	252139	956261668	199-11-6397.00-999-525000	EB ONLINE ASSESSTMENT	16,000.00	N
009534	05-15-2025	FOUR PZ PIZZA, INC.	252238	00031 4/25	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	45.50	N
			252238	00001 4/26	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	85.50	N
			252238	00002 4/26	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	35.50	N
			252238	00001 4/27	168-61-6399.00-999-599000	PIZZAS FOR CONC/PARTIES	125.50	N
						Totals for Check 009534	**292.00**	
009535	05-15-2025	PROSOLVE, LLC	252084	2060	199-12-6399.00-999-599000	Summer IT Camp	2,307.01	N
			252084	2060	199-12-6669.00-041-599000	Summer IT Camp	232.99	N
						Totals for Check 009535	**2,540.00**	
009536	05-15-2025	PS LIGHTWAVE, LLC	250017	37358	199-11-6299.00-999-511053	SISD INTERNET PROVIDER	4,985.41	N
			250017	38344	199-11-6299.00-999-511053	SISD INTERNET PROVIDER	4,985.41	N
						Totals for Check 009536	**9,970.82**	
009537	05-15-2025	PURIFY	252083	141295837642	199-51-6259.74-999-599000	WWTP/WTP CHEMICAL SERVICE	229.32	N
009538	05-15-2025	REBEL ATHLETIC INC	252128	SIN530758	169-36-6399.00-001-591000	CHEER CAMP CLOTHES	760.16	N
			252128	SIN530759	169-36-6399.00-001-591000	CHEER CAMP CLOTHES	890.40	N
						Totals for Check 009538	**1,650.56**	
009539	05-15-2025	REGION VI - ED. SERV.	251672	074284	199-13-6411.00-102-525000	ESL STRATEGIES FOR PREK & K	200.00	N
			251658	074297	199-34-6239.00-999-599000	School Bus Certification	125.00	N
			251658	074298	199-34-6239.00-999-599000	School Bus Certification	250.00	N
			251658	074332	199-34-6239.00-999-599000	School Bus Certification	120.00	N
						Totals for Check 009539	**695.00**	
009540	05-15-2025	RON'S TROPHYS	252250	13653	199-11-6399.00-001-522000	INCUBATOR PLAQUES	294.65	N
			252250	13530	199-11-6399.00-001-522000	INCUBATOR PLAQUES	47.95	N
						Totals for Check 009540	**342.60**	
009541	05-15-2025	SCHOOL SPECIALTY LL	251990	208135514740	199-11-6396.00-105-511000	Instructional Furniture	2,517.84	N
009542	05-15-2025	SOUTHERN FLORAL	250174	360729	199-11-6399.68-001-522000	FLORAL DESIGN LAB SUPPLIES	720.54	N
009543	05-15-2025	SUNSET FIRE & SECURI	250153	022076	199-51-6249.77-999-599000	MONTHLY ALARM MONITORING	1,293.30	N
009544	05-15-2025	TAHPERD	252129	SC25-38	199-13-6411.00-105-599000	Tahperd Conference	170.00	N
			252129	M-1807	199-13-6411.00-105-599000	Tahperd Conference	70.00	N
						Totals for Check 009544	**240.00**	
009545	05-15-2025	TASBO	251023	430844	199-51-6411.00-999-599000	TASBO CERTIFICATION CLASSES	210.00	N
			251023	430863	199-51-6411.00-999-599000	TASBO CERTIFICATION CLASSES	60.00	N
						Totals for Check 009545	**270.00**	
009546	05-15-2025	TEXAS DEPT OF PUBLIC	250195	CR307587	199-41-6499.00-750-599041	CRIMINAL HISTORIES	27.00	N
009547	05-15-2025	THOMAS BUS GULF	252143	02600800	199-34-6319.00-999-599000	School Bus Parts / Equipment	297.44	N
			252143	02600772	199-34-6319.00-999-599000	School Bus Parts / Equipment	101.28	N
			252143	02600769	199-34-6319.00-999-599000	School Bus Parts / Equipment	726.40	N
			252143	02600377	199-34-6319.00-999-599000	School Bus Parts / Equipment	2,041.00	N

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			252143	02600666	199-34-6319.00-999-599000	School Bus Parts / Equipment	1,852.50	N
			252143	02600702	199-34-6319.00-999-599000	School Bus Parts / Equipment	2,560.27	N
			252143	02600817	199-34-6319.00-999-599000	School Bus Parts / Equipment	874.51	N
			252143	02600834	199-34-6319.00-999-599000	School Bus Parts / Equipment	368.88	N
						Totals for Check 009547	**8,822.28**	
009548	05-15-2025	UNIFIRST	250094	2670284729	199-34-6299.00-999-599000	Dry Cleaning	197.36	N
009549	05-15-2025	UNIVERSAL NATURAL G	250053	400650	199-51-6259.73-999-599000	DISTRICT GAS UTILITY	978.09	N
009550	05-15-2025	VALLEY SPEECH LANGU	252166	16948	224-31-6399.00-999-523000	TRAINING	1,122.00	N
009551	05-15-2025	VIP TINTERS PLUS BEDL	252085	65528	199-52-6631.00-999-599000	PAINT/WRAP SISD PD VEHICLES	1,850.00	N
009552	05-15-2025	WHITNEY & ASSOCIATE	252206	119-25C	699-81-6619.00-999-599075	APPRAISAL SERVICES	2,200.00	N
009553	05-15-2025	WOODLANDS TROPHIES	252115	11002	199-11-6399.98-001-511000	RED/WHITE WATER BOTTLES	1,494.00	N
009554	05-15-2025	YELLOWSTONE LANDSC	250013	913794	199-51-6299.79-999-599000	DISTRICT LANDSCAPING	13,329.67	N
009555	05-15-2025	YUMI ICE CREAM CO., IN	006571	23039238	240-35-6341.00-001-599031	ICE CREAM DELIVERED	400.80	N
			006571	23039237	240-35-6341.00-105-599031	ICE CREAM DELIVERED	513.60	N
						Totals for Check 009555	**914.40**	
009556	05-22-2025	A TO Z SPECIALTIES	252123	33743	199-41-6399.00-701-599000	PLAQUES FOR EXCEPTIONAL LE	60.00	N
009557	05-22-2025	ABEL VEGA	006592	REGISTRATION	199-34-6299.00-999-599000	VEHICLE REGISTRATIONS REIMB	67.50	N
009558	05-22-2025	ACME ARCHITECTURAL	250218	4120363	199-51-6319.00-999-599000	DOOR REPAIR SUPPLIES	3,963.52	N
009559	05-22-2025	ALICIA MOODY	252294	300	199-36-6399.34-999-599000	ROBOTICS SUPPLIES	795.00	N
009560	05-22-2025	AMAZON CAPITAL	252194	04/28-05/12	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	22,270.93	N
			251892	03/19-25	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	2,716.81	N
			252010	04/22-05/07	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	15,544.53	N
						Totals for Check 009560	**40,532.27**	
009561	05-22-2025	CARLA REYNA	006591	05/26 MEALS	199-36-6412.22-001-599000	TSSEC UIL SOLO CONTEST TRAV	88.00	N
009562	05-22-2025	CHALK'S TRUCK PARTS	252221	415263/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	538.68	N
			252221	416516/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	269.29	N
						Totals for Check 009562	**807.97**	
009563	05-22-2025	CITIBANK	250041	3651729164	168-61-6499.00-999-599000	MONTHLY CHARGE FOR SKATIN	220.32	N
			252152	3651729164	169-36-6412.00-001-591000	STUDENT MEALS	252.00	N
			252106	3651729164	169-36-6412.00-001-591000	STUDENT MEALS	333.40	N
			252124	3651729164	169-36-6412.00-001-591000	STUDENT MEALS	371.28	N
			252067	3651729164	169-36-6412.00-001-591000	STUDENT MEALS	154.00	N
			252155	3651729164	169-36-6412.00-001-591035	STUDENT MEALS	341.70	N
			251777	3651729164	199-00-1312.00-000-500000	DISTRICT SUPPLIES	1,534.76	N
			251742	3651729164	199-11-6299.00-001-522000	LEVEL TWO SECURITY CERTIFIC	90.00	N
			251492	3651729164	199-11-6299.00-001-522000	COSMO CERTIFICATION EXAM	317.00	N
			006586	3651729164	199-11-6299.00-999-511000	SERVICE FEE	7.20	N
			251373	3651729164	199-11-6399.61-001-522000	ANIMAL SCIENCE SUPPLIES	1,000.00	N
			251591	3651729164	199-11-6411.61-001-522000	CATTLE SPRING HOTEL	361.32	N
			251443	3651729164	199-11-6411.61-001-522000	SPRING SHEEP TRAVEL	109.15	N

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			251805	3651729164	199-11-6412.00-001-522000	HOTEL TRAVEL FOR SKILLS	785.84	N
			251805	3651729164	199-11-6412.00-001-522000	HOTEL TRAVEL FOR SKILLS	408.08	N
			006584	3651729164	199-11-6499.99-999-511000	HS CHOIR ACTIVITY	497.05	N
			006586	3651729164	199-11-6499.99-999-511000	HS NHS	549.99	N
			006586	3651729164	199-11-6499.99-999-511000	ATHLETICS ACTIVITY	140.25	N
			006586	3651729164	199-11-6499.99-999-511000	ATHLETICS ACTIVITY	863.79	N
			006586	3651729164	199-11-6499.99-999-511000	ROTC ACTIVITY	365.00	N
			006586	3651729164	199-11-6499.99-999-511000	FFA ACTIVITY	146.33	N
			006585	3651729164	199-12-6411.00-999-599000	TLA CONF TRAVEL	669.28	N
			251924	3651729164	199-21-6411.00-999-599043	TPAC 04/29/25-04/30/25 HOTEL	186.03	N
			252078	3651729164	199-23-6399.00-105-599000	Photos for Office	94.41	N
			251459	3651729164	199-23-6411.00-001-599000	A PAINTER - PROF DEVELOPMEN	50.00	N
			252179	3651729164	199-31-6339.00-001-599039	SAT	136.00	N
			250079	3651729164	199-34-6299.00-999-599000	VEHICLE REGISTRATIONS	210.25	N
			251498	3651729164	199-34-6299.00-999-599000	Fingerprinting	48.00	N
			252059	3651729164	199-34-6299.00-999-599000	Toll Tags	626.02	N
			006584	3651729164	199-34-6311.00-999-599000	GAS FOR AG TRUCK	34.00	N
			252161	3651729164	199-36-6299.86-001-591000	AREA TRACK MEET	200.00	N
			252161	3651729164	199-36-6299.86-001-591000	AREA TRACK MEET	138.70	N
			252095	3651729164	199-36-6399.34-999-599000	Explore Registration	4,492.55	N
			252024	3651729164	199-36-6412.21-001-599000	T MERRITT - DANCE HOTEL	1,132.44	N
			252024	3651729164	199-36-6412.21-001-599000	T MERRITT - DANCE HOTEL	1,132.44	N
			252027	3651729164	199-36-6412.21-001-599000	T MERRITT - DANCE	553.72	N
			252024	3651729164	199-36-6412.21-001-599000	T MERRITT - DANCE	1,132.44	N
			252024	3651729164	199-36-6412.21-001-599000	T MERRITT - DANCE	1,176.19	N
			251867	3651729164	199-41-6411.00-701-599000	HOTEL - SHERATON GEORGETO	427.46	N
			251871	3651729164	199-41-6411.00-701-599000	HOTEL ROOM AT HOLDSWORTH	176.49	N
			251584	3651729164	199-41-6411.00-750-599000	ACET CONFERENCE HOTEL HOU	680.24	N
			251922	3651729164	199-41-6411.00-750-599000	LODGING FOR TPAC	352.98	N
			251883	3651729164	199-41-6411.00-750-599000	HOTEL FOR BRIGGS TPAC	352.98	N
			251876	3651729164	199-41-6411.00-750-599042	TPAC MEETING	352.98	N
			251902	3651729164	199-41-6411.00-750-599045	TPAC #2 EVENT	352.98	N
			252200	3651729164	199-41-6497.00-750-599045	PRINCIPAL APPRECIATION DAY	705.68	N
			252046	3651729164	199-51-6319.00-999-599000	PURCH WH HVAC PARTS	1,216.58	N
			006586	3651729164	199-52-6411.00-999-599000	HOTEL FEE	205.85	N
			251608	3651729164	255-41-6411.00-750-524041	HOTEL FOR CAREER FAIR	118.96	N
			251607	3651729164	255-41-6411.00-750-524041	CAREER FAIR	200.00	N
						Totals for Check 009563	**26,004.11**	
009564	05-22-2025	COMMERCIAL KITCHEN	252017	0735718-IN	240-35-6249.00-001-599000	HS RELAY FOR WARMER	736.00	N
			252018	0735708-IN	240-35-6249.00-001-599000	HS CIRCUIT BOARD FOR DISPOS	1,248.82	N
						Totals for Check 009564	**1,984.82**	
009565	05-22-2025	CONROE WELDING SUP	252254	PS 543947	199-11-6399.00-001-522000	WELDING LAB SUPPLIES	5,000.00	N
			252254	PS 543947	199-11-6399.65-001-522000	WELDING LAB SUPPLIES	5,391.29	N
						Totals for Check 009565	**10,391.29**	

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009566	05-22-2025	CUSTOM BUILT AWARD	252276	46086	199-51-6319.00-999-599000	EOY PLAQUE	15.00	N
009567	05-22-2025	DEPT. OF INFORMATION	250275	25041388N	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	402.49	N
009568	05-22-2025	MAC PIZZA MANAGEME	251779	#8 3/19	199-13-6497.00-999-599043	STUDENT ADVISORY LUNCH	52.99	N
			251995	#3 4/4 TLE	199-36-6412.00-105-599000	UIL Celebration	140.99	N
			252212	#3 5/14	199-36-6497.00-101-599000	UIL CONTESTANTS	84.99	N
						Totals for Check 009568	**278.97**	
009569	05-22-2025	ECOLAB	252271	6352424188	240-35-6342.00-999-599000	CHEMICALS FOR KITCHEN	1,454.38	N
009570	05-22-2025	EDUCATOR'S DEPOT,IN	252248	2006701	699-81-6629.00-999-599073	MOVING SUPPLIES	2,988.53	N
			252245	2006700	699-81-6629.00-999-599074	MOVING SUPPLIES	1,849.83	N
						Totals for Check 009570	**4,838.36**	
009571	05-22-2025	EMERGENT TREE EDUC	252291	2430	199-13-6291.00-999-523023	CONSULTING SERVICES	530.00	N
			252210	2533	224-13-6411.00-999-523000	MTSS CONFERENCE	375.00	N
						Totals for Check 009571	**905.00**	
009572	05-22-2025	ENTERGY	250049	380004264938	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	745.32	N
009573	05-22-2025	EVA BAKER	006590	05/22-23 MEALS	199-11-6412.00-999-521000	GT PERSPECTIVES FILED TRIP	580.00	N
009574	05-22-2025	GF EDUCATORS INC.	251641	GF-2816	199-11-6399.00-105-525000	Instruction BIL/DUAl/ESL	1,046.06	N
009575	05-22-2025	GLASS & MIRROR OF TH	252145	3795	199-34-6249.00-999-599000	Replacement of Glass Services	237.50	N
009576	05-22-2025	GOLD STAR FOODS TX	006578	3204825	240-35-6341.00-999-599000	COMMODITY FOOD DELIVERED	1,113.56	N
009577	05-22-2025	GRINGO'S MEXICAN KIT	252092	G14-218	199-13-6497.00-999-525000	EOY LPAC PD 5/5	798.04	N
			252231	05052025	199-41-6497.00-702-599000	FOOD FOR BOARD WORKSHOP	535.36	N
						Totals for Check 009577	**1,333.40**	
009578	05-22-2025	HARDIES	006580	06474407	240-35-6341.00-001-599000	PRODUCE DELIVERED	973.12	N
			006580	06474407	240-35-6341.00-001-599021	PRODUCE DELIVERED	295.60	N
			006580	06474408	240-35-6341.00-041-599000	PRODUCE DELIVERED	1,031.27	N
			006580	06474408	240-35-6341.00-041-599021	PRODUCE DELIVERED	110.06	N
			006580	06474405	240-35-6341.00-101-599000	PRODUCE DELIVERED	1,145.13	N
			006580	06474405	240-35-6341.00-101-599021	PRODUCE DELIVERED	308.55	N
			006580	06474403	240-35-6341.00-102-599000	PRODUCE DELIVERED	845.20	N
			006580	06474403	240-35-6341.00-102-599021	PRODUCE DELIVERED	255.20	N
			006580	06474406	240-35-6341.00-104-599000	PRODUCE DELIVERED	1,730.70	N
			006580	06474406	240-35-6341.00-104-599021	PRODUCE DELIVERED	330.60	N
			006580	06474409	240-35-6341.00-105-599000	PRODUCE DELIVERED	1,153.83	N
			006580	06474409	240-35-6341.00-105-599021	PRODUCE DELIVERED	292.90	N
						Totals for Check 009578	**8,472.16**	
009579	05-22-2025	HILAND DAIRY FOODS C	006581	0512259036553	240-35-6341.00-001-599000	MILK DELIVERED	328.84	N
			006581	0514259039898	240-35-6341.00-001-599000	MILK DELIVERED	328.84	N
			006581	0516259042885	240-35-6341.00-001-599000	MILK DELIVERED	246.64	N
			006581	0512259036553	240-35-6341.00-001-599021	MILK DELIVERED	164.41	N
			006581	0514259039898	240-35-6341.00-001-599021	MILK DELIVERED	164.41	N
			006581	0516259042885	240-35-6341.00-001-599021	MILK DELIVERED	246.61	N
			006581	0512259036552	240-35-6341.00-041-599000	MILK DELIVERED	236.76	N
			006581	0514259039897	240-35-6341.00-041-599000	MILK DELIVERED	184.15	N

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			006581	0516259042884	240-35-6341.00-041-599000	MILK DELIVERED	144.69	N
			006581	0512259036552	240-35-6341.00-041-599021	MILK DELIVERED	118.38	N
			006581	0514259039897	240-35-6341.00-041-599021	MILK DELIVERED	92.07	N
			006581	0516259042884	240-35-6341.00-041-599021	MILK DELIVERED	72.34	N
			006581	0512259036555	240-35-6341.00-101-599000	MILK DELIVERED	355.14	N
			006581	0514259039900	240-35-6341.00-101-599000	MILK DELIVERED	355.14	N
			006581	0516259042887	240-35-6341.00-101-599000	MILK DELIVERED	197.30	N
			006581	0512259036555	240-35-6341.00-101-599021	MILK DELIVERED	177.57	N
			006581	0514259039900	240-35-6341.00-101-599021	MILK DELIVERED	177.57	N
			006581	0516259042887	240-35-6341.00-101-599021	MILK DELIVERED	98.65	N
			006581	0512259036554	240-35-6341.00-102-599000	MILK DELIVERED	256.49	N
			006581	0514259039899	240-35-6341.00-102-599000	MILK DELIVERED	276.22	N
			006581	0516259042886	240-35-6341.00-102-599000	MILK DELIVERED	246.63	N
			006581	0512259036554	240-35-6341.00-102-599021	MILK DELIVERED	256.49	N
			006581	0514259039899	240-35-6341.00-102-599021	MILK DELIVERED	276.22	N
			006581	0516259042886	240-35-6341.00-102-599021	MILK DELIVERED	246.62	N
			006581	0512259036551	240-35-6341.00-104-599000	MILK DELIVERED	500.00	N
			006581	0514259039896	240-35-6341.00-104-599000	MILK DELIVERED	600.00	N
			006581	0512259036551	240-35-6341.00-104-599021	MILK DELIVERED	230.01	N
			006581	0514259039896	240-35-6341.00-104-599021	MILK DELIVERED	386.50	N
			006581	0512259036550	240-35-6341.00-105-599000	MILK DELIVERED	505.34	N
			006581	0514259039895	240-35-6341.00-105-599000	MILK DELIVERED	492.70	N
			006581	0516259042883	240-35-6341.00-105-599000	MILK DELIVERED	252.67	N
			006581	0512259036550	240-35-6341.00-105-599021	MILK DELIVERED	252.66	N
			006581	0514259039895	240-35-6341.00-105-599021	MILK DELIVERED	246.35	N
			006581	0516259042883	240-35-6341.00-105-599021	MILK DELIVERED	126.33	N
						Totals for Check 009579	**8,840.74**	
009580	05-22-2025	HOUSTON COMMUNICA	251651	INV852792	429-34-6299.00-999-599050	Radio Equipment	1,719.00	N
009581	05-22-2025	HUNTON SERVICES	252290	SVC284732	199-51-6248.77-999-599000	HVAC REPAIR-HS CTE	847.00	N
009582	05-22-2025	JASON'S DELI	252040	25051406902000	199-41-6497.00-701-599000	FOOD FOR DLT MEETING	377.89	N
			252292	25051606902001	199-41-6497.00-702-599000	FOOD FOR BOARD MEETING	166.59	N
						Totals for Check 009582	**544.48**	
009583	05-22-2025	JOHNSON SUPPLY	250170	04294331	199-51-6248.77-999-599000	HVAC REPAIR SUPPLIES	3,000.00	N
009584	05-22-2025	JUST RIGHT READER IN	252236	INV1223	211-11-6399.00-999-530000	Q-EST2142 1ST GRADE DELUXE	19,260.00	N
009585	05-22-2025	KENTECH INC.	250162	35167	240-35-6249.00-999-599000	BATTERY REPLACED-ANNUAL SE	179.95	N
			250162	35166	240-35-6249.00-999-599000	GENERATOR MAINTENANCE	1,335.00	N
						Totals for Check 009585	**1,514.95**	
009586	05-22-2025	KIMBALL MIDWEST	251949	103382643	199-34-6319.00-999-599000	Shop Supplies	25.10	N
009587	05-22-2025	LABATT FOOD SERVICE	006583	05136271	240-35-6341.00-001-599000	FOOD DELIVERED	5,955.06	N
			006583	05136270	240-35-6341.00-001-599000	FOOD DELIVERED	905.69	N
			006583	05136271	240-35-6341.00-001-599021	FOOD DELIVERED	1,133.70	N
			006583	05136270	240-35-6341.00-001-599021	FOOD DELIVERED	91.89	N
			006583	05136269	240-35-6341.00-041-599000	FOOD DELIVERED	8,224.56	N

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			006583	05136269	240-35-6341.00-041-599021	FOOD DELIVERED	1,168.85	N
			006583	05136264	240-35-6341.00-101-599000	FOOD DELIVERED	3,211.70	N
			006583	05136262	240-35-6341.00-101-599000	FOOD DELIVERED	3,591.77	N
			006583	05136263	240-35-6341.00-101-599000	FOOD DELIVERED	265.72	N
			006583	05136264	240-35-6341.00-101-599021	FOOD DELIVERED	1,262.27	N
			006583	05136262	240-35-6341.00-101-599021	FOOD DELIVERED	895.78	N
			006583	05136263	240-35-6341.00-101-599021	FOOD DELIVERED	132.86	N
			006583	05136264	240-35-6341.00-101-599031	FOOD DELIVERED	141.84	N
			006583	05136261	240-35-6341.00-102-599000	FOOD DELIVERED	5,567.91	N
			006583	05136260	240-35-6341.00-102-599000	FOOD DELIVERED	185.38	N
			006583	05136261	240-35-6341.00-102-599021	FOOD DELIVERED	1,200.05	N
			006583	05136266	240-35-6341.00-104-599000	FOOD DELIVERED	6,533.12	N
			006583	05136265	240-35-6341.00-104-599000	FOOD DELIVERED	622.20	N
			006583	05136267	240-35-6341.00-104-599000	FOOD DELIVERED	313.17	N
			006583	05136266	240-35-6341.00-104-599021	FOOD DELIVERED	2,567.52	N
			006583	05136265	240-35-6341.00-104-599021	FOOD DELIVERED	900.32	N
			006583	05136267	240-35-6341.00-104-599021	FOOD DELIVERED	313.17	N
			006583	05136266	240-35-6341.00-104-599031	FOOD DELIVERED	17.26	N
			006583	05136268	240-35-6341.00-104-599031	FOOD DELIVERED	378.84	N
			006583	05136741	240-35-6341.00-105-599000	FOOD DELIVERED	8,304.51	N
			006583	05136742	240-35-6341.00-105-599000	FOOD DELIVERED	538.90	N
			006583	05136741	240-35-6341.00-105-599021	FOOD DELIVERED	2,569.17	N
			006583	05136742	240-35-6341.00-105-599021	FOOD DELIVERED	87.44	N
			006583	05136271	240-35-6342.00-001-599000	FOOD DELIVERED	133.30	N
			006583	05136270	240-35-6342.00-001-599000	FOOD DELIVERED	269.87	N
			006583	05136271	240-35-6342.00-001-599021	FOOD DELIVERED	133.30	N
			006583	05136270	240-35-6342.00-001-599021	FOOD DELIVERED	269.87	N
			006583	05136269	240-35-6342.00-041-599000	FOOD DELIVERED	363.54	N
			006583	05136269	240-35-6342.00-041-599021	FOOD DELIVERED	363.53	N
			006583	05136264	240-35-6342.00-101-599000	FOOD DELIVERED	254.14	N
			006583	05136264	240-35-6342.00-101-599021	FOOD DELIVERED	254.14	N
			006583	05136261	240-35-6342.00-102-599000	FOOD DELIVERED	446.92	N
			006583	05136260	240-35-6342.00-102-599000	FOOD DELIVERED	207.94	N
			006583	05136261	240-35-6342.00-102-599021	FOOD DELIVERED	446.92	N
			006583	05136260	240-35-6342.00-102-599021	FOOD DELIVERED	207.94	N
			006583	05136266	240-35-6342.00-104-599000	FOOD DELIVERED	721.17	N
			006583	05136266	240-35-6342.00-104-599021	FOOD DELIVERED	622.95	N
			006583	05136741	240-35-6342.00-105-599000	FOOD DELIVERED	799.03	N
			006583	05136740	240-35-6342.00-105-599000	FOOD DELIVERED	72.22	N
			006583	05136741	240-35-6342.00-105-599021	FOOD DELIVERED	382.04	N
			006583	05136740	240-35-6342.00-105-599021	FOOD DELIVERED	36.10	N
						Totals for Check 009587	**63,065.57**	
009588	05-22-2025	LIBERTY OFFICE	252218	5609567-0	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	126.84	N

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009589	05-22-2025	LONE STAR A/C	006579	LS2717	240-35-6249.00-104-599000	ICE MACHINE REPAIR	1,007.00	N
009590	05-22-2025	MAGNA FLOW INTERNA	252275	95049	199-51-6249.00-999-599000	WWTP SLUDGE HAUL	499.82	N
009591	05-22-2025	MERGE LABS,INC.	006588	SISD0425-01	199-12-6669.00-041-599000	MERGE EDU RENEWAL	1,649.00	N
009592	05-22-2025	MICRO INTEGRATION IN	252201	240756	199-41-6398.00-701-599000	TECHNOLOGY FOR SUPERINTEN	39.00	N
009593	05-22-2025	NATHAN BALLY	006589	05/06-07	199-13-6411.00-999-599043	REISSUE TRAVEL	64.00	N
009594	05-22-2025	OPTIMUM	251819	ACCT#102069	199-11-6299.00-999-511053	OPEN PO FOR INTERNET PROVID	119.84	N
009595	05-22-2025	POSITIVE PROMOTIONS	252055	07571182	199-11-6399.05-041-511000	TEACHER APPRECIATION WEEK	1,566.50	N
009596	05-22-2025	PURIFY	252083	141295838005	199-51-6259.74-999-599000	WWTP/WTP CHEMICAL SERVICE	249.80	N
			252083	141295839099	199-51-6259.74-999-599000	WWTP/WTP CHEMICAL SERVICE	249.80	N
						Totals for Check 009596	**499.60**	
009597	05-22-2025	RANDALL REED'S PLAN	252287	F0CS235312	199-34-6249.00-999-599000	A-7 Activity Bus Repairs	2,352.38	N
009598	05-22-2025	REPUBLIC SERVICES #8	006582	0823008336267	699-81-6629.00-999-599071	OLD PCE DUMPSTER	277.39	N
009599	05-22-2025	SA RI'S CREATIONS	252266	15052	199-11-6399.00-999-525000	LPAC Resources	100.00	N
009600	05-22-2025	SHERWIN WILLIAMS	250025	0788-7	199-51-6319.00-999-599000	PAINTING SUPPLIES	75.43	N
009601	05-22-2025	SIRCHIE ACQUISITION C	252119	1119808IN	199-52-6399.00-999-599000	Evidence supplies	59.15	N
009602	05-22-2025	TASBO	251023	430061	199-51-6411.00-999-599000	TASBO CERTIFICATION CLASSES	235.00	N
009603	05-22-2025	TASPA	252281	200019125	199-41-6399.00-750-599041	TASPA SUMMER CONF CRAWFO	305.00	N
			252281	200019124	199-41-6399.00-750-599041	TASPA LAW CONF CRAWFORD	200.00	N
						Totals for Check 009603	**505.00**	
009604	05-22-2025	THOA, INC	251958	E2905 SMIKAL	199-11-6411.00-001-522000	CONFERENCE REG SMIKAL	960.00	N
			251958	E2906 KELLY	199-11-6411.00-001-522000	CONFERENCE REGISTRATION	1,085.00	N
						Totals for Check 009604	**2,045.00**	
009605	05-22-2025	THOMAS BUS GULF	252143	02601046	199-34-6319.00-999-599000	School Bus Parts / Equipment	311.80	N
			252143	02601045	199-34-6319.00-999-599000	School Bus Parts / Equipment	288.12	N
			252143	02601001	199-34-6319.00-999-599000	School Bus Parts / Equipment	708.75	N
			252143	02600997	199-34-6319.00-999-599000	School Bus Parts / Equipment	116.25	N
			252143	02600998	199-34-6319.00-999-599000	School Bus Parts / Equipment	35.28	N
			252143	02600880	199-34-6319.00-999-599000	School Bus Parts / Equipment	294.38	N
			252143	02601079	199-34-6319.00-999-599000	School Bus Parts / Equipment	81.04	N
			252143	02601081	199-34-6319.00-999-599000	School Bus Parts / Equipment	1,034.39	N
			252260	02600932	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	19,648.90	N
			252260	02601078	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	623.60	N
			252260	02601060	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	535.59	N
			252260	02600946	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	229.29	N
			252260	02600936	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	56.93	N
			252143	02600457	199-34-6319.00-999-599000	School Bus Parts / Equipment	7,367.05	N
			252143	02601138	199-34-6319.00-999-599000	School Bus Parts / Equipment	1,048.23	N
			252260	02601239	199-34-6319.00-999-599000	Bus #351-Rebuilt Motor & Parts	1,177.62	N
				02596592	199-34-6319.00-999-599000	CORE RETURN	-195.00	N
				02601020	199-34-6319.00-999-599000	CORE RETURN	-726.59	N

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				02599435	199-34-6319.00-999-599000	INVOICE DOUBLE-PAID	-884.09	N
				02589014	199-34-6319.00-999-599000	INVOICE DOUBLE-PAID	-288.82	N
				WR02569906	199-34-6319.00-999-599000	WARRANTY CREDIT	-146.78	N
						Totals for Check 009605	**31,315.94**	
009606	05-22-2025	THOMPSON & HORTON	252293	7200	199-41-6211.00-702-599000	LEGAL FEES	3,955.00	N
			252293	72001	199-41-6211.00-702-599000	LEGAL FEES	1,191.25	N
			252293	71755	199-41-6211.00-702-599000	LEGAL FEES	2,283.75	N
						Totals for Check 009606	**7,430.00**	
009607	05-22-2025	THORNTON PRINTERS	252253	1953	199-11-6399.00-001-511000	NOTE CARDS FOR SENIOR NOTE	295.00	N
			006587	1954	199-11-6399.89-001-511000	GRADUATION PROGRAMS	4,340.00	N
						Totals for Check 009607	**4,635.00**	
009608	05-22-2025	UNIFIRST	252262	2670287228	199-34-6299.00-999-599000	Uniform Services	70.86	N
009609	05-22-2025	ATAT	252280	94202	199-11-6411.61-001-522000	FFA TEACHER CONF REG WATS	460.00	N
			252280	95817	199-11-6411.61-001-522000	FFA TEACHER CONF REG LISTEN	360.00	N
			252280	94140	199-11-6411.61-001-522000	FFA TEACHER CONF REG LONG	410.00	N
			252280	95449	199-11-6411.61-001-522000	FFA TEACHER CONF REG HART	370.00	N
						Totals for Check 009609	**1,600.00**	
009610	05-22-2025	WEX BANK	252208	104777987	199-34-6311.00-999-599000	WEX Fuel Credit Card	1,041.37	N
009611	05-29-2025	A TO Z SPECIALTIES	252136	33776	199-11-6399.93-041-511000	AWARD CEREMONY SUPPLIES	330.00	N
009612	05-29-2025	ACME ARCHITECTURAL	252184	2098703	429-51-6639.00-999-599050	TLE DOOR REPAIR	1,997.36	N
009613	05-29-2025	AT&T	250046	6772432018	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	2,836.20	N
			250046	8372171012	199-51-6259.71-999-599000	DISTRICT PHONE SERVICE	843.03	N
						Totals for Check 009613	**3,679.23**	
009614	05-29-2025	BENCHMARK EDUCATIO	252002	563159	199-11-6399.93-105-511000	Instructional Contingency	3,575.00	N
			252259	3271	263-11-6399.00-999-525000	Dual Classroom Renewal Sub.	641.67	N
						Totals for Check 009614	**4,216.67**	
009615	05-29-2025	BLICK ART MATERIALS	251994	5451499	199-11-6399.45-104-511000	ART SUPPLIES - R. ROSE	11.08	N
009616	05-29-2025	CHALK'S TRUCK PARTS	252221	416903/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	549.80	N
			252221	415367/1	199-34-6319.00-999-599000	School Bus Parts / Equipment	133.50	N
						Totals for Check 009616	**683.30**	
009617	05-29-2025	CHARLES RAWLS	006605	05/21-23	240-35-6411.00-999-599000	MEGA CONFERENCE TRAVEL	112.00	N
009618	05-29-2025	DAVID BEARDSLEY	006600	CN ACCT	240-00-5751.00-000-500000	CN ACCOUNT REFUND	26.50	N
009619	05-29-2025	MAC PIZZA MANAGEME	252160	#6 5/19 HS	199-13-6497.50-999-599000	PIZZA FOR EOY LEADERSHIP ME	67.92	N
009620	05-29-2025	EMMANUEL F SANCHEZ	252313	2242510	199-11-6299.00-999-523023	BILINGUAL ASSESSMENT	900.00	N
			252313	2242511	199-11-6299.00-999-523023	BILINGUAL ASSESSMENT	450.00	N
			251406	224259	224-11-6299.00-999-523000	EVALUATIONS	2,340.00	N
						Totals for Check 009620	**3,690.00**	
009621	05-29-2025	ENTERGY	250050	35008837093	168-51-6259.72-999-599000	SKATING RINK ELECTRICITY	1,084.19	N
			250049	70008735469	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	519.82	N
			250049	130007010252	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	294.75	N
			250049	445004665123	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	2,054.60	N
			250049	440003502146	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	51.37	N

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			250049	440003502145	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	500.59	N
			250049	440003502147	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	9,529.10	N
			250049	440003502148	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	10,748.49	N
			250049	175007961239	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	1,222.39	N
			250049	2026283444	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	14,008.80	N
			250049	115008184085	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	231.39	N
			250049	2026284187	199-51-6259.72-999-599000	DISTRICT ELECTRICITY	27,568.36	N
						Totals for Check 009621	**67,813.85**	
009622	05-29-2025	GRINGO'S MEXICAN KIT	252093	G14-223	199-13-6497.00-999-525000	BIL/ESL EOY LPAC Celebration	705.40	N
			252229	G14-221	199-51-6497.00-999-599000	EOY MAINT MEETING FOOD	500.00	N
						Totals for Check 009622	**1,205.40**	
009623	05-29-2025	HARDIES	006593	06484276	240-35-6341.00-001-599000	PRODUCE DELIVERED	1,556.15	N
			006593	06484276	240-35-6341.00-001-599021	PRODUCE DELIVERED	507.40	N
			006593	06484277	240-35-6341.00-041-599000	PRODUCE DELIVERED	1,125.32	N
			006593	06484277	240-35-6341.00-041-599021	PRODUCE DELIVERED	456.00	N
			006593	06484272	240-35-6341.00-101-599000	PRODUCE DELIVERED	1,070.36	N
			006593	06484272	240-35-6341.00-101-599021	PRODUCE DELIVERED	262.70	N
			006593	06484270	240-35-6341.00-102-599000	PRODUCE DELIVERED	892.71	N
			006593	06484270	240-35-6341.00-102-599021	PRODUCE DELIVERED	316.30	N
			006593	06484273	240-35-6341.00-104-599000	PRODUCE DELIVERED	1,378.18	N
			006593	06484273	240-35-6341.00-104-599021	PRODUCE DELIVERED	399.60	N
			006593	06484278	240-35-6341.00-105-599000	PRODUCE DELIVERED	1,142.24	N
			006593	06484278	240-35-6341.00-105-599021	PRODUCE DELIVERED	368.90	N
						Totals for Check 009623	**9,475.86**	
009624	05-29-2025	HILAND DAIRY FOODS C	006594	0523259050172	240-35-6341.00-001-599000	MILK DELIVERED	263.06	N
			006594	0523259050172	240-35-6341.00-001-599021	MILK DELIVERED	131.54	N
			006594	0519259044270	240-35-6341.00-041-599000	MILK DELIVERED	302.53	N
			006594	0521259047563	240-35-6341.00-041-599000	MILK DELIVERED	263.07	N
			006594	0523259050171	240-35-6341.00-041-599000	MILK DELIVERED	197.30	N
			006594	0519259044270	240-35-6341.00-041-599021	MILK DELIVERED	151.26	N
			006594	0521259047563	240-35-6341.00-041-599021	MILK DELIVERED	131.53	N
			006594	0523259050171	240-35-6341.00-041-599021	MILK DELIVERED	98.65	N
			006594	0519259044272	240-35-6341.00-101-599000	MILK DELIVERED	341.99	N
			006594	0521259047565	240-35-6341.00-101-599000	MILK DELIVERED	341.99	N
			006594	0523250018763	240-35-6341.00-101-599000	MILK DELIVERED	223.61	N
			006594	0519259044272	240-35-6341.00-101-599021	MILK DELIVERED	170.99	N
			006594	0521259047565	240-35-6341.00-101-599021	MILK DELIVERED	170.99	N
			006594	0523250018763	240-35-6341.00-101-599021	MILK DELIVERED	111.80	N
			006594	0519259044271	240-35-6341.00-102-599000	MILK DELIVERED	266.36	N
			006594	0521259047564	240-35-6341.00-102-599000	MILK DELIVERED	236.76	N
			006594	0523259050173	240-35-6341.00-102-599000	MILK DELIVERED	226.90	N
			006594	0519259044271	240-35-6341.00-102-599021	MILK DELIVERED	266.35	N
			006594	0521259047564	240-35-6341.00-102-599021	MILK DELIVERED	236.76	N
			006594	0523259050173	240-35-6341.00-102-599021	MILK DELIVERED	226.89	N
			006594	0519259044269	240-35-6341.00-104-599000	MILK DELIVERED	200.00	N

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			006594	0521259047562	240-35-6341.00-104-599000	MILK DELIVERED	400.00	N
			006594	0523259050170	240-35-6341.00-104-599000	MILK DELIVERED	300.00	N
			006594	0519259044269	240-35-6341.00-104-599021	MILK DELIVERED	155.14	N
			006594	0521259047562	240-35-6341.00-104-599021	MILK DELIVERED	231.36	N
			006594	0523259050170	240-35-6341.00-104-599021	MILK DELIVERED	232.71	N
			006594	0519259044268	240-35-6341.00-105-599000	MILK DELIVERED	429.54	N
			006594	0521259047561	240-35-6341.00-105-599000	MILK DELIVERED	429.54	N
			006594	0523259050169	240-35-6341.00-105-599000	MILK DELIVERED	265.30	N
			006594	0519259044268	240-35-6341.00-105-599021	MILK DELIVERED	214.76	N
			006594	0521259047561	240-35-6341.00-105-599021	MILK DELIVERED	214.76	N
			006594	0523259050169	240-35-6341.00-105-599021	MILK DELIVERED	132.65	N
						Totals for Check 009624	**7,566.09**	
009625	05-29-2025	HOUSTON COMMUNICA	252133	INV852864	199-23-6399.00-104-599000	RADIO PTT REPLACEMENT BUTT	37.50	N
009626	05-29-2025	INDIANA WESLEYAN UNI	006601	4SP2025 4.15.25	199-13-6221.00-999-599041	TUITION	15,864.00	N
009627	05-29-2025	JOERIS GENERAL CONT	002157	PRO24063	699-81-6629.00-999-599071	CSP, COST OF CONSTRUCT PC R	1,873,634.17	N
009628	05-29-2025	KYLIE LAWRENCE	006597	BOOK REIMB	199-41-6299.41-750-599041	BOOK REIMBURSEMENT	37.89	N
009629	05-29-2025	LABATT FOOD SERVICE	006595	05204492	240-35-6341.00-001-599000	FOOD DELIVERED	11,268.12	N
			006595	05204492	240-35-6341.00-001-599021	FOOD DELIVERED	152.81	N
			006595	05204492	240-35-6342.00-001-599000	FOOD DELIVERED	20.35	N
			006595	05204492	240-35-6342.00-001-599021	FOOD DELIVERED	20.35	N
						Totals for Check 009629	**11,461.63**	
009630	05-29-2025	LCD CONCEPTS, INC	252132	22654	699-81-6629.00-999-599073	NEW JH TOUCHSCREEN TV'S	155,581.00	N
009631	05-29-2025	THE LETCO GROUP,LLC	252305	2036742	199-51-6319.00-999-599000	FILL FOR TLE	105.50	N
009632	05-29-2025	MACGILL & CO.	252051	IN0900286	199-33-6399.00-999-599000	CLINIC SUPPLIES	6.11	N
			252051	IN0899396	199-33-6399.00-999-599000	CLINIC SUPPLIES	5,694.99	N
						Totals for Check 009632	**5,701.10**	
009633	05-29-2025	MASTERYPREP LLC	251488	13372	199-11-6321.00-001-511039	Boot Camp SAT	5,700.00	N
009634	05-29-2025	MCGRAW-HILL EDUCATI	252258	136769130001	263-11-6399.00-999-525000	Secondary DL Resources	5,851.80	N
009635	05-29-2025	PINNACLE MEDICAL MA	250834	113903	199-34-6218.00-999-599000	Physicals & Drug Tests	812.00	N
009636	05-29-2025	PURIFY	252083	141295839318	199-51-6259.74-999-599000	WWTP/WTP CHEMICAL SERVICE	173.00	N
009637	05-29-2025	RAYGAN WALTON	006598	BOOK REIMB	199-41-6299.41-750-599041	BOOK REIMBURSEMENT	22.42	N
009638	05-29-2025	REGION VI - ED. SERV.	006604	074453	199-13-6411.00-999-599043	PD SESSION 566928	100.00	N
			252198	074417	199-33-6411.00-999-599000	NURSE CONFERENCE	100.00	N
			251658	074465	199-34-6239.00-999-599000	School Bus Certification	120.00	N
			252316	074464	199-34-6239.00-999-599000	School Bus Certification	240.00	N
						Totals for Check 009638	**560.00**	
009639	05-29-2025	ROCIO REYES ROBLED	006599	BOOK REIMB	199-41-6299.41-750-599041	BOOK REIMBURSEMENT	37.89	N
009640	05-29-2025	SHERWIN WILLIAMS	250025	6335-8	199-51-6319.00-999-599000	PAINTING SUPPLIES	9.34	N

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
009641	05-29-2025	SIENVIROMENTAL ,LLC	250326	156757	199-51-6259.74-999-599000	WWTP/WTP OPERATIONS	4,905.20	N
			250308	156756	199-51-6259.74-999-599000	WWTP/WTP LABS	676.20	N
			252192	156695	199-51-6259.74-999-599000	WWTP/WTP SERVICES	505.00	N
						Totals for Check 009641	**6,086.40**	
009642	05-29-2025	SWICEGOOD MUSIC CO	251687	R226129	199-11-6249.29-041-511000	BAND REPAIRS	110.00	N
			251687	R231915	199-11-6249.29-041-511000	BAND REPAIRS	110.00	N
			251687	R231932	199-11-6249.29-041-511000	BAND REPAIRS	225.00	N
			251687	R232414	199-11-6249.29-041-511000	BAND REPAIRS	85.00	N
			251687	R232382	199-11-6249.29-041-511000	BAND REPAIRS	85.00	N
						Totals for Check 009642	**615.00**	
009643	05-29-2025	T-MOBILE USA INC.	250019	996011067	199-34-6397.00-999-599000	HOT SPOT REQUIRED	30.45	N
			251319	ACCT#20190020	429-52-6299.00-999-599054	CAMPUS ER CELL PHONES	276.48	N
						Totals for Check 009643	**306.93**	
009644	05-29-2025	TAB TECHNOLOGIES, LL	002100	10139	699-81-6629.00-999-599074	TAB OF THE HVAC FOR HS ADD	4,670.00	N
009645	05-29-2025	TASB	006596	672975	199-41-6212.00-750-599000	HR OPERATIONS REVIEW	11,400.00	N
009646	05-29-2025	TEPSA	006606	200036543	199-13-6411.00-105-599000	CONF CANEL FEE	250.00	N
009647	05-29-2025	TEXAS COMPTROLLER	006603	ACCT#1703	199-51-6495.00-999-599025	MEMBERSHIP	100.00	N
009648	05-29-2025	TEXAS EDUCATION AGE	006607	21528042170907	199-41-6499.00-750-599000	NON COMPLIANCE PAYMENT	2,304.00	N
009649	05-29-2025	THE MASTER TEACHER,	252138	116807679	199-11-6399.00-104-511000	OF THE MONTH AWARDS	1,003.10	N
009650	05-29-2025	THOMAS BUS GULF	252307	02601308	199-34-6319.00-999-599000	School Bus Parts / Equipment	666.04	N
			252307	02601008	199-34-6319.00-999-599000	School Bus Parts / Equipment	546.75	N
			252307	02601471	199-34-6319.00-999-599000	School Bus Parts / Equipment	4,097.37	N
						Totals for Check 009650	**5,310.16**	
009651	05-29-2025	THORNTON PRINTERS	252304	1958	199-00-1312.00-000-500000	6TH GR ENVELOPES	920.00	N
009652	05-29-2025	TURNER & TOWNSEND	000135	PJIN0043660	699-81-6629.00-999-599073	BOND PROGRAM MANAGEMENT	30,280.50	N
			000135	PJIN0043660	699-81-6629.00-999-599074	BOND PROGRAM MANAGEMENT	30,280.50	N
						Totals for Check 009652	**60,561.00**	
009653	05-29-2025	UNITED DATA TECHNOL	252175	0500325882	699-81-6629.00-999-599073	NEW JH NETWORK EQUIPMENT	68,625.05	N
			252284	0500326179	699-81-6629.00-999-599073	NEW JH NETWORK EQUIPMENT	5,427.35	N
						Totals for Check 009653	**74,052.40**	
009654	05-29-2025	UNIFIRST	252262	2670289164	199-34-6299.00-999-599000	Uniform Services	69.38	N
009655	05-29-2025	WEAVER	006602	10858864	199-41-6212.00-750-599000	PROGRESS BILLING	11,250.00	N
136591	05-28-2025	FIRST FINANCIAL ADMIN	DEDCH		863-00-2153.00-310-500000	MAY DED LIFE INSURANCE	702.80	N
			DEDCH		863-00-2153.00-311-500000	MAY DED LIFE INSURANCE	9,375.06	N
			DEDCH		863-00-2159.00-203-500000	MAY DED HSA	2,066.66	N
			DEDCH		863-00-2159.00-204-500000	MAY DED MISCELLANEOUS DED	12,951.62	N
			DEDCH		863-00-2159.00-205-500000	MAY DED DEPENDENT CHILD CA	1,649.98	N
			DEDCH		863-00-2159.00-300-500000	MAY DED MISCELLANEOUS DED	2,348.60	N
			DEDCH		863-00-2159.00-312-500000	MAY DED MISCELLANEOUS DED	1,990.42	N
			DEDCH		863-00-2159.00-313-500000	MAY DED MISCELLANEOUS DED	212.00	N
			DEDCH		863-00-2159.00-314-500000	MAY DED MISCELLANEOUS DED	297.00	N

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			DEDCH		863-00-2159.00-315-500000	MAY DED MISCELLANEOUS DED	2,649.20	N
			DEDCH		863-00-2159.00-504-500000	MAY DED MISCELLANEOUS DED	131.00	N
			DEDCH		863-00-2159.00-505-500000	MAY DED MISCELLANEOUS DED	24,120.48	N
			DEDCH		863-00-2159.00-506-500000	MAY DED MISCELLANEOUS DED	6,395.64	N
			DEDCH		863-00-2159.00-507-500000	MAY DED MISCELLANEOUS DED	10,765.38	N
			DEDCH		863-00-2159.00-508-500000	MAY DED MISCELLANEOUS DED	3,556.80	N
			DEDCH		863-00-2159.00-509-500000	MAY DED MISCELLANEOUS DED	1,786.66	N
			DEDCH		863-00-2159.00-510-500000	MAY DED MISCELLANEOUS DED	3,301.68	N
			DEDCH		863-00-2159.00-511-500000	MAY DED MISCELLANEOUS DED	1,505.52	N
			DEDCH		863-00-2159.00-520-500000	MAY DED MISCELLANEOUS DED	2,394.00	N
			DEDCH		863-00-2159.00-613-500000	MAY DED MISCELLANEOUS DED	9,080.46	N
						Totals for Check 136591	**97,280.96**	
136592	05-28-2025	TEXAS CLASSROOM TE	DEDCH		863-00-2159.00-802-500000	MAY DED MISCELLANEOUS DED	190.18	N
136593	05-28-2025	TIVA	DEDCH		863-00-2159.00-709-500000	MAY DED MISCELLANEOUS DED	31.16	N
136594	05-28-2025	HORACE MANN INSURA	DEDCH		863-00-2159.00-403-500000	MAY DED TAX SHEL. ANNUITY	2,310.19	N
136595	05-28-2025	TEXAS AFT ASSOCIATE	DEDCH		863-00-2159.00-804-500000	MAY DED MISCELLANEOUS DED	287.00	N
136596	05-28-2025	TCG ADMINISTRATORS	DEDCH		863-00-2159.00-100-500000	MAY DED 457 DEFERRED COMP.	7,372.34	N
			DEDCH		863-00-2159.00-415-500000	MAY DED TAX SHEL. ANNUITY	15,894.00	N
			DEDCH		863-00-2159.00-416-500000	MAY DED ROTH ANNUITY	5,189.00	N
			DEDCH		863-00-2159.00-418-500000	MAY DED PAYROLL DEDUCTION	4,400.00	N
			DEDCH		863-00-2159.00-419-500000	MAY DED 457 DEFERRED COMP.	5,350.00	N
						Totals for Check 136596	**38,205.34**	
136597	05-28-2025	GEORGIA DEPARTMENT	DEDCH		863-00-2159.00-104-500000	MAY DED MISCELLANEOUS DED	79.92	N
136598	05-28-2025	FLORIDA STATE DISBUR	DEDCH		863-00-2159.00-105-500000	MAY DED MISCELLANEOUS DED	15.08	N
E00033	05-08-2025	NASCO EDUCATION	251829	693653	199-11-6399.00-001-522000	READY SET TEACH BABIES	4,037.20	Y
E00034	05-08-2025	PRIME CONTRACTORS,	251158	APP. 06	699-81-6629.00-999-599072	CSP, COST OF CONSTRUCT GL R	1,474,249.90	Y
E00035	05-08-2025	QUILL CORP.	252167	43846178	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	1,870.47	Y
			252121	43800385	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	61.11	Y
			252121	43809279	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	264.81	Y
			252121	43808428	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	285.18	Y
			252121	43808207	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	1,022.10	Y
						Totals for Check E00035	**3,503.67**	
E00036	05-15-2025	CARRIER CORPORATIO	002003	907735047	699-81-6629.00-999-599072	HVAC EQUIPMENT FOR GLE	63,316.00	Y
			002003	907735049	699-81-6629.00-999-599072	HVAC EQUIPMENT FOR GLE	423,838.00	Y
						Totals for Check E00036	**487,154.00**	
E00037	05-15-2025	LAKESHORE LEARNING	252153	90742525	199-11-6399.00-101-523000	SUPPLIES FOR CLASSROOM	435.99	Y
E00038	05-15-2025	PLATINUM COPIER SOL	250278	589962645	169-36-6269.00-001-591000	DISTRICT COPIER LEASE	293.32	Y
			250278	589962645	199-11-6269.00-001-511000	DISTRICT COPIER LEASE	847.45	Y
			250278	589962645	199-11-6269.00-001-522000	DISTRICT COPIER LEASE	73.33	Y
			250278	589962645	199-11-6269.00-041-511000	DISTRICT COPIER LEASE	494.52	Y
			250278	589962645	199-11-6269.00-101-511000	DISTRICT COPIER LEASE	301.39	Y

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			251350	589962370	199-11-6269.00-102-511000	DISTRICT COPIER	433.49	Y
			250278	589962645	199-11-6269.00-104-511000	DISTRICT COPIER LEASE	301.39	Y
			250278	589962645	199-11-6269.00-105-511000	DISTRICT COPIER LEASE	301.39	Y
			250278	589962645	199-11-6269.00-999-511000	DISTRICT COPIER LEASE	108.34	Y
			250278	589962645	199-21-6269.00-999-523023	DISTRICT COPIER LEASE	135.05	Y
			250278	589962645	199-23-6269.00-001-599000	DISTRICT COPIER LEASE	217.03	Y
			250278	589962645	199-23-6269.00-041-599000	DISTRICT COPIER LEASE	135.05	Y
			250278	589962645	199-23-6269.00-101-599000	DISTRICT COPIER LEASE	135.05	Y
			250278	589962645	199-23-6269.00-102-599000	DISTRICT COPIER LEASE	135.05	Y
			250278	589962645	199-23-6269.00-104-599000	DISTRICT COPIER LEASE	135.05	Y
			251350	589962370	199-23-6269.00-105-599000	DISTRICT COPIER	194.29	Y
			250278	589962645	199-31-6269.00-001-599000	DISTRICT COPIER LEASE	81.97	Y
			250278	589962645	199-34-6269.00-999-599000	DISTRICT COPIER LEASE	135.05	Y
			250278	589962645	199-41-6269.00-750-599000	DISTRICT COPIER LEASE	243.39	Y
			250278	589962645	199-51-6269.00-999-599000	DISTRICT COPIER LEASE	70.25	Y
			250278	589962645	199-52-6269.00-999-599000	DISTRICT COPIER LEASE	73.33	Y
			250278	589962645	199-53-6269.00-999-599000	DISTRICT COPIER LEASE	73.33	Y
			250278	589962645	240-35-6269.00-999-599000	DISTRICT COPIER LEASE	70.24	Y
						Totals for Check E00038	**4,988.75**	
E00039	05-15-2025	QUILL CORP.	252141	43832914	199-13-6399.00-105-599000	Pro Dev General	219.17	Y
			252141	43832094	199-13-6399.00-105-599000	Pro Dev General	126.63	Y
						Totals for Check E00039	**345.80**	
E00040	05-15-2025	RABA KISTNER INC	251027	H020129	699-81-6629.00-999-599072	GLE MATERIALS OBSERVATION/T	35,255.87	Y
E00041	05-15-2025	SYMMETRY ENERGY SO	250142	20116514	199-51-6259.73-999-599000	DISTRICT GAS UTILITY	4,003.22	Y
E00042	05-15-2025	THE STEPPING STONES	252264	M0242938	199-11-6299.00-999-523023	HOMESCHOOL SERVICES	900.00	Y
			252264	0244239	199-11-6299.00-999-523023	HOMESCHOOL SERVICES	450.00	Y
						Totals for Check E00042	**1,350.00**	
E00043	05-22-2025	CERAMICS STORE OF H	252125	11650	199-11-6399.45-001-511000	ART - KILN SUPPLIES	579.47	Y
E00044	05-22-2025	HUCKABEE & ASSOCIAT	000223	105078	699-81-6629.00-999-599071	ARCHITECT DESIGN SVCS-PC RE	3,066.32	Y
			001089	105077	699-81-6629.00-999-599072	ARCHITECT DESIGN SVCS-GL RE	11,947.97	Y
						Totals for Check E00044	**15,014.29**	
E00045	05-22-2025	LAKESHORE LEARNING	252171	90772513	199-13-6399.00-999-525000	BIL/ESL Dual Language PD	1,626.40	Y
E00046	05-22-2025	MUSIC AND ARTS	251257	INV051270289	199-11-6249.29-001-511000	R. MEADOWS - BAND	376.00	Y
E00047	05-22-2025	QUILL CORP.	252244	44043832	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	484.10	Y
			251787	43125624	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	781.45	Y
			252195	43900455	199-00-1312.00-000-500000	DISTRICT STOCK 2024-25	1,752.20	Y
						Totals for Check E00047	**3,017.75**	
E00048	05-22-2025	TERRACON CONSULTA	000597	TN74473	699-81-6629.00-999-599071	GEOTECHNICAL SVCS/PEACH CR	564.50	Y
E00049	05-29-2025	CERAMICS STORE OF H	250631	11907	199-11-6399.45-999-511055	ART SUPPLIES/CLASSROOM	299.40	Y
E00050	05-29-2025	HUCKABEE & ASSOCIAT	000224	105076	699-81-6629.00-999-599073	ARCHITECT DESIGN SVCS-NEW J	61,392.77	Y
			000224	104624	699-81-6629.00-999-599073	ARCHITECT DESIGN SVCS-NEW J	17,657.27	Y
						Totals for Check E00050	**79,050.04**	

For the Month of May

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
E00051	05-29-2025	LYNCH'D FACILITY SOLU	250572	00010	699-81-6629.00-999-599000	CONSTRUCTION CONSULTING	11,386.36	Y
E00052	05-29-2025	MONTGOMERY CENTRA	250040	SALES 10001	199-99-6213.00-703-599000	APPRAISAL DISTRICT QTRLY FEE	52,434.00	Y
E00053	05-29-2025	PRIME CONTRACTORS,	251158	APP. 07	699-81-6629.00-999-599072	CSP, COST OF CONSTRUCT GL R	2,492,310.75	Y
E00054	05-29-2025	TERRACON CONSULTA	001985	TN89164	699-81-6629.00-999-599071	MATERIALS TESTING SVCS PCE	1,025.25	Y
E00055	05-29-2025	THE STEPPING STONES	252264	M0246745	199-11-6299.00-999-523023	HOMESCHOOL SERVICES	900.00	Y

Total Checks **13,049,698.51**

End of Report

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: Jun 16, 2025

AGENDA ITEM NAME: Approval for Bluebonnet Learning training with Great Minds as part of the Strong Foundations Implementation grant for $272,000.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Priority 1

BACKGROUND INFORMATION: As part of the Strong Foundations Grant to support Bluebonnet Learning Math for grades K-Algebra 1, we are contracting with Great Minds to provide implementation support. This allotment is a requirement of the grant.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board of Trustees of Splendora Independent School District approve the Great Minds training for $272,000.

ATTACHMENTS: **25-26 SFI Grant Expenditure**

RESOURCE PERSONNEL: Carrie Reed- Chief Learning Officer, Staci Davis- Stem Coordinator, Dawn Jackson-Director of Curriculum

RECOMMENDED MOTION: I move to approve $272,000 in grant funds for Great Minds as part of the Strong Foundations Implementation Grant.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Renewal of Property/Casualty Insurance with Texas Political Subdivisions

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): **Priority 4**: Focus on strategic alignment of financial and operational systems for long-term district growth

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 $585,982, which is an increase of $15,893. Some of the reasons for the increases are the addition of vehicles to our fleet, new assets, human additions, SISD Construction Additions, and a 1% wind & hail deductible.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees of Splendora ISD approve the renewal of Property/Casualty Insurance with Texas Political Subdivisions

ATTACHMENTS: **SISD 25-26 TPS Renewal Quote.pdf**
Interlocal Agreement - Splendora ISD.pdf
SISD 25-26 P&C Ins Renewal Compairison.pdf

BUDGET INFORMATION:

RESOURCE PERSONNEL: Jennifer Stafford, Director of Purchasing; Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the renewal of Property/Casualty Insurance with Texas Political Subdivisions.

SUMMARY OF PROPOSAL

Splendora ISD

07-01-2025 to 07-01-2026

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
General Liability	Various See Proposal Page	$5,538
School Board Legal Liability	$15,000 Per Claim	$21,063
Law Enforcement	$5,000 Each and Every Claim	$3,941
Auto Liability	Various See Proposal Page	$68,784
Physical Damage	Various See Proposal Page	$41,477
Property	Refer to Property Proposal	$435,380
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	$1,495
Cyber Liability	Refer to Highlights	$6,168
Crisis Management	Refer to Highlights	Included at no charge
Foreign & Domestic Terrorism	$10,000 Per Occurrence	Applies to Property coverage only
	Total Contribution	**$583,846**

SPECIAL CONDITIONS:

Please note that TPS has revised the Property Casualty Interlocal Agreement effective 1/1/25. A copy has been included with the proposal. A signed copy will be required upon binding.

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.

A completed and signed renewal Cyber application will be required upon binding.
Pricing contemplates TPS writing all lines of coverage quoted.
This proposal shall automatically expire as of the effective date.
Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

GENERAL LIABILITY

Splendora ISD

07-01-2025 to 07-01-2026

Proposal

	LIMITS / DEDUCTIBLES
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
No Deductible Applies to the Above	
Fire Damage to Rented Premises	$100,000
Medical Payments	$5,000
Employee Benefits (Not Claims-Made)	Included in General Liability Each Occurrence Limit of Self-Insurance
Employee Benefits Aggregate	Included in General Liability General Aggregate Limit (Subject to a Maximum Annual Aggregate of $1,000,000)
Employee Benefits Deductible Limit	$1,000
General Liability	$5,538
Cyber Liability	$6,168
Total Contribution	**$11,706**

INCLUDED COVERAGES	EXCLUDED COVERAGES
Occurrence Form	Employee-Related Claims
Bodily Injury	Polution
Property Damage	Asbestos
Personal Injury	Coverage for:
Advertising Injury	All Hospital Operations
Additional Coverage for:	Contractors
Elected and Appointed Officials	Law Enforcement Professional Liability (including security guard operations)
Members of Boards or Commissions	School Board Legal Liability
Employees & Volunteers	
	Terrorism
Incidental Medical Malpractice	Mold
Employee Benefits Liability	
Corporal Punishment	

Applicable Addenda:

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SCHOOL BOARD LEGAL LIABILITY

Splendora ISD

07-01-2025 to 07-01-2026

Proposal

Limits of Self-Insurance	
Annual Aggregate	$1,000,000
Per Claim	$1,000,000
Per Claim Deductible	$15,000
Retro Date	None - Full Prior Acts
Total Contribution	**$21,063**

HIGHLIGHTS	**EXCLUDED COVERAGES**	**CONDITIONS of PROPOSAL**
Claims-Made Coverage Defense costs in additions to limits Pays on Behalf of Duty to Defend 60 Day Notice of Cancellation Sexual Misconduct Limited Non-Percuniary Defense	Punitive or Exemplary Damages Student-Student Sexual Abuse	Coverage must be written in conjunction with General Liability coverage.

Applicable Addenda:
405

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

LAW ENFORCEMENT LEGAL LIABILITY

Splendora ISD

07-01-2025 to 07-01-2026

Proposal

Limits of Self-Insurance	
Maximum Limit of Self-Insurance Each Claimant:	$1,000,000
Maximum Limit of Self-Insurance, Each Law Enforcement Occurrence:	$1,000,000
Maximum Aggregate Limit of Self-Insurance, all Claims for all covered Law Enforcement Occurrences	$1,000,000
Deductible (each and every Claim)	$5,000
Total Contribution	**$3,941**

HIGHLIGHTS	EXCLUDED COVERAGES	CONDITIONS of PROPOSAL
Pays of behalf of Occurrence Duty to Defend Defense costs in addition to limits Broad definition of Covered Party Wrongful Acts including Civil Rights 60 Day Notice of Cancellation	Intentional Acts Punitive Damages	Coverage must be written in conjunction with General Liability coverage.

Applicable Addenda:

702

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

AUTOMOBILE

Splendora ISD

07-01-2025 to 07-01-2026

COVERAGE	LIMITS	DEDUCTIBLE
Liability:		Refer to declaration page
BI - Each Person	$ 100,000	$ 2,500
BI - Each Accident	$ 300,000	Per Claim / Per Claimant
PD - Each Accident	$ 100,000	
Collision	Actual Cash Value	$1,000
Comprehensive	Actual Cash Value	$1,000
HIRED Collision	$75,000	$1,000
HIRED Comprehensive	$75,000	$1,000

	Contributions:
Liability	$68,784
Physical Damage	$40,235
Hired Car Physical Damage	$1,242
Total Contribution:	**$110,261**

HIGHLIGHTS	**EXCLUDED COVERAGES**	**CONDITION of PROPOSAL**
60 day notice of cancellation Broad definition of Covered Party Hired PhysDam on a EXCESS Basis All owned, hired and non-owned vehicles for liability, including vehicles under long-term lease. Automatic coverage on vehicles acquired during policy term subject to annual self-audit.	Refer to coverage document for details. Personal Injury Protection Medical Payments Uninsured/Underinsured Motorists Terrorism Mold	This proposal contemplates **138 vehicles** based on the schedule provided. Anuual Payment ONLY Contribution adjusted at anniversary to reflect unit changes

Applicable Addenda:
207, 209, 216a, 237, 241

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

Deletion of any coverage is subject to Underwriter approval prior to binding.
Automobile coverage may be written on a monoline basis subject to Underwriter approval

PROPERTY

Splendora ISD

07-01-2025 to 07-01-2026

Limit of Self-Insurance		
Property	$163,884,823	
Equipment Breakdown	$163,884,823	
Causes of Loss	All Risk of Direct Physical Loss or Damage	
Basis of Coverage	**Blanket**	
Valuation	Replacement Cost except ACV on Contractor's Equipment & Other IM Coverages	
Deductibles:		
Any Other Coverage Loss	$100,000	Per Occurrence
Windstorm/Hail*	**1%**	of Total Insurable Values at the time of the loss at each location subject to a minimum of $500,000 any one Occurrence for all loss or damage arising out of Wind/Hail
Earth Movement	$150,000	Per Occurrence
Flood	$200,000	Per Occurrence
Equipment Breakdown	$10,000	Per Accident
Basic Contribution	$432,104	
Electronic Data, Media and Hardware	$1,909	
Contractor's Equipment	$833	
Musical/Band Instruments & Uniforms	$534	
Total Contribution:	**$435,380**	

OTHER COVERAGES	BASIC LIMITS
Newly Acquired Property	$10,000,000
Extra Expense	$5,000,000
Valuable Papers and Records	$5,000,000
Property In Transit	$1,000,000
Accounts Receivable	$5,000,000
Demolition Cost & ICC (Coverage A, B & C)	A-Included B-$1,000,000 & C-$1,000,000
Flood & Earth Movement	$10,000,000
Spoilage	$250,000
Outdoor Property (max per item may apply)	$1,000,000
Miscellaneous Unnamed Locations	$5,000,000
Unscheduled Tracks & Fields	$2,500,000

Applicable Addenda:
304, 308, 343, 365a

** For the purpose of the windstorm/hail deductible each line item reported on SOV constitutes a separate location. It will apply to the total value at that location (sum of building content and TE, if applicable).*

The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

By binding this coverage, the Member consents to the survey of some or all of the Member's buildings and /or property by drone videos/photos utilizing a drone operated by a commercially licensed sUAS Remote Pilot.

The following location will be excluded since it is vacant: the Pre-K Center located at 26175 FM 2090, Splendora, Texas 77372.

SPECIAL EQUIPMENT

Splendora ISD

07-01-2025 to 07-01-2026

Proposal

COVERAGE	Values:	Causes of Loss	Valuation:	Deductible: Per Occurence	Contribution
Electronic Data, Media and Hardware	$2,302,600	All risk of Direct Physical Loss or Damage	RCV	$2,500	$1,909
Contractor's Equipment	$300,000	All risk of Direct Physical Loss or Damage	ACV	$2,500	$833
Musical/Band Instruments & Uniforms	$642,513	All risk of Direct Physical Loss or Damage	ACV	$2,500	$534

Total Contribution: Included in Property Proposal

SPECIAL CONDITIONS:

Coverage will not be written without Property Coverage.

Please refer to the Coverage Document for complete coverages and exclusions.

CRIME

Splendora ISD

07-01-2025 to 07-01-2026

Proposal

Crime Coverages:	**Single Loss Limit of Self-Insurance**	**Single Loss Deductible Amount**
Coverage A - Fidelity/Employee Dishonesty Limit	$100,000	$1,000
Coverage B - Forgery or Alteration	$50,000	$1,000
Coverage C - On Premises	$50,000	$1,000
Coverage D - In Transit	$50,000	$1,000
Coverage E - MO & Counterfeit Money	$50,000	$1,000
Coverage F - Computer Fraud	$50,000	$5,000
	Total Contribution	**$1,495**

Applicable Addenda & Coverage Forms:
617

Please refer to the Coverage Document, Coverage Forms & Addenda for complete coverages and exclusions.

SPECIAL CONDITIONS:

TEXAS POLITICAL SUBDIVISIONS JSIF CYBER LIABILITY HIGHLIGHTS

GENERAL TERMS	
Carrier	Chubb
A.M. Best Rating	A++ (Superior)
Consultants	Chubb Vendors & Partners: TPS utilizes an approved Chubb list for members Cyber Breach Coach, Forensics & Investigations, Notification & Monitoring and Public Relations to provide cyber management services.
Policy Number	EON G29012052 005
Territory	Territory is Worldwide unless amended with Excluded Countries
Deductibles	$25,000 for members with revenues below $50,000,000, $50,000 for members with revenues between $50,000,000-$250,000,000 & $100,000 for members with revenues greater than $250,000,000 ***social engineering deductible is $100,000 per member*** ***Member deductibles do not erode Chubbs limit. After a member deductible is satisfied the member has access to full limits***
Annual Aggregate	$1,000,000 for All Other $2,000,000 available to members with total revenues of $100,000,000+ with underwriting approval. $100,000 for Social Engineering Fraud & Payment Card
Ransomware Encounter Endorsement	If the proximate cause of a ransom loss were directly related to the member not having MFA implemented, the member's deductible would be $100,000. Endorsement only applies if a member does not have MFA implemented for access to Email or Network. Additionally, the endorsement does not apply to any other type of loss, only ransom losses.
Neglected Software Exploit Endorsement	If a member knew (first known date) a patch, fix, or mitigation technique was available but did not implement it and had a loss directly related to not implementing the patch, fix, or mitigation technique 46 days after the first known date, the members limit for that loss would be reduced, and a coinsurance percentage would apply per this Period of Neglect chart. Period of Neglect - % of Coinsurance - Limit: 46-90 days - 5%/95% - $500k, 91-180 days - 10%/90% - $250k, 181-365 days - 25%/75% - $150k or 365+ days - 50%/50% - $100k. Coinsurance defined: If a loss of this type occurred, the normal member deductible would apply, then the member shares in the coinsurance limit split (member/Chubb) up to the limit for that period of neglect.

COVERAGE	LIMIT/WAITING PERIOD		COVERAGE DESCRIPTION
		First Party Coverage	
CYBER INCIDENT RESPONSE FUND			
Notification	**Limit**	$1,000,000	Provides coverage for drafting notification letters and reports and communicates as required with any regulatory, administrative, or supervisory authority. Retaining call center and other related services for notification as required by law. Notifying a natural person whose PI has been wrongfully disclosed or otherwise compromised, including retaining a notification service.
Credit Monitoring	**Limit**		Provides credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services.
Public Relations	**Limit**		Provides expenses related to retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of or mitigating financial harm to the insured.
Forensics Investigation	**Limit**		Provides expenses for retaining the services of a third-party computer forensics firm to determine the cause and scope of a cyber incident.
Criminal Reward	**Limit**		Provides any reasonable amount to an informant or information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible.
Limits for Non-Panel Providers $250,000/$250,000			
BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES			
Business Interruption Loss & Extra Expenses	**Limit**	$1,000,000	Provides coverage for continuing normal operating and payroll expenses (net profit before tax) that would have been earned had no interruption in service of an Insured's computer system occurred.
	Waiting Period	< $250M Revenues = 12 Hours & > $250M Revenues = 18 Hours	
CONTINGENT BUSINESS INTERUPTION LOSS & EXTRA EXPENSES			
Contingent Business Interruption Loss & Extra Expenses	**Limit**	$1,000,000	Provides coverage for continuing normal operating and payroll expense (net profit before tax) that would have been earned had no interruption in service of a shared computer system occurred.
	Waiting Period	< $50M Revenues = 12 Hours, > $50M- < $250M Revenues = 18 Hours & > $250kM Revenues = 24 Hours	
DIGITAL DATA RECOVERY			
Data Recovery	**Limit**	$1,000,000	Provides reasonable & necessary costs incurred by an insured to replace, restore, recreate, re-collect or recover digital data from written records or form partially or fully matching electronic records. Includes loss from fraudulent infiltration & manipulation of Telephone System.
NETWORK EXTORTION THREAT			
Network Extortion	**Limit**	$1,000,000	Provides reasonable & necessary expenses incurred, including money, cryptocurrencies (including Bitcoin), or other considerations surrendered as payment.
CYBER CRIME			
Social Engineering Fraud	**Limit**	$100,000	Covers payment for loss of money or securities sustained directly from Social Engineering Fraud committed by a person purporting to be a vendor, client, or employee.
		Third Party Liability Coverage	
CYBER, PRIVACY & NETWORK SECURITY LIABILITY			
Liability	**Limit**	$1,000,000	Covers any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any insured.
PAYMENT CARD LOSS			
Payment Card Loss	**Limit**	$100,000	Covers monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries due to the actual or alleged failure of payment card loss.
REGULATORY PROCEEDINGS			
Regulatory Proceedings	**Limit**	$1,000,000	Covers regulatory fines of any civil monetary fine or penalty imposed by a federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.
ELECTRONIC, SOCIAL & PRINT MEDIA LIABILITY			
Electronic, Social & Print Media	**Limit**	$1,000,000	Covers damages and claim expenses related to any error, misstatement, misleading statement, act, omission, or neglect of breach of duty actually or allegedly committed or attempted by an insured. Or posted on the insured's website, printed material, or posted on any social media site or anywhere on the internet.

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

This is a summary of coverage. Please refer to the policy form & endorsements for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at www.tpspool.org

Revised on May 29, 2024

TEXAS POLITICAL SUBDIVISIONS JSIF
CRISIS MANAGEMENT (Workplace Violence) HIGHLIGHTS

GENERAL TERMS			
Carrier	Beazley Group (Lloyd's Syndicate 2623/0623)		
Insured	TPS Property and Liability Members (Insured person means a human third party individual, who is in or on the location(s), except when specifically excluded under any Section of this Policy. Insured person does not include the assailant of any deadly weapon event.)		
A.M. Best Rating	A+ (Superior)		
Consultants	CrisisRisk Strategies LLC: Crisis Response (Event Responder) Firm approved to provide crisis management services (www.crisisrisk.com).		
Policy Number	B0507NU2502855		
Deductible	$0 for Crisis Management Services, Event Responder, and AD&D. $10,000 for each Deadly Weapons Event.		
Type	Occurrence and in the Aggregate		
Limits	$2,250,000 each occurrence w/$2,250,000 Aggregate (see below for sub-limits)		
Purpose	Provided as a value added service to assist TPS member's in the event of a workplace violence or similar crisis event. Submission of member's most recent property Statement-of-Values (SOV) is required upon renewal.		
Triggering Event	Deadly weapon event means any event involving an assailant where a weapon has been used or brandished on any member location(s) that was provided to TPS in the member's SOV.		
COVERAGE	**LIMIT/INDEMNITY/WAITING PERIOD**		**COVERAGE DESCRIPTION**
PROPERTY DAMAGE			
Property Damage	**Limits**	$2,250,000 w/$2,250,000 AGG	Indemnifies against physical loss or physical damage to insured property caused by a deadly weapon event. In the event that fire or sprinkler leakage ensues from a deadly weapon event, then physical loss or physical damage to insured property directly caused by that ensuing fire or sprinkler leakage is included. Additionally: A. The costs incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed; B. The costs incurred in the removal of debris, including biological cleaning and sanitizing; C. The costs incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set; D. The costs incurred in replacing locks to external doors if security at the location(s) is compromised in consequence.
ACCIDENTAL DEATH & DISMEMBERMENT			
AD&D	**Per Person Limit**	$50,000	Benefit for loss of limb, mutilation, loss of sight, loss of speech, loss of hearing, permanent total disability or death.
	Aggregate Limit	$2,250,000	
MEDICAL EXPENSES			
Medical Expenses	**Limits**	$25,000 w/$2,250,000 AGG	Reimburses for payments made to an eligible person, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the eligible person as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the location(s).
	Indemnity Period	356 Days	
CRISIS MANAGEMENT SERVICES			
Crisis Management Services	**Limits**	$2,250,000 w/$2,250,000 AGG	Provides for the reasonable & necessary expense, in connection with a deadly weapon event, incurred in the provision of crisis management services directly after such deadly weapon event. Includes, but not limited to, emergency travel & accommodation for eligible person(s) & their immediate family member(s), child care for the immediate family member(s) of eligible person(s), brand rehabilitation, public relations, media management, legal, crisis counselling, site security, remediation, recovery & restoration.
		$250,000 w/$1,000,000 AGG	Additionally at underwriters sole and entire discretion, they will consider other expense costs not listed above which are directly incurred.
	Indemnity Period	90 Days & 1st Anniversary	
CIRCUMSTANCE - EVENT RESPONDER			
Event Responder	**Limit**	Unlimited (outside limit)	Provides for event responder fees associated with the provision of Prevention Services and Crisis Response by the event responder following any specific circumstance.
COUNSELLING SERVICES			
Counselling Services	**Limits**	$350,000 Each Event	Provides for reasonable and necessary expense incurred in the provision of counselling services to any eligible person and their immediate family member(s) in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		$15,000 Each Person	
		$1,000,000 AGG	
FUNERAL EXPENSES			
Funeral Expenses	**Limits**	$350,000 Each Event	Provides for reasonable and necessary funeral expenses incurred in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		$15,000 Each Person	
		$1,000,000 AGG	
EXTRA EXPENSE EXTENSION FOR THREAT ENDORSEMENT			
Extra Expense Extension for Treat	**Limits**	$350,000 Each Event	Additionally insures for the reasonable and necessary extra expense incurred following a threat.
		$1,000,000 AGG	
EXTRA EXPENSE EXTENSION ENDORSEMENT			

Extra Expense Extension	**Limits**	$350,000 Each Event	Provides for the reasonable and necessary extra expense incurred in order to continue as nearly as practicable the normal conduct of business services following a deadly weapon event.
		$1,000,000 AGG	
	Indemnity Period	356 (all other) or 30 (prevention of access) Days	
LOSS OF TUITION FEES EXTENSION ENDORESMENT			
Loss of Tuition Fees	**Limits**	$250,000 Each Loss	In the event of a deadly weapon event that occurs during the period of insurance, provides for the actual loss sustained resulting directly from the reduction in tuition fees during the period of indemnity.
		$2,250,000 AGG	
	Indemnity Period	356 Days	
DEMOLITION, CLEARANCE & MEMORIALIZATION COSTS EXTENTION ENDORSEMENT			
Demolition, Clearance & Memorialization Costs	**Limits**	$250,000 Each Event	Provides for reasonable and necessary costs, for demolition, removal, memorial, incurred as a direct result of a deadly weapon event.
		$10,000 Each Loss for Memorial Plaques	
		$1,000,000 AGG	
OFF-SITE COVERAGE EXTENSION ENDORSEMENT			
Off-Site Coverage	**Limits**	$250,000 Each Event	Off-site incident means a deadly weapon event which occurs during the period of insurance at a location in the United States other than the insured location, to an employee or insured person who was participating in a sporting event sanctioned or acting within the scope of his or her employment at the time of the off-site incident. If a deadly weapon event occurs at an off-site location that has not previously been agreed prior to the event and where such event / activity was being conducted under your care, custody and control then only liable to pay the event responder fees.
		$1,000,000 AGG	
CHILD ABDUCTION EXTENSION ENDORSEMENT			
Child Abduction	**Limits**	$250,000 Each Event	In the event of an Abduction of a Covered Child that occurs during the Period of Insurance, the Underwriters shall be liable for the loss sustained by the Named Insured directly attributable to, either, the Abduction or to the Named Insured's efforts to counter or mitigate the effects of the Abduction, and which will comprise.
		$1,000,000 AGG	
	Indemnity Period	Varies	
SWATTING ENDORSEMENT			
Swatting Endorsement	**Limits**	$250,000 Each Event	Anonymous threat coverage means a situation, action, event, behavior, or information containing a threat made against you or a report of a fictitious Deadly Weapon Event, either to an emergency service provider or to you directly, which does not come from an identifiable assailant. We will only be liable to provide crisis management support and counselling services as defined in the policy and its endorsements.
		$1,000,000 AGG	
BUSINESS INTERRUPTION EXTENSION ENDORSEMENT			
Business Interruption Extension	**Limits**	$2,250,000 Each Loss	A direct result of the necessary interruption of your business services due to prevention of access to any of your location(s) by order of a civil or military authority, provided that such order is a sole and direct result of a deadly weapon event occurring at such location(s) and for a period of time not exceeding thirty (30) consecutive days from the date of such deadly weapon event.
		$2,250,000 AGG	
	Indemnity Period	356 Days	

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

Should you require immediate assistance with an incident or possible incident, contact the CrisisRisk Strategies LLC Event Responder 24-hour/7-day @ 860-677-3790 or DWP@crisisrisk.com

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at www.tpspool.org

Revised on March 14, 2025

TEXAS POLITICAL SUBDIVISIONS JSIF TERRORISM HIGHLIGHTS

GENERAL TERMS	
Carrier	Ironshore Insurance Service LLC (A Liberty Mutual Company)
Insured	TPS Property Members
A.M. Best Rating	A (Excellent)
Policy Number	3642600
Territory	United States
Deductibles	$10,000 (24 hour Ingress/Egress/Service Interruption)
Limit	$100,000,000 Per Occurrence & In The Aggregate
Type	Foreign & Domestic Terrorism/Sabotage (real property)
Purpose	Provided to assist TPS members in the event of a Property Terrorism Event

COVERAGE	LIMIT/INDEMNITY PERIOD/MILES		COVERAGE DESCRIPTION
		Underlying Sublimits	
ACCOUNTS RECEIVABLE			
Accounts	**Limit**	$250,000	As per property coverage document.
BUSINESS INTERRUPTION			
Business	**Limit**	$1,000,000	Available if applied for.
CIVIL OR MILITARY AUTHORITY			
Civil or Military Authority	**Limit**	$1,000,000	Actual loss sustained during the period of time when access to real or personal property is prohibited by an order of civil or military authority.
	Indemnity Period	30 days	
	Miles	1	
DEBRIS REMOVAL EXPENSES			
Debris Removal Expenses	**Limit**	$1,000,000	Covers the necessary and reasonable expense of removal from locations of debris.
DECONTAMINATION COSTS EXCLUDING NCBR			
Decontamination Costs	**Limit**	$250,000	Covers decontamination costs excluding nuclear, chemical, biological and radiological.
DEMOLITION & ICC			
Demolition & ICC	**Limit**	$1,000,000	Covers enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property.
ELECTRONIC DATA PROCESSING EQUIPMENT MEDIA (Physical Damage Only)			
Electronic Data Processing	**Limit**	$1,000,000	As per property coverage document.
ERROR & OMISSIONS			
Error & Omissions	**Limit**	$1,000,000	Covers direct physical loss or damage due to any error or unintentional omission.
FINE ARTS			
Fine Arts	**Limit**	$250,000	Covers breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture: antique jewelry or similar fragile articles, unless such breakage.
FIRE PROTECTIVE SYSTEMS			
Fire Protective	**Limit**	$10,000	As per property coverage document.
INGRESS/EGRESS			
Ingress/Egress	**Limit**	$1,000,000	Provides coverage for actual loss sustained during the period of time when ingress to or egress from the real or personal property is prohibited.
	Indemnity Period	30 days	
	Miles	1	
KEY & LOCK EXPENSE			
Key & Lock	**Limit**	$250,000	Covers necessary key & lock expenses.
LANDSCAPING			
Landscaping	**Limit**	$10,000	Covers minimal landscape expense.
LEASEHOLD INTEREST			
Leasehold Interest	**Limit**	$1,000,000	Available if applied for.
MISSCELLANEOUS UNNAMED LOCATIONS			
Miscellaneous Unnamed	**Limit**	$1,000,000	As per property coverage document.
	Indemnity Period	30 days	
NEWLY ACQUIRED LOCATIONS			
Newly Acquired Locations	**Limit**	$10,000,000	As per property coverage document.
	Indemnity Period	90 days	
PRESERVATION OF PROPERTY			
Preservation of Property	**Limit**	$250,000	Reimburses expenses incurred in taking reasonable and necessary actions for the temporary protection and preservation of property.
PROFESSIONAL FEES			
Professional Fees	**Limit**	$250,000	Covers reasonable and necessary expenses incurred to accountants, architects, auditors, engineers, or other professionals or employees to prepare and certify particulars or details of claims.
RELOCATION EXPENSE			
Relocation	**Limit**	$1,000,000	Covers necessary relocation expense.
RENTAL INCOME			
Rental Income	**Limit**	$1,000,000	Available if applied for.

SERVICE INTERRUPTION			
Service Interruption	**Limit**	$1,000,000	Covers physical loss or damage to property and/or time element coverage arising form physical loss or damage.
	Indemnity Period	30 days	
	Miles	1	
SOFT COSTS			
Soft Costs	**Limit**	$250,000	Covers necessary soft costs.
TRANSIT			
Transit	**Limit**	$250,000	Covers loss resulting from loss or damage to property in transit.
VALUABLE PAPERS			
Valuable Papers	**Limit**	$250,000	As per property coverage document.

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions.

Revised on October 31 2018

TEXAS POLITICAL SUBDIVISIONS
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND
INTERLOCAL AGREEMENT
CONTRACT NUMBER F0688

(Guaranteed Cost Plan For Pooled Political Subdivisions)

This Interlocal Agreement entered into by and between the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to as "Fund") and the undersigned political subdivision of the State of Texas (hereinafter referred to as "Fund Member") is for the purpose of providing property, casualty and/or liability coverage, and other risk management services as needed for the "Fund Member" and their employees.

WITNESSETH:

The undersigned Fund Member, in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the interpretations thereof, along with other authorizing statutes, including Chapter 2259, Subchapter B of the Texas Government Code pertaining to other risks or hazards, and in consideration of other political subdivisions executing similar Interlocal Agreements, does hereby agree to become a Member of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

SECTION I. - DEFINITIONS

Throughout the Texas Political Subdivisions Joint Self-Insurance Fund Interlocal Agreement, words and phrases that appear in bold have special meaning. They are defined below.

a. **Allocated Loss Expense -** the costs incurred in processing claims, including but not limited to court costs, expenses for investigation and adjustment of claims, legal expenses, cost containment services (such as PPO discounts, rehabilitation services, medical management services), costs in protection and pursuit of subrogation/recovery rights, and similar expenses chargeable to a particular claim (excluding ordinary overhead expenses of the Fund and/or its designee such as salaries and other fixed expenses which shall be deemed unallocated expenses).

b. **Board -** the Board of Trustees of the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund.

c. **Coverage Document(s) -** the annual document or documents for each line of coverage selected by the Fund Member, setting forth in exact detail the coverages, limits of self-insurance, deductibles, exclusions and conditions. The lines of coverage available to the Fund Member may include Property, General Liability, Automobile Liability and Physical Damage, School Board Legal Liability, Law Enforcement Legal Liability, Public Officials Legal Liability, Crime, Cyber, Crisis, and/or such other coverages that the Fund may offer.

d. **Loss -** the sums actually paid or payable by the Fund in the settlement or satisfaction of any claim or suit for which a Fund member is liable either by adjudication or settlement made with the written consent of the Fund.

SECTION II. - TERMS AND CONDITIONS

1. **Non-Assessable.** The Fund is a non-assessable self-insurance pool.

2. **Risk Sharing Agreement.** The Fund is a self-insurance risk pool through which its Members agree to share risk and actively participate in their contractual obligations to lessen the risk and cost for all Members. This document and any **Coverage Document(s)** are not contracts of insurance. The Fund is not an insurance company. Rather, this Interlocal Agreement is an agreement between the Fund and the Fund Member to pay all covered **Losses** subject to all provisions, including the definitions, terms, and conditions of this Interlocal Agreement, along with any **Coverage Document(s)** issued pursuant hereto.

3. **Program Participation.** At the Fund's discretion, each Fund Member may adopt any or all of the self-insurance coverages offered by the Fund. Whichever self-insurance coverage(s) the Fund Member accepts, the Fund Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions and limitations of the applicable **Coverage Document(s)**. The limits of self-insurance, optional coverages and deductibles selected by the Fund Member will be shown on the Declarations of each **Coverage Document**.

   The Fund Member should examine the deductible provisions of the **Coverage Document(s)** selected to determine the Fund Member's obligations to reimburse the Fund if the Fund pays part or all of any deductible in handling a **Loss**, claim or suit. The Fund Member should also examine the deductible provisions to determine the expenditures that the Fund may make that apply to and may exhaust any deductible selected.

4. **Non-Waiver of Texas Tort Claims Act.** If the Fund Member adopts one or more of Fund's self-insurance plan(s) which cover liability exposures, it is understood that by participating in this self-insurance pool, the Fund Member does not intend to waive any of the immunities that its officers or employees now possess. The Fund Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations, and that by executing this Agreement does not agree to expand those limitations.

5. **Contributions.** The Fund Member agrees to pay contributions to the Fund based on the Fund's rating system. Contributions are payable to the Fund on an annual basis in advance of the Fund Members' effective date, and subsequently, in advance of the anniversary of the Fund Member's effective date.

6. **Failure to Pay Contributions.** In the event the Fund Member fails or refuses to make payments of contributions on a timely basis as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro rata for the period(s) preceding contract termination. Any Fund Member that is terminated hereunder shall forfeit any of the refunds that have not been paid prior to the date of termination.

7. **Self-Audits.** Prior to each anniversary of the effective date of this Agreement, the Fund may obtain from the Fund Member data as requested by the Fund in the form of a self-audit that may be used to determine the final contribution for the previously ended coverage period unless otherwise waived by the Fund. Based on the data submitted, a final contribution by the Fund Member or return of contribution to the Fund Member will be calculated. The Fund reserves the right to audit the relevant records of any Fund Member.

8. **Exposure Summary.** Commensurate with the execution of this Agreement and annually thereafter, the Fund Member shall complete the appropriate exposure summary. Intentional misstatements on the exposure summary shall be grounds for cancellation.

9. **Loss Control Services.** Loss control services will be supplied by the Fund and/or its designee to Fund Members to assist them in following a plan of loss control that may result in reduced **Losses**. The undersigned Fund Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing hazards that would contribute to **Losses**. The Fund Member's failure to cooperate with reasonable loss control recommendations shall constitute a material breach of this Agreement. In the event that the recommendations submitted on behalf of the Fund seem unreasonable, the Fund Member shall have the right to appeal to the **Board**, and the decision of the **Board** shall be final. The Fund makes no warranty on Fund loss prevention recommendations.

10. **Administration of Claims.** Pursuant to the terms and conditions of the applicable self-insurance **Coverage Documents**, the Fund and/or its designee agrees to administer any and all claims after notice of claim has been given and to provide a defense where appropriate. The Fund Member hereby appoints the Fund and/or its designee as its agent to act in all matters pertaining to processing and handling of all claims and shall cooperate fully in supplying any information needed or helpful in the administration of those claims. The Fund and/or its designee shall carry on all negotiations with any third parties or their representatives and negotiate within authority granted by the Fund, including, without limitation, decisions concerning claim values, payment due on claims, settlement, subrogation, litigation, and/or appeals. The Fund and/or its designee shall retain and supervise legal counsel on behalf of and at the expense of the Fund (subject to any applicable deductible) as necessary for the prosecution and defense of any litigation.

11. **Choice of Defense Counsel.** At the sole option of the Fund and/or its designee, a Fund Member may be allowed to choose the legal counsel it deems most appropriate for the handling of any individual claim.

12. **Decisions on Individual Claims.** All decisions on individual claims shall be made by the Fund and/or its designee, which includes the decision to appeal or not to appeal a final adjudication at the trial court level. However, any Fund Member shall have the right to consult with the Fund and/or its designee on any claim and have the right to appeal any decision made by the Fund and/or its designee to the **Board**. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Fund Member and/or its officers or employees.

13. **Claims Data.** Periodically each Fund Member will be provided data including a statement of claims cumulative for said Fund Member by Effective Date of that Fund Member.

14. **Claims Handling After Termination for Failure to Pay Contributions.** If this Agreement is terminated as provided for in Section II, Paragraph 6, those claims handling services provided by the Fund and/or its designee as described in Section II, Paragraphs 10 and 11 will continue on those claims occurring prior to the termination of this Interlocal Agreement until they are ultimately and finally disposed of and closed. All other obligations under this Interlocal Agreement will end on the date of termination or expiration.

15. **Case Reserves.** The Fund shall maintain case reserves and supplemental reserves computed in accordance with generally accepted actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due.

16. **Unencumbered Monies.** The Fund shall invest unencumbered monies in accordance with **Board** approved guidelines. All monies that are on deposit with the Fund, and the investment earnings from these particular monies, shall be used for the benefit of the Fund Members until such time as the **Board** may deem that it is financially prudent to declare excess contribution refunds. No current or former Fund Member is entitled to an individual allocation or portion of Members' Equity (Fund "surplus").

17. **Sufficient Insurance and/or Reinsurance.** The Fund shall at all times maintain adequate insurance and/or reinsurance to protect the financial integrity of the Fund. This insurance and/or reinsurance is provided so that Fund Members will have no joint or several liability other than their required contribution and to insure that the Fund Member shall at no time be on an assessable basis beyond the amount set forth in this Interlocal Agreement. The **Board**, however, reserves the right to adjust the insurance and/or reinsurance coverage

18. **Annual Audit of Fund.** The Fund agrees that all Fund transactions will be audited annually by an independent certified public accounting firm.

19. **Rating Mechanisms.** In order to have a complete and well-understood basis for required contributions to the Fund, various rating mechanisms have been utilized as a guide. There is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance or any other regulatory authorities. Any word or phrase used in this Interlocal Agreement, which is ordinarily used in the insurance context, but not in the self-insurance context, shall be construed as consistent with the self-insurance concept except where the context clearly indicates no other possible construction.

20. **Annual Actuarial Report and Operational Responsibility.** As the parties responsible for the Fund, the **Board** and the Administrative Staff shall primarily and constantly keep foremost in its deliberations and decisions in operating the Fund that each of the participating Fund Members is a "self-insured." In conjunction with the annual Actuarial Report, the Fund and/or its designee shall carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Fund Members in order to maintain as nearly as possible an equitable and reasonable administration of the Fund as applied to each Fund Member.

21. **Fund Member to Appoint Coordinator.** The Fund Member agrees that it will appoint a Coordinator of department head rank or higher and that the Fund and/or its designee shall not be required to contact any other individual except this person. Any notice to or any agreements with the Coordinator shall be binding upon the Fund Member. The Fund Member may change the Coordinator by giving written notice to the Fund. The appointment of a Coordinator does not prohibit the Fund from contacting other employees of the Fund Member.

22. **Fund Member to Abide by Bylaws and Policies.** The Fund Member acknowledges that it has received a copy of the Bylaws of the Fund, and it agrees to abide by these Bylaws and any amendments thereto and any and all policies and procedures of the Fund.

23. **Duty to Notify Fund of Changes.** The Fund Member shall have a duty to notify the Fund of any material changes to its operations or exposures. The Fund Member further agrees to timely provide all necessary information to the Fund and/or its designee and to timely execute all necessary documents as may be needed or required for the administration of the Fund.

24. **Right of Appeal to Board of Trustees.** The Fund Member shall have the right to appeal any decision or recommendation of the Fund and/or its designee to the **Board**, whose determination will be final. Any appeal shall be made in writing to the Fund Secretary within 60 days of decision or recommendation of the Fund and/or its designee.

25. **Right to Recovery.** The Fund Member shall take no action to release, discharge or impair its right to seek recovery of any amounts paid under this Agreement from any person or entity legally responsible for the property damage, bodily injury, or death for which such payment is made. Nor may the Fund Member assign such rights without the express, written approval of the Fund.

26. **Dissolution of the Fund.** Upon dissolution of the Fund formed pursuant to this and similar Agreement(s) with Fund Members, any assets of the Fund shall be used to pay its debts and obligations, and any remaining assets shall be distributed to the Fund Members or used for any other lawful purpose, as determined by the **Board**.

27. **Entire Agreement.** This Interlocal Agreement, together with all the Amendments, Supplements and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous Interlocal Agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

28. **Severability; Interpretation.** If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.

29. **Responsibility for Negligence, Errors or Omissions.** It is the intent of the Parties that the Fund and/or its designee and the Fund Member each shall bear responsibility for any of its own negligence or its own error or omission, including, but not limited to claims alleging violations of the Texas Insurance Code, the Deceptive Trade Practices and Consumer Protection Act, and the common law duty of good faith.

30. **Fund Accountability.** The Fund and/or its designee shall not be held accountable for any increased cost or expense to the Fund Member involving payments of claims under any contention by the Fund Member that a claim service, risk management service, loss control service, or administrative service could have been handled differently.

31. **Dispute Resolution.** This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to the Texas Local Government Code:

    a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Interlocal Agreement including an appeal to the Fund's **Board** as described by Section II, Paragraph 12 hereinabove. A good-faith appeal to the **Board** is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.

    b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Dallas County, Texas before a mediator approved by both parties; and

    c. Any suit against the Fund must be brought in Dallas County, Texas.

    In the event of a lawsuit or formal adjudication between a Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

32. **Waiver and Estoppel.** No provision of this Interlocal Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

33. **Amendment by Notice.** The Fund may amend this Interlocal Agreement upon renewal for any reason including changes to the terms. The Fund shall provide the Fund Member written notice of such amendment, which shall only apply prospectively. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

34. **Assignment.** This Interlocal Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. The Fund Member shall not transfer any interest in Fund claim-related payments to any third party, including, but not limited to, litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

35. **Authorization.** By the execution of this Interlocal Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Chief Executive Officer or equivalent, or the designated Coordinator named pursuant to Section II, Paragraph 21 hereinabove, to approve and bind the Fund Member to any current or future **Coverage Document(s)** entered into pursuant to this Agreement.

36. **Notice.** Unless expressly stated otherwise in this Interlocal Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TPS Self-Insurance Fund, P.O. Box 803356, Dallas, TX 75380. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Fund Member's Chief Executive Officer or equivalent, or the designated Coordinator, and mailed to the Fund Member's physical or electronic address of record on file with the Fund.

37. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall remain in force and effect until terminated as hereinafter provided. This Agreement may be terminated by (a) mutual consent or by (b) either party by giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**

TO BE COMPLETED BY FUND MEMEBER

Splendora ISD	
Fund Member Name	Signature of Authorized Official
Date	Type Name
	Title

THE PROPERTY CASUALTY COORDINATOR FOR THE FUND MEMBER IS:

Coordinator Name & Title:	Jennifer Stafford
Mailing Address:	23419 FM 2090, Splendora, TX 77372
Street Address:	
Telephone Number:	281-689-3128
Fax Number:	281-689-7509

TO BE COMPLETED BY TPS FUND OFFICE

July 01, 2025	F0688
Effective Date of Agreement	Contract Number
	
	5/27/2025
Signature of Fund Secretary	Date

Splendora ISD Property & Casualty Insurance Renewal 2025-26

COVERAGE	EXPOSURES	Expiring 2024-25	Renewal 2025-26
General Liability	Student Population	4,957	5,717
School Board Legal Liability	Faculty Count	785	898
Law Enforcement Liability	Officers	9	11
Cyber Liability	Revenue/Budget	$50,401,131	$56,649,389
Auto Liability	Auto Unit Count	118	138
Auto Physical Damage	Auto Unit Values - Physical Damage	$6,104,594	$7,915,976
Property	Property Total Insured Values	$163,047,823	$163,884,823
COVERAGE	**LIMIT / DEDUCTIBLE**	**PREMIUM**	**PREMIUM**
General Liability	$1,000,000 Per Occurrence - Deductible Nil	$4,847	$5,538
School Board Legal Liability	$1,000,000 Per Claim - Deductible $15,000	$21,231	$21,063
Law Enforcement Liability	$1,000,000 Per Occurrence - Deductible $5,000	$2,734	$3,941
Cyber Liability	$1,000,000 per incident - Deductible $50,000	$4,856	$6,168
Auto Liability	BI: $100K per Person - Deductible$2,500 BI: $300K per Accident - Deductible$2,500 PD: $100K each Accident - Deductible$2,500	$58,906	$68,784
Auto Physical Damage	Actual Cash Value - Deductible $1,000	$32,741	$41,477
Property	Replacement Cost Value - Decuctible $25,000	$440,685	$435,380
Crime	Various refer to proposal	$1,477	$1,495
Storage Tank Pollution	$2,000,000 Per Incident - Deductible $25,000	$2,612	$2,136
TOTAL		**$570,089**	**$585,982**

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Arbitrage Rebate Compliance Services Agreement

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Priority 4: Focus on strategic alignment of financial and operational systems for long-term district growth.

BACKGROUND INFORMATION: N/A

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees of Splendora ISD approve the renewal of the Agreement for Arbitrage Rebate Compliance Services between Splendora Independent School District and Hilltop Securities Asset Management, LLC.

ATTACHMENTS: **Arbitrage Agreement with Hilltop Securities 2025.pdf**

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the renewal of the Agreement for Arbitrage Rebate Compliance Services between Splendora Independent School District and Hilltop Securities Asset Management, LLC.

Form No. 148(f); Revised 02/01/2022

AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
SPLENDORA INDEPENDENT SCHOOL DISTRICT
(Hereinafter Referred to as the "*ISSUER*")
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "HSAM")

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "***Obligations***" or "***Bonds***"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "***Arbitrage Amount***") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "***Code***"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the "***Agreement***") between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.

3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:

   a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;

   b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and

   c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:

   a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.

   b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.

   c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.

5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

No Coordination with Private Activity Regulations

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.

7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

Obligations Issued Subsequent to Initial Agreement

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:

   a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided

to HSAM with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed.

Acceptance of Agreement

10. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Counterpart Signatures

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

Governing Law

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance

13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By_____

Brian Helming, Managing Director

Date_____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the SPLENDORA INDEPENDENT SCHOOL DISTRICT,

on this the _____ day of _____, _____.

By_____
Authorized Representative

Title _____

Printed Name _____

APPENDIX A - FEES

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	FEE
ANNUAL CALCULATION PERIOD FEE	**$1,600**
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
• Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items	**INCLUDED**
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	**$3,000**

EXPLANATION OF TERMS:

a. **Bond Year**: A "Bond Year" is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.

b. **Computation Date**: A "Computation Date" is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later then 5 years after the previous Computation Date and at final maturity of the issue.

c. **Calculation Period:** A "Calculation Period" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5**.**

d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.

e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.

f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of $25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.

g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.

h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.

i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached $100,000 during the year. In

cases where the earnings reach or exceed the $100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially "adopts" the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.

l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: RFP 25-10 Technology Equipment & Services, Software, Online Learning & Subscriptions

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): **Priority 4**: Focus on strategic alignment of financial and operational systems for long-term district growth

BACKGROUND INFORMATION: In accordance with state bid laws, legal notices regarding RFP 25-05 Technology Equipment & Services, Software, Online Learning & Subscriptions were published in the Conroe Courier. Thirty-eight companies responded. It is recommended that RFP 25-10 be awarded to the companies that best meet the specifications and the District's needs as presented in the bid document. The companies recommended are listed on the following pages. The estimated amount of the contract is as needed during the fiscal year.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees of Splendora ISD approve the vendors recommended.

ATTACHMENTS: List of vendors recommended for approval.

BUDGET INFORMATION:

RESOURCE PERSONNEL: Jennifer Stafford, Purchasing; Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the vendors recommended for RFP 25-10.

AeroFrohne (Derrick Anthony Frohne)
Age of Learning. Inc.
Amira Learning, Inc. (Amira)
At Home Articulation, Inc.
Avant Assessment LLC
Bedford, Freeman & Worth Publishing Group LLC
Benchmark Education Company LLC
Bilingual Planet
Brainingcamp
Cut Time LLC
Discovery Education, Inc.
ESGI, LLC
Gipper Media, Inc.
HubbleIQ Inc
Ignite Reading PBC
Imagine Learning LLC
Ivy Bound Tutors (Firm Connections, LLC)
IXL Learning, Inc.
LCD Concepts, Inc
Lightspeed Technologies, Inc.
LowCostEarbuds.com (The Black Vault, Inc.)
MagicSchool
MakeMusic, Inc.
McGraw Hill LLC
Micro Integration
Noregon Systems, LLC
Raise 3D Technologies, Inc
Rosetta Stone, LLC
Savvas Learning Company LLC (Gateway Education Holdings LLC)
School Specialty LLC
Securly, Inc
Summit K12 Holdings Inc
ThinkCERCA.com, Inc.
True North Consulting Group
Uncharted Learning, NFP
UTJ Holdco, Inc. DBA Teaching Strategies, LLC
Vector Solutions (ScenarioLearning, LLC)
Wyebot, Inc.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: RFP 25-11 Commercial Waste Management Services

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): **Priority 4**: Focus on strategic alignment of financial and operational systems for long-term district growth

BACKGROUND INFORMATION: In accordance with state bid laws, legal notices regarding RFP 25-11 Commercial Waste Management Services were published in the Conroe Courier. We emailed out 14 invitations and had one response. It is recommended that RFP 25-11 be awarded to Republic Waste, who best meet the specifications and the District's needs as presented in the bid document. The estimated amount of the contract is as needed during the fiscal year.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees of Splendora ISD approve the vendors recommended.

ATTACHMENTS:

BUDGET INFORMATION: General funds

RESOURCE PERSONNEL: Jennifer Stafford, Purchasing; Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the vendor recommended for RFP 25-11.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Review and Adopt Policy Update 125

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): N/A

BACKGROUND INFORMATION:

(LOCAL) Policy Action List

BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDB(LOCAL): BOARD INTERNAL ORGANIZATION - BOARD COMMITTEES

BDF(LOCAL): BOARD INTERNAL ORGANIZATION - ADVISORY COMMITTEES

EI(LOCAL): ACADEMIC ACHIEVEMENT

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the board adopt local policies in Update 125.

ATTACHMENTS: 125 Local Update Packet

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. Dustin Bromley, Superintendent

RECOMMENDED MOTION: I move that the board add (LOCAL) policies as offered by TASB Policy Service for consideration, and according to the Instruction Sheet for TASB Localized Policy Manual Update 125.

Localized Policy Manual Update 125

170907 Splendora ISD

Update 125 contains local policies that require board action and adoption notification before we can incorporate the revisions into your district's Policy Online® manual. Local policies are completely within the control of each local school board. You may use the draft local policies provided, amend them, or write your own policy to meet your district's unique needs.

Please note that legal framework documents, which are not adopted by the board, will not be published on Policy Online until the board acts on the local policies or the district 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** menu, click **Numbered Updates**, then click **UPDATE 125**.
2. Download and save the numbered update resource materials for Update 125.
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]

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[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

Localized Policy Manual Update 125

Splendora ISD

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, 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 125 includes revisions to legal framework documents based on regulatory changes, including amendments to the Texas Administrative Code. Changes to local policies offered for consideration address the following topics:

- Election of board officers
- Board committees
- Advisory committees
- Partial academic credit
- School safety transfers
- Attendance for credit

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 125 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).

Scope of Work

Numbered updates involve timely monitoring of statutory sources and regulations, comprehensive review of affected policies, and revisions that are both substantive and related to format, to ensure the legal framework reflects current laws and regulations.

The legal framework documents are drafted and revised by TASB Policy and Legal Services, including attorneys who spend many hours monitoring, researching, analyzing, and drafting. Update 125 took more than 125 legal hours to complete. At a conservative cost of $250 per hour, this legal work provides an approximate value of $31,250. This estimate does not take into consideration the consulting, editing, and production hours that go into providing customized local policy recommendations.

The price of the update is calculated based on pages that are substantively edited, not on the total page count. When changes are made to correct typographical errors or style modifications, there is no charge. TASB Policy Service always endeavors to provide updates to you at the lowest cost possible while maintaining high-quality standards.

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

Legal framework documents:

- 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

Inspect your district's administrative procedures and documents — including exhibits, regulations, handbooks, and guides — that may be affected by Update 125 policy changes. If you need to make changes to the regulations or exhibits contained in your board policy manual, please notify your policy consultant.

The *Regulations Resource Manual*[6] contains model regulations and forms and is available in the Governance and Management Library (TASB login required).

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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.

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[1] Policy Online: https://pol.tasb.org/
[2] Policy Consultant contact information: https://pol.tasb.org/Member/PolicyConsultant/Details
[3] Local Manual Updates: https://pol.tasb.org/Member/LocalManualUpdates
[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

Instruction Sheet

TASB Localized Policy Manual Update 125

Splendora ISD

Code	Type	Action To Be Taken	Note
AIA	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
B	(LEGAL)	Replace table of contents	Revised table of contents
BBD	(LEGAL)	Replace policy	Revised policy
BDAA	(LOCAL)	Replace policy	Revised policy
BDB	(LEGAL)	Replace policy	Revised policy
BDB	(LOCAL)	Replace policy	Revised policy
BDF	(LEGAL)	Replace policy	Revised policy
BDF	(LOCAL)	ADD policy	See explanatory note
BJB	(LEGAL)	Replace policy	Revised policy
CBA	(LEGAL)	Replace policy	Revised policy
CKA	(LEGAL)	Replace policy	Revised policy
CKC	(LEGAL)	Replace policy	Revised policy
CLA	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNB	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
DEAB	(LEGAL)	Replace policy	Revised policy
DMA	(LEGAL)	Replace policy	Revised policy
EHBAA	(LEGAL)	Replace policy	Revised policy
EHBAD	(LEGAL)	Replace policy	Revised policy
EHBAF	(LEGAL)	Replace policy	Revised policy
EHBE	(LEGAL)	Replace policy	Revised policy
EHDE	(LEGAL)	Replace policy	Revised policy
EI	(LOCAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
FDA	(LEGAL)	Replace policy	Revised policy
FDE	(LOCAL)	Replace policy	Revised policy
FEC	(LOCAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFAC	(LOCAL)	No policy enclosed	See explanatory note
FFB	(LEGAL)	Replace policy	Revised policy
FOC	(LEGAL)	Replace policy	Revised policy
FOF	(LEGAL)	Replace policy	Revised policy

Explanatory Notes

TASB Localized Policy Manual Update 125

Splendora ISD

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions to 19 Administrative Code 97.1003(f)(3), effective February 10, 2025, prompted edits at Local Accountability Plan — Submission and Audit Standards.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

A citation to the Administrative Code has been adjusted at the end of the policy.

B(LEGAL) LOCAL GOVERNANCE

The Section B Table of Contents has been updated to reflect revised names for policies BDB, Board Committees, and BDF, Advisory Committees.

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 61.1(b)(7), which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Identifying and Reporting Abuse to clarify the location of the requirements.

BDAA(LOCAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are recommended to this local policy on board officer duties and requirements. At Board Officers, the sentence indicating that the board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the board, manages staff assignments, including providing support to the board.

BDB(LEGAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Internal Committees to Board Committees.

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

This policy has been revised in coordination with BDF(LOCAL) to clarify the difference between board committees and advisory committees. Accordingly, the subtopic of this code has been changed from Internal Committees to Board Committees, and new provisions are recommended to establish how board committees are formed and outline their purpose. Text addressing Dissolution of board committees is also recommended for inclusion. The language previously at Special Committees has been moved to BDF(LOCAL).

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Citizen Advisory Committees to Advisory Committees.

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

This new local policy is recommended for inclusion to coordinate with the changes at BDB. The subtopic of this code has been changed from Citizen Advisory Committees to Advisory Committees. Language has been moved here from BDB(LOCAL) and updated to clarify how advisory committees are formed and the parameters of their responsibilities. A section on Dissolution of the committees is also recommended for inclusion.

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BJB(LEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT

New rules at 19 Administrative Code 103.1213 regarding the Sentinel system were adopted on December 13, 2024, and a new section on required reporting in that system after a superintendent change has been added to this legal framework.

CBA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

Revisions reflect amendments at 19 Administrative Code 61.1034, effective April 13, 2025, to clarify the criteria a district must meet to be eligible for the New Instructional Facility Allotment (NIFA). Additional information about NIFA has also been included to outline eligibility provisions and the application process. NIFA was created in 1999 for districts to provide for operational expenses associated with the opening of a new instructional facility and is available to all public school districts that meet the requirements of the statute and rule.

CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SAFETY AND SECURITY AUDITS AND MONITORING

New rules at 19 Administrative Code 103.1213, effective December 15, 2024, relating to the Sentinel system prompted revisions to this legal framework on safety and security audits and monitoring. A section on Reporting Through Sentinel has been added, and additional changes reflecting new reporting requirements for vulnerability assessments and intruder detection audits have been made.

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

The new rules regarding the Sentinel system necessitated additional language regarding the Texas School Safety Center's uploading of multihazard emergency operation plans to that system. The new rules became effective December 15, 2024, and are found at 19 Administrative Code 103.1213.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New requirements have been added at Human Trafficking Warning Signs to reflect a new rule adopted at 19 Administrative Code 103.1403, effective December 11, 2024.

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

Changes at 19 Administrative Code 67.1315, effective December 15, 2024, prompted revisions relating to the requirement for districts to adopt an open education resource instructional materials plan unless otherwise exempt.

CNB(LEGAL) TRANSPORTATION MANAGEMENT: DISTRICT VEHICLES

A cross-reference to CNC has been added at School Bus Advertising for clarity regarding reporting requirements for crashes involving buses with advertising.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

At Annual Report to TEA, revisions to this legal framework were required after 19 Administrative Code 61.1028 was repealed and provisions moved to the new 19 Administrative Code 103.1231, effective March 10, 2025. Other revisions have been made for clarity.

Splendora ISD

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

At Exempt Employees — Academic Administrators, the salary/fee rate has been removed and replaced with a reference to the established weekly threshold to prevent the need for continuous updating as the Fair Labor Standards Act rules are amended over time.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

A citation change at Child Abuse, Trafficking, and Maltreatment reflects provisions from the Administrative Code that were repealed on December 11, 2024, and moved to 19 Administrative Code 103.1401. At Mental Health, provisions have been added to reflect the adoption of 19 Administrative Code 153.1015, effective December 2, 2024.

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

At Evaluation for Change in Eligibility, provisions have been removed to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024. A cross-reference to EIF has been added for clarity.

EHBAD(LEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Provisions at Graduation have been revised to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 103.1301, which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Confidentiality — Duty to Report to clarify the location of the requirements.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions throughout this legal framework reflect amendments to numerous Administrative Code rules, effective February 7, 2025, relating to bilingual and ESL programs.

EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

Changes throughout this legal framework reflect amendments to the Administrative Code adopted on February 14, 2025.

EI(LOCAL) ACADEMIC ACHIEVEMENT

At Partial Credit, recommended revisions replace the phrase "combined grade for" with "average of" to more accurately reflect the determination of awarding credit when a student earns a passing grade in only half of a course.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Revisions to this legal framework are a result of amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

A paragraph has been added at Discipline and Threat Assessment Records as a result of the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

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FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

At Safe Schools Data, “bullying” is recommended for inclusion as an offense for which the district must collect and maintain data. The revision aligns with the Unsafe School Choice Option Guidance Handbook.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration. At Methods for Regaining Credit or Awarding a Final Grade, specifics regarding petitions for credit are recommended for deletion in favor of a reference to administrative regulations.

Revisions at Imposing Conditions for Awarding Credit or a Final Grade are recommended to clarify requirements regarding "seat time." For more information, see the TASB.org article TEKS Mastery, Not Seat Time, Required for Attendance for Credit.

The Legal Tips for Policy Development, available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Extensive changes throughout this legal framework have been made for clarity and to reflect new Department of State Health Services rules on Maintenance and Administration of Medication for Respiratory Distress.

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

The revisions to the legal framework at this code reflect the new Department of State Health Services rules on unassigned medication for respiratory distress. If your district currently maintains medication that can be used when a person is experiencing respiratory distress, please contact your policy consultant for appropriate text to include in your local policy.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

A section on Use of Sentinel Assessment Instrument, Manual, and Field Guide has been added to reflect the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

FOC(LEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Revisions to this legal framework at Determination of Violent Conduct reflect new language at 19 Administrative Code 103.1205, effective October 29, 2024.

FOF(LEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

A new section on Peace Officer or Security Personnel Use of Restraint or Taser has been added to reflect new language at 19 Administrative Code 89.1053, effective October 7, 2024.

Accreditation

Each district must be accredited by Texas Education Agency (TEA). A district that is not accredited may not receive funds from TEA or hold itself out as operating a public school of this state. *Education Code 11.001, 39.052(f)*

District accreditation is determined in accordance with Education Code Chapter 39, Subchapter C and rules adopted by the commissioner of education at 19 Administrative Code, Chapter 97, Subchapter EE (Accreditation Status, Standards, and Sanctions). *Education Code 39.051*

Statuses

The commissioner shall determine criteria for the following accreditation statuses:

1. Accredited. Accredited means TEA recognizes the district as a public school of this state that meets the standards determined by the commissioner under Education Code 39.052(b) and (c), and specified in 19 Administrative Code 97.1059; and is not currently assigned an accreditation status of Accredited-Warned or Accredited-Probation;

2. Accredited-Warned. Accredited-Warned means the district exhibits deficiencies in performance, as specified in 19 Administrative Code 97.1055(b), that, if not addressed, will lead to probation or revocation of its accreditation status;

3. Accredited-Probation. Accredited-Probation means the district exhibits deficiencies in performance, as specified in 19 Administrative Code 97.1055(c), that must be addressed to avoid revocation of its accreditation status; and

4. Not Accredited-Revoked. Not Accredited-Revoked means TEA does not recognize the district as a Texas public school because the district's performance has failed to meet standards adopted by the commissioner under Education Code 39.052(b) and (c), and specified in 19 Administrative Code 97.1055(d).

Education Code 39.051; 19 TAC 97.1055(a)(1)

Annual Evaluation

Each year, the commissioner shall determine the accreditation status of each district. In determining the accreditation status of a district, the commissioner:

1. Shall evaluate and consider performance:

   a. On achievement indicators under Education Code 39.053 [see Performance Indicators, below]; and

b. Under the financial accountability rating system developed under Education Code, Chapter 39, Subchapter D [see CFA].

2. May evaluate and consider:

a. The district's compliance with statutory requirements and requirements imposed by rule of the commissioner or State Board of Education that relate to:

(1) Reporting data through the Public Education Information Management System (PEIMS) or other reports required by state or federal law or court order;

(2) High school graduation requirements; or

(3) Extracurricular activities, student health and safety, purchasing, elementary class size limits, removal of a disruptive student from the classroom, at-risk programs, and prekindergarten programs;

b. The effectiveness of the district's programs for special populations; and

c. The effectiveness of the district's career and technology program.

Based on a district's performance, the commissioner shall assign each district an accreditation status or revoke the accreditation of the district and order closure of the district.

A district's accreditation status may be raised or lowered based on the district's performance or may be lowered based on the performance of one or more campuses in the district that is below a standard required by Education Code Chapter 39, Subchapter C.

Education Code 7.056(e)(3)(C)-(I), 39.052; 19 TAC 97.1055

For additional information on the commissioner process for assigning accreditation status, see 19 Administrative Code 97.1055.

Notice of Status

The commissioner shall notify a district if the district has received an accreditation status of accredited-warned or accredited-probation, or a campus's performance is below standard. *Education Code 39.052(e)*

To Parents and Property Owners

A district assigned an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked shall notify the parents of students enrolled in the district and property owners in the district as specified in 19 Administrative Code 97.1055. The district's notice must contain information about the accreditation status, the implications of such status, and the steps the district is tak-

ing to address the areas of deficiency identified by the commissioner. The district's notice shall use the format and language determined by the commissioner.

The district's notice must:

1. Not later than 30 calendar days after the accreditation status is assigned, appear on the home page of the district's website, with a link to the required notification, and remain until the district is assigned the accredited status; and

2. Appear in a newspaper of general circulation, as defined in 19 Administrative Code 97.1051 (Definitions), in the district for three consecutive days as follows:

   a. From Sunday through Tuesday of the second week following assignment of the status; or

   b. If the newspaper is not published from Sunday through Tuesday, then for three consecutive issues of the newspaper beginning the second week following assignment of the status; or

3. Not later than 30 calendar days after the status is assigned, be sent by first class mail addressed individually to each parent of a student enrolled in the district and each property owner in the district; or

4. Not later than 30 calendar days after the status is assigned, be presented as a discussion item in a public meeting of the board of trustees conducted at a time and location that allows parents of students enrolled in the district and property owners in the district to attend and provide public comment.

To TEA

A district required to act under this subsection shall send the following to TEA via certified mail, return receipt requested:

1. The universal resource locator (URL) for the link to the notification required above; and

2. Copies of the notice in the newspaper showing dates of publication, or a paid invoice showing the notice content and its dates of publication; or

3. Copies of the notice sent by mail and copies of all mailing lists and postage receipts; or

4. Copies of the notice presented at a public meeting and copies of the board of trustees meeting notice and minutes for the

board meeting in which the notice was presented and publicly discussed.

19 TAC 97.1055(f)

Performance Indicators

The commissioner shall adopt a set of indicators of the quality of learning and achievement, including three domains of achievement indicators. [See Achievement Indicators, below] *Education Code 39.053(a)*

The indicators must measure and evaluate districts and campuses with respect to:

1. Improving student preparedness for success in subsequent grade levels and entering the workforce, the military, or post-secondary education;
2. Reducing, with the goal of eliminating, student academic achievement differentials among students from different racial and ethnic groups and socioeconomic backgrounds; and
3. Informing parents and the community regarding campus and district performance.

Education Code 39.053(a-1)

Achievement Indicators

Districts and campuses must be evaluated based on indicators of achievement grouped in three domains:

1. Student achievement domain;
2. School progress domain; and
3. Closing the gaps domain.

Education Code 39.053(c)

Performance on the achievement indicators in the three domains shall be compared to state-established standards. The indicators must be based on information that is disaggregated by race, ethnicity, and socioeconomic status. *Education Code 39.053(b)*

Each school district shall submit the data required for the indicators to the commissioner. *Education Code 39.053(i)*

A-F Performance Ratings

Except when the commissioner determines the assignment of an overall performance rating would be inappropriate [see Assignment of Not Rated, below], the commissioner shall adopt rules to evaluate district and campus performance and assign each district and campus an overall performance rating of A, B, C, D, or F.

In addition to the overall performance rating, the commissioner shall assign each district and campus a separate domain perfor-

mance rating of A, B, C, D, or F for each domain under Education Code 39.053(c) [see Achievement Indicators, above].

An overall or domain performance rating of:

1. A reflects exemplary performance.
2. B reflects recognized performance.
3. C reflects acceptable performance.
4. D reflects performance that needs improvement.
5. F reflects unacceptable performance.

A district may not receive an overall or domain performance rating of A if the district includes any campus with a corresponding overall or domain performance rating of D or F.

For purposes of assigning districts and campuses an overall and a domain performance rating, the commissioner shall ensure that the method used to evaluate performance is implemented in a manner that provides the mathematical possibility that all districts and campuses receive an A rating.

Not later than August 15 of each year, the following information shall be made publicly available as provided by rules adopted by the commissioner:

1. The performance ratings for each district and campus; and
2. If applicable, the number of consecutive school years of unacceptable performance ratings for each district and campus.

Education Code 39.054(a), (a-3), (b)

Assignment of Not Rated

Notwithstanding any other law, the commissioner may assign a district or campus an overall performance rating of “Not Rated” if the commissioner determines that the assignment of a performance rating of A, B, C, D, or F would be inappropriate because:

1. The district or campus is located in an area that is subject to a declaration of a state of disaster under Government Code Chapter 418 and due to the disaster, performance indicators for the district or campus are difficult to measure or evaluate and would not accurately reflect quality of learning and achievement for the district or campus;
2. The district or campus has experienced breaches or other failures in data integrity to the extent that accurate analysis of data regarding performance indicators is not possible;

3. The number of students enrolled in the district or campus is insufficient to accurately evaluate the performance of the district or campus; or

4. For other reasons outside the control of the district or campus, the performance indicators would not accurately reflect quality of learning and achievement for the district or campus.

Education Code 39.054(a-4)

Calculating Consecutive Years

Notwithstanding any other law, an overall performance rating of "Not Rated" is not included in calculating consecutive school years of unacceptable performance ratings and is not considered a break in consecutive school years of unacceptable performance ratings for purposes of any provision of the Education Code. *Education Code 39.054(a-5)*

Acceptable Performance

A reference in law to an acceptable performance rating or acceptable performance includes an overall or domain performance rating of A, B, or C or performance that is exemplary, recognized, or acceptable. A reference in law to an unacceptable performance rating or unacceptable performance includes an overall or domain performance rating of F. For the purposes of public reporting requirements, an overall or domain performance rating of D shall be referred to as performance that needs improvement. *Education Code 39.0543(a)*

D Rating

A reference in law to an acceptable performance rating or acceptable performance for a district or campus includes an overall performance rating of D if, since previously receiving an overall performance rating of C or higher, the district or campus has not previously received more than one overall performance rating of D or has not received an overall performance rating of F. *Education Code 39.0543(b)*

Local Accountability System

The local accountability system standards established by the commissioner under Education Code 39.0544 shall be used by districts to develop a plan to locally evaluate the performance of their campuses. *19 TAC 97.1003(a)*

Local Accountability Plan

A local accountability plan created by a district must include domain performance ratings assigned by the commissioner under Education Code 39.054, and performance ratings based on locally developed domains or sets of accountability measures. *19 TAC 97.1003(b)*

A district must create its local accountability plan based on school type. The four school types are elementary school, middle school, high school, and kindergarten-grade 12. The plan must include all campuses within a school type. The district may also request to

identify an additional school group within a school type for which to customize its local accountability plan. Otherwise, all campuses within a school type must be evaluated on a common set of components determined by the district. A district may also request to identify a campus rated under alternative education accountability provisions as a unique school type. *19 TAC 97.1003(b)(4)*

Plan Components

A locally developed domain or set of accountability measures is referred to as a plan component. Plan components must describe each item and the reason for its inclusion in the plan. A district must assign each component to one of the following five domains: academics, culture and climate, extra- and co-curricular, future-ready learning, and locally determined. The weight of all plan components must equal 100 percent. *19 TAC 97.1003(b)(1)*

A district may assign weights to each plan component, as determined by the district, provided that the plan components must in the aggregate account for no more than 50 percent of the combined overall performance rating. A local accountability plan may include no fewer than two and no more than 10 components weighted between 5 percent and 60 percent. *19 TAC 97.1003(c)*

Each plan component must contain levels of performance that allow for differentiation, with assigned standards for achieving the differentiated levels that are aligned to a letter grade of A, B, C, D, or F and meet the requirements of 19 Administrative Code 97.1003(d)(1)-(3). *19 TAC 97.1003(d)*

Each plan component measure must meet standards for reliability and validity as required by 19 Administrative Code 97.1003(e)(1)-(3). *19 TAC 97.1003(e)*

Campuses without STAAR or State Ratings

For the purposes of assigning state accountability ratings, a campus that does not serve any grade level for which a State of Texas Assessments of Academic Readiness (STAAR) examination is administered is paired with a campus in its district that serves grade levels for which STAAR examinations are administered.

A campus not rated under the state accountability system is not eligible to combine state and local ratings. Local accountability data for a campus without state ratings may be displayed on TEA, district, and campus websites but will not be combined with state accountability data. The state accountability manual adopted under 19 Administrative Code 97.1001 (Accountability Rating System) provides information about campus ratings and eligibility for applicable years.

19 TAC 97.1003(b)(3)

Campus Performance Ratings

A district authorized to assign campus performance ratings shall evaluate the performance of each campus and assign each campus a performance rating of A, B, C, D, or F for overall performance and for each locally developed domain or set of accountability measures. Not later than a date established by the commissioner, the district shall:

1. Report the performance ratings to the agency; and
2. Make the performance ratings available to the public as provided by commissioner rule.

Education Code 39.0544(e)

Each campus with an approved district plan is eligible to receive a local accountability rating. A campus with an overall state accountability rating of C or higher based on ratings derived from student performance at the campus is eligible to combine an overall local accountability rating with the overall state accountability rating to determine the combined rating. *19 TAC 97.1003(b)(2); Education Code 39.054(a)*

Submission and Audit Standards

Calculations for each plan component and overall performance ratings must be capable of being audited by a third party.

A district must use a one-to-one correspondence when converting campus grades based on plan component measures to a standard scale of 30-100 where A=90-100, B=80-89, C=70-79, D=60-69, and F=30-59.

Categorical data, or data not on a continuous scale, must be converted to the standard scale of A=90-100, B=80-89, C=70-79, D=60-69, and F=30-59 by assigning the maximum value for each scaled score interval with the corresponding category used in the campus rating scale.

A district is required to submit a local accountability plan that includes components, domains, and overall scaled scores and ratings to TEA on a timeline determined by the commissioner. The timeline will be published on the TEA website.

All scaled scores and letter grades submitted by a school district are subject to audit. Any data discrepancies or any indication that data have been compromised may result in verification and audit of district and campus data used to assign local accountability ratings. The audit process may include requests for data used for campus-level calculation of component and domain scaled scores.

On an annual basis, TEA will randomly select districts for local accountability audits, and, for each such audit, TEA will randomly se-

lect components for review. Selected districts must submit the requested data for review within the timeframe specified. A district must maintain documentation of its local accountability plan, along with all associated data used to assign campus ratings, for two years after the end of the plan implementation period.

Responsibility for the accuracy and quality of data used to determine local accountability ratings rests with each district. Superintendent certification of data accuracy during the ratings submission process shall include an assurance that calculations have been verified to ensure that all data were included as appropriate for all components.

19 TAC 97.1003(f)(1)-(6)

Scorecard and Website

A district must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings. The campus scorecard shall include, at a minimum, the scaled score and rating for each component and domain along with the overall rating. A link to the local accountability ratings posted by the district must be provided to TEA and may be included on the agency-developed school report card. *19 TAC 97.1003(g)*

Appeal and Revision

An appeal of a local accountability rating may be submitted by the superintendent once ratings are released. The local accountability appeals timeline follows the appeal deadline dates and processes as described in the state accountability manual adopted under 19 Administrative Code 97.1001 of this title for the applicable year. *19 TAC 97.1003(f)(7)*

Ratings may be revised as a result of investigative activities by the commissioner as authorized under Education Code 39.057(d) and (e) (redesignated to Education Code 39.003). *19 TAC 97.1003(h)*

Distinction Designations for Outstanding Performance

The commissioner shall award distinction designations for outstanding performance. A distinction designation awarded to a district or campus shall be referenced directly in connection with the performance rating assigned to the district or campus and made publicly available together with the A-F performance ratings.

A district or campus may not be awarded a distinction designation unless the district or campus has acceptable performance under the A-F performance ratings.

Education Code 39.201

Academic Distinction

The commissioner shall establish an academic distinction designation for districts and campuses for outstanding performance in at-

tainment of postsecondary readiness based on the commissioner's adopted criteria. *Education Code 39.202*

Campus Distinction

The commissioner shall award a campus a distinction designation for outstanding performance in:

1. Improvement in student achievement;
2. Closing student achievement differentials; and
3. Academic achievement in English language arts, mathematics, science, or social studies.

Education Code 39.203

The commissioner may award a distinction designation for outstanding performance in advanced middle or junior high school student achievement. *Education Code 39.203(d)*

Excellence Exemptions

Except as listed below, a district or campus that is rated A (exemplary) is exempt from requirements and prohibitions imposed under the Education Code, including regulations adopted under the Education Code.

An exemplary campus or district is not exempt from:

1. A prohibition on conduct that constitutes a criminal offense;
2. Requirements imposed by federal law or rule, including requirements for special education or bilingual education programs;
3. A requirement, restriction, or prohibition relating to:
    a. Curriculum essential knowledge and skills or high school graduation requirements;
    b. Public school accountability;
    c. Extracurricular activities;
    d. Health and safety;
    e. Purchasing;
    f. Elementary class size limits;
    g. Removal of a disruptive student from the classroom;
    h. At-risk programs;
    i. Prekindergarten programs;
    j. Rights and benefits of school employees;

k. Special education programs; or

l. Bilingual education programs.

The commissioner may exempt an exemplary campus from class size limits if the campus submits a written plan showing steps that will be taken to ensure that the exemption will not be harmful to the academic achievement of the students on the school campus. If granted, the exemption remains in effect until the commissioner determines that achievement levels of the campus have declined.

Education Code 39.232

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, implemented by TEA under 34 C.F.R. 300.600-.609 [see Supervision

Under IDEA, below], 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 39.003 and 39.004.

Activities described above are applicable for compliance with requirements for reading diagnosis in Education Code 28.006 [see EKC], dyslexia and related disorders in Education Code 38.003 and 19 Administrative Code 74.28 [see EHB], and program effectiveness for emergent bilingual students in Education Code 29.062.

19 TAC 97.1071(b)-(d)

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)*

Supervision Under IDEA

In exercising its general supervision authority under 34 C.F.R. sections 300.149 and 300.600, TEA has established a process that provides for the investigation and issuance of findings regarding credible allegations of violations of the Individuals with Disabilities Education Act (IDEA), Part B, or a state statute or administrative rule created to implement IDEA, that arise from an area of concern. The following guidelines shall apply to this process.

Definitions

"Area of concern" means that TEA has been made aware of an allegation regarding a violation of, or noncompliance with, a requirement of IDEA, Part B, or a state special education law or administrative rule.

"Credible allegation" means that TEA has determined that an allegation arising from an area of concern is credible enough to investigate further to determine if a violation or noncompliance has occurred.

Credibility Determination

Information and awareness of an area of concern may arise directly from TEA or from external sources.

TEA will engage in a process to determine if an area of concern is determined to be a credible allegation, and, if determined credible, TEA will initiate an investigation to determine if findings of noncompliance will be issued.

TEA will generally not engage in the process described below to determine if an area of concern is a credible allegation if it is a media report, social media post, or an anonymous report, unless TEA receives corroborating information and facts that a specific violation of state or federal law or rule has occurred if the allegation were to be confirmed true.

When an individual or organization reports a special education area of concern, TEA may direct the individual or organization to the established dispute resolution processes. Depending on the frequency or specificity of the type of allegation made, TEA may engage in a process to determine credibility of the allegation.

Process

The process to determine if an area of concern is a credible allegation may include one or more of the following actions:

1. Reviewing existing citations of noncompliance or any noncompliance identified within the last two school years on the same or similar alleged violation;
2. Reviewing filed state complaints that are in process of being investigated or that have been substantiated within the last two school years on the same or similar alleged violation;
3. Reviewing due process hearing decisions issued within the last two years in which the hearing officer's final written decision contains a finding of noncompliance on the same or similar alleged violation;
4. Gathering evidence from groups that represent or advocate for families and communities served by the district;
5. Reviewing and analyzing available student- or district-level data that relate to the alleged violation;
6. Reviewing and analyzing fiscal and program information, such as grant applications, contracts, self-assessments, and other special education documents submitted to TEA by the district; and
7. Any other activity or measure used to gather evidence within TEA's general supervision and monitoring authority.

The investigation to determine if a credible allegation will result in the issuance of findings will include contacting the school district that is the subject of the allegation and requesting a response from the school district. Additional investigative actions may include one or more of the following:

1. Conducting interviews with the district, staff, parents, or students;
2. A referral for review or investigation by any other appropriate unit or division within TEA;
3. Utilizing the review and analysis of the activities conducted during the review process in this provision to determine if noncompliance is found; and
4. Any other activity or measure within TEA's general supervision and monitoring authority.

Intervention and Sanction	TEA may apply any intervention or sanction within its authority if noncompliance or a violation is substantiated, including those described in 19 Administrative Code 89.1076 [see AIC]. *19 TAC 97.1071(l)*

Please Note: *This manual does not have policies in all codes. The coding structure is common to all TASB manuals and is designed to accommodate expansion of both (LEGAL) and (LOCAL) policy topics and administrative regulations.*

SECTION B: LOCAL GOVERNANCE

BA	BOARD LEGAL STATUS
BAA	Powers and Duties
BB	BOARD MEMBERS
BBA	Eligibility/Qualifications
BBB	Elections
BBBA	Conducting Elections
BBBB	Post-election Procedures
BBBC	Campaign Finance
BBBD	Campaign Ethics
BBC	Vacancies and Removal from Office
BBD	Training and Orientation
BBE	Authority
BBF	Ethics
BBFA	Conflict of Interest Disclosures
BBFB	Prohibited Practices
BBG	Compensation and Expenses
BBH	Conventions, Conferences, and Workshops
BBI	Technology Resources and Electronic Communications
BC	BOARD MEMBERSHIPS
BD	BOARD INTERNAL ORGANIZATION
BDA	Officers and Officials
BDAA	Duties and Requirements of Board Officers
BDAE	Duties and Requirements of Depository
BDB	Board Committees
BDD	Attorney
BDE	Consultants
BDF	Advisory Committees
BE	BOARD MEETINGS
BEC	Closed Meetings
BED	Public Participation
BEE	News Coverage
BEF	Staff Participation
BF	BOARD POLICIES
BG	BOARD SELF-EVALUATION
BI	ADMINISTRATIVE GOALS AND OBJECTIVES

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SECTION B: LOCAL GOVERNANCE

BJ	SUPERINTENDENT
BJA	Qualifications and Duties
BJB	Recruitment and Appointment
BJC	Contract
BJCA	Travel
BJCB	Professional Development
BJCC	Consulting
BJCD	Evaluation
BJCE	Suspension/Termination During Contract
BJCF	Nonrenewal
BJCG	Resignation
BK	ADMINISTRATIVE ORGANIZATION
BKA	Organization Charts
BKB	Line and Staff Relations
BM	ADMINISTRATIVE COUNCILS, CABINETS, AND COMMITTEES
BP	ADMINISTRATIVE REGULATIONS
BQ	PLANNING AND DECISION-MAKING PROCESS
BQA	District-Level
BQB	Campus-Level
BR	REPORTS

Open Meetings Act Training

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

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

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

Gov't Code 551.005

Public Information Act Training

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its officers and employees under Government Code Chapter 552 (Public Information Act [PIA]). A board member may designate a public information coordinator to satisfy the training for the board member if the public information coordinator is primarily responsible for administering the responsibilities of the board member or board under the PIA. The attorney general may require a board member to complete the course of training if the attorney general determines that the district has failed to comply with a requirement of the PIA. *Gov't Code 552.012(b), (b-1), (c)* [See GBAA regarding public information coordinator training.]

SBOE-Required Training

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

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

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

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

A regional education service center (ESC) board member continuing education program shall be open to any interested person, including a current or prospective board member. A district is not responsible for any costs associated with individuals who are not current board members. *19 TAC 61.1(f)*

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

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

19 TAC 61.1(k), (l)

Verification

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

Reporting

At the last regular board meeting before an election of trustees, the board president shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any board member under SBOE rule. The minutes of the last regular board meeting held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable. The president shall cause the minutes to reflect the announcement and, if the minutes reflect that a trustee is deficient in training as of the anniversary of his or her joining the board, the district shall post the minutes on the district's internet website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements. *19 TAC 61.1(j); Education Code 11.159(b)*

Local District Orientation

Each board member shall complete a local district orientation session. The purpose of the local orientation is to familiarize new

board members with local board policies and procedures and district goals and priorities.

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

The orientation shall:

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

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

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

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

19 TAC 61.1(b)(1)

Education Code Orientation

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

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

The orientation shall be at least three hours in length. Topics shall include, but not be limited to, Education Code Chapter 26 (Parental Rights and Responsibilities) and Education Code 28.004 (Local School Health Advisory Council and Health Education Instruction).

The orientation shall:

1. Be provided by an ESC.

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

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

19 TAC 61.1(b)(2)

Legislative Update

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

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

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

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

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

19 TAC 61.1(b)(3)

Team Building

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

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

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

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

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

19 TAC 61.1(b)(4)

Additional Continuing Education (Based on Assessed Needs)

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

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

The continuing education shall be completed annually.

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

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

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

First Year

In a board member's first year of service, he or she shall complete at least 10 hours of continuing education in fulfillment of assessed needs.

Subsequent Years

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

Board President

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

19 TAC 61.1(b)(5)

Evaluating Student Academic Performance

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

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

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

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

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

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

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

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

If the training is attended by an entire board and its superintendent, includes a review of local school district data on student achieve-

ment, and otherwise meets the requirements described at Team Building above, the training may serve to meet a board member's obligation to complete training described at Team Building and at Evaluating Student Academic Performance, above, as long as the training complies with the Open Meetings Act.

19 TAC 61.1(b)(6)

Identifying and Reporting Abuse

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

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

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

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

Note: 19 Administrative Code 61.1051 was repealed and the requirements were recodified at 19 Administrative Code 103.1401.

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

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

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

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

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

This training may be completed online, provided that the training is designed and offered by a registered provider, incorporates inter-

active activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(7)

School Safety

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

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

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

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

A district shall maintain verification of completion for each trustee.

19 TAC 61.3

Training Provider

Registered Provider

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

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

19 TAC 61.1(c)

Authorized Provider

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

A private or professional organization, school district, government agency, college/university, or private consultant may be authorized

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

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

19 TAC 61.1(d)

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

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

Board Officers The Board shall elect a President, a Vice President, a Secretary, and an Assistant Secretary who shall be members of the Board. Officers shall be elected by majority vote of the members present and voting.

Vacancy A vacancy among officers of the Board shall be filled by majority action of the Board.

Term and Duties Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions, propose resolutions, and vote on all matters coming before the Board.

Vice President The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.

Secretary The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.

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

Government Code Chapter 551 (Open Meetings Act) applies to board committee meetings if:

1. At least a quorum of the board is on the committee;

2. A quorum of the board is present at the committee meeting, even though less than a quorum is actually on the committee; or

3. Less than a quorum of the board is on the committee, but the committee is authorized to make final decisions or control or supervise public business.

A committee that includes less than a quorum of board members is not subject to the Open Meetings Act if it serves a purely advisory function, with no power to supervise or control public business.

Atty. Gen. Op. Nos. GA-0957 (2012), JC-0060 (1999), JH-0994 (1977); Willmann v. City of San Antonio, 123 S.W.3d 469 (Tex. App.—San Antonio 2003, pet. denied) [See BE]

Note: For advisory committees that include staff, parents, community members, or students, see BDF.

Board Committees

For purposes of this policy, a Board committee is a committee composed only of current Board members.

Formation of a Board committee shall be by Board action. When establishing a Board committee, the Board action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory, and shall make recommendations in the areas of their responsibility. Board committees shall report their findings and recommendations to the Board and shall not assume administrative duties or responsibilities.

Transacting Business

Unless specified by the Board, a Board committee shall not have final decision-making authority. Board committee recommendations must be reported to the Board at a regular or special meeting. The Board shall not accept a Board committee's recommendation without due consideration of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

School Health Advisory Council

The board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. *Education Code 28.004(a)* [See EHAA regarding duties of the SHAC.]

Meetings

The SHAC shall meet at least four times each year. For each meeting the SHAC shall:

1. At least 72 hours before the meeting post notice of the date, hour, place, and subject of the meeting on a bulletin board in the central administrative office of each campus in the district; and ensure that the required notice is posted on the district's internet website, if the district has an internet website;
2. Prepare and maintain minutes of the meeting that state the subject and content of each deliberation and each vote, order, decision, or other action taken by the council during the meeting;
3. Make an audio or video recording of the meeting; and
4. Not later than the tenth day after the meeting, submit the minutes and audio or video recording of the meeting to the district.

As soon as practicable after receipt of the minutes and audio or video recording, the district shall post the minutes and audio or video recording on the district's internet website, if the district has an internet website.

Education Code 28.004(d-1), (d-2)

Composition

The board shall appoint at least five members to the SHAC. A majority of members must be persons who are parents of students enrolled in the district and who are not employed by the district. One of those members shall serve as chair or co-chair of the SHAC.

The board also may appoint one or more persons from each of the following groups or a representative from a group other than a group specified:

1. Classroom teachers employed by the district;
2. School counselors certified under Education Code Chapter 21, Subchapter B, employed by the district;
3. School administrators employed by the district;
4. District students;
5. Health-care professionals licensed or certified to practice in this state, including medical or mental health professionals;

6. The business community;
7. Law enforcement;
8. Senior citizens;
9. The clergy;
10. Nonprofit health organizations; and
11. Local domestic violence programs.

Education Code 28.004(d)

Physical Activity and Fitness Planning Subcommittee

The SHAC shall establish a physical activity and fitness planning subcommittee to consider issues relating to student physical activity and fitness and make policy recommendations to increase physical activity and improve fitness among students. *Education Code 28.004(l-1)*

Annual Report

In addition to its other duties, the SHAC shall submit to the board, at least annually, a written report that includes:

1. Any SHAC recommendation concerning the district's health education curriculum and instruction or related matters that the SHAC has not previously submitted to the board;
2. Any suggested modification to a SHAC recommendation previously submitted to the board;
3. A detailed explanation of the SHAC's activities during the period between the date of the current report and the date of the last prior written report; and
4. Any recommendations made by the physical activity and fitness planning subcommittee.

Education Code 28.004(m)

Public Statement

A district shall publish in the student handbook and post on the district's internet website, if the district has an internet website, a statement of:

1. The policies and procedures adopted to promote the physical health and mental health of students, the physical health and mental health resources available at each campus, contact information for the nearest providers of essential public health services under Health and Safety Code Chapter 121, and the contact information for the nearest local mental health authority;
2. The policies adopted to ensure that elementary school, middle school, and junior high school students engage in at least

the amount and level of physical activity required by Education Code 28.002(l) [see EHAB and EHAC];

3. The number of times during the preceding year the SHAC has met;

4. Whether the district has adopted and enforces policies to ensure that district campuses comply with the Texas Education Agency's vending machine and food service guidelines for restricting student access to vending machines;

5. Whether the district has adopted and enforces policies and procedures that prescribe penalties for the use of e-cigarettes, as defined by Education Code 38.006, and tobacco products by students and others on school campuses or at school-sponsored or school-related activities [see DH and GKA];

6. Notice to parents that they can request in writing their child's physical fitness assessment results at the end of the school year [see FFAA]; and

7. Whether each campus in the district has a full-time nurse or full-time school counselor.

Education Code 28.004(k)

Note: For committees composed only of current Board members, see BDB.

Advisory Committees

For purposes of this policy, an advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board.

Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

Transacting Business

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

Dissolution

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

Vacancy Posting

A district's employment policy must provide for notice to each current district employee of a vacant position for which a certificate is required. Notice must be provided not later than the 10th school day before the date on which a district fills the position. Notice shall be posted on:

1. A bulletin board at:
    a. A place convenient to the public in the district's central administrative office, and
    b. The central administrative office of each campus during any time the office is open; or
2. The district's internet website, if the district has a website.

A district shall provide each current district employee a reasonable opportunity to apply for the position.

Education Code 11.1513(d)

Names of Applicants

The name of an applicant for superintendent is excepted from disclosure under Chapter 552, Government Code (Public Information Act). However, a board must give public notice of the name or names of the finalists being considered for superintendent at least 21 days before the date of the meeting at which a final action or vote is to be taken on the employment of the person. *Gov't Code 552.126*

Required Reporting After Superintendent Change

Subsequent to a school system superintendent change, the direct contact information of the superintendent (or person acting in that capacity) must be updated in Sentinel within three business days of a corresponding board meeting. *19 TAC 103.1213(e)(3)(F)* [See CKA]

Available School Fund

The available school fund is apportioned annually to Texas counties according to the scholastic population of each. *Education Code 43.001(b)*

Foundation School Program

The purposes of the Foundation School Program (FSP) set forth in Education Code Chapter 48 are to guarantee that each district in the state has:

1. Adequate resources to provide each eligible student a basic instructional program and facilities suitable to the student's educational needs; and
2. Access to a substantially equalized program of financing in excess of basic costs for certain services, as provided by that chapter.

The FSP consists of:

1. Two tiers that in combination provide for:
    a. Sufficient financing for all school districts to provide a basic program of education that is rated acceptable or higher under Education Code 39.054 and meets other applicable legal standards; and
    b. Substantially equal access to funds to provide an enriched program; and
2. A facilities component as provided by Education Code Chapter 46. [See CCA]

Education Code 48.002

The cost of the FSP for a district is the total sum of:

1. The sum of the tier one allotments and other funding as follows:
    a. The basic allotment under Education Code Chapter 48, Subchapter B;
    b. The student-based allotments under Education Code Chapter 48, Subchapter C; and
    c. The additional funding under Education Code Chapter 48, Subchapter D (including the transportation allotment [see CNA] and the new instructional facility allotment below); and
2. The tier two allotment under Education Code Chapter 48, Subchapter E.

The sum of the FSP maintenance and operations costs for all accredited school districts in this state constitutes the total maintenance and operations cost of the FSP.

The FSP shall be financed by:

1. State available school funds distributed in accordance with the law;
2. Ad valorem tax revenue generated by local school district effort [see CCG series]; and
3. State funds appropriated for the purposes of public school education and allocated to each district in an amount sufficient to finance the cost of each district's FSP not covered by other funds specified.

Education Code 48.251

PEIMS

A district shall participate in the Public Education Information Management System (PEIMS) and shall provide through that system information required for the administration of Education Code Chapter 48 (Foundation School Program) and of other appropriate provisions of the Education Code. Data standards, established by the commissioner of education, shall be used by a district to submit required information. *Education Code 48.008; 19 TAC 61.1025(b)*

New Instructional Facility Allotment (NIFA)

A district is entitled to an additional allotment as provided by Education Code 48.152 for operational expenses associated with opening a new instructional facility. A district entitled to an allotment may use funds from the district's allotment to renovate an existing instructional facility to serve as a dedicated cybersecurity computer laboratory. *Education Code 48.152*

Definitions

“Instructional facility” means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by Education Code 28.002. *Education Code 46.001, 48.152(a)(1); 19 TAC 61.1034(a)(2)* [See CCA for the Instructional Facilities Allotment]

“New instructional facility” is a facility that includes:

1. A newly constructed instructional facility, which is a new instructional campus built from the ground up;
2. A repurposed instructional facility, which is a facility that has been renovated to become an instructional facility for the first time for the applying school district; or

3. A leased facility operating for the first time as an instructional facility with a minimum lease term of not less than 10 years. The lease must not be a continuation of or renegotiation of an existing lease for an instructional facility.

Education Code 48.152(a)(2); 19 TAC 61.1034(a)(3)

Eligibility

The following eligibility criteria apply to the NIFA in accordance with Education Code 48.152.

1. The facility for which NIFA funds are requested must meet the following requirements:

   a. The facility must qualify as an instructional campus and a new instructional facility used for teaching the curriculum required by Education Code Chapter 28.

   b. To qualify for first-year funding, a new facility must not have been occupied in the prior school year. To qualify for follow-up funding, the facility must have been occupied for the first time in the prior school year and funded for the NIFA for that first year. If an instructional facility qualifies as a new instructional facility but did not receive the allotment in the first year of eligibility due to a failure to apply, the school district or open-enrollment charter school may still apply for and receive funding for the average daily attendance (ADA) earned only during the second year of occupation in the new instructional facility.

   c. With the exception of a covered walkway connecting the new facility to another building, the new facility must be physically separate from other existing school structures.

   d. Career and technical education (CTE) campuses must report each CTE campus student’s ADA when the ADA for that student is reported at the student's home campus.

2. Expansion or renovation of existing instructional facilities, as well as portable and temporary structures, are not eligible for the NIFA.

3. All instructional buildings on the campus must be newly constructed as new instructional facilities, except for an existing gymnasium that remains on the campus and will be utilized on the instructional campus.

Application Process

To apply for the NIFA, a district must complete the Texas Education Agency's (TEA) online application process requesting funding pursuant to the NIFA.

The initial (first-year) application, or an application for one-year funding only, must be submitted electronically no later than July 15. The application must include the following:

1. The electronic submission of TEA's online application for initial funding; and
2. The electronic submission of the following materials:
    a. A brief description and photograph of the newly constructed, repurposed, or leased instructional facility;
    b. A copy of a legal document that clearly describes the nature and dates of the new or repurposed construction or a copy of the applicable lease;
    c. A site plan;
    d. A floor plan; and
    e. If applicable, a demolition plan.

Second-year applications require only the electronic submission of TEA's online application for follow-up funding no later than July 15 of the year preceding the applicable school year.

Survey on Days of Instruction

In the fall of the school year after a school year for which an applicant received NIFA funds, the district that received the funds must complete an online survey on the number of instructional days held in the new facility and submit the completed survey electronically. TEA will use submitted survey information in determining the final (settle-up) amount earned by each eligible school district, as described by 19 Administrative Code 61.1034(e)(6).

Costs and Payments

The costs and payments for the NIFA are determined by the commissioner.

The allotment for the NIFA is a part of the cost of the first tier of the FSP. This allotment is not counted in the calculation of weighted average daily attendance for the second tier of the FSP.

If, for all eligible applicants combined, the total cost of the NIFA exceeds the amount appropriated, each allotment is reduced so that the total amount to be distributed equals the amount appropriated. Reductions to allotments are made by applying the same percentage adjustment to each school district.

Allocations will be made in conjunction with allotments for the FSP in accordance with the school district's payment class. For school districts that are subject to the excess local revenue provisions under Education Code 48.257, and do not receive payments from the Foundation School Fund, NIFA distributions will be reflected as reduced recapture payments.

For school districts that are subject to the excess local revenue provisions under Education Code 48.257, NIFA distributions increase the amount of the FSP entitlement and so will automatically reduce any excess local revenue and reduce the requirement to send recapture to the state in the amount of the NIFA allocation.

For all school districts receiving the NIFA, a final (settle-up) amount earned is determined by the commissioner when information reported through the survey described above is available in the fall of the school year after the school year for which NIFA funds were received. [See Survey on Days of Instruction, above] The final amount earned is determined using the submitted survey information and final counts of ADA for the school year for which NIFA funds were received, as reported through PEIMS.

The amount of funds to be distributed for the NIFA to a school district is in addition to any other state aid entitlements.

19 TAC 61.1034(b)-(e)

Safety and Security Audit

At least once every three years, each district shall conduct a safety and security audit of the district's facilities. A district, or a person included in the registry of persons providing school safety or security consulting services established by the Texas School Safety Center (TxSSC) who is engaged by the district to conduct a safety and security audit, shall follow safety and security audit procedures developed by the TxSSC in coordination with the commissioner of education.

A district must confirm that a person is included in the registry before the district may engage the person to provide school safety or security consulting services to the district.

In a district's safety and security audit, the district must certify that the district used the funds provided through the school safety allotment only for the purposes provided by Education Code 48.115.

A district shall report the results of the safety and security audit to the board and, in the manner required by the TxSSC, to the TxSSC. The report provided to the TxSSC must be signed by the board and the superintendent.

Education Code 37.108(b), (b-1), (c), 37.2091(b-1)

In addition to a review of a district's multihazard emergency operations plan under Education Code 37.2071 [see CKC], the TxSSC may require a district to submit its plan for immediate review if the district's audit results indicate that the district is not complying with applicable standards. *Education Code 37.207(c)*

Failure to Report Audit Results

If a district fails to report the results of its audit, the TxSSC shall provide the district with written notice that the district has failed to report its audit results and must immediately report the results to the center.

If three months after the date of the initial notification the district has still not reported the results of its audit to the TxSSC, the TxSSC shall notify the Texas Education Agency (TEA) and the district of the district's requirement to conduct a public hearing under Education Code 37.1081. [See CKC]

Education Code 37.207(d)-(e)

Disclosure

Except as provided by Education Code 37.108(c-2) [see CKC], any document or information collected, developed, or produced during a safety and security audit is not subject to disclosure under Government Code Chapter 552 (Public Information Act). *Education Code 37.108(c-1)*

TEA Monitoring of Safety and Security Requirements

TEA shall monitor the implementation and operation of requirements related to school district safety and security, including school district multihazard emergency operations plans [see CKC] and safety and security audits [see above].

Office of School Safety and Security

TEA shall establish an office of school safety and security to coordinate monitoring and, in coordination with the TxSSC and relevant local law enforcement agencies, provide technical assistance to school districts to support the implementation and operation of safety and security requirements.

Vulnerability Assessments

As part of the technical assistance, TEA shall conduct a detailed vulnerability assessment of each school district on a random basis once every four years. Any documentation requested by TEA for a vulnerability assessment must be uploaded to Sentinel [see below at Reporting Through Sentinel].

On completion of a vulnerability assessment TEA shall provide to the superintendent and school safety and security committee [see CK] for the applicable school district a report on the results of the assessment that includes recommendations and required corrective actions to address any deficiencies in campus security identified by the agency.

District Information and Records

Each school district shall submit information requested by TEA in TEA's efforts to monitor the implementation and operation of school district safety and security requirements, including notice of an event requiring a district's emergency response including the discovery of a firearm on a campus and information regarding the district's response and use of emergency operations procedures during such an event [see below at Reporting Through Sentinel].

TEA may review school district records as necessary to ensure compliance with Education Code Subchapter D (Protection of Building and Grounds) and Subchapter G (Texas School Safety Center).

Any document or information collected, identified, developed, or produced relating to the monitoring of school district safety and security requirements is confidential under Government Code 418.177 and 418.181 (Texas Disaster Act), and not subject to disclosure under Government Code Chapter 552.

Education Code 37.1083; 19 TAC 103.1213(a), (e)(2)(B)

Reporting Through Sentinel

Sentinel is TEA's formal school safety system designed to collect, process, store, and distribute school safety and security information. Sentinel serves as a repository for all safety and security-related data submitted to TEA. Each school district shall report information to TEA through Sentinel, including:

1. On or before June 30th of each year, a district shall input its upcoming school year calendar into Sentinel. Any changes to the school year calendar shall be updated in Sentinel within three business days after approval by district leadership.
2. On or before June 30th of each year, a district must verify that all district facilities listed in Sentinel reflect the correct address and campus emergency contact information.
3. If a district closes for a localized emergency, closure information must be immediately recorded in Sentinel.
4. School districts shall submit information related to events requiring an emergency response, including the discovery of a firearm on a campus [see above] in the Sentinel portal. This is inclusive of notifications regarding a bomb threat or terroristic threat [see CKC]. Submission of information in the Sentinel portal does not substitute the requirement for local law enforcement notification of certain activities [see GRAA].

[For additional requirements for reporting through Sentinel, see BJB for reporting a superintendent change, CKC for TxSSC uploading of multihazard emergency operations plans, FDA for transfer of threat assessments between districts, and FFB for application to behavioral threat assessments.]

19 TAC 103.1213(a), (b)(3), (c), (e)(3)(A)-(D)

Intruder Detection Audits

TEA's office of school safety and security shall establish a school safety review team in each region served by a regional education service center, which shall annually conduct on-site general intruder detection audits of school district campuses in the team's region.

Notice to Superintendent

In conducting an intruder detection audit, a safety review team must notify the superintendent of the district in which the campus being audited is located not later than the seventh day before the date of a scheduled audit.

Documentation

Any documentation requested by TEA for an intruder detection audit must be uploaded to Sentinel [see above at Reporting Through Sentinel].

Report

On completion of the audit, a safety review team must provide to the superintendent and school safety and security committee for the school district in which the campus is located a report on the results of the audit that includes recommendations and required corrective actions to address any deficiencies in campus security identified by the team.

A report produced by a safety review team is confidential and not subject to disclosure under Government Code Chapter 552.

Education Code 37.1084; 19 TAC 103.1213(e)(4)(B)

Assignment of Conservator for Noncompliance

The commissioner may assign a conservator under Education Code Chapter 39A if a school district fails to:

1. Submit to any required monitoring, assessment, or audit under Education Code 37.1083 or 37.1084 [see above];
2. Comply with applicable safety and security requirements; or
3. Address in a reasonable time period, as determined by commissioner rule, issues raised by TEA's monitoring, assessment, or audit of the district under Education Code 37.1083 or 37.1084.

A conservator may exercise the powers and duties of a conservator under Education Code 39A.003 [see AIC] only to correct a failure identified above. TEA may not assign a conservator for a district's failure to comply with Education Code 37.0814 (Armed Security Officer Required) or a good cause exception claimed under that section. [See CKE]

Education Code 37.1085

Notice of Bomb Threat or Terroristic Threat

A district that receives a bomb threat or terroristic threat relating to a campus or other district facility at which students are present shall provide notification of the threat as soon as possible to the parent or guardian of or other person standing in parental relation to each student who is assigned to the campus or who regularly uses the facility, as applicable. *Education Code 37.113*

Notice Regarding Violent Activity

The Texas Education Agency (TEA) shall develop model standards for providing notice regarding violent activity that has occurred or is being investigated at a district campus or other district facility or at a district-sponsored activity to parents, guardians, and other persons standing in parental relation to students who are assigned to the campus, regularly use the facility, or are attending the activity, as applicable. A district shall adopt a policy for providing this notice in a manner that meets TEA standards. *Education Code 37.1131*

Emergency Response Map and Walk-Through

A district shall provide to the Department of Public Safety (DPS) and all appropriate local law enforcement agencies and emergency first responders:

1. An accurate map of each district campus and school building that is developed and documented in accordance with the standards described by Education Code 37.351 related to developing site and floor plans, access control, and exterior door numbering; and
2. An opportunity to conduct a walk-through of each district campus and school building using the map.

Education Code 37.117

Emergency Operations Plan

Each district shall adopt and implement a multihazard emergency operations plan for use in the district's facilities. The plan must address prevention, mitigation, preparedness, response, and recovery as defined by the Texas School Safety Center (TxSSC) in conjunction with the governor's office of homeland security and the commissioner. The plan must provide for:

1. Training in responding to an emergency for district employees, including substitute teachers;
2. Measures to ensure district employees, including substitute teachers, have classroom access to a telephone, including a cellular telephone, or another electronic communication device allowing for immediate contact with district emergency services or emergency services agencies, law enforcement agencies, health departments, and fire departments;

3. Measures to ensure district communications technology and infrastructure are adequate to allow for communication during an emergency;

4. Mandatory school drills and exercises, including drills required under Education Code 37.114 (emergency evacuations), to prepare district students and employees for responding to an emergency [see CKB];

5. Measures to ensure coordination with the Texas Department of State Health Services (TDSHS) and local emergency management agencies, law enforcement, health departments, and fire departments in the event of an emergency;

6. The implementation of a required safety and security audit [see CKA]; and

7. Any other requirements established by the TxSSC in consultation with TEA and relevant local law enforcement agencies.

Education Code 37.108(a)

A district shall include in its multihazard emergency operations plan:

1. A chain of command that designates the individual responsible for making final decisions during a disaster or emergency situation and identifies other individuals responsible for making those decisions if the designated person is unavailable;

2. Provisions that address physical and psychological safety for responding to a natural disaster, active shooter, and any other dangerous scenario identified for purposes of these provisions by TEA or TxSSC;

3. Provisions for ensuring the safety of students in portable buildings;

4. Provisions for ensuring that students and district personnel with disabilities are provided equal access to safety during a disaster or emergency situation;

5. Provisions for providing immediate notification to parents, guardians, and other persons standing in parental relation in circumstances involving a significant threat to the health or safety of students, including identification of the individual with responsibility for overseeing the notification;

6. Provisions for supporting the psychological safety of students, district personnel, and the community during the response

and recovery phase following a disaster or emergency situation that:

a. Are aligned with best practice-based programs and research-based practices recommended under Education Code 38.351;

b. Include strategies for ensuring any required professional development training for suicide prevention and grief-informed and trauma-informed care is provided to appropriate school personnel;

c. Include training on integrating psychological safety and suicide prevention strategies into the district's plan, such as psychological first aid for schools training, from an approved list of recommended training established by the commissioner and TxSSC for:

(1) Members of the district's school safety and security committee [see CK];

(2) District school counselors and mental health professionals; and

(3) Educators and other district personnel as determined by the district;

d. Include strategies and procedures for integrating and supporting physical and psychological safety that align with the provisions described by item 2, above; and

e. Implement trauma-informed policies;

7. A policy for providing a substitute teacher access to school campus buildings and materials necessary for the substitute teacher to carry out the duties of a district employee during an emergency or a mandatory emergency drill;

8. The name of each individual on the district's school safety and security committee and the date of each committee meeting during the preceding year [see CK]; and

9. Certification that the district is in compliance with Education Code 37.117 [see Emergency Response Map, above].

Education Code 37.108(f)

Guidelines for Individuals with Disabilities or Impairments

TEA shall establish guidelines for the provisions in a district's multi-hazard emergency operations plan to ensure the safety of students and district personnel with disabilities or impairments during a disaster or emergency situation. A district must follow the guidelines

established by TEA in adopting and implementing the district's multihazard emergency operations plan. *Education Code 37.1086*

Active Shooter Emergency

A district shall include in its multihazard emergency operations plan a policy for responding to an active shooter emergency. The district may use any available community resources in developing the policy. *Education Code 37.108(g)*

Train Derailment

A district shall include in its multihazard emergency operations plan a policy for responding to a train derailment near a district school. A district is only required to adopt the policy if a district facility is located within 1,000 yards of a railroad track, as measured from any point on the school's real property boundary line. A district may use any available community resources in developing the policy. *Education Code 37.108(d)*

Polling Place Security

A district shall include in its multihazard emergency operations plan a policy for district property selected for use as a polling place under Election Code 43.031. In developing the policy, the board may consult with the local law enforcement agency with jurisdiction over the district property selected as a polling place regarding reasonable security accommodations that may be made to the property. This requirement may not be interpreted to require the board to obtain or contract for the presence of law enforcement or security personnel for the purpose of securing a polling place located on district property. Failure to comply with this subsection does not affect the requirement of the board to make a school facility available for use as a polling place under Election Code 43.031. *Education Code 37.108(e)* [See GKD]

Disclosure

A document relating to a district's multihazard emergency operations plan is subject to disclosure if the document enables a person to:

1. Verify that the district has established a plan and determine the agencies involved in the development of the plan and the agencies coordinating with the district to respond to an emergency, including TDSHS, local emergency services agencies, law enforcement agencies, health departments, and fire departments;
2. Verify that the district's plan was reviewed within the last 12 months and determine the specific review dates;
3. Verify that the plan addresses the five phases of emergency management listed above at Emergency Operations Plan;
4. Verify that district employees have been trained to respond to an emergency and determine the types of training, the num-

ber of employees trained, and the person conducting the training;

5. Verify that each campus in the district has conducted mandatory emergency drills and exercises in accordance with the plan and determine the frequency of the drills;

6. Verify that the district has established a plan for responding to a train derailment if required [see Train Derailment, above];

7. Verify that the district has completed a safety and security audit and determine the date the audit was conducted, the person conducting the audit, and the date the district presented the results of the audit to the board [see CKA];

8. Verify that the district has addressed any recommendations by the board for improvement of the plan and determine the district's progress within the last 12 months; and

9. Verify that the district has established a visitor policy and identify the provisions governing access to a district building or other district property.

Education Code 37.108(c-2)

[See GRC for emergency management training requirements and response to requests from other governmental entities for mutual aid.]

Plan Review

A district shall submit its multihazard emergency operations plan to the TxSSC not later than the 30th day after the date the TxSSC requests the submission and in accordance with the review cycle developed under Education Code 37.2071(a).

Any document or information collected, developed, or produced during the review and verification of multihazard emergency operations plans is not subject to disclosure under Government Code Chapter 552 (Public Information Act).

Upon completed review of a district's multihazard emergency operations plan, the TxSSC may upload a copy of that plan, including all required appendices, to the Sentinel portal. [See CKA] *19 TAC 103.1213(e)(3)(E)*

Failure to Submit Plan

If a district fails to submit its multihazard emergency operations plan to the TxSSC for review following a notification by the TxSSC that the district has failed to submit the district's plan, the TxSSC shall provide the district with written notice stating that the district must hold a public hearing as outlined at Public Hearing on Noncompliance, below. The notice must state that the commissioner is

authorized to appoint a conservator under Education Code 37.1082.

Notice of Plan Deficiencies

The TxSSC shall review each district's multihazard emergency operations plan and verify the plan meets the requirements or provide the district with written notice describing the plan's deficiencies, including specific recommendations to correct the deficiencies, and stating that the district must correct the deficiencies in its plan and resubmit the revised plan to the TxSSC.

The TxSSC may approve a district multihazard emergency operations plan that has deficiencies if the district submits a revised plan that the center determines will correct the deficiencies.

Failure to Correct Deficiencies

If one month after the date of initial notification of a plan's deficiencies outlined above a district has not corrected the plan deficiencies, the TxSSC shall provide written notice to the district and TEA that the district has not complied with the requirements and must comply immediately.

If a district still has not corrected the plan deficiencies three months after the date of initial notification, the TxSSC shall provide written notice to the district stating that the district must hold a public hearing as outlined at Public Hearing on Noncompliance, below.

Education Code 37.2071

Public Hearing on Noncompliance

If the board receives notice of noncompliance under Education Code 37.207(e) [see CKA], 37.2071(d) [see Failure to Submit Plan, above] or 37.2071(g) [see Failure to Correct Deficiencies, above], the board shall hold a public hearing to notify the public of:

1. The district's failure to submit or correct deficiencies in a multihazard emergency operations plan or report the results of a safety and security audit to the TxSSC as required by law;
2. The dates during which the district has not been in compliance; and
3. The names of each member of the board and the superintendent serving in that capacity during the dates the district was not in compliance. The district shall provide this information in writing to each person at the hearing.

The board shall give members of the public a reasonable opportunity to appear before the board and to speak on the issue of the district's failure to submit or correct deficiencies in a multihazard emergency operations plan or report the results of a safety and security audit during a hearing held under this provision. A district re-

quired to hold a public hearing shall provide written confirmation to the TxSSC that the district held the hearing.

Education Code 37.1081

Safe Firearm Storage

The TxSSC, in collaboration with DPS, shall provide to each district information and other resources regarding the safe storage of firearms for distribution by the district including information on the offense of making a firearm accessible to a child under Penal Code 46.13 and ways in which parents and guardians can effectively prevent children from accessing firearms.

A district shall provide the information and other resources to the parent or guardian of each student enrolled in the district or school.

Education Code 37.222

Confidential Information under the Texas Disaster Act

Information is confidential if the information is collected, assembled, or maintained by or for a district for the purpose of preventing, detecting, responding to, or investigating an act of terrorism or related criminal activity and:

Emergency Response Provider Information

1. Relates to the staffing requirements of an emergency response provider, including a law enforcement agency, a firefighting agency, or an emergency services agency;
2. Relates to a tactical plan of the provider; or
3. Consists of a list or compilation of pager or telephone numbers, including mobile and cellular telephone numbers, of the provider.

Gov't Code 418.176

Risk or Vulnerability Assessment

Information is confidential if the information:

1. Is collected, assembled, or maintained by or for a district for the purpose of preventing, detecting, or investigating an act of terrorism or related criminal activity; and
2. Relates to an assessment by or for a district, or an assessment that is maintained by a district, of the risk or vulnerability of persons or property, including critical infrastructure, to an act of terrorism or related criminal activity.

Gov't Code 418.177

Information, other than financial information, in the possession of a district is confidential if the information:

1. Is part of a report to an agency of the United States;
2. Relates to an act of terrorism or related criminal activity; and

3. Is specifically required to be kept confidential:

   a. Under the Public Information Act, Government Code 552.101, because of a federal statute or regulation;

   b. To participate in a state-federal information sharing agreement; or

   c. To obtain federal funding.

Security Systems

Financial information in the possession of a district that relates to the expenditure of funds by a district for a security system is public information that is not excepted from required disclosure under the Public Information Act. [See GBA]

Information, including access codes and passwords, in the possession of a district that relates to the specifications, operating procedures, or location of a security system used to protect public or private property from an act of terrorism or related criminal activity is confidential.

Gov't Code 418.182

Disaster Disclosure Exception

At any time during a state of disaster, the superintendent may voluntarily disclose or otherwise make available all or part of the information that is confidential under Government Code 418.175-.182 to another person or another entity if the superintendent believes that the other person or entity has a legitimate need for the information. The disclosure or making available of confidential information under this provision does not waive or affect the confidentiality of the information. *Gov't Code 418.183(b), (e)*

Note: For information regarding the district's ability to request identification, refuse entry, or eject persons from district property, see GKA and GKC.

Safety Rules

The board may adopt rules for the safety and welfare of students, employees, and property and other rules it considers necessary to carry out Education Code Chapter 37, Subchapter D (Protection of Buildings and Grounds) and the governance of the district, including rules providing for the operation and parking of vehicles on school property. *Education Code 37.102(a)* [See also CLC]

Human Trafficking Warning Signs

Each public primary or secondary school shall post warning signs of the increased penalties for trafficking of persons under Penal Code 20A.02(b-1)(2) in a conspicuous place reasonably likely to be viewed by all school employees and visitors.

Each warning sign must:

1. Describe the offense of trafficking in persons as provided under Penal Code 20A.02(a). The sign must emphasize that an offense under Penal Code 20A.02, is a felony of the first degree punishable by imprisonment in the Texas Department of Criminal Justice for life or for a term of not more than 99 years or less than 25 years if it is shown on the trial of the offense that the actor committed the offense in a location that was:
    a. On the premises of or within 1,000 feet of the premises of:
        (1) A school;
        (2) A juvenile detention facility;
        (3) A post-adjudication secure correctional facility;
        (4) A shelter or facility operating as a residential treatment center that serves runaway youth, foster children, people who are homeless, or persons subjected to human trafficking, domestic violence, or sexual assault;
        (5) A community center offering youth services and programs;
        (6) A child-care facility, as defined by Human Resources Code 42.002; or
        (7) An institution of higher education or private or independent institution of higher education, as defined by Education Code 61.003; or

b. On premises or within 1,000 feet of premises where:

(1) An official school function was taking place; or

(2) An event sponsored or sanctioned by the University Interscholastic League was taking place;

2. Be written in English and Spanish; and

3. Be at least 8.5 by 11 inches in size.

Education Code 37.086; 19 TAC 103.1403(c)

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 Instructional Materials

Subject to Education Code 31.0751 (Open Education Resource [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 instructional material made available under Education Code Chapter 31, Subchapter B-1. *Education Code 48.308(a)*

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

Permitted Expenditures

The allotment funds may be used to purchase or pay for:

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. [See OER Instructional Material Support Program, below]

Education Code 31.0751

The OER instructional material transition plan shall be submitted in a format determined by the commissioner.

A district is required to have a locally maintained OER transition plan that complies with 19 Administrative Code 67.1315 to access funding allotted under Education Code 48.308.

A district is required to submit an OER instructional material transition plan only when:

1. First adopting an SBOE-approved OER product for a grade level or subject/course; or
2. Expanding implementation of an SBOE-approved OER product to additional campuses and/or grade levels.

The OER instructional material transition plan adopted by the board of trustees shall include the plan of the district to ensure the following:

1. Clear communication and stakeholder change management plans and timelines;
2. Timely access to print materials and related manipulatives through OER procurement and distribution;
3. Sufficient planning and instructional time evidenced by instructional calendars and master schedules aligned to the requirements of the materials;
4. Clear expectations for the implementation of:
    a. Instructional materials;
    b. Internalization and student work analysis protocols; and
    c. Curriculum-embedded assessments;
5. Processes for stakeholder communication and public posting, as outlined in Education Code 26.006, if materials have been modified by the district;

6. The maintenance of instructional flexibility through clear guidance for acceptable teacher modifications to instructional pacing, sequencing, and lesson content to address the needs of each student; and

7. Sufficient professional learning and development for school leaders, instructional coaches, and teachers, including:

    a. Pre-service product onboarding and orientation; and

    b. Ongoing, job-embedded, curriculum-based professional learning, including cycles of observation and feedback.

The commissioner may request and review OER instructional material transition plans before funding is released and reject a plan subsequent to review.

19 TAC 67.1315

OER Instructional Material Support Program

TEA shall develop and maintain a program to assist school districts in adopting and using OER instructional material, including by assisting districts to:

1. Maintain the instructional flexibility of classroom teachers to address the needs of each student; and

2. Schedule instructional periods in a manner that allows classroom teachers sufficient time to effectively prepare and present instructional material within the teacher's normal work day.

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 elec-

tronic 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 additional legal requirements applicable to purchases with federal funds, see CBB.

Authorization to Purchase or Lease Vehicles

A district may purchase school motor vehicles through the comptroller or through competitive bidding under Education Code Chapter 44, Subchapter B. *Education Code 34.001(a)* [See CH]

Each contract proposed to be made by a district for the purchase or lease of one or more school buses, including a lease with an option to purchase, must be submitted to competitive bidding when the contract is valued at $20,000 or more. *Education Code 44.031(l)*

When a contract for the purchase of school buses is valued at $20,000 or more, the contract must be made either through competitive bidding or by purchasing the buses through the comptroller. *Atty. Gen. Op. LO-98-063 (1998)*

Payment

A district financially unable to pay for a vehicle the district purchases may, as prescribed by Education Code 34.005, issue interest-bearing time warrants in amounts sufficient to make the purchase. *Education Code 34.005(a)*

A board may issue bonds to purchase new school buses. *Education Code 45.001(a)(1)(D)* [See CCA]

New Van Purchases or Leases

A school system may not purchase or lease a new 15-passenger van if it will be used significantly by, or on behalf of, the school system to transport preprimary, primary, or secondary school students to or from school or an event related to school, unless the 15-passenger van complies with the motor vehicle standards prescribed for school buses and multi-function school activity buses under United States Code Title 49. This provision does not apply in some limited circumstances, including the purchase or lease of a 15-passenger van under a contract executed before August 10, 2005, the date of enactment of this provision. *49 U.S.C. 30112*

Contracts for School Bus Use, Acquisition, or Lease

A board may contract with any person for use, acquisition, or lease with option to purchase a school bus if the board determines the contract to be economically advantageous to the district. Such a contract may have any lawful term of not less than two or more than 10 years. The competitive bidding requirements of Education Code Chapter 44, Subchapter B apply to a contract under this provision. A school bus that is leased or leased with an option to purchase must meet or exceed safety standards set out in Education Code 34.002. *Education Code 34.009* [See CH]

Registration — District-owned vehicles used exclusively in the service of a district are exempt from the state registration fee. The Department of Motor Vehicles (DMV) must approve an application for registration before exempt license plates are issued. *Transp. Code 502.451, .453*

Identification — The DMV may not issue exempt license plates unless the applicant for registration certifies in writing that the name of a district is printed on each side of the vehicle, in letters that are at least two inches high or in an emblem that is at least 100 square inches in size. The letters or emblem must be of a color sufficiently different from the body of the vehicle to be clearly legible from a distance of 100 feet. *Transp. Code 502.452(a)*

Maintenance — District vehicles are subject to inspection pursuant to Transportation Code Chapter 548.

School Bus Advertising — The exterior of a school bus may not bear advertising or another paid announcement directed at the public if the advertising or announcement distracts from the effectiveness of required safety-warning equipment. A school bus that violates this provision or rules adopted under this provision shall be placed out of service until it complies. *Transp. Code 547.701(d)*

Advertising Rules — A district may allow advertisements on school buses in accordance with rules. The rules adopted by the Texas Department of Public Safety (DPS) at 37 Administrative Code 14.61-14.65 apply to all school buses used to transport preprimary, primary, and secondary public school students. *37 TAC 14.61*

"Advertisement" — For purposes of this policy, "advertisement" means any communication brought to the attention of the public by paid announcement or in return for public recognition in connection with an event or offer or sale of a product or service, except for a single-line listing of a district name and/or school or manufacturer logo approved by DPS. *37 TAC 14.1(1)*

Material and Location — Advertisements must be of a material and in a location specified in the rules. *37 TAC 14.62-.64*

Annual Notice — By September 1 of each year, districts involved in an advertising program shall provide the School Bus Transportation Program at DPS written notification of the number of buses operated by or for the district that display exterior advertising or another paid announcement. *37 TAC 14.65(a)(1), (b)* [See CNC for required reporting of crashes involving buses with advertising]

Delivery of Notice — Notices to DPS shall be delivered by facsimile at (512) 424-2238, electronic mail at sbt@txdps.state.tx.us, or mailed to School Bus Transportation, Texas Department of Public Safety, P.O. Box 4087, Austin, TX 78773-0525. *37 TAC 14.65(d)*

Nonschool Use A board may contract with nonschool organizations for use of school buses. The board may provide services relating to the maintenance and operation of the buses in accordance with the contract. *Education Code 34.010*

Sale of Buses At the request of a district, the comptroller shall dispose of a school bus. A district is not required to dispose of a bus through the comptroller. *Education Code 34.006*

Safety Standards

A district shall meet or exceed the safety standards for school buses established by the Department of Public Safety (DPS), with the advice of the Texas Education Agency (TEA). A district that fails or refuses to meet these safety standards for school buses is ineligible to share in the transportation allotment until the first anniversary of the date the district begins complying with the safety standards. *Education Code 34.002; Transp. Code 547.102; 37 TAC 14.51-.52*

Student Safety

Prohibitions

A district may not require or allow a child to stand on a moving bus or passenger van. *Education Code 34.004*

An operator of a school bus, while operating the bus, shall prohibit a passenger from:

1. Standing in the bus; or
2. Sitting:
    a. On the floor of the bus, or
    b. In any location on the bus that is not designed as a seat.

Transp. Code 545.426

Seat Belts

Required on Buses

A bus, including a school bus, a school activity bus, multifunction school activity bus, or school-chartered bus, operated by or contracted for use by a district for the transportation of schoolchildren shall be equipped with a three-point seat belt for each passenger, including the operator. This requirement does not apply to:

1. A bus purchased by a school district that is a model year 2017 or earlier; or
2. A bus purchased by a school district that is a model year 2018 or later if the board:
    a. Determines that the district's budget does not permit the district to purchase a bus that is equipped with the required seat belts; and
    b. Votes to approve that determination in a public meeting.

Transp. Code 547.701(e)

Student Requirement

A district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students. *Education Code 34.013*

Donations

A board shall consider any offer made by a person to donate three-point seat belts or money for the purchase of three-point seat belts for a district's school buses. A board may accept or decline the offer after adequate consideration.

A board may acknowledge a person who donates three-point seat belts or money for the purchase of three-point seat belts for a school bus by displaying a small, discreet sign on the side or back of the bus recognizing the person who made the donation. The sign may not serve as an advertisement for the person who made the donation.

Education Code 34.014

Use of Warning Signals

When a school bus is being stopped or is stopped on a highway to permit students to board or exit the bus, the operator of the bus shall activate all flashing warning signal lights and other equipment on the bus designed to warn other drivers that the bus is stopping to load or unload children.

A person may not operate a light or other equipment described above except when a school bus is being stopped or is stopped on a highway to:

1. Permit a student to board or exit the bus; or
2. Distribute to a student or the parent or guardian of a student:
    a. Food; or
    b. Technological equipment for use by the student for educational purposes.

Transp. Code 547.701(c), (c-1)

Wireless Communication Devices

An operator commits an offense if the operator uses a portable wireless communication device to read, write, or send an electronic message while operating a motor vehicle unless the vehicle is stopped. *Transp. Code 545.4251(b)*

General Rule

School Property

An operator may not use a wireless communication device while operating a motor vehicle within a school crossing zone or on the property of a public elementary, middle, junior high, or high school served by a school crossing zone, during the time a reduced speed limit is in effect for the school crossing zone, unless:

1. The vehicle is stopped; or
2. The wireless communication device is used with a hands-free device.

Transp. Code 545.4252

An operator may not use a wireless communication device while operating a school bus or passenger bus with a minor passenger on the bus unless the bus is stopped. This provision does not apply to an operator of a school bus or passenger bus using a wireless communication device in the performance of the operator's duties as a bus driver and in a manner similar to using a two-way radio. *Transp. Code 545.425(c), (e-1)*

Definitions

"Hands-free device" means speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, except to activate or deactivate a function of the wireless communication device or hands-free device. The term includes voice-operated technology and a push-to-talk function. *Transp. Code 545.425(a)(1)*

"Electronic message" means data that is read from or entered into a wireless communication device for the purpose of communicating with another person. *Transp. Code 545.4251(a)(1)*

Disruption of Transportation

Any person other than a primary or secondary grade student who intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school on a vehicle owned or operated by a district or to or from activities sponsored by a school on a vehicle owned and/or operated by a district shall be guilty of a misdemeanor. 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*

Exhibition of Firearm

For information regarding offenses pertaining to firearms on buses, see GKA(LEGAL).

Collision Reports

Notice to DPS for Buses With Advertising

A district shall provide DPS written notification of any collision directly or indirectly involving a school bus operated by or for the district that bears advertising or another paid announcement. *37 TAC 14.65(a)(2)* [See CNB for rules related to school bus advertising.]

Notice must be received not more than five days from the date of the collision and shall include the following:

1. The name and address of the owner of the school bus;
2. The name and driver's license number of the school bus operator;
3. The date of the collision;
4. The city or county where the collision occurred; and

5. The investigating police agency.

37 TAC 14.65(c)

Notices to DPS may be delivered by facsimile, electronic mail, or mailed to School Bus Transportation, Texas Department of Public Safety, P.O. Box 4087, Austin, TX 78773-0525. *37 TAC 14.65(d)*

Annual Report to TEA

A district shall report annually to TEA the number of collisions in which its buses were involved in the past year in a manner prescribed by the commissioner of education. A district shall file annual collision reports to TEA only in the period beginning July 1 and ending July 31 and shall include the following information in the report:

1. The total number of bus collisions;
2. The date each collision occurred;
3. The type of bus, as specified in 19 Administrative Code 103.1231(a), involved in each collision;
4. Whether the bus involved in each collision was equipped with seat belts and, if so, the type of seat belts;
5. The number of students and adults involved in each collision;
6. The number and types of injuries that were sustained by the bus passengers in each collision; and
7. Whether the injured passengers in each collision were wearing seat belts at the time of the collision and, if so, the type of seat belts.

A school district shall report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus is owned, leased, contracted, or chartered by a school district and was transporting school district personnel, students, or a combination of personnel and students; or
2. The bus was driven by a school district employee or by an employee of the school district's bus contractor with no passengers on board and the collision involved a pedestrian.

Exceptions

A school district shall not report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus was driven by a school district employee or by an employee of the school district's bus contractor, the collision

occurred when no passenger other than the school district's driver or bus contractor's driver was on board the bus, and the collision did not involve a pedestrian; or

2. The collision involved a bus chartered by a school district for a school activity trip and no school district personnel or students were on board the bus at the time of the collision.

A school district shall not report a collision that occurred in a vehicle that is owned, contracted, or chartered by a school district and is not a school bus, a multifunction school activity bus, a school activity bus, or a motor bus.

Education Code 34.015(b); 19 TAC 103.1231(b)

Fair Labor Standards Act

Minimum Wage and Overtime

Unless an exemption applies, a district shall pay each of its employees not less than minimum wage for all hours worked. *29 U.S.C. 206(a)(1)*

Unless an exemption applies, a district shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 in any workweek. *29 U.S.C. 207(a)(1); 29 C.F.R. pt. 778*

Breaks for Nonexempt Employees

Rest periods of up to 20 minutes must be counted as hours worked. Coffee breaks or time for snacks are rest periods, not meal periods. *29 C.F.R. 785.18*

Bona fide meal periods of 30 minutes or more are not counted as hours worked if the employee is completely relieved from duty. The employee is not relieved from duty if the employee is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his or her desk is working while eating. It is not necessary that an employee be permitted to leave the premises if the employee is otherwise completely freed from duties during the meal period. *29 C.F.R. 785.19*

Compensatory Time

Accrual

Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

Payment for Accrued Time

Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 U.S.C. 207(o)(4).

Use

An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the district.

The Fair Labor Standards Act (FLSA) does not prohibit a district from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris Cnty., 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

Exempt Employees

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity. *29 U.S.C. 213(a)(1)*

Academic Administrators

The term ''employee employed in a bona fide administrative capacity'' includes an employee:

1. Compensated on a salary or fee basis at the established weekly threshold, exclusive of board, lodging, or other facilities; or on a salary basis which is at least equal to the entrance salary for teachers in the district by which employed; and

2. Whose primary duty is performing administrative functions directly related to academic instruction or training in a district or department or subdivision thereof.

"Performing administrative functions directly related to academic instruction or training'' means work related to the academic operations and functions in a school rather than to administration along the lines of general business operations. Such academic administrative functions include operations directly in the field of education. Jobs relating to areas outside the educational field are not within the definition of academic administration.

Employees engaged in academic administrative functions include:

1. The superintendent or other head of an elementary or secondary school system, and any assistants, responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program;

2. The principal and any vice principals responsible for the operation of an elementary or secondary school;

3. Academic counselors who perform work such as administering school testing programs, assisting students with academic problems and advising students concerning degree requirements; and

4. Other employees with similar responsibilities.

Jobs relating to building management and maintenance, jobs relating to the health of the students, and academic staff such as social workers, psychologists, lunchroom managers, or dietitians do not perform academic administrative functions, although such employees may qualify for another exemption.

29 C.F.R. 541.204

Salary Basis

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis, unless the employee is a teacher. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the district did not intend to pay exempt employees on a salary basis. *29 C.F.R. 541.600, .602(a), .603*

Partial-Day Deductions

A district employee who otherwise meets the salary basis requirements shall not be disqualified from exemption on the basis that the employee is paid according to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the employee's pay to be reduced or the employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one workday when accrued leave is not used by an employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

Deductions from the pay of a district employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

29 C.F.R. 541.710

Safe Harbor Policy

If a district has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the district will not lose the exemption unless the district willfully violates the policy by con-

tinuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on a district's intranet.

29 C.F.R. 541.603(d)

Teachers

The term ''employee employed in a bona fide professional capacity'' includes any employee with a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and who is employed and engaged in this activity as a teacher in an elementary or secondary school system by which the employee is employed. The salary basis requirements do not apply to teaching professionals.

Exempt teachers include:

1. Regular academic teachers;
2. Teachers of kindergarten or nursery school pupils;
3. Teachers of gifted or disabled children;
4. Teachers of skilled and semi-skilled trades and occupations;
5. Teachers engaged in automobile driving instruction;
6. Home economics teachers; and
7. Vocal or instrumental music instructors.

Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisors in such areas as drama, speech, debate, or journalism are engaged in teaching. Such activities are a recognized part of the schools' responsibility in contributing to the educational development of the student.

The possession of an elementary or secondary teacher's certificate provides a clear means of identifying the individuals contemplated as being within the scope of the exemption for teaching professionals. Teachers who possess a teaching certificate qualify for the exemption regardless of the terminology (e.g., permanent, conditional, standard, provisional, temporary, emergency, or unlimited) used by the state to refer to different kinds of certificates. However, a teacher who is not certified may be considered for

exemption, provided that such individual is employed as a teacher by the employing school or school system.

29 C.F.R. 541.303

Wage and Hour Records

A district shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the FLSA. *29 C.F.R. 516.2(a)*

Payday Law Exemption

The Texas Payday Law does not apply to the state or a political subdivision. *Labor Code 61.003*

Staff Development

Educator

The staff development provided by a district to an educator other than a principal must be conducted in accordance with standards developed by the district and designed to improve education in the district.

Principal

The staff development provided by a district to a principal shall be governed by Education Code 21.3541 and rules adopted under that section. [See DNB]

Education Code 21.451(a), (a-1)

Professional Development Policy

A board shall annually review the SBEC continuing education and training clearinghouse published under Education Code 21.4514 and adopt a professional development policy that must:

1. Be guided by the recommendations for training in the clearinghouse;
2. Note any differences in the policy adopted by the district or school from the recommendations in the clearinghouse; and
3. Include a schedule of all training required for educators or other school personnel at the district or school.

To the extent of any conflict, a frequency requirement for the completion of training provided by statute prevails over a frequency requirement for that training included in the professional development policy.

Education Code 21.4515(a), (b)

Requirements for Training

In designing staff development for educators other than principals, a district must use procedures that, to the greatest extent possible, ensure the training included in the staff development:

1. Incorporates proactive instructional planning techniques using a framework that:
    a. Provides flexibility in the ways:
        (1) Information is presented;
        (2) Students respond or demonstrate knowledge and skills; and
        (3) Students are engaged;
    b. Reduces barriers in instruction;
    c. Provides appropriate accommodations, supports, and challenges; and

d. Maintains high achievement expectations for all students, including students with disabilities and students of limited English proficiency; and

2. Integrates inclusive and evidence-based instructional practices for all students, including students with disabilities.

Staff development shall be predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus-level committee.

A district may use district-wide staff development that has been developed and approved through the district-level decision process. [See BQA and BQB, as appropriate]

Education Code 21.451(a-2), (b), (c)

Optional Training

Staff development may include training in:

1. Technology and digital learning; and

2. Positive behavior intervention and support strategies, including classroom management, district discipline policies, and the Student Code of Conduct.

Technology and digital learning training must:

1. Discuss basic technology proficiency expectations and methods to increase an educator's digital literacy; and

2. Assist an educator in the use of digital technology in learning activities that improve teaching, assessment, and instructional practices.

Staff development may include instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school.

Education Code 21.451(d)(1), (d-3), (g)

Required Training

Staff development must include training on:

1. Suicide prevention;

2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution; and

3. Preventing, identifying, responding to, and reporting incidents of bullying.

Required training above must be provided in accordance with the board’s professional development policy and use a best practice-based program recommended by the Health and Human Services

Commission under Education Code 38.351 [see FFEB]. Required training may include two or more topics listed together.

Education Code 21.451(d)(3), (d-1)

Instruction of Students with Disabilities

Definition

"Student with a disability" means a student who is:

1. Eligible to participate in a school district's special education program under Education Code 29.003;
2. Covered by Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794); or
3. Covered by the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

Education Code 21.001(3-a)

Requirements

Staff development must include training that is evidence-based, as defined by Section 8101, Every Student Succeeds Act (20 USC 7801), and that:

1. Relates to the instruction of students with disabilities, including students with disabilities who also have other intellectual or mental health conditions; and
2. Is designed for educators who work primarily outside the area of special education.

A district is required to provide the training to an educator who works primarily outside the area of special education only if the educator does not possess the knowledge and skills necessary to implement the individualized education program developed for a student receiving instruction from the educator. A district may determine the time and place at which the training is delivered.

In developing or maintaining the training, a district must consult with persons with expertise in research-based practices for students with disabilities, including colleges, universities, private and nonprofit organizations, regional education service centers, qualified district personnel, and any other persons identified as qualified by the district, regardless of whether the training is provided at the campus or district level.

Education Code 21.451(d)(2), (e)-(f)

Suicide Prevention

The required suicide prevention training may be satisfied through independent review of suicide prevention training material that complies with the guidelines developed by the Texas Education Agency (TEA) and is offered online. *Education Code 21.451(d-2); 19 TAC 153.1013(d)*

Suicide prevention programs on TEA's list of recommended best practice-based programs [see FFEB] must include components that provide for training school counselors, teachers, nurses, administrators, and other staff, as well as law enforcement officers and social workers who regularly interact with students, to:

1. Recognize students at risk of attempting suicide, including students who are or may be the victims of or who engage in bullying;

2. Recognize students displaying early warning signs and a possible need for early mental health or substance abuse intervention, which warning signs may include declining academic performance, depression, anxiety, isolation, unexplained changes in sleep or eating habits, and destructive behavior toward self and others;

3. Intervene effectively with students described above by providing notice and referral to a parent or guardian so appropriate action, such as seeking mental health or substance abuse services, may be taken by a parent or guardian; and

4. Assist students in returning to school following treatment of a mental health concern or suicide attempt.

A district shall provide training described in the components above for teachers, school counselors, principals, and all other appropriate personnel. A district is required to provide the training at an elementary school campus only to the extent that sufficient funding and programs are available. A school district may implement a program on TEA's list of recommended best practice-based programs [see FFEB] to satisfy this training requirement.

If a district provides the training, a district shall require completion in accordance with the district's professional development policy and maintain records that include district employees who participated in the training.

A district may satisfy a requirement to implement a program in the area of substance abuse prevention and intervention by providing instruction related to youth substance use and abuse education under Education Code 38.040. [See EHAC]

Education Code 38.351(e), (g), (g-1), (h); 19 TAC 153.1013

Staff Development Account

A district that receives resources from the commissioner of education's staff development account must pay to the commissioner for deposit in the account an amount equal to one-half of the cost of the resources provided to the district. *Education Code 21.453(c)*

Child Abuse, Trafficking, and Maltreatment

A district's methods for increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children [see District Improvement Plan at BQ and Sexual Abuse, Trafficking, and Maltreatment Policies and Programs at FFG] must include training concerning prevention techniques for and recognition of sexual abuse, sex trafficking, and all other maltreatment of children, including the sexual abuse, sex trafficking, and other maltreatment of children with significant cognitive disabilities.

The training must be provided in accordance with the district's professional development policy and as part of new employee orientation to all new employees.

The training must include:

1. Factors indicating a child is at risk for sexual abuse, trafficking, or other maltreatment;
2. Warning signs indicating a child may be a victim of sexual abuse, trafficking, or other maltreatment;
3. Internal procedures for seeking assistance for a child who is at risk for sexual abuse, trafficking, or other maltreatment, including referral to a school counselor, a social worker, or another mental health professional;
4. Techniques for reducing a child's risk of sexual abuse, trafficking, or other maltreatment; and
5. Information on community organizations that have relevant research-based programs and that are able to provide training or other education for district staff, students, and parents.

A district must maintain records that include staff members who participated in the training.

To the extent that resources are not yet available from TEA or the commissioner of education, districts shall implement the policies and trainings with existing or publicly available resources. The district may also work in conjunction with a community organization to provide the training at no cost to the district.

Education Code 38.0041(c)-(f); 19 TAC 103.1401(d)

Trauma-Informed Care

A district's efforts to increase awareness and implementation of trauma-informed care must include training to new and existing employees in accordance with the district's professional development policy. [See BQ, FFBA] *Education Code 38.036(c)*

Mental Health

A district shall require each district employee who regularly interacts with students enrolled at the district to complete an evidence-

based mental health training program designed to provide instruction to participants regarding the recognition and support of children and youth who experience a mental health or substance use issue that may pose a threat to school safety.

A district may not require a district employee who has previously completed mental health training offered by a local mental health authority under Health and Safety Code 1001.203 to complete the required training.

Education Code 22.904

To complete the required evidence-based mental health training program, personnel who regularly interact with students shall participate and complete the general training program, participate and complete the training program related to local school district practices and procedures, and submit and maintain supporting documentation of completion. *19 TAC 153.1015(b)*

Records

School districts shall require each district employee to provide the certificate of completion of the general training program to the school district.

Documentation of the training program related to local school district practices and procedures may be satisfied when the employee submits to the district an acknowledgement form signed by the employee who received the current training and a copy of the local procedures and practices that are published in the district handbook and/or district improvement plan.

Documentation of training for the mental health training program must be kept by the school district and made available to TEA upon request, which may include a reporting process, for the duration of the employee's employment with the district.

19 TAC 153.1015(f)(1)-(3)

Student Discipline

Each principal or other appropriate administrator who oversees student discipline shall, at least once every three school years, attend professional development training regarding Education Code Chapter 37, Subchapter G. The professional development shall include training relating to the distinction between a discipline management technique used at the principal's discretion under Education Code 37.002(a) and the discretionary authority of a teacher to remove a disruptive student under Education Code 37.002(b) [see FOA].

The professional development training may be provided in coordination with an education service center through the use of distance

learning methods, such as telecommunications networks, and using available TEA resources.

Education Code 37.0181

Test Administration

The commissioner may require training for district employees involved in the administration of assessment instruments. The commissioner may only require 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)*

Cybersecurity

Employees identified by the district with access to a district computer system or database and who use a computer to perform at least 25 percent of the employee's required duties must complete a cybersecurity training program selected by the board. The district, in consultation with its cybersecurity coordinator, shall determine how frequently employees must complete the training. [See CQB] *Gov't Code 2054.5191(a-1); Education Code 11.175(h-1)*

Special Programs

A district shall ensure that:

Teacher Literacy Achievement Academies (Reading Academies)

1. Not later than the 2022-23 school year, each classroom teacher in kindergarten or first, second, or third grade and each principal at a campus with kindergarten or first, second, or third grade has attended a teacher literacy achievement academy developed under Education Code 21.4552; and

2. Each classroom teacher and each principal initially employed in a grade level or at a campus described above for the 2022-23 school year or a subsequent school year has attended a teacher literacy achievement academy developed under Education Code 21.4552 by the end of the teacher's or principal's first year of placement in that grade level or campus.

Education Code 28.0062(a)(2)

[See EHAB for kindergarten-grade 3 reading standards.]

Gifted and Talented Education

A district shall ensure that:

1. Prior to assignment in the program or within one semester of assignment, teachers who provide instruction and services that are a part of the program for gifted/talented students [see EHBB] have a minimum of 30 hours of professional learning that includes nature and needs of gifted/talented students, as-

sessing student needs, and curriculum and instruction for gifted/talented students;

2. Teachers who provide instruction and services that are a part of the program for gifted/talented students receive a minimum of six hours annually of professional learning in gifted/talented education; and

3. Administrators and counselors who have authority for program decisions have a minimum of six hours of professional learning that includes nature and needs of gifted/talented students and program options with an update after legislative sessions.

19 TAC 89.2

Elective Bible Course

A teacher of an elective Bible course offered under Education Code 28.011 [see EMI] must hold a certificate in language arts, social studies, or history that qualifies the teacher to teach at the grade level at which the course is offered with, where practical, a minor in religious or biblical studies. The teacher must successfully complete staff development training developed by the commissioner for elective Bible courses. An elective Bible course may be taught only by a teacher who has successfully completed the commissioner's training under Education Code 21.459. *Education Code 28.011(f)*

Texas English Language Proficiency Assessment System Training

The employee assigned to oversee the administration of the Texas English Language Proficiency Assessment System (TELPAS) at a district campus may, with discretion, require other district employees involved in administering the TELPAS to complete training or online calibration activities described by Education Code 21.4571(a). An employee may not be required to complete a training or online calibration activity in one sitting. *Education Code 21.4571(b), (c)*

Automated External Defibrillators

A district shall, in accordance with its professional development policy, make available to employees and volunteers instruction in the principles and techniques of cardiopulmonary resuscitation and the use of an automated external defibrillator (AED).

Each school nurse, assistant school nurse, athletic coach or sponsor, physical education instructor, marching band director, cheerleading coach, and any other employee specified by the commissioner, and each student who serves as an athletic trainer, must:

1. Participate in the instruction; and

2. Receive and maintain certification in the use of an AED from the American Heart Association, the American Red Cross, or a similar nationally recognized association.

Education Code 22.902

Extracurricular Activity Safety

The following persons must satisfactorily complete an extracurricular activity safety training program in accordance with the district's professional development policy:

1. A coach, trainer, or sponsor for an extracurricular athletic activity; and

2. A director responsible for a school marching band.

The safety training program must include:

1. Certification of participants by the American Red Cross, the American Heart Association, or a similar organization or by the University Interscholastic League;

2. Current training in:

   a. Emergency action planning;

   b. Communicating effectively with 9-1-1 emergency service operators and other emergency personnel; and

   c. Recognizing symptoms of potentially catastrophic injuries, including head and neck injuries, concussions, injuries related to second impact syndrome, asthma attacks, heatstroke, cardiac arrest, and injuries requiring use of a defibrillator; and

3. A safety drill that incorporates the training and simulates various injuries described above.

Education Code 33.202(b), (c); 19 TAC 76.1003

Records

A superintendent shall maintain complete and accurate records of the district's compliance and the district shall make available to the public proof of compliance for each person employed by or volunteering for the district who is required to receive safety training.

A campus that is determined by a superintendent to be out of compliance with the safety training requirements shall be subject to the range of penalties determined by the UIL.

Education Code 33.206; 19 TAC 76.1003(e)

Steroids

A district shall require that each employee who serves as an athletic coach at or above the seventh grade level for an extracurricular athletic activity sponsored or sanctioned by the UIL complete:

1. The educational program developed by the UIL regarding the health effects of steroids; or
2. A comparable program developed by the district or a private entity with relevant expertise.

Education Code 33.091(c-1)

Concussions

At least once every two years, the following employees shall take a training course from an authorized provider:

1. A coach of an interscholastic athletic activity shall take a course approved by the UIL that provides for not less than two hours of training in the subject matter of concussions, including evaluation, prevention, symptoms, risks, and long-term effects.
2. An athletic trainer who serves as a member of a district's concussion oversight team shall take a course concerning the subject matter of concussions that meets the requirements set by the Texas Department of Licensing and Regulation (TDLR).
3. A school nurse or licensed health-care professional, other than an athletic trainer, who serves as a member of a district's concussion oversight team shall take a course approved by the UIL for coaches or that meets the requirements set by TDLR for athletic trainers, or a course concerning the subject matter of concussions that has been approved for continuing education credit by the appropriate licensing authority for the profession.

The employee must submit proof of timely completion of an approved course to the superintendent or designee. A school nurse or licensed health-care professional who is not in compliance with these training requirements may not serve on a concussion oversight team in any capacity. [See FM]

Education Code 38.158

Seizure Recognition and Related First Aid

A school nurse employed by a district must complete a TEA-approved online course of instruction for school nurses regarding managing students with seizure disorders that includes information about seizure recognition and related first aid.

A district employee, other than a school nurse, whose duties at the school include regular contact with students must complete a TEA-approved online course of instruction for school personnel regard-

ing awareness of students with seizure disorders that includes information about seizure recognition and related first aid.

Education Code 38.033(a), (b)

[See FFAF for information about a seizure management and treatment plan.]

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)*

Multi-tiered System

Referral of students for a full individual and initial evaluation (FIIE) must be a part of the district's multi-tiered system of academic and behavioral supports. Students not making progress in the general education classroom should be considered for all interventions and support services available to all students; such as tutorial, compensatory, response to evidence-based intervention, and other academic or behavior support services.

The district cannot require a student to participate in interventions and support services for any specific length of time prior to a referral being made or an FIIE being conducted.

District Obligation to Refer

If the student continues to experience difficulty in the general education classroom with the provision of interventions and support services or at any time district personnel suspect a disability and a possible need for special education and related services, district personnel must refer the student for an FIIE.

A referral or request for an FIIE 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. While an FIIE is being conducted, a student must continue to receive any necessary interventions and support services to target their academic or behavioral needs.

19 TAC 89.1011(a)

Prior Written Notice

Parent

If a parent submits a written request to a district's director of special education services or to a district administrative employee, such as a campus principal, for a FIIE 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, a copy of the Overview of Special Education for Parents form created by the Texas Education Agency (TEA), 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, a copy of the Overview of Special Education for Parents form created by TEA, and a copy of the procedural safeguards notice required by 34 C.F.R. 300.504.

District

When a district initiates the referral for an FIIE of a student, the district must provide the parent with the information and materials described at item 1 above.

19 TAC 89.1011(b)-(c); 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 an FIIE 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 FIIE 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 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 but the student was absent three or more school days between the time that the school district received written consent and the last instructional day of the school year, the timeline in item 1 above applies to the date the written report of the FIIE must be completed.

If the district received the written consent for the evaluation from the student's parent less than 35 school days before the last day of the school year, the timeline in item 1, above, applies to the date the written report of the FIIE must be completed.

19 TAC 89.1011(d)-(e)

For purposes of the timelines under this provision, "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. In the case of a school that operates under a school year calendar without spring and fall terms, a school day does not include a day that falls after the last instructional day of one school year and before the first instructional day of the subsequent school year. *19 TAC 89.1011(i)-(j)*

These time frames do not apply if the parent repeatedly fails or refuses to produce the child for the evaluation. *34 C.F.R. 300.301(d)(1)*

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. *34 C.F.R. 300.304(c)(5)*

If a student was in the process of being evaluated for special education eligibility by a district and enrolls in another district before the previous district completed the FIIE, 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.

19 TAC 89.1011(f); Education Code 29.004; 20 U.S.C. 1414(a)(1)(C), (b)(3)(D); 34 C.F.R. 300.301(c)-(e)

Student Communication

The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication. *Education Code 29.004(b)*

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 Subchapter A, 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(a)*

[For additional 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*

Birth Through Age Two

Children from birth through the age of two with visual impairments (VI), who are deaf or hard of hearing (DHH), or who are deaf-blind (DB) must be enrolled at the parent's request by a district when the district becomes aware of a child needing services. The appropriate instructional arrangement [see EHBA] for students from birth through the age of two with VI, DHH, or DB shall be determined in accordance with the individualized family services plan, current attendance guidelines, and the agreement memorandum between TEA and Texas Health and Human Services Commission Early Childhood Intervention (ECI) Services. *19 TAC 89.1005(d)*

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 FIIE report. If the 30th day falls during the summer and school is not in session, the ARD committee must meet not later than the 15th school day of the following school year to finalize decisions concerning the student's initial eligibility determination, and, if appropriate, IEP and placement. If the 30th day falls during the summer and school is not in session but an FIIE report indicates that the student would need extended school year services during that summer, the ARD committee must meet as expeditiously as possible after completion of the report.

Parent Copy

A copy of the written FIIE report must be provided to the parent as soon as possible after completion of the report but no later than five school days prior to the initial ARD committee meeting, which will determine a student's initial eligibility, or not later than June 30 if the district received the 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.

19 TAC 89.1011(g)-(h); Education Code 29.004(a-1)

[For additional 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)*

[See EIF(LEGAL) at Summary of Academic Achievement and Evaluation.]

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.

Observations

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)

Transition Services Defined

"Transition services" means a coordinated set of activities for a child with a disability that:

1. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
2. Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests.
3. Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and if appropriate, acquisition of daily living skills and functional vocational evaluation.

20 U.S.C. 1401(34); 34 C.F.R. 300.43

Individual Transition Planning

14 Years of Age

Not later than the first individualized education program (IEP) to be in effect when a student turns 14 years of age, the admission, review, and dismissal (ARD) committee must consider, and if appropriate, address the following issues in the IEP:

1. Appropriate student involvement in the student's transition to life outside the public school system;
2. Appropriate involvement in the student's transition by the student's parents and other persons invited to participate by the student's parents or the district in which the student is enrolled;
3. Appropriate postsecondary education options, including preparation for postsecondary-level coursework;
4. An appropriate functional vocational evaluation;
5. Appropriate circumstances for facilitating a referral of a student or the student's parents to a governmental agency for services or public benefits, including a referral to a governmental agency to place the student on a waiting list for public benefits available to the student, such as a waiver program established under Section 1915(c), Social Security Act [42 U.S.C. 1396n(c)]; and
6. The use and availability of appropriate supplementary aids, services, curricula, and other opportunities to assist the student in developing decision-making skills; and supports and services to foster the student's independence and self-deter-

mination, including a supported decision-making agreement under Estates Code Chapter 1357.

Beginning not later than the first IEP to be in effect when the student turns 14 years of age, or younger if determined appropriate by the ARD committee, the IEP must include:

1. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
2. The transition services, including courses of study, needed to assist the student in reaching the postsecondary goals .

18 Years of Age

Beginning not later than the first IEP to be in effect when the student turns 18 years of age, the ARD committee must consider and, if appropriate, address the following issues in the student's IEP:

1. Involvement in the student's transition and future by the student's parents and other persons, if the parent or other person:
   a. Is invited to participate by the student or the district in which the student is enrolled; or
   b. Has the student's consent to participate pursuant to a supported decision-making agreement under Estates Code Chapter 1357; and
2. The availability of age-appropriate instructional environments, including community settings or environments that prepare the student for postsecondary education or training, competitive integrated employment, or independent living, in coordination with the student's transition goals and objectives.

Annual Review

A student's ARD committee shall review at least annually the issues described above and, if necessary, update the portions of the student's IEP that address those issues.

[See EHBAB regarding membership of ARD committee for transition services meetings.]

19 TAC 89.1055(k)-(o); 20 U.S.C. 1414(d)(1)(A)(i)(VIII), 1414(d)(6); 34 C.F.R. 300.320(b); Education Code 29.011(a-1), .0111

Transition and Employment Designee

The transition and employment designee required of each district must complete the required training as developed by the commissioner of education and provide information about transition requirements and coordination among parents, students, and appro-

priate state agencies to ensure that school staff can communicate and collaborate effectively. *19 TAC 89.1075(i)*

Transition and Employment Guide

The Texas Education Agency (TEA) is required to develop a transition and employment guide for students enrolled in special education programs and their parents to provide information on statewide services and programs that assist in the transition to life outside the public school system. A school district shall:

1. Post the transition and employment guide on the district's website if the district maintains a website;
2. Provide written information and, if necessary, assistance to a student or parent regarding how to access the electronic version of the guide at:
    a. The first meeting of the student's ARD committee at which transition is discussed; and
    b. The first committee meeting at which transition is discussed that occurs after the date on which the guide is updated; and
3. On request, provide a printed copy of the guide to a student or parent.

Education Code 29.0112(a), (e)

Graduation

Graduation under 19 Administrative Code 89.1070(b)(1), or reaching maximum age eligibility described by 19 Administrative Code 89.1035 (Age Ranges for Student Eligibility) terminates a student's eligibility for special education services. For students who graduate and receive a diploma according to 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B), or (C), the ARD committee must determine needed special education services upon the request of the student or parent to resume services, as long as the student meets the age requirements. *19 TAC 89.1070(a), (j)* [See EHBAA]

Graduation from high school with a regular diploma constitutes a change in placement that requires written prior notice to parents.

A district is not required to conduct an evaluation before termination of eligibility due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under state law.

A district shall provide the child with a summary of the child's academic achievement and functional performance, which shall in-

clude recommendations on how to assist the child in meeting the child's postsecondary goals.

[See EIF]

20 U.S.C. 1414(c)(5); 34 C.F.R. 300.102(a)(3), .305(e)(2)

Driving with Disability Program

A district shall provide information regarding the Texas Driving with Disability Program to students who have a health condition or disability that may impede effective communication with a peace officer and who receive special education services or who are covered by Section 504 and their parents.

The information shall be provided to each student who is 16 years of age or older and annually until the earlier of the student's graduation from high school or 21st birthday.

Education Code 29.0113(a)-(b)

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Parental Consent Not Required

An employee of a district 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 for a purpose related to the promotion of student safety under Education Code 29.022. *Education Code 26.009(b)*

Video Surveillance of Special Education Settings

In order to promote student safety, on receipt of an authorized written request, a district shall provide equipment, including a video camera, to the campus in the district specified in the request.

Classroom or Other Setting

A campus that receives equipment shall place, operate, and maintain one or more video cameras in self-contained classrooms and other special education settings in which a majority of the students in regular attendance are provided special education and related services and are assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day, provided that:

1. A campus that receives equipment as a result of the request by a parent or staff member is required to place equipment only in classrooms or settings in which the parent's child is in regular attendance or to which the staff member is assigned, as applicable; and

2. A campus that receives equipment as a result of the request by a board of trustees, principal, or assistant principal is required to place equipment only in classrooms or settings identified by the requestor, if the requestor limits the request to specific classrooms or settings subject to Education Code 29.022.

Education Code 29.022(a)

Definitions

“Incident” means an event or circumstance that:

Incident

1. Involves alleged “abuse” or “neglect,” as described in Family Code 261.001, of a student by a staff member of the district or alleged “physical abuse” or “sexual abuse,” as described in Family Code 261.410, of a student by another student; and

2. Allegedly occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted.

Other Special Education Setting

“Other special education setting” means a classroom on a separate campus (i.e., a campus that serves only students who receive special education and related services) of a district—including a room attached to the classroom or setting used for time-out—in which a

majority of the students in regular attendance are provided special education and related services, are assigned to the setting for at least 50 percent of the instructional day, and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Residential care and treatment facility—separate campus; or
2. Off home campus—separate campus.

Parent "Parent" means a person described in Education Code 26.002, whose child receives special education and related services in one or more self-contained classrooms or other special education settings. "Parent" also means a student who receives special education and related services in one or more self-contained classrooms or other special education settings and 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.

School Business Day "School business day" means a day that campus or district administrative offices are open.

Self-contained Classroom "Self-contained classroom" means a classroom on a regular campus (i.e., a campus that serves students in general education and students in special education), including a room attached to the classroom used for time-out, but not including a classroom that is a resource room instructional arrangement under Education Code 48.102, in which a majority of the students in regular attendance are provided special education and related services for at least 50 percent of the instructional day and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Self-contained (mild/moderate/severe) regular campus;
2. Full-time early childhood (preschool program for children with disabilities) special education setting;
3. Residential care and treatment facility—self-contained (mild/moderate/severe) regular campus;
4. Residential care and treatment facility—full-time early childhood special education setting;
5. Off home campus—self-contained (mild/moderate/severe) regular campus; or
6. Off home campus—full-time early childhood special education setting.

Staff Member "Staff member" means a teacher, a related service provider, a paraprofessional, a counselor, or an educational aide assigned to work in the self-contained classroom or other special education setting.

Time-out "Time-out" has the meaning assigned by Education Code 37.0021.

Video Camera "Video camera" means a video surveillance camera with audio recording capabilities.

Video Equipment "Video equipment" means one or more video cameras and any technology and equipment needed to place, operate, and maintain video cameras as required by Education Code 29.022 and 19 Administrative Code 103.1301. "Video equipment" also means any technology and equipment needed to store and access video recordings as required.

19 TAC 103.1301(b); Education Code 29.022

Administrative Coordinator

Each district shall designate an administrator at the primary administrative office of the district with responsibility for coordinating the provision of equipment to schools and campuses. *Education Code 29.022(a-2)*

Authorized Requestors

The following people may request in writing that equipment be provided to a campus at which one or more children receive special education services in a qualifying classroom or setting:

1. A parent of a child who receives special education services for the campus at which the child receives those services;
2. The board of trustees for one or more specified campuses;
3. The principal or assistant principal for their campus; and
4. A staff member assigned to work with one or more children receiving special education services for the campus at which the staff member works.

Education Code 29.022(a-1)

Processing the Request

A written request must be submitted and acted on as follows:

1. A parent, staff member, or assistant principal must submit a request to the principal or the principal's designee of the campus addressed in the request, and the principal or designee must provide a copy of the request to the district's designated administrator;
2. A principal must submit a request by the principal to the district's designated administrator; and

3. A board of trustees must submit a request to the district's designated administrator, and the administrator must provide a copy of the request to the principal or the principal's designee of the campus addressed in the request.

A campus shall operate and maintain the camera in the classroom or setting as long as the classroom or setting continues to satisfy these requirements, for the remainder of the school year in which the campus received the request, unless the requestor withdraws the request in writing.

Education Code 29.022(a-3)-(b)

Video Camera Coverage

The video cameras must be capable of:

1. Covering all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out; and

2. Recording audio from all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out.

The inside of a bathroom or any area in the classroom or other special education setting in which a student's clothes are changed may not be visually monitored, except for incidental coverage of a minor portion of a bathroom or changing area because of the layout of the classroom or setting.

Education Code 29.022(c)-(c-1)

Written Notice

Before a campus activates a video camera in a classroom or special education setting, the campus shall provide written notice of the placement to all campus staff and to the parents of each student attending class or engaging in school activities in the classroom or setting.

If for any reason a campus will discontinue operation of a video camera during a school year, not later than the fifth school day before the date the operation of the video camera will be discontinued, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue unless requested by a person eligible to make a request. Not later than the 10th school day before the end of each school year, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue during the following

school year unless a person eligible to make a request for the next school year submits a new request.

Education Code 29.022(b), (d)

Retention Period

A district shall retain video recorded from a video camera for at least three months after the date the video was recorded.

If a person requests to view a video recording from a video camera, a district must retain the recording from the date of receipt of the request until the person has viewed the recording and a determination has been made as to whether the recording documents an alleged incident. If the recording documents an alleged incident, the district or campus shall retain the recording until the alleged incident has been resolved, including the exhaustion of all appeals.

Education Code 29.022(e)-(e-1)

Gifts, Grants, and Donations

A district may solicit and accept gifts, grants, and donations from any person to implement the requirements of Education Code 29.022 and 19 Administrative Code 103.1301. A district is not permitted to use Individuals with Disabilities Education Act, Part B, funds or state special education funds to implement these requirements. *19 TAC 103.1301(d)*

No Waiver of Immunity

The requirements described by Education Code 29.022 do not:

1. Waive any immunity from liability of a district, or of district officers or employees; or
2. Create any liability for a cause of action against a district or against district officers or employees.

No Monitoring

A district may not:

1. Allow regular or continual monitoring of video recorded under Education Code 29.022; or
2. Use video for teacher evaluation or for any other purpose other than the promotion of safety of students receiving special education services.

Education Code 29.022(g)-(h)

Confidentiality

A video recording of a student made under this provision is confidential and may not be released or viewed except as provided below.

Limited Release

A district shall release a recording for viewing by:

1. An employee who is involved in an alleged incident that is documented by the recording and has been reported to the district, on request of the employee;

2. A parent of a student who is involved in an alleged incident that is documented by the recording and has been reported to the district or campus, on request of the parent;

3. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged or suspected abuse or neglect of a child under Family Code 261.406;

4. A peace officer, a school nurse, a district administrator trained in de-escalation and restraint techniques as provided by commissioners rule, or a human resources staff member designated by the board in response to a report of an alleged incident or an investigation of district personnel or a report of alleged abuse committed by a student; or

5. Appropriate agency or State Board for Educator Certification personnel or agents as part of an investigation.

A contractor or employee performing job duties relating to the installation, operation, or maintenance of video equipment or the retention of video recordings who incidentally views a video recording does not violate these confidentiality provisions.

Education Code 29.022(i)-(i-1); 19 TAC 103.1301(h)-(i)

Duty to Report

If a person described by item 4 or 5, above, views a video recording and has cause to believe that the recording documents possible abuse or neglect of a child under Family Code Chapter 261, the person must submit a report to the Texas Department of Family and Protective Services or other authority in accordance with the local policy adopted under 19 Administrative Code 61.1051 (Reporting Child Abuse and Neglect) and Family Code Chapter 261.

Note: 19 Administrative Code 61.1051 was repealed and the requirements were recodified at 19 Administrative Code 103.1401. [See FFG]

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19 TAC 103.1301(j); Education Code 29.022(j)

Use in Disciplinary Actions Against District Personnel

If a person described by items 3, 4, or 5, above, views the recording and believes that it documents a possible violation of district or campus policy, the person may allow access to the recording to appropriate legal and human resources personnel of the district to the extent not limited by the Family Educational Rights and Privacy

Act (FERPA) or other law. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student may be used in a disciplinary action against district personnel and must be released in a legal proceeding at the request of a parent of the student involved in the incident documented by the recording. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student must be released for viewing by the district employee who is the subject of the disciplinary action at the request of the employee. *19 TAC 103.1301(k)*

Federal Law / FERPA

19 Administrative Code 103.1301(j) (child abuse reporting) and (k) (disciplinary actions against personnel) do not limit the access of a student's parent to a record regarding the student under FERPA or other law. To the extent any provisions in Education Code 29.022 and 19 Administrative Code 103.1301 conflict with FERPA or other federal law, federal law prevails. *19 TAC 103.1301(l)*

District Policy

A district must adopt written policies relating to the placement, operation, and maintenance of video cameras under Education Code 29.022 and 19 Administrative Code 103.1301. At a minimum, the policies must include:

1. A statement that video surveillance is for the purpose of promoting student safety in certain self-contained classrooms and other special education settings;

2. Information on how a person may appeal an action by the district that the person believes to be in violation of this section or a policy adopted in accordance with this section, including the appeal and expedited review processes under 19 Administrative Code 103.1303 (Commissioner's Review of Actions Concerning Video Cameras in Special Education Settings) and the appeals process under Education Code 7.057;

3. A requirement that the district provide a response to a request made under this section not later than the seventh school business day after receipt of the request by the person to whom it must be submitted under Education Code 29.022(a-3) (at Limited Release, above) that authorizes the request or states the reason for denying the request;

4. Except as provided by item 6 of this provision, a requirement that a campus begin operation of a video camera in compliance with this provision not later than the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the request is authorized unless the Texas Education Agency (TEA) grants an extension of time;

5. A provision permitting the parent of a student whose admission, review, and dismissal (ARD) committee has determined that the student's placement for the following school year will be in a classroom or other special education setting in which a video camera may be placed under this section to make a request for the video camera by the later of:

    a. The date on which the current school year ends; or

    b. The 10th school business day after the date of the placement determination by the ARD committee;

6. A requirement that, if a request is made by a parent in compliance with item 5 of this provision, unless TEA grants an extension of time, a campus begins operation of a video camera in compliance with this provision not later than the later of:

    a. The 10th school day of the fall semester; or

    b. The 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the date the request is made;

7. The procedures for requesting video surveillance and the procedures for responding to a request for video surveillance;

8. The procedures for providing advanced written notice to the campus staff and the parents of the students assigned to a self-contained classroom or other special education setting that video and audio surveillance will be conducted or cease in the classroom or setting, including procedures for notice, in compliance with Education Code 29.022(b), of the opportunity to request continued video and audio surveillance if video and audio surveillance will otherwise cease;

9. A requirement that video cameras be operated at all times during the instructional day when one or more students are present in a self-contained classroom or other special education setting in which video cameras are placed;

10. A statement regarding the personnel who will have access to video equipment or video recordings for purposes of operating and maintaining the equipment or recordings;

11. A requirement that a campus continue to operate and maintain any video camera placed in a self-contained classroom or other special education setting for as long as the classroom or setting continues to satisfy the requirements in Education Code 29.022(a), for the remainder of the school year in which

the campus received the request, unless the requester withdraws the request in writing;

12. A requirement that video cameras placed in a self-contained classroom or other special education setting be capable of recording video and audio of all areas of the classroom or setting, except that no visual monitoring of bathrooms and areas in which a student's clothes are changed may occur. Incidental visual coverage of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is permitted only to the extent that such coverage is the result of the layout of the classroom or setting. Audio recording of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is required;

13. A statement that video recordings must be retained for at least three months after the date the video was recorded and that video recordings will be maintained in accordance with the requirements of Education Code 29.022(e-1), when applicable;

14. A statement that the regular or continual monitoring of video is prohibited and that video recordings must not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety;

15. At the district's discretion, a requirement that campuses post a notice at the entrance of any self-contained classroom or other special education setting in which video cameras are placed stating that video and audio surveillance are conducted in the classroom or setting;

16. The procedures for reporting an allegation to the district that an incident occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted;

17. The local grievance procedures for filing a complaint alleging violations of Education Code 29.022, and/or 19 Administrative Code 103.1301; and

18. A statement that video recordings made under Education Code 29.022 and 19 Administrative Code 103.1301 are confidential and a description of the limited circumstances under which the recordings may be viewed.

19 TAC 103.1301(g)

Governmental Record	A video recording under this section is a governmental record only for purposes of Penal Code 37.10.
Operation of Camera	These provisions apply to the placement, operation, and maintenance of a video camera in a self-contained classroom or other special education setting during the regular school year and extended school year services. A video camera placed under this section is not required to be in operation for the time during which students are not present in the classroom or other special education setting. *Education Code 29.022(s)-(t)*
Exclusions	A district is not required to provide video equipment to a campus of another district or charter school or to a nonpublic school. *19 TAC 103.1301(c)*
Dispute Resolution	The special education dispute resolution procedures in 34 Code of Federal Regulations 300.151-.153 and 300.504-.515 do not apply to complaints alleging that a district has failed to comply with Education Code 29.022 and 19 Administrative Code 103.1301. Complaints alleging violations of those sections must be addressed through the district's local grievance procedures or other dispute resolution channels. *19 TAC 103.1301(e)*
Denial of Request	The following standards and procedures apply to a denial of a request for placement of a video camera under Education Code 29.022(a), or to the denial of a request to release a video or to view a video made under Education Code 29.022(i) or (l)(2).
Exhaustion of Administrative Remedies	Once a request for placement of a video camera or a request to release a video is administratively denied, the requester must exhaust administrative remedies through the district's grievance process even if the requester opts for the expedited review process. However, a district, parent, staff member, or administrator may request an expedited review even before the local remedies are exhausted. After local remedies are exhausted by filing a grievance with the board and obtaining a board determination, the requester may appeal the denial to the commissioner of education under Education Code 7.057 by filing a petition for review.
Proper Request	In a case where there is a denial of a request for the placement of a video camera, the commissioner will determine whether the person requesting placement is a person allowed to request placement under Education Code 29.022(a-1) (see Limited Release, above) and whether the requester made a proper request under Education Code 29.022(a-3) (see Processing the Request, above).

Cost The commissioner will not consider the cost to the district of installing cameras or releasing video.

Release Determination In a case where there is a denial of a request to release a video, the commissioner will determine whether the requester is a person allowed to receive a video under Education Code 29.022(i) (described at Limited Release, above).

Timelines for Petition for Review The following timelines are established for filing a petition for review:

1. A petition for review shall be filed with the commissioner within 10 calendar days of the decision of the board denying the request being first communicated to the requester or requester's counsel, whichever occurs first. The petition for review shall be made in accordance with 19 Administrative Code 157.1073(c) (hearings brought under Education Code 7.057) and may include a request for expedited review.
2. The district's answer and local record shall comply with 19 Administrative Code 157.1052(b) and (c) and 19 Administrative Code 157.1073(d) and shall be filed with the commissioner within 10 calendar days of the district receiving notification from the commissioner of the appeal.
3. The procedures specified in 19 Administrative Code 157.1059; .1061; and .1073(e)-(h), (j), and (k) apply to a case brought to the commissioner under this section.

Expedited Review A request for expedited review is governed by the following.

1. The expedited review process is designed to allow a requester to promptly receive a preliminary judgment from the commissioner as to a decision to deny a request for the installation of cameras or a decision to deny a request to release a video while at the same time respecting the school grievance process. The expedited review process does not apply to a request to only view a video. Invoking the expedited review process results in a prompt initial determination. However, the final commissioner's determination is to be based on a substantial evidence review of the district's grievance record. This allows for a full record to be developed at the district level and does not require the requester and the district to make an evidentiary record before TEA in Austin, Texas. Because the requirements of Education Code 7.057 are met when the board's decision is heard by the commissioner, an appeal to district court is allowed under Education Code 7.057(d). Education Code 29.022 does not by itself allow an appeal to district court.

2. A district, parent, staff member, or administrator may request an expedited review. Any request for an expedited review shall include the names, telephone numbers, and addresses of all interested parties to the request. “Interested parties” are all persons who brought the grievance, all persons who have testified or provided written statements as part of the grievance process, and the district. The request for expedited review shall specify whether the district denied a request for the placement of a video camera or the district denied a request to release a video and briefly describe why that decision is either correct or incorrect.

3. A request for expedited review shall be filed with the commissioner no earlier than 14 business days after a request for placement of a video camera or a request to release a video is administratively denied under Education Code 29.022(i) or (l)(2) (see Limited Release and Process, above), and no later than the fifth business day after a board resolves a grievance as to a request for placement of a video camera or a request to release a video. A request for expedited review shall be filed with the commissioner electronically as provided on TEA’s Division of Hearings and Appeals website or by U.S. Mail, facsimile, hand-delivery, or by a commercial delivery service.

4. Whenever an interested party files a document with the commissioner, with the exception of the request for expedited review, the interested party shall send the same document to all other interested parties by the same method that the document was sent to the commissioner. Hand-delivery of the document by the next day may be substituted for service by facsimile delivery.

5. If a request for expedited review is timely filed, the commissioner will establish a briefing schedule and will send to all interested parties a notice that an expedited review has been filed, which will include relevant statutes and rules. Any interested party who knows of any additional interested parties who have not been notified will promptly inform the commissioner in writing.

6. All briefing shall clearly state the facts relied upon. Documents relevant to the issues presented may be attached to a brief. All briefing shall provide the reasons why the commissioner should or should not grant the request for expedited review. Citations to statutes, rules, commissioner decisions, and case law are important to identify the legal basis for the claims made.

7. All interested parties who are in favor of granting the request for expedited review shall file briefing at the time specified for the requester of the expedited review.

8. All interested parties who are opposed to granting the request for expedited review shall file briefing at the same time.

9. Briefing is not limited to the issues specifically raised in the pleadings in the case. However, no new arguments may be raised in the reply briefs. Reply briefs may contain new citations to the record and legal authority as to issues previously raised.

10. A preliminary judgment shall be issued based on the briefing of the interested parties. The preliminary judgment will be sent to the requestor, the district, and all interested parties. If it is determined that a district is not likely to prevail on the issue of a request for the placement of video cameras or the issue of a request to view a video under full review, the district will fully comply with Education Code 29.022.

11. After a preliminary judgment is made, a final judgment will be made in accordance with the procedures set forth in 19 Administrative Code 103.1303(b)(1)-(5) (the Denial of Request Review process).

19 TAC 103.1303(b)

Extension of Time

A request by a district for an extension of time to begin the operation of a video camera under Education Code 29.022 shall be made and decided using the following procedures.

Request

Any request by a district for an extension of time to begin the operation of a video camera shall be filed with the commissioner prior to the 45th school business day after a request to begin operating a video camera is received. However, a district should request an extension of time as soon as it determines that an extension of time should be filed.

A request for an extension of time to begin the operation of a video camera shall specify why an extension of time should be granted. The request shall include affidavits supporting any factual claims made in the request and reference any legal authority as to why the request should be granted. The request may include a request for expedited review. The request shall name the individual who requested the installation of cameras and provide the individual's address and telephone number. Immediately following the individual's address and telephone number there shall appear in bold type: "You have been identified as the individual who requested the operation of a video camera that is the subject of this request to the

commissioner of education to extend the statutory timeline. You may, but are not required to, participate in the proceedings before the commissioner concerning the school district's request for an extension of time. It is entirely up to you whether and to what extent you wish to participate in these proceedings. The procedures governing these proceedings are found at 19 Texas Administrative Code 103.1303(c) and Texas Education Code 29.022."

A request for an extension of time to begin the operation of a video camera shall list the names, telephone numbers, and addresses of all interested parties to the request. All interested parties include all parents of students in the classroom or other special education setting for which a video camera has been requested and all staff who provided services in a classroom for which a video camera has been requested.

Filing Documents All documents in a case shall be filed with the Division of Hearings and Appeals, Texas Education Agency, 1701 N. Congress Ave., Austin, Texas 78701, facsimile number (512) 475-3662. Documents shall be filed electronically as provided on the division's website or by mail, delivery, or facsimile. All documents must be actually received by the Division of Hearings and Appeals by the date specified in this section. The mailbox rule does not apply to filings in a case filed under this subsection. Electronic filing is strongly encouraged.

All filings in a case shall be sent to the district, the individual who initially requested the installation of the cameras, and all interested parties who have filed a request to receive documents filed in the case by the same method as the request is filed with the commissioner. Due to the requirements of FERPA, the names, telephone numbers, and addresses of parents and other publicly identifiable student information may not be given to the interested parties. The copies of the filings sent to interested parties shall be redacted to remove all personally identifiable student information.

Filing Responses Any response to a request for an extension of time to begin the operation of a video camera shall be filed with the commissioner by an interested party within 10 calendar days of the filing of the request. If no response to the request is timely filed, the commissioner shall issue a final decision within 20 calendar days of the filing of the request.

A response to a request for an extension of time to begin the operation of a video camera shall specify why an extension of time should or should not be granted. The response shall include affidavits concerning any factual claims made in the request and reference any legal authority as to why the request should or should not

be granted. The response may include a request for expedited review.

Expedited Review

A request for expedited review must be filed with the commissioner within 10 calendar days of the filing of the request for an extension of time to begin the operation of a video camera. If a request for expedited review is made, all interested parties shall be notified that they have been identified as interested parties in the request for an extension of time to begin the operation of a video camera. In particular, the interested parties will be informed that it is their choice whether to participate in the proceedings before the commissioner, that it is entirely up to them to determine to what extent they wish to participate in the proceedings, that the procedures governing these proceedings are found in 19 Administrative Code 103.1303 and Education Code 29.022, and that upon their written request filed with the commissioner they will be sent all filings in this case.

If a request for an expedited review is not made, the commissioner shall issue a final decision within 45 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

If a request for expedited review is made, the following procedures shall be followed:

1. Any reply by the district to any response to the request shall be filed with the commissioner within 25 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
2. A preliminary judgment shall be made by the commissioner within 35 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
3. Any interested party or the district may file objections to the preliminary judgment within 40 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
4. Any reply to an objection to a preliminary judgment must be filed within 45 calendar days of the filing of a request for an extension of time to begin the operation of a video camera.

5. The commissioner shall issue a final decision within 55 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

Commissioner Consideration In making either a preliminary judgment or a final judgment under this subsection, the commissioner will consider whether granting the requested extension is reasonable considering all factors, including contracting statutes, architectural and structural issues, and the difference in costs to the district if a moderate extension of time is granted.

No Appeal A commissioner's final decision under this provision is not subject to appeal.

19 TAC 103.1303(c)

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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 Methods

"Alternative methods" means a temporary instructional plan that meets the affective, linguistic, and cognitive needs of emergent bilingual (EB) students and equips the teacher under a bilingual exception or an 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 Program Teacher

"Certified bilingual program teacher" means a teacher holding bilingual certification and appropriately certified for the grade level and content area. The term "certified bilingual program teacher" is synonymous with the term "professional bilingual educator" used in Education Code 29.063.

Certified English as a Second Language Teacher

"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 Program

"Dual language immersion (DLI) program" means a state-approved bilingual program in accordance with Education Code 29.066 that uses English and a partner language. The two state-approved DLI program models are one-way DLI and two-way DLI.

Emergent Bilingual

"Emergent bilingual (EB)" 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" 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 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

"English as a second language (ESL) program" means a special language program in accordance with Education Code, Chapter 29, Subchapter B, to include both content-based and pull-out pro-

gram models. Another related term for an ESL program is "English as an additional language program."

English Proficient Student — "English proficient student" means a former EB student who has met reclassification as English proficient by the LPAC.

Exit — "Exit" refers to the point when an EB student is reclassified as English proficient and ends bilingual or ESL program participation with LPAC recommendation and parental approval. The term "exit" is synonymous with the description in Education Code, Chapter 29, Subchapter B, of a student having been "transferred out" of bilingual or special language programming. For the purpose of meeting the goals of a DLI program, the LPAC recommends that the EB student is reclassified as English proficient but continues participation in the program to further develop biliteracy for the duration of the program for prekindergarten through grade 12.

Language Proficiency Assessment Committee — "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) and Education Code 26.063 that ensures the appropriate identification, placement, assessment, services, reclassification, and monitoring of EB students. The LPAC also meets in conjunction with all other committees related to programs and services for which an EB student qualifies.

Parent — "Parent" includes the parent or legal guardian of the student in accordance with Education Code 29.052(2).

Reclassification — "Reclassification" means the process by which the LPAC determines that an EB 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), (13), (16), (19), (22)

District Responsibility

Each district shall:

1. Identify EB students based on criteria established by the state;
2. Provide bilingual education, including bilingual and ESL programs as integral parts of the general program;
3. Seek appropriately certified teaching personnel to ensure that EB 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, Subchapter B, to ensure accountability for EB 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 EB 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 calendar weeks of the enrollment of an EB 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 program);
2. An appropriately certified ESL educator (for students served through an ESL program);
3. A parent of an (EB) student participating in a bilingual or ESL program; and
4. A campus administrator.

A district may add other members to the committee.

All required members of an LPAC must be present either in person or virtually to make individualized student decisions.

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.

Meetings The LPAC may use alternative meeting methods, such as phone or video conferencing and the use of electronic signatures that adhere to district policy.

19 TAC 89.1220(b)-(d), (f); Education Code 29.063(a)-(b);

Duties 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.

Home Language Survey

For each new student enrolling for the first time in a Texas public school in any grade from prekindergarten through grade 12, the TEA-developed home language survey shall be administered. 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:

1. Ensure that the student's parent understands the language used in the survey and its implications;
2. 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 9-12;
3. Ensure the student's parent is aware of the benefits of bilingual and ESL programs; and
4. Maintain the original copy of the survey in the student's permanent record and transfer it to any subsequent Texas public school districts in which the student enrolls.

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).

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.

19 TAC 89.1215(a), (c), (e)

English Language Proficiency Testing

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 Ad-

ministrative Code 89.1226(c) and shall be identified as an EB student and recommended for placement into the required bilingual or ESL program in accordance with the testing and classification requirements in 19 Administrative Code 89.1226(f). *19 TAC 89.1226(b)*

Emergent Bilingual Classification

The LPAC may classify a student as EB 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 EB 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 home language that their child has been identified as an EB student and recommended for placement in the required bilingual or ESL program using the TEA-developed identification and placement letter.

The parent shall be provided information describing the bilingual or ESL program recommended, its benefits and goals, and its being an integral part of the school program to ensure that the parent understands the purposes and content of the program and their parental rights.

The placement of a student in the bilingual 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 (BEA). The parent's approval shall be considered valid for the student's continued participation in the required bilingual or ESL pro-

gram 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 and ESL program placement requires new parental approval using the TEA-developed continuation of language program services letter.

If a parent denies program placement at any point, the TEA-developed parental denial of program services 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 EB student and will continue to be assessed annually using the Texas English Language Proficiency Assessment System (TELPAS) until reclassification criteria have been met.

19 TAC 89.1240(a)

Pending completion of the identification process, receipt of LPAC documentation for transferring students, or parental approval of an identified EB 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 EB 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)

Reclassification and Exit Approval

The district shall use the TEA-developed parent notification of reclassification and approval of program exit letter to give written notification to the student's parent of the student's reclassification as English proficient and acquire written approval for their exit from the bilingual or ESL program.

The district shall use the TEA-developed parent notification of reclassification and option to continue in a dual language immersion

program letter to give written notification to the student's parent of the student's reclassification as English proficient and acquire written approval for continued program participation as an English proficient student.

Students meeting reclassification criteria who have been recommended for exit by the LPAC may only exit the bilingual or ESL program with parental approval.

19 TAC 89.1240(b); Education Code 29.056(a)

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-EB students shall not exceed 40 percent of the number of students enrolled in those bilingual or ESL program models 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 EB 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 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 EB 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 EB students in any language classification in the same grade level district-wide shall offer a bilingual program for the EB students in prekindergarten through the elementary grades with that language classification. "Elementary grades" shall include prekindergarten through grade 5; grade 6 shall be included when clustered with elementary grades.

A district required to provide a bilingual program shall offer dual-language instruction (English and home or partner 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 EB students for whom a district is not required to offer a bilingual program, regardless of the students' grade levels and home 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 program even if the district has fewer than 20 students identified as EB bilingual students in any language classification in the same grade level district-wide and at grade levels in which the bilingual program is not required under 19 Administrative Code 89.1205(a). If a district does operate such a program under this authorization, the district shall adhere to all program requirements in 19 Administrative Code 89.1210, .1227, .1228, and .1229. *19 TAC 89.1205(f)-(g)*

Exceptions and Waivers

A district shall comply with the requirements for bilingual exceptions and ESL waivers under 19 Administrative Code 89.1207. *Education Code 29.054; 19 TAC 89.1207*

A district that is unable to employ a sufficient number of teachers, including part-time teachers, who meet the certification requirements for the bilingual and ESL programs shall apply on or before November 1 for an exception to the bilingual program or a waiver for the ESL program as provided in 19 Administrative Code 89.1207. *19 TAC 89.1245(b)*

Program Design

A district that is required to offer bilingual education through bilingual or ESL program models shall provide each EB student the opportunity to be enrolled in the required program at their grade level.

A district's bilingual and ESL program models shall comply with the program content and design requirements of 19 Administrative Code 89.1210. A district shall ensure ongoing collaboration between bilingual and ESL programs and the general education programs to provide equitable educational access for all learners.

19 TAC 89.1210(a)-(b)

EB students shall participate with their non-EB 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-EB peers in all extracurricular activities. Elective courses included in the curriculum may be taught in a language other than English. *Education Code 29.055, .057(b); 19 TAC 89.1210(f)*

Bilingual Education Program Models

Bilingual education shall be implemented through at least one of the following program models:

1. Transitional bilingual/early exit;
2. Transitional bilingual/late exit;
3. Dual language immersion/one-way; or
4. Dual language immersion/two-way.

19 TAC 89.1210(c)

ESL Program Models

The ESL program shall be implemented through one of the following program models:

1. An ESL/content-based program model is an English acquisition program that serves students identified EB 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 program participants 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 identified EB students through English instruction using content-based language instruction methods provided by an appropriately certified ESL teacher under Education Code 29.061(c), in reading and language arts in a pull-out or inclusionary delivery setting. The goal of ESL pull-out is for program participants 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 EB 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 EB 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-EB 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 and reclassified EB students and non-EB 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 for 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 EB students to 50 percent non-EB students and have no more than two-thirds speakers of the partner language to one-third speakers of English in each classroom;

2. Support of program benefits and goals as stated in 19 Administrative Code 89.1210 (Program Content and Design);

3. The district's commitment to providing equitable access to services for EB 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; and

5. Expectations for students, families, and district and campus stakeholders.

19 TAC 89.1228(a)-(c)

A district implementing a two-way DLI program model shall obtain written parental approval as follows:

1. For EB students in accordance with 19 Administrative Code 89.1240; and

2. For non-EB 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 EB students, the LPAC shall convene before the administration of the state criterion-referenced test each year to determine the appropriate assessment option for each EB student in accordance with 19 Administrative Code 89.1220(i) (Language Proficiency Assessment Committee).

2. For reclassified EB students and non-EB 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 campuses that implement an exceptional DLI program if the campus meets all of the following criteria. The school shall:

1. Meet the minimum requirements stated in 19 Administrative Code 89.1227;

2. Receive an acceptable performance rating in the state accountability system; and

3. Not have a bilingual and/or ESL program identified in any stage of intervention under the state's accountability system.

Student Recognition

An individual student participating in a DLI is eligible for local school district recognitions, including a performance acknowledgement in accordance with 19 Administrative Code 74.14. [See EIF]

19 TAC 89.1229

Facilities

Bilingual 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 cluster the programs at designated facilities within the district. Recent immigrant EB 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 avail-

ability of the programs shall be publicized throughout the districts involved.

A district may allow a nonresident EB 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 EB 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 approved 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 EB 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 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 and/or ESL program because of an insufficient number of appropriately certified teachers shall request from the commissioner of education an exception to the bilingual program and/or a waiver for the ESL program and the approval of temporary alternative methods. EB students with parental approval for program participation under a bilingual exception or an ESL waiver will be included in the bilingual education allotment (BEA) designated for temporary alternative methods. The approval of a bilingual exception and/or an ESL

waiver application shall be valid only during the school year for which it was granted, which includes summer school. The bilingual exception and/or ESL waiver application shall 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)-(d); Education Code 29.054*

Emergent Bilingual Students and State Assessments

In kindergarten-grade 12, an EB 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 EB 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)

Post-Exit Monitoring and Reenrollment

The LPAC 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 their child's English proficiency development as a result of participation in the program offered to EB 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 EB students. [See BQB]

19 TAC 89.1265

Distance Learning and Correspondence Courses

Credit toward state graduation requirements may be granted for distance learning and correspondence courses only as follows:

1. The institution offering the correspondence course is The University of Texas at Austin, Texas Tech University, or another public institution of higher education approved by the commissioner of education.
2. Students may earn course credit through distance learning technologies such as satellite, internet, two-way videoconferencing, online courses, the Texas Virtual School Network (TXVSN), and instructional television.
3. The distance learning and correspondence courses must include the state-required essential knowledge and skills for such a course.

19 TAC 74.23

Texas Virtual School Network

The TXVSN is a state-led initiative for online learning authorized by Education Code Chapter 30A. The TXVSN is a partnership network administered by the Texas Education Agency (TEA) in coordination with regional education service centers (ESCs), Texas public school districts and charter schools, institutions of higher education, and other eligible entities.

The TXVSN is comprised of two components—the online school (OLS) program and the statewide course catalog.

19 TAC 70.1001(4)

Online School (OLS) Program

"Online School (OLS) program" is a full-time, virtual instructional program that is made available through an approved course provider and is designed to serve students in grades 3-12 who are not physically present at school. *19 TAC 70.1001(7)*

A TXVSN OLS may serve students in grades 3-12 but may not serve students in kindergarten-grade 2.

A school district that operates a TXVSN OLS that serves students in full-time virtual instruction shall, prior to the start of each academic year, notify TEA of grade levels to be served and the total number of students to be served during that academic year. A school district may not add grade levels after the start of the school year.

A TXVSN OLS or a school district wishing to add additional grade levels to its online program shall certify that the OLS has courses sufficient to comprise a full instructional program for each additional grade level to be served by the OLS prior to serving that grade level.

School districts approved to serve as TXVSN OLSs shall follow the TEA procedures related to obtaining a campus number for the virtual campus through which they serve their TXVSN OLS students.

School districts serving as TXVSN OLSs must follow all requirements in 19 Administrative Code 70.1011.

19 TAC 70.1011

Statewide Course Catalog

"Statewide course catalog" is a supplemental online instructional program available through approved providers. *19 TAC 70.1001(10)*

Course Providers

A TXVSN course provider is an entity that provides an electronic course through the TXVSN. Course providers include TXVSN OLSs and providers in the statewide course catalog. *19 TAC 70.1001(8)*

Electronic Course

"Electronic course" means an educational course in which:

1. Instruction and content are delivered primarily over the internet;
2. A student and teacher are in different locations for a majority of the student's instructional period;
3. Most instructional activities take place in an online environment;
4. The online instructional activities are integral to the academic program;
5. Extensive communication between a student and a teacher and among students is emphasized; and
6. A student is not required to be located on the physical premises of a school district or open-enrollment charter school.

An electronic course is the equivalent of what would typically be taught in one semester. For example: English IA is treated as a single electronic course and English IB is treated as a single electronic course.

Education Code 30A.001(4); 19 TAC 70.1001(1)

OLS Eligibility

To be eligible to serve as a TXVSN OLS, a school district shall:

1. Have a current accreditation status of Accredited under 19 Administrative Code 97.1055 (Accreditation Status);
2. Be rated acceptable under Education Code 39.054;

3. Be rated at the Standard Achievement level or higher under the state financial accountability rating system under 19 Administrative Code 109.1001 (Financial Accountability Ratings);

4. Have met statutory requirements for timely submission of annual audit and compliance reports, Public Education Information Management System (PEIMS) reports, and timely deposits with the Teacher Retirement System, with all records and reports reflecting satisfactory performance;

5. Be in good standing with other programs, grants, and projects administered through TEA; and

6. Have been approved to operate a TXVSN OLS as of January 1, 2013.

19 TAC 70.1009(a)

Statewide Course Catalog Provider Eligibility

To be eligible to serve as a course provider in the TXVSN statewide course catalog, a district must be rated acceptable under Education Code 39.054. A Texas school district may provide an electronic course through the TXVSN to a student enrolled in that district or school, a student enrolled in another school district or school in the state, or a student who resides in Texas who is enrolled in a school other than a public school district or charter school. *19 TAC 70.1007(a)*

General Requirements

TXVSN course providers shall:

1. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance in the course at least once every 12 weeks;

2. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance at least once every three weeks if the student's performance in the course is consistently unsatisfactory, as determined by the TXVSN course provider;

3. Notify students in writing upon enrollment to participate in the TXVSN course with specific dates and details regarding enrollment;

4. Meet all federal and state requirements for educating students with disabilities;

5. Provide a contingency plan for the continuation of instructional services to all TXVSN students allowing them to complete their TXVSN courses in the event that the contract or agreement through which the electronic courses are provided

are terminated or the TXVSN courses become unavailable to students;

6. Ensure a maximum class size limit of 40 students in a single section of a course and ensure that the class size does not exceed the maximum allowed by law, as applicable, whichever is less; and

7. Meet all reporting requirements established by TXVSN central operations, including timely submission of student performance reports, course completion results, catalog data, data required to verify instructor qualifications, and all data necessary for the TXVSN Informed Choice Report required under 19 Administrative Code 70.1031 (Informed Choice Reports).

19 TAC 70.1007(c)

Receiver District Requirements

A district is eligible to serve as a receiver district in the TXVSN statewide course catalog. Each TXVSN receiver district shall:

1. Register as a receiver district with TXVSN central operations;

2. Assign a qualified staff member to serve as the TXVSN coordinator;

3. Enroll a student who resides in Texas and who is enrolled in a school other than a public school district or charter school upon request by the student and/or parent or guardian; and

4. In accordance with 19 Administrative Code 74.26 (Award of Credit), award credit to a student enrolled in the district who has successfully completed all state and local requirements and received a grade that is the equivalent of 70 on a scale of 100, based upon the essential knowledge and skills for a high school course offered through the TXVSN statewide course catalog.

19 TAC 70.1008

Courses

All electronic courses to be made available through the TXVSN shall be reviewed and approved prior to being offered in accordance with the course requirements at 19 Administrative Code 70.1005. *19 TAC 70.1005(a)*

An electronic course or program that was offered or could have been offered during the 2008-09 school year under former Education Code 29.909, as that section existed on January 1, 2009, may be offered during a subsequent school year through the TXVSN. *Education Code 30A.006*

Student Eligibility

A student is eligible to enroll in a TXVSN course only if the student:

Generally

1. On September 1 of the school year is younger than 21 years of age or is younger than 26 years of age and entitled to the benefits of the Foundation School Program under Education Code 48.003;
2. Has not graduated from high school; and
3. Is otherwise eligible to enroll in a public school in this state.

A student is eligible to enroll full-time in courses provided through the TXVSN only if the student:

1. Was enrolled in a public school in this state in the preceding school year;
2. Is a dependent of a member of the United States military who has been deployed or transferred to this state and was enrolled in a publicly funded school outside of this state in the preceding school year; or
3. Has been placed in substitute care in this state, regardless of whether the student was enrolled in a public school in this state in the preceding school year.

Exception for Military Dependents

A student is eligible to enroll in one or more TXVSN courses or enroll full-time in courses provided through the network if the student:

1. Is a dependent of a member of the United States military;
2. Was previously enrolled in high school in this state; and
3. No longer resides in this state as a result of a military deployment or transfer.

Provisional Enrollment

If a student has not provided required evidence of eligibility to enroll, a TXVSN OLS may enroll a student provisionally for 10 school days and withdraw the student from the OLS if the student does not provide the required evidence of eligibility within 10 school days of the provisional enrollment.

Upon enrolling a student provisionally, the TXVSN OLS shall notify the student and the student's parents or guardians that the student will be withdrawn if documentation is not provided within the required timeframe.

Education Code 30A.002; 19 TAC 70.1013

Enrolled Students

A student who is enrolled in the district as a full-time student may take one or more electronic courses through the TXVSN. *Education Code 30A.107(b)*

Unenrolled Students

A student who resides in this state but who is not enrolled in a school district or open-enrollment charter school in this state as a full-time student may, subject to Education Code 30A.155, enroll in electronic courses through the TXVSN. The student:

1. May not in any semester enroll in more than two electronic courses offered through the TXVSN;
2. Is not considered to be a public school student;
3. Must obtain access to a course provided through the network through the school district or open-enrollment charter school attendance zone in which the student resides;
4. Is not entitled to enroll in a course offered by a school district or open-enrollment charter school other than an electronic course provided through the network; and
5. Is not entitled to any right, privilege, activities, or services available to a student enrolled in a public school, other than the right to receive the appropriate unit of credit for completing an electronic course.

Education Code 30A.107(c)

Enrollment, Advancement, and Withdrawal

A student taking a course through the TXVSN statewide course catalog or a TXVSN OLS program is considered to:

1. Be enrolled in a TXVSN course when he or she begins receiving instruction and actively engages in instructional activities in a TXVSN subject area or course;
2. Have successfully completed a course if the student demonstrates academic proficiency and, for a high school course, earns credit for the course, as determined by the TXVSN teacher; and
3. Be, and must be reported as, withdrawn from the TXVSN when the student is no longer actively participating in the TXVSN course or program.

A student taking a course through the TXVSN statewide course catalog:

1. Shall enroll in each TXVSN course through the TXVSN online registration system;
2. Shall be assigned a grade by the TXVSN teacher after the drop period established by TXVSN central operations;
3. May withdraw from a course taken through the TXVSN after the instructional start date without academic or financial

penalty within the drop period established by TXVSN central operations; and

4. Shall have the grade assigned by the TXVSN teacher added to the student's record by the student's home district, and for a high school course, added to the student's transcript.

A student enrolled full time in a TXVSN online program in grades 3-8 must demonstrate academic proficiency sufficient to earn promotion to the next grade, as determined by the TXVSN teacher for the educational program.

19 TAC 70.1015

Compulsory Attendance

Texas public school students are not required to be in physical attendance while participating in courses through a TXVSN OLS or the TXVSN course catalog.

Based upon successful completion of a TXVSN course for students in grades 9-12 or a TXVSN OLS instructional program for students in grades 3-8, students are considered to have met attendance requirements for that course or program. A student who has successfully completed the grade level or course is eligible to receive any weighted funding for which the student is eligible.

For audit purposes, TXVSN course providers and TXVSN receiver districts shall maintain documentation to support the students' successful completion and to support verification of compulsory attendance.

"TXVSN receiver district" means a Texas public school district that has students enrolled in the school district who take one or more online courses through the TXVSN statewide course catalog.

19 TAC 70.1001(9), .1017

Local Policy

A district shall adopt a written policy that provides students enrolled in the district with the opportunity to enroll in electronic courses provided through the TXVSN statewide course catalog. The policy must be consistent with the requirements regarding notice, enrollment requests, and students with disabilities as described below.

A district shall, at least once per school year, send to a parent of each district student enrolled at the middle or high school level a copy of the policy. A district may send the policy with any other information that the district sends to a parent.

Education Code 30A.007; 19 TAC 70.1033

Notice

At the time and in the manner that a district informs students and parents about courses that are offered in the district's traditional

classroom setting, the district shall notify parents and students of the option to enroll in an electronic course offered through the TXVSN.

Requests to Enroll

Except as provided below, a district may not deny the request of a parent of a full-time student to enroll the student in an electronic course offered through the TXVSN.

A district may deny a request to enroll a student in an electronic course if:

1. A student attempts to enroll in a course load that is inconsistent with the student's high school graduation plan or requirements for college admission or earning an industry certification;
2. The student requests permission to enroll in an electronic course at a time that is not consistent with the enrollment period established by the district providing the course; or
3. The district offers a substantially similar course.

The course provider shall make all reasonable efforts to accommodate the enrollment of a student in the course under special circumstances.

If a parent of a student requests permission to enroll the student in a TXVSN course, a district has discretion to select a course provider approved by TEA for the course in which the student will enroll based on factors including the informed choice report required by Education Code 30A.108(b).

Appeals

A parent may appeal to the commissioner a district's decision to deny a request to enroll a student in an electronic course offered through the TXVSN. The commissioner's decision under this subsection is final and may not be appealed.

Education Code 26.0031; 19 TAC 70.1008, .1035

Students with Disabilities

For purposes of the policy, the determination of whether or not an electronic course will meet the needs of a student with a disability shall be made by the student's admission, review, and dismissal (ARD) committee in a manner consistent with state and federal law, including the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794. *Education Code 30A.007(b)*

Required Enrollment Prohibited

A school district or open-enrollment charter school may not require a student to enroll in an electronic course. *Education Code 30A.107(d)*

Inducements for Enrollment Prohibited	A course provider may not promise or provide equipment or any other thing of value to a student or a student's parent as an inducement for the student to enroll in an electronic course offered through the TXVSN. The commissioner shall revoke approval of electronic courses offered by a course provider that violates this prohibition. The commissioner's action under this section is final and may not be appealed. *Education Code 30A.1052*
Course Portability	A student who transfers from one educational setting to another after beginning enrollment in an electronic course is entitled to continue enrollment in the course. *Education Code 30A.1051; 19 TAC 70.1015(d)*
Student Assessment	All Texas public school students enrolled in the TXVSN are required to take the statewide assessments as required in Education Code 39.023 [see EKB]. The administration of the assessment instrument to the student enrolled in the electronic course must be supervised by a proctor. A district shall report to the commissioner through the Public Education Information Management System (PEIMS) the results of assessment instruments administered to students enrolled in an electronic course offered through the TXVSN separately from the results of assessment instruments administered to other students. All districts participating in the TXVSN OLS program are included in the state's academic accountability system. *Education Code 30A.110; 19 TAC 70.1023*
Funding	A district in which a student is enrolled is entitled to funding under Education Code Chapter 48 for the student's enrollment in a TXVSN course in the same manner that the district is entitled to funding for the student's enrollment in courses provided in a traditional classroom setting, provided that the student successfully completes the electronic course. Funding is limited to a student's enrollment in not more than three electronic courses during any school year, unless the student is enrolled in a full-time online program that was operating on January 1, 2013. *Education Code 30A.153* A district may decline to pay the cost for a student of more than three yearlong electronic courses, or the equivalent, during any school year unless the student is enrolled in a full-time online program that was operating on January 1, 2013. If the district declines to pay the cost, a student is able to enroll in additional electronic courses at the student's cost. *Education Code 26.0031(c-1)*

Course Cost

A district may charge the course cost for enrollment in a TXVSN course to a student who resides in this state and:

1. Is enrolled in the district as a full-time student with a course load greater than that normally taken by students in the equivalent grade level in other school districts; or
2. Elects to enroll in a TXVSN course for which the district in which the student is enrolled as a full-time student declines to pay the cost as authorized by Education Code 26.0031(c-1).

A district may charge the course cost for enrollment in a TXVSN course during the summer.

A district shall charge the course cost for enrollment in a TXVSN course to a student who resides in this state and is not enrolled in a school district or open-enrollment charter school as a full-time student.

A TXVSN course cost may not exceed the lesser of the cost of providing the course or $400.

A district may decline to pay the course costs for a student who chooses to enroll in more than three year-long electronic courses, or the equivalent, during any school year. This does not limit the ability of the student to enroll in additional electronic courses offered through the TXVSN at the student's expense.

A district that is not the course provider may charge a student enrolled in the district a nominal fee, not to exceed $50, if the student enrolls in a TXVSN course that exceeds the course load normally taken by students in the equivalent grade level.

A course provider in the TXVSN statewide course catalog shall receive:

1. No more than 70 percent of the catalog course cost prior to a student successfully completing the course; and
2. The remaining 30 percent of the catalog course cost when the student successfully completes the course.

Education Code 30A.155(a)-(c-1); 19 TAC 70.1025

Educators of Electronic Courses

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must be certified under Education Code Chapter 21, Subchapter B, to teach that course and grade level or meet the credentialing requirements of the institution of higher education with which they are affiliated and that is serving as a course provider.

In addition, each instructor must successfully complete one continuing professional development course specific to online learning every three years, and:

1. Successfully complete a professional development course or program approved by TXVSN central operations before teaching an electronic course offered through the TXVSN; or
2. Have a graduate degree in online or distance learning and have demonstrated mastery of the National Standards for Quality Online Teaching; or
3. Have two or more years of documented experience teaching online courses for students in grades 3-12 and have demonstrated mastery of the National Standards for Quality Online Teaching.

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must meet highly qualified teacher requirements under the Elementary and Secondary Education Act, as applicable.

TXVSN course providers shall affirm the preparedness of teachers of TXVSN electronic courses to teach public school-age students in a highly interactive online classroom and shall:

1. Maintain records documenting:
    a. Valid Texas educator certification credentials appropriate for the instructor's TXVSN assignment;
    b. Successful initial completion of TXVSN-approved professional development, evidence of prior online teaching, or a graduate degree in online or distance learning; and
    c. Instructors' demonstrated mastery of the National Standards for Quality Online Teaching prior to teaching through the TXVSN;
2. Conduct and maintain records for background checks;
3. Maintain records of successful completion of continuing professional development;
4. Maintain records documenting successful completion of TXVSN-approved professional development before the end of the school year for any instructor who is hired after the school year has begun; and

5. Make the records specified in this subsection available to TEA and TXVSN central operations upon request.

19 TAC 70.1027

Revocation

The commissioner may revoke the right to participation in the TXVSN based on any of the following factors:

1. Noncompliance with relevant state or federal laws;
2. Noncompliance with requirements and assurances outlined in the contractual agreements with TXVSN central operations and/or these provisions and Education Code Chapter 30A; or
3. Consistently poor student performance rates as evidenced by results on statewide student assessments, student withdrawal rates, student completion rates, successful completion rates, or campus accountability ratings.

19 TAC 70.1029

Applicability

Unless a district chooses to participate in providing an electronic course or an electronic diagnostic assessment under Education Code Chapter 30A to a student who is located on the physical premises of a school district or open-enrollment charter school, Chapter 30A does not affect the provision of a course to such a student.

Requirements imposed by or under Education Code Chapter 30A do not apply to a virtual course provided by a district only to district students if the course is not provided as part of the TXVSN.

Education Code 30A.004

Certificate of Coursework Completion The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

Partial Credit When a student earns a passing grade in only half of a course and the average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

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High School Diploma

A student may graduate and receive a diploma only if the student:

1. Successfully completes the curriculum requirements identified by the State Board of Education (SBOE) [see State Graduation Requirements, below], has performed satisfactorily on applicable state assessments [see EKB], and complies with the financial aid application requirements in Education Code 28.0256 [see below]; or

2. Successfully completes an individualized education program (IEP) developed under Education Code 29.005. [See EHBAB]

Education Code 28.025(c)

Note: Education Code 28.0256 applies beginning with students enrolled at the 12th grade level during the 2021-22 school year.

FAFSA Required

Before graduating from high school, each student must complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), except as provided below.

A student is not required to comply with the above provision if:

1. The student's parent or other person standing in parental relation submits a signed form indicating that the parent or other person authorizes the student to decline to complete and submit the financial aid application;

2. The student signs and submits the form described above on the student's own behalf if the student is 18 years of age or older or the student's disabilities of minority have been removed for general purposes under Family Code Chapter 31; or

3. A school counselor authorizes the student to decline to complete and submit the financial aid application for good cause, as determined by the school counselor.

If a school counselor notifies a district whether a student has complied with this section for purposes of determining whether the student meets high school graduation requirements under Education Code 28.025, the school counselor may only indicate whether the student has complied with this section and may not indicate the manner in which the student complied, except as necessary for the district to comply with the commissioner’s rules.

A school counselor may not indicate that a student has not complied with this section if the district fails to provide the required form

to the student or the student's parent or other person standing in parental relation to the student.

Education Code 28.0256; 19 TAC 74.11(b)

Opt-Out Form

The board shall adopt the standard opt-out form provided by the Texas Education Agency (TEA).

The opt-out form shall be available in English, Spanish, and any other language spoken by a majority of the students enrolled in a bilingual education or special language program in the district. A district is responsible for translations not provided by TEA.

The opt-out form must include the student's signature of intent to decline to complete a financial aid application prior to the student's anticipated graduation date.

19 TAC 74.1023(c)

Notification

A district shall provide students with the notifications regarding the financial aid application requirement, in accordance with 19 Administrative Code 74.1023(d).

Proof of Submission

A district shall require one of the following methods of proof that a student has completed and submitted the FAFSA or TASFA.

For completion and submission of the FAFSA:

1. ApplyTexas Counselor Suite FAFSA data;
2. Notification from the U.S. Department of Education that demonstrates a student has completed and submitted a FAFSA; or
3. A local policy developed by a district for the method by which a student must provide proof that the student has completed a FAFSA.

A district shall develop a local policy for the method by which a student must provide proof that the student has completed a TASFA.

19 TAC 74.1023(e)

Information Submission and Confidentiality

A district shall report through the Texas Student Data System Public Education Information Management System (TSDS PEIMS) not later than December 1 of each school year for students awarded diplomas in the previous school year the number of students who completed and submitted a financial aid application and the number of students who submitted an exception.

A district shall maintain student financial aid application information securely and ensure compliance with federal law regarding the

confidentiality of student educational information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), and any state law relating to the privacy of student information [see FL].

19 TAC 74.1023(f)-(g)

Individual Graduation Committee

A student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258 or 19 Administrative Code 74.1025. A student's admission, review, and dismissal (ARD) committee determines whether a student is required to achieve satisfactory performance on an end-of-course (EOC) assessment to graduate. *19 TAC 74.1025(n)* [See EHBAB]

For each 11th or 12th grade student who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate as a result of an IGC decision before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
    a. The student's parent or person standing in parental relation to the student;
    b. A designated advocate if the parent is unable to serve; or
    c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)-(c), (c-2); 19 TAC 74.1025(b)

A district may not establish an initial IGC for eligible students after June 10 or before the start of the next school year. Once the IGC has been established, it is the original IGC for that student.

If a student leaves a district after an original IGC has been established and before that original IGC awards a high school diploma to the student, any other district that later enrolls the student shall request information from the student's original IGC of record and shall implement the original IGC recommendations to the extent possible.

Alternate Members

In the event that the teacher identified in item 2 above is unavailable, the principal shall designate as an alternate member of the committee a teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is most familiar with the student's performance in that subject area.

In the event that the individual identified above in item 3 above is unavailable, the principal shall designate as an alternate member of the committee an experienced teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is familiar with the content of and instructional practices for the applicable course.

In the event that the student's parent or person standing in parental relation to the student is unavailable to participate in the IGC, the principal shall designate an advocate with knowledge of the student to serve as an alternate member of the committee.

19 TAC 74.1025(c), (e), (g)-(i)

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

Curriculum Requirements

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

Additional Requirements to Graduate

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

Emergent Bilingual Students

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. *19 TAC 101.3023(a)* [See Graduation of Students Receiving Special Education Services, below, and EKB]

Posthumous Diploma

Beginning with students who would have graduated at the end of the 2019-20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may not be issued before the graduation date of the class in which the student was enrolled at the time of death.

Exception

A district is not required to issue a posthumous diploma if the student was convicted of a felony offense under Penal Code Title 5 or 6 or adjudicated as having engaged in conduct constituting a felony offense under Penal Code Title 5 or 6.

Education Code 28.0254

Diplomas for Veterans

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or

2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

Education Code 28.0251

Texas First Early High School Completion Program

A district shall allow a student to graduate and receive a high school diploma under the Texas First Early High School Completion Program if, using the standards established by TEA and the Texas Higher Education Coordinating Board and eligible institutions of higher education, the student demonstrates mastery of and early readiness for college in each of the subject areas described by the standards and in a language other than English, notwithstanding any other local or state requirements.

A student who earns a high school diploma through the program is considered to have earned a distinguished level of achievement.

Notice Upon Enrollment

On a student's initial enrollment in high school in a grade level below grade 12 in a district, the district shall provide to the student and the student's parent or guardian information regarding the requirements to earn a high school diploma under the Texas First Early High School Completion Program and the Texas First Scholarship Program.

Education Code 28.0253(e)-(g); 19 TAC 21.52(a)

The notice must include information about the requirement that a student must provide an official copy of their assessment results

and transcripts, as applicable, to receive credit for the assessments and credits required to receive early graduation from the program. *19 TAC 21.54*

Personal Graduation Plan

Junior High or Middle School PGP

A principal of a junior high or middle school shall designate a school counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for each student enrolled in the junior high or middle school who:

1. Does not perform satisfactorily on a state assessment instrument; or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade level 9, as determined by a district.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC];
4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

Education Code 28.0212

Students Receiving Special Education Services

For a student receiving special education services, the student's ARD committee and the district are responsible for developing the student's PGP.

A student's IEP developed under Education Code 29.005 may be used as the student's PGP.

Education Code 28.0212(c); 19 TAC 89.1050(a) [See EHBAB]

High School PGP

A principal of a high school shall designate a school counselor or school administrator to review PGP options with each student entering grade 9 together with that student's parent or guardian. The

PGP options reviewed must include the distinguished level of achievement and endorsements.

Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student that identifies a course of study that:

1. Promotes college and workforce readiness and career placement and advancement; and
2. Facilitates the student's transition from secondary to postsecondary education.

A district may not prevent a student and the student's parent or guardian from confirming a PGP that includes pursuit of a distinguished level of achievement or an endorsement.

A student may amend the student's PGP after the initial confirmation of the plan. If a student amends the student's PGP, the school must send written notice to the student's parents regarding the change.

TEA must make available to a district information that explains the advantages of the distinguished level of achievement described by Education Code 28.025(b-15) and each endorsement described by Education Code 28.025(c-1). A district, in turn, shall publish the information from TEA on the internet website of the district and ensure that the information is available to students in grades nine and above and the parents or legal guardians of those students in the language in which the parents or legal guardians are most proficient.

A district is required to provide this information in the language in which the parents or legal guardians are most proficient only if at least 20 students in a grade level primarily speak that language.

Education Code 28.02121

Early Graduation

A parent is entitled to request, with the expectation that the request will not be unreasonably denied, that the parent's child be permitted to graduate from high school earlier than the child would normally graduate, if the child completes each course required for graduation. The decision of a board concerning the request is final and may not be appealed. *Education Code 26.003(a)(3)(C), (b)*
[See FMH, FNG]

State Graduation Requirements

Note: For current state graduation requirements, including those for students who entered grade 9 before the 2007-08 school year but that are not otherwise referenced in this policy, see Education Code 28.025 and 19 Administrative Code Chapter 74.

Students Entering Grade 9

To receive a high school diploma, a student entering grade 9 in the 2014-15 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 [see Foundation High School Program, below];
2. Testing requirements for graduation under 19 Administrative Code Chapter 101 [see EKB]; and
3. Demonstrated proficiency, in grade 8 or higher, as determined by the district, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement.

Education Code 28.025(c); 19 TAC 74.11(a), (d)

Foundation High School Program

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts — 4 credits;
2. Mathematics — 3 credits;
3. Science — 3 credits;
4. Social Studies — 3 credits;
5. Languages other than English — 2 credits;
6. Physical Education — 1 credit;
7. Fine Arts — 1 credit; and
8. Elective courses — 5 credits.

19 TAC 74.12(a)-(b)

Endorsements

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. *19 TAC 74.13(a)*

A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;
3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

A district must make at least one endorsement available to students. A district that offers only one endorsement curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

A district shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

A district may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110-117, 127, and 130 are followed.

19 TAC 74.13(a)-(d); Education Code 28.025

For more information on endorsements, including the requirements for specific endorsements, see 19 Administrative Code 74.13(e)-(g).

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate under the foundation high school program without earning an endorsement.

19 TAC 74.11(e)

Distinguished Level of Achievement

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(f)*

Algebra II Notification

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);
2. The student has demonstrated equivalent knowledge as determined by the district; or

3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(j)-(k)

Dual Credit Courses

Courses offered for dual credit at or in conjunction with an institution of higher education (IHE) that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(i)*

Core Curriculum College Courses

A district shall permit a student to comply with the curriculum requirements under the foundation high school program by successfully completing appropriate courses in the core curriculum of an IHE. A student who has completed the core curriculum of an IHE in accordance with Education Code 61.822, as certified by the IHE in accordance with Education Code 4.28:

1. Is considered to have earned an endorsement by successfully completing the appropriate courses for that endorsement;

2. Is considered to have earned a distinguished level of achievement under the foundation high school program; and

3. Is entitled to receive a high school diploma.

19 TAC 74.11(o)

Languages Other Than English

Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

A student who successfully completes a course in American Sign Language while in elementary school may satisfy one credit of the two credits required in a language other than English. *19 TAC 74.12(b)(5)(G)*

Physical Education

The required credit may be selected from one full credit or a combination of two half credits from two different courses from the following courses:

1. Lifetime Fitness and Wellness Pursuits;
2. Lifetime Recreation and Outdoor Pursuits; and
3. Skill-Based Lifetime Activities.

Other Physical Education Activities

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that meets the requirement for 100 minutes of moderate to vigorous physical activity per five-day school week and that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. Junior Reserve Officer Training Corps (JROTC); and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the required physical education courses may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities permitted by local district policy must include at least 100 minutes of moderate to vigorous physical activity per five-day school week.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Credit may not be earned more than once for the Lifetime Fitness and Wellness Pursuits course or the Skill-Based Lifetime Activities course. Credit may not be earned more than twice for the Lifetime Recreation and Outdoor Pursuits course.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies, or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

19 TAC 74.12(b)(6); Education Code 28.025(b-10)-(b-11)

Community-Based Fine Arts Programs

In accordance with local district policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by the school district in which the student is enrolled.

In accordance with local policy, credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. The district must apply to the commissioner for approval of the community-based fine arts program;
2. The board must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code Chapter 117, Subchapter C;
3. The district must document student completion of the approved activity;
4. The program must be organized and monitored by appropriately trained instructors;
5. The fine arts program may be provided on or off a school campus and outside the regular school day; and
6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

The district shall require that instructors of the community-based fine arts program provide the district, at its request, the information necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code Chapter 153, Subchapter DD, if the community-based program is offered on campus.

Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030

Performance Acknowledgments

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student's transcript for:

1. Outstanding performance:
    a. In a dual credit course;
    b. In bilingualism and biliteracy;
    c. On a College Board advanced placement test or international baccalaureate examination;

d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student's progress toward readiness for college and the workplace; or

e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or

2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

Education Code 28.025(c-5); 19 TAC 74.14

Students Who Entered Grade 9 Before the 2014-15 School Year

All credit for graduation must be earned no later than grade 12. *19 TAC 74.61(b), .71(b)*

Minimum High School Program

A student entering grade 9 prior to the 2014-15 school year who does not choose to complete the curriculum requirements for high school graduation under the foundation high school program must enroll in the courses necessary to complete the curriculum requirements for the Recommended High School Program or the Advanced/Distinguished Achievement High School Program, unless the student, the student's parent or other person standing in parental relation to the student, and a school counselor or school administrator agree in writing signed by each party that the student should be permitted to take courses under the Minimum High School Program, and the student:

1. Is at least 16 years of age;

2. Has completed two credits required for graduation in each subject of the foundation curriculum under Education Code 28.002(a)(1); or

3. Has failed to be promoted to the 10th grade one or more times as determined by the school district.

Students with Disabilities

If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.

Applicability

A student who was permitted to take courses under the Minimum High School Program prior to the 2009-10 school year may remain in the Minimum High School Program.

19 TAC 74.61(c), (d), .71(c), (d)

Requirements

A student must earn at least 22 credits to complete the Minimum High School Program.

A student who entered grade 9 in the 2012-13 or 2013-14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.

A student who enters grade 9 before the 2012-13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D-F.

Education Code 28.025; 19 TAC 74.62, .72

Recommended High School Program

A student who entered grade 9 in the 2012-13 or 2013-14 school year must earn at least 26 credits to complete the Recommended High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.73. *Education Code 28.025; 19 TAC 74.63, .73*

Advanced / Distinguished Achievement High School Program

A student who entered grade 9 in the 2012-13 or 2013-14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. *Education Code 28.025; 19 TAC 74.64, .74*

Substitutions

No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. *19 TAC 74.63(d), .64(e), .73(d), .74(e)*

AP or IB Courses

College Board advanced placement and international baccalaureate courses may be substituted for required courses in appropriate areas. These courses may be used as electives in all three high school graduation programs. *19 TAC 74.61(k), .71(i)*

Reading

A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:

1. Adopts policies to identify students in need of additional reading instruction;
2. Has procedures that include assessment of individual student needs and ongoing evaluation of each student's progress; and
3. Monitors instructional activities to ensure that student needs are addressed.

Reading credits may be selected from Reading I, II, or III.

19 TAC 74.61(h), .71(f)

College Courses

A student may comply with the curriculum requirements under the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program for each subject of the foundation curriculum and for languages other than English by successfully completing appropriate courses in the core curriculum of an IHE. *19 TAC 74.61(l), .71(j)*

Physical Education Substitutions

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

Other Physical Activity

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities must include at least 100 minutes per five-day school week of moderate to vigorous physical activity.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, or social studies for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Student with Physical Limitations

If a student entering grade 9 during the 2007-08 school year or thereafter is unable to comply with all of the requirements for a physical education course due to a physical limitation certified by a licensed medical practitioner, a modification to a physical education course does not prohibit the student from earning a Recommended or Advanced/Distinguished High School Program diploma. A student with a physical limitation must still demonstrate proficiency in the relevant knowledge and skills in a physical education course that do not require physical activity.

Education Code 28.025(b-10)-(b-11); 19 TAC 74.62(b)(7), .63(b)(7), .64(b)(7), .72(b)(6), .73(b)(6), .74(b)(6)

Transfers from Out-of-State or Nonpublic Schools

Out-of-state or out-of-country transfer students (including foreign exchange students) and transfer students from Texas nonpublic schools are eligible to receive Texas diplomas but shall complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspon-

dence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. *19 TAC 74.11(g)* [See EHDB, EHDC, EHDE, and EI]

Graduation of Students Receiving Special Education Services

Modified Curriculum and Content

Modified curriculum and modified content refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110-117, 126-128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. *19 TAC 89.1070(k)*

Employability and Self-Help Skills

Employability and self-help skills are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. *19 TAC 89.1070(i)*

Summary of Academic Achievement and Evaluation

A summary of academic achievement and functional performance must be provided prior to exit from public school for students who meet one of the following conditions:

1. A student who has met requirements for graduation specified in 19 Administrative Code 89.1070(b)(1) or who has exceeded the maximum age eligibility as described by 19 Administrative Code 89.1035; or

2. A student who has met requirements for graduation specified in 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B), or (C). A student meeting this condition is entitled to an evaluation as described by 34 C.F.R. 300.305(e)(1).

The summary of performance must include recommendations on how to assist the student in meeting the student's postsecondary goals, as required by 34 C.F.R. 300.305(e)(3). This summary must also 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. Students who meet graduation requirements under 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B),or (C) and who will continue enrollment in public school to receive special education services aligned to their transition plan will be provided the summary of performance upon exit from the public school system. These students are entitled to participate in commencement ceremonies and receive a certificate of attendance after completing four years of high school.

19 TAC 89.1070 (f)-(h)

Graduation Criteria

A student who receives special education services may graduate and be awarded a diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130; satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education; and demonstrated satisfactory performance as established in Education Code Chapters 28 and 39, on the required EOC assessment instruments, which could include meeting the requirements of 19 Administrative Code 89.1070(d).

2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130; the student has satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education; and the student's ARD committee has determined that satisfactory performance, beyond what would otherwise by required in 19 Administrative Code 89.1070(b)(1) and (d), on the required EOC assessment instruments is not required for graduation.

3. The student has satisfactorily completed credit requirements for graduation under the foundation high school program, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education; demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130 in accordance with modified content and curriculum expectations established in the student's IEP; and demonstrated satisfactory performance on the required EOC assessment instruments, unless the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not required for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:

    a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district;

    b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help

skills that do not require direct ongoing educational support of the local school district; or

c. The student has access to services or other supports that are not within the legal responsibility of public education, including employment or postsecondary education established through transition planning.

When a student receives a diploma under item 2 or 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (j)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

1. Successfully completing, with or without modification of the curriculum:

   a. The curriculum requirements identified by the SBOE for the foundation high school program; and

   b. The additional endorsement curriculum requirements prescribed by the SBOE; and

2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:

   a. Without modification of the curriculum; or

   b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)-(c-8), 19 TAC 89.1070(c)

Graduation of Military Dependents

Course Waiver

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

Transfers During Senior Year	Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.
Substitute Passing Standard	The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the 10th-grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard. *Education Code 162.002 art. VII, A, C* [See FDD]
Graduation of Student Who Is Homeless or in Conservatorship of DFPS	If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

Agreement Between Districts

The boards of two or more adjoining school districts or the boards of county school trustees of two or more adjoining counties may, by agreement and in accordance with Education Code 25.032-.034, arrange for the transfer and assignment of any student from the jurisdiction of one board to that of another. In the case of the transfer and assignment of a student under this provision, the participating governing boards shall also agree to the transfer of school funds or other payments proportionate to the transfer of attendance. *Education Code 25.035*

Initiated by Student or Parent

Any student, other than a high school graduate, who is under 21 years of age and eligible for enrollment on September 1, may transfer to another Texas district, provided that both the receiving district and the applicant's parent, guardian, or person having lawful control agree in writing to the transfer.

Discipline and Threat Assessment Records

In the case of a transfer under this provision, a child's district of residence shall provide the receiving district with the child's disciplinary record and any threat assessment involving the child's behavior conducted under Education Code 37.115 [see FFB].

Effective August 1, 2025, a district shall utilize Sentinel to securely transfer any threat assessment conducted on a student to a receiving district when a student transfers to a new district [see CKA]. All threat assessments for a student are subject to the transfer requirement. Any threat assessments conducted prior to August 1, 2025, that are associated with a student transfer shall be uploaded into Sentinel in a manner determined by the Texas Education Agency (TEA).

Education Code 25.036; 19 TAC 103.1213(e)(1)(B) [See FD for placement of transfer students.]

Transfer to a District Offering In-Person Instruction

If a district provides notice to the parent or person standing in parental relation to a student enrolled in the district of the district's intent to offer only virtual instruction for more than one grading period during a school year, the student may transfer for that school year to another district that offers in-person instruction during that school year and accepts the student's transfer.

"Virtual instruction" means instructional activities delivered to students primarily over the internet.

A student who transfers to another school district under this section may not be charged tuition. The student is included in the average daily attendance of the district in which the student attends school.

Education Code 25.045

Basis for Transfer

A board or its designee must make transfer decisions on an individual basis and may not consider as a factor in arriving at any decision regarding assignments any matter relating to the national origin of the student or the student's ancestral language. *Education Code 25.032* [See FDAA]

Transportation

A board may establish and operate an economical public school transportation system outside the district if students enrolled in the district reside outside the district and the district meets the requirements of Education Code 34.007(a)(3) [see CNA]. *Education Code 34.007(a)*

Funding for Transfers

Upon the filing and certification of any transfer, the state per capita apportionment shall transfer with the student. For purposes of computing state allotments to districts eligible under the Foundation School Program, the student's attendance prior to the date of transfer shall be counted by the sending district and the student's attendance after transfer shall be counted by the receiving district. *Education Code 25.037*

Credits and Records

Credits earned in local credit courses may be transferred at the enrolling district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

Tuition Fee for Transfer Students

A receiving district may charge a tuition fee to the extent that the district's actual expenditure per student in average daily attendance exceeds the sum of state available school fund apportionment benefits transferred under Education Code 25.037. However, unless a tuition fee is prescribed and set out in a transfer agreement prior to its execution by the parties, no increase in tuition charge shall be made for the year of that transfer that exceeds the tuition charge, if any, of the preceding school year. *Education Code 25.038*

Transfer by Servicemember Request

On request of a servicemember who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another school district under an agreement under Education Code 25.035 [see Agreement Between Districts, above].

"Servicemember" means an active duty member of the armed forces of the United States, a reserve component of the armed forces of the United States, or the Texas National Guard.

A transfer under this provision must be to the campus or district, as applicable, selected by the servicemember making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfer by Peace Officer Request

On request of a peace officer who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another district under an agreement under Education Code 25.035.

"Peace officer" has the meaning assigned by Occupations Code 1701.001.

A transfer under this provision must be to the campus or school district, as applicable, selected by the peace officer making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfers to Adjoining States

Note: The following provision applies to a district located on the border of an adjoining state.

Any student who would be entitled to attend the public school of any district situated on the border of Louisiana, Arkansas, Oklahoma, or New Mexico and who may find it more convenient to attend the public school in a district in one of those contiguous states, may have the state and county per capita apportionment of the available school funds paid to the school district of the contiguous state and may have additional tuition, if necessary, paid by the district of residence on such terms as may be agreed upon by the trustees of the receiving district and the trustees of the residence district. *Education Code 25.040*

Contracts for Education Outside Districts

Note: The following section applies only to districts that do not offer all grades, kindergarten-grade 12.

A district that does not offer each grade, kindergarten-grade 12, may provide by contract for students residing in the district who are at grade levels not offered by the district to be educated at those

grade levels in one or more other districts. In each contract, the districts also shall agree to the transfer of school funds or other payments proportionate to the transfer of attendance.

Tuition

The district in which the students reside shall pay tuition to any district with which it has a contract under this section for each of its students attending school in that district at a grade level for which the district has contracted. The amount of the tuition paid may not exceed the greater of the amount provided for by Education Code 25.038 [see above], or an amount specified by commissioner rule [see below].

A district is not required to pay tuition to any district with which it has not contracted for the attendance by any of its students at a grade level for which it has contracted under this provision with another district.

A contract under this provision may not be for a period exceeding five years.

Education Code 25.039

Definitions

"Home district" means a district of residence of a transferring student.

"Receiving district" means a district to which a student is transferring for the purpose of obtaining an education.

"Tuition" means an amount charged to the home district by the receiving district to educate the transfer student.

Tuition Allotment of the Home District

For the purposes of calculating the tuition allotment of the home district as authorized by Education Code 48.154, the amount of tuition that may be attributed to a home district for a transfer student in payment for that student's education may not exceed an amount per enrollee calculated for each receiving district. The calculated limit applies only to tuition paid to a receiving district for the education of a student at a grade level not offered in the home district. Tuition may be set at a rate higher than the calculated limit if both districts enter a written agreement, but the calculated tuition limit will be used in the calculation of the tuition allotment for the home district. The calculation will use the most currently available data in an ongoing school year to determine the limit that applies to the subsequent school year. For purposes of this provision, the number of students enrolled in a district will be appropriately adjusted to account for students ineligible for the Foundation School Program funding and those eligible for half-day attendance.

Calculated Tuition Limit

The calculated tuition limit is the sum of the excess maintenance and operations (M&O) revenue per enrollee and the excess debt

revenue per enrollee, as calculated in 19 Administrative Code 61.1012(b)(2)-(3).

Notification and Appeal Process

In the spring of each school year, the commissioner will provide each district with its calculated tuition limit and a worksheet with a description of the derivation process. A district may appeal to the commissioner if it can provide evidence that the use of projected student counts from the LPE in making the calculation is so inaccurate as to result in an inappropriately low authorized tuition charge and undue financial hardship. A district that used significant nontax sources to make any of its debt service payments during the base year for the computation may appeal to the commissioner to use projections of its tax collections for the year for which the tuition limit will apply. The commissioner's decision regarding an appeal is final.

19 TAC 61.1012

Safe Schools Data

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

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

School Safety Transfers

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

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

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

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

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

For a Victim of a Violent Criminal Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

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

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

Additional Transfer Options

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

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

Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has been in attendance for 90 percent of the days the class is offered.

Attendance Committees

The Board authorizes the establishment of an attendance committee or as many attendance committees as necessary for efficient implementation of state law.

The Superintendent is authorized to make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

A petition for credit or a final grade may be filed in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. [See Imposing Conditions for Awarding Credit or a Final Grade, below]

Regardless of whether a petition is filed, the attendance committee may also review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee or principal, as applicable, is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee or principal, as applicable, shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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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); 19 TAC 103.1103

Definitions

“Authorized health-care 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 bloodborne 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 adopts 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-

	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. *25 TAC 40.65(b)*
Notice to Parents	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. *Education Code 38.212* A district shall provide electronic or written notice to the parent or guardian of each student. 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. *25 TAC 40.69*
Storage	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). *25 TAC 40.65(h)*
Replacement	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. *25 TAC 40.65(i)*
Disposal	Used unassigned epinephrine auto-injectors shall be considered infectious waste and shall be disposed of according to the school's bloodborne pathogen control policy. Expired unassigned epinephrine auto-injectors shall be disposed of according to the school's medication disposal policy. *25 TAC 40.65(j)-(k)* [See DBB]
Gifts, Grants, and Donations	A district may accept gifts, grants, donations, and federal and local funds to implement its policy. *Education Code 38.213*

Maintenance and Administration of Medication for Respiratory Distress

Note: The following provisions apply only to a district that adopts a policy on medication for respiratory distress.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of unassigned medication for respiratory distress at each campus in the district. *Education Code 38.208(a-1); 25 TAC 40.44(a)*

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); 25 TAC 40.44(a)(1)(C)*

In developing the policy, a district may consider performing a review to include:

1. Consultation with school nurses, the local school health advisory committee, local health-care providers, or any department or organization involved with student well-being;
2. Campus geography; and
3. Student population size.

19 TAC 40.44(b)

An adopted unassigned medication for respiratory distress policy must be publicly available. *25 TAC 40.44(d)*

Definitions

“School personnel” means an employee of a district. The term includes a member of the board.

“School volunteer” means a person providing services for or on behalf of a district, on the premises of the district or at a school-sponsored or school-related activity on or off school property, who does not receive compensation in excess of reimbursement for expenses.

“Unassigned medication for respiratory distress” means albuterol, levalbuterol, or another medication based on the best available medical evidence for the treatment of respiratory distress that is:

1. Delivered by metered-dose inhaler (MDI) with a spacer (valved holding chamber) or by a nebulizer as a rescue medication;
2. Prescribed by an authorized health-care provider in the name of the district;

3. Issued with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress; and

4. Issued by an authorized health-care provider.

Education Code 38.201(3-a), (6), 22.053(b); 25 TAC 40.42(8), (10), (12)

Each Campus During 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 unassigned medication for respiratory distress present during regular school hours, which means at least 30 minutes before the first bell to 30 minutes after the last bell of the school day. *Education Code 38.208(d-1); 25 TAC 40.42(5), 40.44(a)(1)(C)*

A “campus” is defined as a geographic unit of a district that:

1. Has an assigned administrator;

2. Has enrolled students who are counted for average daily attendance;

3. Has assigned instructional staff;

4. Provides instructional services to students;

5. Has one or more grades in the range from early childhood education through grade 12 or is ungraded; and

6. Is subject to Texas laws.

25 TAC 40.42(2)

Medication Inventory

Subject to the availability of funding, a district that adopts a policy must allow for treatment of multiple students and secure or obtain at least:

1. One MDI with appropriate spacers (valved holding chambers) to accommodate the developmental needs of the student population; or

2. At least five vials of nebulizer solution with appropriate nebulizer-required equipment to accommodate the developmental needs of the student population.

25 TAC 40.44(a)(2)

In addition to the minimum number of doses described above, the number of additional doses may be determined by an individual campus review led by an authorized health-care provider. *25 TAC 40.45(b)(2)*

Designated Campus Administrator

A district that adopts a policy must include in the policy the designated campus administrator to coordinate and manage policy implementation for each campus, which includes:

1. Conducting a review at the campus to determine the need for additional doses;
2. Training school personnel and school volunteers;
3. Acquiring or purchasing, maintaining, storing, and using unassigned medication for respiratory distress, subject to available campus funding; and
4. Disposing of expired unassigned medication for respiratory distress.

25 TAC 40.44(c)(1)

Notification Procedures

Each district that adopts a policy must include in the policy the procedures for notifying a parent, prescribing authorized health-care provider, and the student's primary health-care provider when unassigned medication for respiratory distress is administered. *25 TAC 40.44(c)(4)*

Referral Required

If unassigned 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 and dosage of the unassigned medication for respiratory distress administered to the student;
3. Any patient care instructions given to the student; and
4. Information about the purpose and use of an asthma action plan and medical authorization for schools, including a blank copy of the plan and authorization the provider completes and returns to the school.

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); 25 TAC 40.44(c)(6)-(7)

Storage

The supply of medication for respiratory distress at each campus must be stored in accordance with the manufacturer's guidelines and local policy of the district in a secure location and be easily accessible to authorized school personnel and school volunteers. *Education Code 38.208(e-1); 25 TAC 40.45(d)*

The location of the unassigned medication for respiratory distress must be specified in the policy. *25 TAC 40.44(c)(3)*

Disposal

The policy must include a plan to check inventory of unassigned medication for respiratory distress for expiration at least twice during the school year, to replace, as soon as reasonably possible, and to document the findings. *25 TAC 40.44(c)(5)*

Expired unassigned medication for respiratory distress and other used or expired supplies must be disposed of in accordance with the manufacturer's guidelines and local policy of the district. *25 TAC 40.45(e)*

Records Retention

Records relating to implementing and administering the district's unassigned medication for respiratory distress policy must be retained per the campus record retention schedule. *25 TAC 40.47(a)*

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. Each authorized school personnel or school volunteer must receive initial training and an annual refresher training. The training must:

1. Include information on recognizing the signs and symptoms of respiratory distress;
2. Include information on administering medication for respiratory distress;
3. Include information on implementing emergency procedures, if necessary, after administering medication for respiratory distress;
4. Include information on proper sanitization, reuse, and disposal of medication for respiratory distress;
5. Cover the authorized health-care provider's standing order;
6. Include processes to follow-up with the prescribing authorized health-care provider and the student's primary health-care provider;
7. Provide information on the report required after administering unassigned medication [see below];

8. Include information on the district's adopted unassigned medication for respiratory distress policy;

9. Incorporate hands-on training with unassigned medication for respiratory distress; and

10. Inform school personnel or school volunteers of the purpose and use of asthma action plans.

Education Code 38.210(a-1); 25 TAC 40.46(a)

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)*

The policy must include a list of trained and authorized school personnel and school volunteers available to administer unassigned medication for respiratory distress. *25 TAC 40.44(c)(2)*

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers trained and authorized to administer unassigned medication for respiratory distress at the campus or at a school-sponsored event. *25 TAC 40.46(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.

Notifications to the commissioner of state health services must be submitted on the designated electronic form available on the DSHS School Health Program website found at dshs.texas.gov.

Education Code 38.2091; 25 TAC 40.47

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. *Education Code 38.208(f)*

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. *Education Code 38.211(a)*

Each district campus in a district that adopts a policy for the administration of medication for respiratory distress must obtain a prescription from an authorized health-care provider to stock, possess, and maintain unassigned medication for respiratory distress at each campus and any equipment necessary to administer the medication. The campus must renew this prescription or obtain a new prescription annually. *25 TAC 40.45(b)*

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 or electronic 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. *Education Code 38.212; 25 TAC 40.48(a)*

If a district changes or discontinues the unassigned medication for respiratory distress policy, the campus must provide written or electronic notice detailing the change or discontinuation of the policy to a parent or guardian of each student within 15 calendar days after the change or discontinuation. *25 TAC 40.48(b)*

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 autoinjectors or a policy for medication for respiratory distress. *Education Code 38.208(d-2)*

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 medi-

cation 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. *Education Code 38.215; 25 TAC 40.71*

Threat Assessment

Definitions

"Harmful, threatening, or violent behavior" includes behaviors, such as verbal threats, threats of self harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student that could result in:

1. Specific interventions, including mental health or behavioral supports;
2. In-school suspension;
3. Out-of-school suspension; or
4. The student's expulsion or removal to a disciplinary alternative education program (DAEP) or a juvenile justice alternative education program (JJAEP).

"Team" means a threat assessment and safe and supportive school team established by the board under Education Code 37.115.

Education Code 37.115(a)

Threat Assessment and Safe and Supportive Schools Team

The board shall establish a threat assessment and safe and supportive school team to serve at each campus of the district and shall adopt policies and procedures for the teams.

The team is responsible for developing and implementing the safe and supportive school program in compliance with Texas Education Agency (TEA) rules at the district campus served by the team.

The policies and procedures adopted under Education Code 37.115 must:

1. Be consistent with the model policies and procedures developed by the Texas School Safety Center (TxSSC) [see Education Code 37.220];
2. Require each team to complete training provided by the TxSSC or a regional education service center (ESC) regarding evidence-based threat assessment programs;
3. Require each team established under this section to report the required information regarding the team's activities to TEA [see Reporting to TEA, below];
4. Require each district campus to establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate school employee; and

5. Provide for:

    a. A district employee who reports a potential threat to a team to elect for the employee's identity to be confidential and not subject to disclosure Government Code Chapter 552 (Public Information Act), except as necessary for the team, the district, or law enforcement to investigate the potential threat; and

    b. The district to maintain a record of the identity of a district employee who elects for the employee's identity to be confidential.

Membership

The superintendent shall ensure, to the greatest extent practicable, that the members appointed to each team have expertise in counseling, behavior management, mental health and substance use, classroom instruction, special education, school administration, school safety and security, emergency management, and law enforcement. A team may serve more than one campus of a district, provided that each district campus is assigned a team.

Oversight Committee

The superintendent may establish a committee, or assign to an existing committee established by the district, the duty to oversee the operations of teams established for the district. A committee with oversight responsibility must include members with expertise in human resources, education, special education, counseling, behavior management, school administration, mental health and substance use, school safety and security, emergency management, and law enforcement.

Team Duties

Each team shall:

1. Conduct a threat assessment that includes assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior in accordance with district policies and procedures; and gathering and analyzing data to determine the level of risk and appropriate intervention, including:

    a. Referring a student for mental health assessment; and

    b. Implementing an escalation procedure, if appropriate, based on the team's assessment, in accordance with district policy;

2. Provide guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual; and

3. Support the district in implementing the district's multihazard emergency operations plan [see CKC].

Use of Sentinel Assessment Instrument, Manual, and Field Guide

Effective August 1, 2025, when conducting a threat assessment, members of a threat assessment team shall utilize the threat assessment instrument, manual, and field guide in Sentinel [see CKA], which are consistent with the model policies published by the TxSSC. *19 TAC 103.1213(e)(1)(A)*

Parental Participation

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student regarding the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to participate in the assessment, either in person or remotely, and to submit to the team information regarding the student.

After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.

Consent for Mental Health-Care Service

A team may not provide a mental health-care service to a student who is under 18 years of age unless the team obtains written consent from the parent of or the person standing in parental relation to the student before providing the mental health-care service. The consent must be submitted on a form developed by the district that complies with all applicable state and federal law. The student's parent or person standing in parental relation to the student may give consent for a student to receive ongoing services or may limit consent to one or more services provided on a single occasion.

Education Code 37.115(c)-(g)

Determination of Risk

On determination that a student or other individual poses a serious risk of violence to self or others, a team shall immediately report the team's determination to the superintendent. If the individual is a student, the superintendent shall immediately attempt to inform the parent or person standing in parental relation to the student. These requirements do not prevent an employee of the school from acting immediately to prevent an imminent threat or respond to an emergency.

A team identifying a student at risk of suicide shall act in accordance with the district's suicide prevention program. If the student at risk of suicide also makes a threat of violence to others, the team shall conduct a threat assessment in addition to actions taken in accordance with the district's suicide prevention program.

A team identifying a student using or possessing tobacco, drugs, or alcohol shall act in accordance with district policies and procedures related to substance use prevention and intervention.

Education Code 37.115(h)-(j)

Recordkeeping

Materials and information provided to or produced by a team during a threat assessment of a student under this provision must be maintained in the student's school record until the student's 24th birthday. *Education Code 37.115(j-1)*

[For information regarding the transfer of threat assessment records between school districts, see FD and FDA.]

Reporting to TEA

A team must report to TEA in accordance with TEA-developed guidelines the following information regarding the team's activities and other information for each campus the team serves:

1. The occupation of each person appointed to the team;
2. The number of threats and description of the type of threats reported to the team;
3. The outcome of each assessment made by the team, including:
    a. Any disciplinary action taken, including a change in school placement;
    b. Any action taken by law enforcement; or
    c. A referral to or change in counseling, mental health, special education, or other services;
4. The total number, disaggregated by student gender, race, and status as receiving special education services, being at risk of dropping out of school, being in foster care, experiencing homelessness, being a dependent of military personnel, being pregnant or a parent, having limited English proficiency, or being a migratory child, of, in connection with an assessment or reported threat by the team:
    a. Citations issued for Class C misdemeanor offenses;
    b. Arrests;
    c. Incidents of uses of restraint;
    d. Changes in school placement, including placement in a JJAEP or DAEP;
    e. Referrals to or changes in counseling, mental health, special education, or other services;

f. Placements in in-school suspension or out-of-school suspension and incidents of expulsion;

g. Unexcused absences of 15 or more days during the school year; and

h. Referrals to juvenile court for truancy; and

5. The number and percentage of school personnel trained in:

a. A best-practices program or research-based practice under Education Code 38.351 [see FFEB], including the number and percentage of school personnel trained in suicide prevention or grief and trauma-informed practices;

b. Mental health or psychological first aid for schools;

c. Training relating to the safe and supportive school program; or

d. Any other program relating to safety identified by the commissioner.

Education Code 37.115(k)

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Removal Under Student Code of Conduct

The Student Code of Conduct must specify conditions that authorize or require a principal or other appropriate administrator to transfer a student to a disciplinary alternative education program (DAEP). *Education Code 37.001(a)(2)*

Mandatory Placement in DAEP

A student shall be removed from class and placed in a DAEP if the student engages in conduct described in Education Code 37.006 that requires placement, subject to the requirements of Education Code 37.009(a) [see Process for Removal and Mitigating Factors, below]. *Education Code 37.006*

[For additional factors that must be considered in each decision concerning suspension, removal to a DAEP, expulsion, or placement in a juvenile justice alternative education program (JJAEP), see FO and the Student Code of Conduct.]

School-Related Misconduct

A student shall be removed from class and placed in a DAEP if the student engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07.

A student shall also be removed from class and placed in a DAEP if the student commits the following on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

1. Engages in conduct punishable as a felony.
2. Engages in conduct that contains the elements of assault, under Penal Code 22.01(a)(1).
3. Sells, gives, or delivers to another person or possesses, uses, or is under the influence of:
    a. A controlled substance, as defined by the Texas Controlled Substances Act, Health and Safety Code Chapter 481, or by 21 U.S.C. 801, et seq., excluding marijuana, as defined by Health and Safety Code 481.002, or tetrahydrocannabinol, as defined by Department of Public Safety rule;
    b. A dangerous drug, as defined by the Texas Dangerous Drug Act, Health and Safety Code Chapter 483.
4. Possesses, uses, or is under the influence of, or sells, gives, or delivers to another person marijuana or tetrahydrocannabinol, as defined above;

5. Possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Health and Safety Code 161.081 [see FNCD];

6. Sells, gives, or delivers to another person an alcoholic beverage, as defined by Alcoholic Beverage Code 1.04, or commits a serious act or offense while under the influence of alcohol, or possesses, uses, or is under the influence of an alcoholic beverage.

7. Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Health and Safety Code 485.031 through 485.034.

8. Engages in conduct that contains the elements of the offense of public lewdness under Penal Code 21.07.

9. Engages in conduct that contains the elements of the offense of indecent exposure under Penal Code 21.08.

10. Engages in conduct that contains the elements of the offense of harassment under Penal Code 42.07(a)(1), (2), (3), or (7) against an employee of the district.

Education Code 37.006(a)

Exception Removal to a DAEP for school-related misconduct is not required if the student is expelled for the same conduct. *Education Code 37.006(m)*

Retaliation Except where a student engages in retaliatory acts against a district employee for which expulsion is mandatory [see FOD], a student shall be removed from class and placed in a DAEP if the student engages in conduct on or off school property containing the elements of retaliation under Penal Code 36.06, against any school employee. *Education Code 37.006(b)*

Conduct Unrelated to School In addition to the circumstances listed above, a student shall be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

1. The student receives deferred prosecution under Family Code 53.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03;

2. A court or jury finds that the student has engaged in delinquent conduct under Family Code 54.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; or

3. The superintendent or designee has a reasonable belief that the student has engaged in conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03.

Education Code 37.006(c)

Reasonable Belief

In determining whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense, a superintendent or a superintendent's designee may consider all available information and must consider the information furnished under Code of Criminal Procedure Article 15.27 other than information requested under Code of Criminal Procedure Article 15.27(k-1). *Education Code 37.006(e); Code of Criminal Procedure 15.27(a)* [See GRAA]

Title 5 Felonies

The following are felony offenses listed in Penal Code, Title 5, Offenses Against the Person.

1. Murder. *Penal Code 19.02*
2. Capital Murder. *Penal Code 19.03*
3. Manslaughter. *Penal Code 19.04*
4. Criminally Negligent Homicide. *Penal Code 19.05*
5. Unlawful Restraint, if:
    a. The person restrained was younger than 17 years of age; or
    b. The actor recklessly exposes the victim to a substantial risk of serious bodily injury; restrains an individual the actor knows is a public servant while the public servant is lawfully discharging an official duty or in retaliation or on account of an exercise of official power or performance of an official duty; or while in custody restrains any other person. *Penal Code 20.02*
6. Kidnapping. *Penal Code 20.03*
7. Aggravated Kidnapping. *Penal Code 20.04*
8. Smuggling of Persons. *Penal Code 20.05*
9. Continuous Smuggling of Persons. *Penal Code 20.06*
10. Trafficking of Persons. *Penal Code 20A.02*
11. Continuous Trafficking of Persons. *Penal Code 20A.03*

12. Continuous Sexual Abuse of Young Child or Disabled Individual. *Penal Code 21.02*
13. Bestiality. *Penal Code 21.09*
14. Indecency with a Child. *Penal Code 21.11*
15. Improper Relationship between Educator and Student. *Penal Code 21.12*
16. Invasive Visual Recording. *Penal Code 21.15*
17. Unlawful Disclosure or Promotion of Intimate Visual Material. *Penal Code 21.16*
18. Voyeurism, if the victim was younger than 14 years of age at the time of the offense. *Penal Code 21.17*
19. Sexual Coercion. *Penal Code 21.18*
20. Assault, if the offense is punishable as a felony. *Penal Code 22.01*
21. Sexual Assault. *Penal Code 22.011*
22. Aggravated Assault. *Penal Code 22.02*
23. Aggravated Sexual Assault. *Penal Code 22.021*
24. Injury to a Child, Elderly Individual, or Disabled Individual. *Penal Code 22.04*
25. Abandoning or Endangering a Child, Elderly Individual, or Disabled Individual. *Penal Code 22.041*
26. Deadly Conduct, if the person knowingly discharges a firearm at or in the direction of one or more individuals, or at or in the direction of a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied. *Penal Code 22.05*
27. Terroristic Threat, if the actor threatens to commit any offense involving violence to any person or property with intent to:
    a. Place any person in fear of imminent serious bodily injury if the actor knows the person is a peace officer or judge;
    b. Prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public

place if the prevention or interruption causes pecuniary loss of $1,500 or more to the owner;

c. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;

d. Place the public or a substantial group of the public in fear of serious bodily injury; or

e. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision. *Penal Code 22.07*

28. Aiding Suicide, if the conduct causes suicide or attempted suicide that results in serious bodily injury. *Penal Code 22.08*

29. Tampering with Consumer Product. *Penal Code 22.09*

30. Harassment by Persons in Certain Facilities or of Public Servant. *Penal Code 22.11*

Sexual Assault of Another Student

A student shall be removed from class and placed in a DAEP or juvenile justice alternative education program (JJAEP) if:

1. The student was convicted of, received adjudication for, or was placed on probation for sexual assault of another student who was a young child or disabled individual while the students were assigned to the same campus, regardless of whether the assault occurred on or off school property;

2. The parent of the victim of the assault has requested that the student be transferred to a campus other than that to which the victim is assigned; and

3. There is only one campus in a district serving the grade level in which the student is enrolled.

Education Code 25.0341, 37.0051(a) [See FDE at Sexual Assault Transfer—Transfer of Assailant]

A limitation imposed by Education Code Chapter 37 on the length of placement in a DAEP or a JJAEP does not apply to a placement under this provision. *Education Code 37.0051(b)*

Permissive Removal

Non-Title 5 Felony

A student may be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

1. The superintendent or designee has a reasonable belief [see Reasonable Belief, above] that the student has engaged in

conduct defined as a felony offense other than aggravated robbery under Penal Code 29.03, or those offenses listed in Penal Code Title 5 [see above at Title 5 Felonies]; and

2. The continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

Education Code 37.006(d)-(e)

Bullying

A student may be removed from class and placed in a DAEP if the student:

1. Engages in bullying that encourages a student to commit or attempt to commit suicide;

2. Incites violence against a student through group bullying; or

3. Releases or threatens to release intimate visual material of a minor or student who is 18 years of age or older without the student's consent.

Nothing in this provision exempts a school from reporting a finding of intimate visual material of a minor.

Definitions

Bullying

"Bullying" has the meaning assigned by Education Code 37.0832. [See FFI]

Intimate Visual Material

"Intimate visual material" has the meaning assigned by Civil Practice and Remedies Code 98B.001.

Education Code 37.0052

One Year After Conduct

A principal or other appropriate administrator may, but is not required to, remove a student to a DAEP for off-campus conduct, for which removal would otherwise be required, if the principal or other appropriate administrator did not have knowledge of the conduct before the first anniversary of the date the conduct occurred. *Education Code 37.006(n)*

Certain Organization and Gang Membership and Solicitation

A board or an educator shall recommend placing in DAEP any student who commits the misdemeanor offenses described in Education Code 37.121(a) and (c), regarding membership in or solicitation to join a public school fraternity, sorority, secret society, or gang [see FNCC]. *Education Code 37.121(b)*

Older Students

A person who is 21 years of age or older and is admitted by a district for the purpose of completing the requirements for a diploma is not eligible for placement in a DAEP if the person engages in conduct that would require or authorize such placement for a student under the age of 21. If the student engages in such conduct, the

district shall revoke the student's admission. *Education Code 25.001(b-1)*

Placement of Younger Students

A student who is younger than 10 shall be removed from class and placed in a DAEP if the student engages in conduct for which expulsion would be required by Section 37.007. *Education Code 37.006(f), .007(e)* [See FOD]

Students Younger Than Six

Notwithstanding any other provision of the Education Code, a student who is younger than six years of age may not be removed from class and placed in a DAEP, except that a student younger than six years of age who has been expelled pursuant to the Gun Free Schools Act [see FOD] shall be provided educational services in a DAEP. *Education Code 37.006(l), .007(e)(2)*

Process for Removal

Conference

Not later than the third class day after a student is removed by a teacher or by the school principal or other appropriate administrator, the campus behavior coordinator (CBC) or other appropriate administrator shall schedule a conference among the CBC or other appropriate administrator, the student's parent or guardian, the teacher removing the student from class, if any, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal, and an opportunity to respond to the reasons for the removal. The student may not be returned to the regular class pending the conference.

Mitigating Factors

Before ordering removal, the CBC must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, regardless of whether the decision of the behavior coordinator concerns a mandatory or discretionary action.

Order

Following the conference, and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the CBC, after considering any mitigating factors under Education Code 37.001(a)(4) [see FO], shall order the placement of the student for a period consistent with the Student Code of Conduct.

Appeal

If district policy allows a student to appeal to the board or the board's designee a decision of the CBC or other appropriate administrator, the decision of the board or the board's designee is final and may not be appealed.

Education Code 37.009(a) [See Student Code of Conduct]

Right to Request a Special Education Evaluation

On the placement of a student in a DAEP, the district shall provide information to the student's parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student under Education Code 29.004 [see EHBAA]. *Education Code 37.006(p)*

Term of Removal

The period of the placement after removal may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees. *Education Code 37.009(a)*

A board or designee shall set a term for a student's placement in a DAEP. If the period of placement is inconsistent with the guidelines in the Student Code of Conduct, the order must give notice of the inconsistency. The period of placement in a DAEP may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees or extended placement is in the best interest of the student. *Education Code 37.009(d)*

Beyond Grading Period or 60 Days

If placement in a DAEP is to extend beyond 60 days or the end of the next grading period, whichever is earlier, the student's parent or guardian is entitled to notice of and an opportunity to participate in a proceeding before a board or designee.

No Appeal

Any decision of a board or designee concerning placement beyond 60 days or the end of the next grading period is final and cannot be appealed.

Education Code 37.009(b)

Beyond End of School Year

Before a student may be placed in a DAEP for a period that extends beyond the end of the school year, a board or designee must determine that:

1. The student's presence in the regular classroom program or at the student's regular campus presents a danger of physical harm to the student or another individual; or
2. The student has engaged in serious or persistent misbehavior that violates the Student Code of Conduct.

Education Code 37.009(c)

Order of Removal

A board or designee shall deliver to the student and the student's parent or guardian a copy of the order placing the student in a DAEP. *Education Code 37.009(g)*

Not later than the second business day after the date of the removal conference, a board or designee shall deliver a copy of the order placing the student in a DAEP and any information required

under Family Code 52.04 to the authorized officer of the juvenile court in the county in which the juvenile resides. *Education Code 37.010(a)*

Activities

The terms of a placement under Education Code 37.006 must prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.006(g)*

In addition to any notice required under Code of Criminal Procedure 15.27 [see GRAA], a principal or designee shall inform each educator who has responsibility for, or is under the direction and supervision of an educator who has responsibility for, the instruction of a student who has engaged in conduct for which DAEP placement must or may be ordered.

Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law. An educator's certificate may be suspended or revoked for intentional failure to keep such information confidential.

Education Code 37.006(o)

DAEP at Capacity

If a DAEP is at capacity at the time a CBC is deciding placement for a student who engaged in conduct described under Education Code 37.006(a)(2)(C-1) (possession or use of marijuana), (C-2) (possession, use, delivery of an e-cigarette), (D) (delivery of alcohol), or (E) (abuse of volatile chemical), the student shall be placed in in-school suspension; and if a position becomes available in the program before the expiration of the period of the placement, transferred to the program for the remainder of the period.

Placement of Student Who Engaged in Violent Conduct

If a DAEP is at capacity at the time a CBC is deciding placement for a student who engaged in conduct described under Education Code 37.007 that constitutes violent conduct [see below at Determination of Violent Conduct], a student who has been placed in the program for conduct described under Education Code 37.006(a)(2)(C-1), (C-2), (D), or (E) (above) may be removed from the program and placed in in-school suspension to make a position in the program available for the student who engaged in violent conduct. If removed from the program and a position in the program becomes available before the expiration of the period of the placement, the student shall be returned to the program for the remainder of the period.

Determination of Violent Conduct

Violent conduct means an act by a student against another person that is intended to result in physical harm, bodily injury, or assault or a threat that reasonably places the other person in fear of immi-

nent physical harm, bodily injury, or assault. A CBC may determine whether a specific instance of conduct listed below rises to the level of violent conduct for purposes of determining placement in a DAEP.

1. The student engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07.

2. While on or within 300 feet of school property, or while attending a school-sponsored or school-related activity on or off school property, the student engages in conduct that contains the elements of the offense of assault under Penal Code 22.01(a)(1), including when committed as an act of retaliation against an employee or volunteer, as described in Education Code 37.007(d).

3. While on or within 300 feet of school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in conduct that contains the elements of the offense of deadly conduct under Penal Code 22.05.

4. While within 300 feet of school property, or when committed as an act of retaliation against an employee or volunteer, whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

    a. Conduct that contains the elements of the offense of unlawful carrying of weapons under Penal Code 46.02;

    b. An offense relating to prohibited weapons under Penal Code 46.05;

    c. Aggravated assault under Penal Code 22.02;

    d. Sexual assault under Penal Code 22.011;

    e. Aggravated sexual assault under Penal Code 22.021;

    f. Arson under Penal Code 28.02;

    g. Murder under Penal Code 19.02;

    h. Capital murder under Penal Code 19.03;

    i. Criminal attempt to commit murder or capital murder under Penal Code 15.01;

    j. Indecency with a child under Penal Code 21.11;

k. Aggravated kidnapping under Penal Code 20.04;

l. Aggravated robbery under Penal Code 29.03;

m. Manslaughter under Penal Code 19.04;

n. Criminally negligent homicide under Penal Code 19.05;

o. Continuous sexual abuse of a young child or an individual with disabilities under Penal Code 21.02;

p. Selling, giving, delivering to another person, possessing, using, or being under the influence of a controlled substance or dangerous drug, excluding marijuana or tetrahydrocannabinol; or

q. Possessing a firearm, as defined by 18 U.S.C. 921.

5. The student engages in conduct against another student, without regard to whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off school property, that contains the elements of:

a. The offense of aggravated assault under Penal Code 22.02;

b. Sexual assault under Penal Code 22.011;

c. Aggravated sexual assault under Penal Code 22.021;

d. Murder under Penal Code 19.02;

e. Capital murder under Penal Code 19.03; or

f. Criminal attempt to commit murder or capital murder under Penal Code 15.01.

6. While placed in a DAEP and on the program campus, the student engages in documented serious misbehavior despite documented behavioral interventions.

Education Code 37.009(a-1)-(a-2); 19 TAC 103.1205

Completion of Proceedings Upon Withdrawal

If a student withdraws from a district before an order for placement in a DAEP is entered, the principal or board, as appropriate, may complete the proceedings and enter an order. If the student re-enrolls in the district the same or subsequent school year, the district may enforce the order at that time except for any period of the placement that has been served by the student in another district that honored the order. If the principal or board fails to enter an order after the student withdraws, the next district in which the stu-

dent enrolls may complete the proceedings and enter an order. *Education Code 37.009(i)*

Enrollment in Another District

If a student placed in a DAEP enrolls in another district before the expiration of the placement, a board shall provide to the district in which the student enrolls a copy of the placement order at the same time it provides other records. The district in which the student enrolls shall inform each educator who will have responsibility for, or will be under the direction and supervision of an educator who will have responsibility for, the instruction of the student of the contents of the placement order. Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law.

The district in which the student enrolls may continue the placement or allow the student to attend regular classes without completing the period of placement. [See FO] The district in which the student enrolls may take any of these actions if:

1. The student was placed in a DAEP by an open-enrollment charter school and the charter school provides the district a copy of the placement order; or
2. The student was placed in a DAEP by a district in another state and:
    a. The out-of-state district provides a copy of the placement order; and
    b. The grounds for placement are the same as grounds for placement in the enrolling district.

Education Code 37.008(j)

Out-of-State Placement

If a student was placed in a DAEP in another state for more than one year and the enrolling district continues the placement under Education Code 37.008(j), the enrolling district shall reduce the period of placement so that the aggregate period does not exceed one year unless the enrolling district determines that:

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

Education Code 37.008(j-1)

Court-Ordered Placement

Unless a board and the juvenile board for the county in which a district's central administrative office is located have entered into a memorandum of understanding concerning the juvenile probation

department's role in supervising and providing other support services for students in DAEP programs:

1. A court may not order a student expelled under Section 37.007 to attend a school district DAEP as a condition of probation;

2. A court may not order a student to attend a DAEP without a district's consent, until the student has successfully completed any sentencing requirements, if the court has ordered the student to attend a DAEP as a condition of probation once during a school year and the student is referred to juvenile court again during that school year.

Education Code 37.010(c)-(d)

School Activities

Any court placement in a DAEP must prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.010(e)*

Placement After Court Disposition

After the student has successfully completed any court disposition requirements, including conditions of deferred prosecution or conditions required by the prosecutor or probation department, a district may not refuse to admit the student if the student meets the requirements for admission into the public schools. A district may place the student in the DAEP.

Notwithstanding Education Code 37.002(d) [see FOA], the student may not be returned to the classroom of the teacher under whose supervision the offense occurred without that teacher's consent. The teacher may not be coerced to consent.

Education Code 37.010(f)

Not Guilty/ Insufficient Evidence/Charges Dropped

The office of the prosecuting attorney or the office or official designated by the juvenile board shall, within two working days, notify the school district that removed a student to a DAEP under Education Code 37.006 if:

1. Prosecution of a student was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated; or

2. A court or jury found the student not guilty or made a finding the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed with prejudice.

On receipt of the notice, the superintendent or designee shall review the student's placement in the DAEP. The student may not be returned to the regular classroom pending the review. The superin-

tendent or designee shall schedule a review of the student's placement with the student's parent or guardian not later than the third class day after the superintendent or designee receives notice from the office or official designated by the court.

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

Education Code 37.006(h); Code of Criminal Procedure 15.27(g)

Appeal After Placement Upheld

The student or the student's parent or guardian may appeal a superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. A board shall, at the next scheduled meeting, review the notice provided by the office of the prosecuting attorney or the office or official designated by the juvenile board; receive information from the student, the student's parent or guardian, and the superintendent or designee; and confirm or reverse the superintendent's decision. The board shall make a record of the proceedings.

If a board confirms the decision, the board shall inform the student and the student's parent or guardian of the right to appeal to the commissioner of education. The student may not be returned to the regular classroom pending the appeal to the commissioner.

Education Code 37.006(i)-(j)

120-Day Review of Status

A student placed in a DAEP shall be provided a review of the student's status, including a review of the student's academic status, by a board's designee at intervals not to exceed 120 days. In the case of a high school student, the board's designee, with the student's parent or guardian, shall review the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The district is not required to provide a course in the DAEP, except as required by Education Code 37.008(l). [See FOCA] At the review, the student or the student's parent or guardian must be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of the teacher who removed the student without that teacher's consent. The teacher may not be coerced to consent. *Education Code 37.009(e)*

Additional Proceedings

If, during the term of placement, a student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted and the prin-

cipal or board, as appropriate, may enter an additional order. *Education Code 37.009(j)*

Reporting

A district may include the number of students removed to a DAEP in its annual performance report. *Education Code 39.306(e)(5)* [See AIB]

Note: See FOF for provisions concerning students with disabilities.

Students with Disabilities Under Section 504

A district shall conduct an evaluation in accordance with 34 C.F.R. 104.35(b) before taking any action with respect to any significant change in placement of a student with a disability who needs or is believed to need special education and related services. *34 C.F.R. 104.35(a)*

A district may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the district would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to such disciplinary action. *29 U.S.C. 705(20)(C)(iv)*

Note: The provisions below apply only to students eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA).

Students Receiving Special Education Services

ARD Committee Required

Except as set forth below, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. *Education Code 37.004(a)-(b)*

The methods adopted in the Student Code of Conduct [see FO] for discipline management and for preventing and intervening in student discipline problems must provide that a student who is enrolled in the special education program may not be disciplined for bullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. *Education Code 37.001(b-1)*

DAEP Placement Not Solely for Educational Purposes

A student with a disability who receives special education services may not be placed in a disciplinary alternative education program (DAEP) solely for educational purposes. A teacher in a DAEP who has a special education assignment must hold an appropriate certificate or permit for that assignment. *Education Code 37.004(c)-(d)*

Removal for 10 Days or Less

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days, to the extent those alternatives are applied to children without disabilities. *20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1)*

Services During Removal	A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. *34 C.F.R. 300.530(d)*
Subsequent Removals of 10 Days or Less	School personnel may remove the student for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement (see below). *34 C.F.R. 300.530(b)(1)*
Services During Removal	After a student has been removed from his or her current placement for 10 school days in the same school year, during any subsequent removal of 10 consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's individualized education program (IEP). *20 U.S.C. 1415(k)(1)(D); 34 C.F.R. 300.530(d)(4)*
Notice of Procedural Safeguards	Not later than the date on which the decision to take the disciplinary action is made, a district shall notify the student's parents of the decision and of all procedural safeguards [see EHBAE]. *20 U.S.C. 1415(k)(1)(H)*
Removals That Are a Change in Placement	Any disciplinary action that would constitute a change in placement may be taken only after the student's ARD committee conducts a manifestation determination review. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review [see Manifestation Determination, below]. *Education Code 37.004(b)*
Behavior Assessment and Intervention	If a district takes a disciplinary action regarding a student with a disability who receives special education services that constitutes a change in placement under federal law, the district shall: 1. Not later than the 10th school day after the change in placement: a. Seek consent from the student's parent or person standing in parental relation to the student to conduct a functional behavioral assessment of the student, if a functional behavioral assessment has never been conducted

on the student or the student's most recent functional behavioral assessment is more than one year old; and

b. Review any previously conducted functional behavioral assessment of the student and any behavior improvement plan or behavioral intervention plan developed for the student based on that assessment; and

2. As necessary, develop a behavior improvement plan or behavioral intervention plan for the student if the student does not have a plan or, if the student has a behavior improvement plan or behavioral intervention plan, revise the student's plan.

Education Code 37.004(b-1)

Change in Placement

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than 10 consecutive school days; or

2. Subjected to a series of removals that constitute a pattern because:

a. The series of removals total more than 10 school days in a school year;

b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and

c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

34 C.F.R. 300.536

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates a code of student conduct. *20 U.S.C. 1415(k)(1)(A)*

Manifestation Determination

Within 10 school days of any decision to change the placement of a student because of a violation of a code of student conduct, a district, parents, and relevant members of the ARD committee (as determined by the parent and the district) shall review all relevant information in the student's file, including the student's IEP, any

teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

1. Caused by, or had a direct and substantial relationship to, the student's disability; or

2. The direct result of the district's failure to implement the IEP.

If the district, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

If the district, the parent, and relevant members of the ARD committee determine the conduct was the direct result of the district's failure to implement the IEP, the district must take immediate steps to remedy those deficiencies.

20 U.S.C. 1415(k)(1)(E); 34 C.F.R. 300.530(e)

Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting. *20 U.S.C. 1415(k)(1)(C), (k)(2); 34 C.F.R. 300.530(c)*

Expulsion

In a county with a juvenile justice alternative education program (JJAEP) [see FODA], a district must invite the administrator of the JJAEP or the administrator's designee to an ARD committee meeting convened to discuss the discretionary expulsion under Education Code 37.007 of a student with a disability. The district must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJAEP representative with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the student's current IEP in the JJAEP. *19 TAC 89.1052*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)-(2)

For a student with a disability who was expelled under a discretionary expulsion under Education Code 37.007, an ARD committee meeting must be convened to reconsider placement of the student in the JJAEP if the JJAEP provides written notice to the district of specific concerns that the student's education or behavioral needs cannot be met in JJAEP.

The district must invite the JJAEP administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's continued placement in JJAEP.

19 TAC 89.1052

Manifestation

If the district, the parents, and relevant members of the ARD committee determine that the conduct was a manifestation of the student's disability, the ARD committee shall:

1. Conduct a functional behavioral assessment (FBA), unless the district had conducted an FBA before the behavior that resulted in the change in placement occurred, and implement a behavioral intervention plan (BIP) for the student; or

2. If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

Except as provided at Special Circumstances, below, the ARD committee shall return the student to the placement from which the student was removed, unless the parent and the district agree to a change in placement as part of the modification of the BIP.

20 U.S.C. 1415(k)(1)(F); 34 C.F.R. 300.530(f)

Special Circumstances

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.

20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)

The ARD committee shall determine the interim alternative education setting. *20 U.S.C. 1415(k)(2)*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)

Appeals

A parent who disagrees with a placement decision or the manifestation determination may request a hearing. A district that believes that maintaining a current placement of a student is substantially likely to result in injury to the student or others may request a hearing. *20 U.S.C. 1415(k)(3)(A); 34 C.F.R. 300.532(a); 19 TAC 89.1151* [See EHBAE]

Placement During Appeals

When an appeal has been requested by a parent or a district, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the student's assignment to the alternative setting, whichever oc-

curs first, unless the parent and district agree otherwise. *20 U.S.C. 1415(k)(4); 34 C.F.R. 300.533*

Reporting Crimes

Federal law does not prohibit a district from reporting a crime committed by a student with a disability to appropriate authorities. If a district reports a crime, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the district reported the crime. A district may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). *20 U.S.C. 1415(k)(6); 34 C.F.R. 300.535* [See FL]

Students Not Yet Identified

A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if a district had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred. *20 U.S.C. 1415(k)(5)(A); 34 C.F.R. 300.534(a)*

District Knowledge

A district shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

1. The parent of the student expressed concern in writing to supervisory or administrative personnel of the district, or to the teacher of the student, that the student was in need of special education and related services;
2. The parent requested an evaluation of the student for special education and related services; or
3. The student's teacher, or other district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the district.

20 U.S.C. 1415(k)(5)(B); 34 C.F.R. 300.534(b)

Exception

A district shall not be deemed to have knowledge that the student had a disability if:

1. The parent has not allowed an evaluation of the student;
2. The parent has refused services; or
3. The student has been evaluated and it was determined that the student did not have a disability.

20 U.S.C. 1415(k)(5)(C); 34 C.F.R. 300.534(c)

If a district does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

20 U.S.C. 1415(k)(5)(D); 34 C.F.R. 300.534(d)

Behavior Management Techniques

It is the policy of the state to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities. *Education Code 37.0021(a); 19 TAC 89.1053(j)*

[For restrictions on aversive techniques, see FO.]

Rules on Restraint and Seclusion

The commissioner by rule shall adopt procedures for the use of restraint and time-out by a district employee or volunteer or an independent contractor of a district in the case of a student with a disability receiving special education services. The procedures must be consistent with Education Code 37.0021(d). *Education Code 37.0021(d)*

School Peace Officers

This provision and any rules or procedures adopted under this provision apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a district; or
2. Provides, as a school resource officer, a regular police presence on a district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h); 19 TAC 89.1053(m)

Exceptions

Education Code 37.0021 (use of confinement, seclusion, restraint, and time-out) does not apply to:

1. A peace officer, while performing law enforcement duties, except as provided above [see School Peace Officers] and by

Education Code 37.0021(i) [see Restraint, Documentation, below];

2. Juvenile probation, detention, or corrections personnel; or

3. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district.

Law Enforcement Duties

"Law enforcement duties" means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g); 19 TAC 89.1053(m), (n)

Further, Education Code 37.0021 does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon; and

2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

For these purposes, "weapon" includes any weapon described under Education Code 37.007(a)(1). [See FNCG]

Education Code 37.0021(f)

Peace Officer or Security Personnel Use of Restraint or Taser

A peace officer performing law enforcement duties or school security personnel performing security-related duties on school property or at a school-sponsored or school-related activity must not restrain or use a chemical irritant spray or Taser on a student enrolled in fifth grade or below, unless the student poses a serious risk of harm to the student or another person [see FO defining Taser]. *19 TAC 89.1053(l)*

Confinement

A student with a disability who receives special education services may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique. *Education Code 37.0021(a)*

Seclusion

A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. *Education Code 37.0021(c)*

"Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and

2. Contains less than 50 square feet of space.

Education Code 37.0021(b)(2)

Restraint

"Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body. *19 TAC 89.1053(b)(2)*

The following provisions do not apply to the use of physical force or a mechanical device that does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced above does not include:

1. Physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
2. Limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
3. Limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the IEP as required by 34 C.F.R. 300.324(a)(2)(i) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
4. Seat belts and other safety equipment used to secure students during transportation.

19 TAC 89.1053(f)

Limitations on Use of Restraint

A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
2. Restraint shall be discontinued at the point at which the emergency no longer exists.
3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
4. Restraint shall not deprive the student of basic human necessities.

19 TAC 89.1053(c)

Emergency "Emergency" means a situation in which a student's behavior poses a threat of:

1. Imminent, serious physical harm to the student or others; or
2. Imminent, serious property destruction.

19 TAC 89.1053(b)(1)

Training Training for school employees, volunteers, or independent contractors regarding the use of restraint shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(d).

Documentation In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the documentation and notification requirements set forth at 19 Administrative Code 89.1053(e).

A district shall report electronically to TEA, in accordance with standards provided by commissioner rule, information relating to the use of restraint by a peace officer performing law enforcement duties on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by commissioner rule for reporting the use of restraint involving students with disabilities.

Education Code 37.0021(i)

Time-Out "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

1. That is not locked; and
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

19 TAC 89.1053(b)(3)

Limitations on Use of Time-Out A school employee, volunteer, or independent contractor may use time-out with the following limitations:

1. Physical force or threat of physical force shall not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or behavior improvement plan or behavioral intervention plan if it is utilized

on a recurrent basis to increase or decrease targeted behavior.

3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

19 TAC 89.1053(g)

Training Training for school employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(h).

Documentation Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP and/or behavior improvement plan or behavioral intervention plan. If a student has a behavior improvement plan or behavioral intervention plan, the district must document each use of time-out prompted by a behavior of the student specified in the student's behavior improvement plan or behavioral intervention plan, including a description of the behavior that prompted the time-out. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

19 TAC 89.1053(i)

Explanatory Notes

TASB Localized Policy Manual Update 125

Splendora ISD

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions to 19 Administrative Code 97.1003(f)(3), effective February 10, 2025, prompted edits at Local Accountability Plan — Submission and Audit Standards.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

A citation to the Administrative Code has been adjusted at the end of the policy.

B(LEGAL) LOCAL GOVERNANCE

The Section B Table of Contents has been updated to reflect revised names for policies BDB, Board Committees, and BDF, Advisory Committees.

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 61.1(b)(7), which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Identifying and Reporting Abuse to clarify the location of the requirements.

BDAA(LOCAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are recommended to this local policy on board officer duties and requirements. At Board Officers, the sentence indicating that the board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the board, manages staff assignments, including providing support to the board.

BDB(LEGAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Internal Committees to Board Committees.

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

This policy has been revised in coordination with BDF(LOCAL) to clarify the difference between board committees and advisory committees. Accordingly, the subtopic of this code has been changed from Internal Committees to Board Committees, and new provisions are recommended to establish how board committees are formed and outline their purpose. Text addressing Dissolution of board committees is also recommended for inclusion. The language previously at Special Committees has been moved to BDF(LOCAL).

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Citizen Advisory Committees to Advisory Committees.

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

This new local policy is recommended for inclusion to coordinate with the changes at BDB. The subtopic of this code has been changed from Citizen Advisory Committees to Advisory Committees. Language has been moved here from BDB(LOCAL) and updated to clarify how advisory committees are formed and the parameters of their responsibilities. A section on Dissolution of the committees is also recommended for inclusion.

Splendora ISD

BJB(LEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT

New rules at 19 Administrative Code 103.1213 regarding the Sentinel system were adopted on December 13, 2024, and a new section on required reporting in that system after a superintendent change has been added to this legal framework.

CBA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

Revisions reflect amendments at 19 Administrative Code 61.1034, effective April 13, 2025, to clarify the criteria a district must meet to be eligible for the New Instructional Facility Allotment (NIFA). Additional information about NIFA has also been included to outline eligibility provisions and the application process. NIFA was created in 1999 for districts to provide for operational expenses associated with the opening of a new instructional facility and is available to all public school districts that meet the requirements of the statute and rule.

CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SAFETY AND SECURITY AUDITS AND MONITORING

New rules at 19 Administrative Code 103.1213, effective December 15, 2024, relating to the Sentinel system prompted revisions to this legal framework on safety and security audits and monitoring. A section on Reporting Through Sentinel has been added, and additional changes reflecting new reporting requirements for vulnerability assessments and intruder detection audits have been made.

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

The new rules regarding the Sentinel system necessitated additional language regarding the Texas School Safety Center's uploading of multihazard emergency operation plans to that system. The new rules became effective December 15, 2024, and are found at 19 Administrative Code 103.1213.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New requirements have been added at Human Trafficking Warning Signs to reflect a new rule adopted at 19 Administrative Code 103.1403, effective December 11, 2024.

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

Changes at 19 Administrative Code 67.1315, effective December 15, 2024, prompted revisions relating to the requirement for districts to adopt an open education resource instructional materials plan unless otherwise exempt.

CNB(LEGAL) TRANSPORTATION MANAGEMENT: DISTRICT VEHICLES

A cross-reference to CNC has been added at School Bus Advertising for clarity regarding reporting requirements for crashes involving buses with advertising.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

At Annual Report to TEA, revisions to this legal framework were required after 19 Administrative Code 61.1028 was repealed and provisions moved to the new 19 Administrative Code 103.1231, effective March 10, 2025. Other revisions have been made for clarity.

Splendora ISD

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

At Exempt Employees — Academic Administrators, the salary/fee rate has been removed and replaced with a reference to the established weekly threshold to prevent the need for continuous updating as the Fair Labor Standards Act rules are amended over time.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

A citation change at Child Abuse, Trafficking, and Maltreatment reflects provisions from the Administrative Code that were repealed on December 11, 2024, and moved to 19 Administrative Code 103.1401. At Mental Health, provisions have been added to reflect the adoption of 19 Administrative Code 153.1015, effective December 2, 2024.

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

At Evaluation for Change in Eligibility, provisions have been removed to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024. A cross-reference to EIF has been added for clarity.

EHBAD(LEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Provisions at Graduation have been revised to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 103.1301, which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Confidentiality — Duty to Report to clarify the location of the requirements.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions throughout this legal framework reflect amendments to numerous Administrative Code rules, effective February 7, 2025, relating to bilingual and ESL programs.

EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

Changes throughout this legal framework reflect amendments to the Administrative Code adopted on February 14, 2025.

EI(LOCAL) ACADEMIC ACHIEVEMENT

At Partial Credit, recommended revisions replace the phrase "combined grade for" with "average of" to more accurately reflect the determination of awarding credit when a student earns a passing grade in only half of a course.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Revisions to this legal framework are a result of amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

A paragraph has been added at Discipline and Threat Assessment Records as a result of the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

Explanatory Notes

TASB Localized Policy Manual Update 125

Splendora ISD

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

At Safe Schools Data, “bullying” is recommended for inclusion as an offense for which the district must collect and maintain data. The revision aligns with the Unsafe School Choice Option Guidance Handbook.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration. At Methods for Regaining Credit or Awarding a Final Grade, specifics regarding petitions for credit are recommended for deletion in favor of a reference to administrative regulations.

Revisions at Imposing Conditions for Awarding Credit or a Final Grade are recommended to clarify requirements regarding "seat time." For more information, see the TASB.org article TEKS Mastery, Not Seat Time, Required for Attendance for Credit.

The Legal Tips for Policy Development, available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Extensive changes throughout this legal framework have been made for clarity and to reflect new Department of State Health Services rules on Maintenance and Administration of Medication for Respiratory Distress.

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

The revisions to the legal framework at this code reflect the new Department of State Health Services rules on unassigned medication for respiratory distress. If your district currently maintains medication that can be used when a person is experiencing respiratory distress, please contact your policy consultant for appropriate text to include in your local policy.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

A section on Use of Sentinel Assessment Instrument, Manual, and Field Guide has been added to reflect the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

FOC(LEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Revisions to this legal framework at Determination of Violent Conduct reflect new language at 19 Administrative Code 103.1205, effective October 29, 2024.

FOF(LEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

A new section on Peace Officer or Security Personnel Use of Restraint or Taser has been added to reflect new language at 19 Administrative Code 89.1053, effective October 7, 2024.

First Day 2023 - 2024 8.9.23																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 of Srs 5/22/24	Diff.	Total	Last Day of Srs 5/22/24	Diff.
SHS 001																0	1469	-1469		1444.0	-1444.0
SJH 041																0	808	-808		808.0	-808.0
PCE 101																0	699	-699		667.5	-667.5
GLE 102																0	707	-707		674.5	-674.5
PWE 104																0	792	-792		749.0	-749.0
TLE 105																0	840	-840		800.5	-800.5
JJAEP																0	6	-6		0.0	0.0
District Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5321	-5321	0.0	5143.5	-5143.5
First Day 23 - 24 8.9.23	5	201	311	382	335	335	364	373	379	383	371	436	362	366	285	4888			4717.5		
Difference	-5	-201	-311	-382	-335	-335	-364	-373	-379	-383	-371	-436	-362	-366	-285	-4888			-4717.5		
Current Day	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0.0		
This Day Last Year																0					
Difference	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0.0		

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Consider Approval of a Delegate and Alternate to the 2025 TASB Delegate Assembly

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): N/A

BACKGROUND INFORMATION: TASB's 2025 Delegate Assembly will be held Sept. 13, 2025, during txEDCON25 in Houston. 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.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the board approve a Delegate and Alternate to the 2025 TASB Delegate Assembly.

ATTACHMENTS: N/A

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Allen Wells, Board President

RECOMMENDED MOTION: I move to approve_____ as the Delegate and _____ as the Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Consider Approval of TASB Advocacy Resolution

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION: TASB is now accepting proposed resolutions to amend the 2024-26 TASB Advocacy Agenda. The Advocacy Agenda is created by members — and for members — to advocate for public schools at the state Capitol and beyond.

ADMINISTRATIVE RECOMMENDATION: N/A

ATTACHMENTS: N/A

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Board of Trustees

RECOMMENDED MOTION: N/A

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Consider Approval of Proposed Agreement for Hunton Andrews Kurth LLP to Serve as Bond Counsel for Splendora ISD

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): N/A

BACKGROUND INFORMATION: N/A

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the board approve the proposed agreement for Hunton Andrews Kurth LLP to serve as Bond Counsel for Splendora ISD.

ATTACHMENTS: Agreement

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. Dustin Bromley, Superintendent

RECOMMENDED MOTION: I move to approve the proposed agreement for Hunton Andrews Kurth LLP to serve as Bond Counsel for Splendora ISD.

HUNTON

HUNTON ANDREWS KURTH LLP
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April 28, 2025

Dr. Dustin Bromley, Superintendent
Splendora Independent School District
23419 FM 2090
Splendora, TX 77372

Re: Bond Financing

Dear Ladies and Gentlemen:

We are pleased to submit to you this proposed agreement for Hunton Andrews Kurth LLP (the "HAK") to serve as Bond Counsel with respect to bonds and other debt obligations that the Splendora Independent School District (the "District") intends to issue. (Such bonds, notes and obligations are collectively referred to in this letter as the "Bonds.") When approved by you, this letter will become effective and will evidence an agreement between the District and Hunton Andrews Kurth LLP.

Basic Services: As Bond Counsel, HAK would prepare all required legal proceedings and would perform certain other necessary legal work in connection with the District's authorization, issuance and sale of each series of the Bonds. Our services as Bond Counsel would include the following Basic Services, which we would carry out directly or in concert with officials and staff of the District:

1. Assistance, in consultation with District officials and staff and the District's financial advisor, in the evaluation of legal matters related to financing innovations and opportunities that may arise from time to time;

2. Preparation of necessary orders, resolutions, notices, Department of Justice submissions and other legal documents necessary to call and conduct an election to authorize issuance of the Bonds, if necessary;

3. Consultation with District officials and staff to review information to be included in the offering documents for each series of Bonds, but only to the extent that such information describes such series, the security therefor, their federal income tax status and our opinion;

4. Preparation of the orders authorizing issuance of each series of the Bonds and all other instruments which comprise the transcript of legal proceedings pertaining to the authorization, issuance and sale of each such series;

5. Attendance at meetings, to the extent required or requested by the District or the District's financial advisor, to discuss the sizing, timing or sale of each series of the Bonds;

6. Preparation and submission of transcripts of legal proceedings pertaining to the issuance of each series of the Bonds to the Attorney General to obtain an approving opinion and to obtain the registration of the Bonds by the Comptroller of Public Accounts;

7. Supervision of the printing of each series of the Bonds and the delivery thereof to the purchaser;

8. Review of certified proceedings and performance of such additional duties as are necessary for the delivery, at the closing of each series of the Bonds, of an approving opinion, based on facts and law existing as of its date, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Bonds of each series constitute valid and legally binding obligations of the District as described in the authorizing order therefor (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors of political subdivisions) and that interest on such series of the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law;

9. In the case of a series of Bonds, or a portion thereof, that is issued to refund prior bonds of the District, providing advice regarding federal income tax and other issues unique to refunding transactions;

10. Prior to and in connection with the closing of each series of the Bonds, giving advice to the District to enable appropriate officials to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Bonds, including yield restrictions and rebate requirements;

11. Attendance at bond sale, signing, closing and all other meetings and conferences as deemed necessary by the District;

12. Preparation of the necessary Federal Income Tax Forms associated with closing the Bonds; and

13. At the closing of each series of the Bonds, delivery of an opinion regarding the applicability of federal and state securities laws to such series, the eligibility of the Bonds for investment by various fiduciaries and other regulated investors and the validity and enforceability of security agreements, orders and other documents related to the Bonds and the security therefor.

Additional Services: In addition to the foregoing Basic Services, as Bond Counsel, HAK is prepared to undertake the following Additional Services, as directed by the District:

1) Disclosure work or similar services (other than the preparation of certain sections of the offering documents for the Bonds as described in paragraph (2) under Basic Services above) to assist the District in the preparation of such offering documents, on such basis and to such extent as shall be directed by the District;

2) Preparation of the "Blue Sky" surveys or securities registration services;

3) Any other special services not ordinarily required in connection with the issuance of obligations of the nature of the Bonds, including services rendered in connection with special federal income tax issues, unusual issues arising in connection with the District's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of any variable rate or other series of the Bonds;

4) Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Bonds and consultation with District officials, staff and advisors and the District's financial advisor to develop such presentations;

5) Any other service necessary to the planning, authorization, issuance, sale and delivery of the Bonds, as may be appropriate; and

6) After the closing of any series of the Bonds and upon specific request of the District, providing assistance to the District concerning questions and issues that may arise prior to the maturity of the Bonds.

7) In the case of a series of variable rate Bonds or a swap transaction, providing advice on issues and preparing documents that are unique to variable rate debt or swaps.

Fees: Unless otherwise agreed to by the District and HAK, for all Basic Bond Counsel Services performed hereunder in connection with the issuance and sale of Bonds, as defined in this letter, HAK will be paid a fee with respect to each series of new money Bonds on the basis of $1.10 per $1,000 of Bonds (principal amount plus premium, if any) with a minimum fee of $35,500; with respect to each series of refunding Bonds on the basis of $1.25 per $1,000 of bonds (principal amount plus premium, if any) with a minimum fee of $37,500 (such fee does not include the review fee charged by the Attorney General of Texas.) For any Maintenance Tax Notes of less than $5,000,000, our fee will be $13,500.

In addition, for any election in which no bonds are approved by the voters in the District, fees will be billed on an hourly basis in the amount not to exceed $25,000.

The fee for any Additional Services provided by Hunton Andrews Kurth, including such services in connection with variable or adjustable rate financings, qualified zone academy bond financings or lease purchase financings (including costs associated with attendant conduit issues),

will be determined on an hourly rate basis, applying rates then charged by this firm for the same or similar services performed by attorneys and paralegals of similar experience for other clients and taking into consideration the difficulty and complexity of the tasks involved and the time constraints imposed by the District. The total fee for Additional Services prior to and in connection with the closing of any series of Bonds will not exceed the amount that is agreed to in writing by the District.

Except for any amounts associated with a failed bond election, payment of all fees for services as Bond Counsel will be made after the issuance and delivery of the series of the Bonds in connection with which such services are performed and within 30 days after receipt by the District of an approved invoice therefor. HAK will be reimbursed for its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long-distance telephone, telecopy and similar expenses, deliveries, filing fees and all items paid for by HAK on behalf of the District, incurred in connection with the performance of any services hereunder. All such charges shall be reasonable and subject to approval by the District.

Nothing herein shall be construed as creating any personal liability on the part of any officer of the District, and this agreement may be terminated by the District upon written notice to HAK.

The District acknowledges that it is aware that HAK represents many other governmental entities, companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any other such other matter by such client to your material disadvantage.

Texas State Bar Disclosure

The State Bar of Texas requires we advise clients that: The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.

If this proposed agreement for the services of HAK as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing the space provided below.

Very truly yours,

Thomas A. Sage

AGREED TO and ACCEPTED BY:

Splendora Independent School District

By: _____

Name: _____

Title:_____

Date: _____

Enclosure:
Hunton Andrews Kurth LLP "Standard Terms of Engagement"

HUNTON ANDREWS KURTH LLP
STANDARD TERMS OF ENGAGEMENT

FEES. Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the Client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

BILLS AND STATEMENTS. Unless other arrangements are made, we render monthly bills for fees, expenses and charges. We typically prepare bills for each legal matter we handle. We may also send a monthly statement of account, which details any unpaid bills.

PAYMENT. Our bills are due and payable upon receipt. Failure to pay bills promptly may result in temporary or permanent cessation of service. Payment of bills should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton Andrews Kurth LLP. Please note the date and identification number of the bill being paid, and return the remittance copy of our bill with your payment.

If our bills are not paid within 30 days of receipt the Client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The Client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the Client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of Client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

RESPONSES TO AUDITORS' INQUIRIES. We are frequently asked to provide information to auditing firms regarding legal matters of our Clients. We respond to those inquiries with the same level of care and professionalism that we use to handle the Client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the Client's behalf, that request will be deemed to be the Client's consent for us to disclose that information to that firm.

DISBURSEMENTS AND CHARGES. In addition to payment of our fees, the Client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our Client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing

and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the Client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the Client.

Before proceeding to incur expenses from an outside vendor in excess of $1,500, we will seek your approval. We do not intend to make any profit on such expenses, and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the Client.

In certain instances, we may employ the services of affiliated entities on behalf of our Clients. Cognicion LLC is a wholly-owned subsidiary of Hunton Andrews Kurth LLP. The work performed by Cognicion LLC on behalf of the firm's Clients is billed at competitive rates that may not reflect our cost. When engaged, Cognicion LLC services will appear as a disbursement on Client bills. The same applies to services rendered by other entities affiliated with Hunton Andrews Kurth such as Turnstone Investigative Services.

TRAVEL. We generally record the time spent traveling while performing work in furtherance of the Client's engagement. Time spent in travel on behalf of one Client while working on a matter for another Client, will be billed to the other Client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the Client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service, and the expenses charged to the Client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the Client in our charges.

TERMS OF ENGAGEMENT. The Client or Hunton Andrews Kurth may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in this Matter, and, if the Client so requests, we will suggest possible successor counsel and provide such counsel with material the Client has provided us.

Upon the termination of our engagement, the Client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the Client terminates our engagement or if Hunton Andrews Kurth terminates the engagement in accordance with the following paragraph, the Client will also pay our fees and expenses in connection with any transition of the Client's work to successor counsel.

If the Client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton Andrews Kurth may withdraw from the representation. If we elect to withdraw, the Client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton Andrews Kurth's representation will terminate upon our sending the Client our final invoice for services rendered. Unless we agree

otherwise, we will have no continuing obligation to advise the Client with respect to future legal developments once this Matter concludes.

RECORD RETENTION. We will maintain necessary documents relating to this Matter in our Client files. If we receive no guidance from the Client, we will employ the following procedure when a matter concludes:

1. Upon closure of the matter, any original documents that the Client has provided to us will be returned.

2. Upon expiration of our normal retention period for this kind of matter, we will notify the Client by mail at the Client's last known address that the retention period has run, and seek the Client's guidance on disposition of the file.

3. If we receive a response from the Client within 30 days, we will follow the Client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.

4. If we do not receive a response from the Client within the 30-day period, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the Client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this Matter will be made available to the Client, if requested, and to the extent they are still easily accessible.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: 6/16/2025

AGENDA ITEM NAME: Discussion and possible action to grant Entergy Texas, Inc a servitude and right-of-way easement on the Greenleaf Elementary school site.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION: Entergy requires an Easement Agreement to provide both permanent service to our projects. As per Texas Education Code 11.154 requires the Board to authorize the sale of any real property, including granting of an easement on District property. This item is the same as we have approved for the Peach Creek and Junior High projects. Standard procedure.

ADMINISTRATIVE RECOMMENDATION: Recommend approving the servitude and right-of-way easements to Entergy Texas, Inc. on the Greenleaf Elementary School site.

ATTACHMENTS: **Entergy Easement**

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Robert Arcement, LAN. Kevin Lynch, Lynch'd Facility Solutions.

RECOMMENDED MOTION: I move to approve the servitude and right-of-way easements to Entergy Texas, Inc. on the Greenleaf Elementary School site.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

RIGHT-OF-WAY INSTRUMENT-ENTERGY TEXAS, INC.

KNOW ALL MEN BY THESE PRESENTS THAT: **SPLENDORA INDEPENDENT SCHOOL DISTRICT,** a Texas school district, by and through its authorized representative, acting for and on behalf of its successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend **Entergy Texas, Inc.**, whose address is 9425 Pinecroft Dr., The Woodlands, Texas, 77380, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement ten (10) feet in width, and a 20'x20' area for Pad Mount Transformer ("Right-of-Way") for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities ("Grantee Facilities"), or the removal thereof, now or in the future, including, but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under, along or on that land of Grantor in the County of **(County Name)**, State of Texas described as follows, to-wit:

Being 14 acres of land, more or less, situated in the Walker County School Land Survey, Abstract No. 494, in Montgomery County, and being more fully described in a deed recorded under Clerk's File No. 2024060539, of the Deed Records of Montgomery County, Texas. ("Property")

The Right-of-Way granted is in the area as shown by the attached Exhibit A hereto attached and made a part hereof.

Unless otherwise herein specifically provided, the center line of the Grantee Facilities initially constructed on this Right-of-Way shall be the center line of the Right-of-Way, together with the right of ingress and egress to and from the Right-of-Way across the adjoining land of the Grantor. Grantee shall have the right to install and maintain gates in all existing and future fences crossing the Property where same intersects the Right-of-Way to provide access to and from the Grantee Facilities, provided such gates will be installed in a manner that will not unreasonably weaken such fences.

Grantee shall have the full and continuing right, but not the obligation, to clear and keep clear vegetation within or growing into the Right-of-Way and the further right to remove or modify from time-to-time trees, limbs, and/or vegetation outside the Right-of-Way which is dead, decaying or in danger of falling or leaning on Grantee Facilities, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction, or other hazard within the Right-of-Way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and the Grantee Facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining the Right-of-Way or change the grade or elevation of the Right-of-Way in violation of the minimum clearances from Grantee Facilities as provided in the National Electrical Safety Code or other applicable state and local laws, regulations, and ordinances.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor, by and through its authorized representative, has executed this Right-of-Way Instrument on this ___ day of _____, 20__.

GRANTOR: SPLENDORA INDEPENDENT SCHOOL DISTRICT

_____
Signature

_____
Printed Name

_____
Title

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20__ by

_____, as the _____ and authorized representative of SPLENDORA INDEPENDENT SCHOOL DISTRICT, Grantor.

_____
Notary Public, State of Texas

Stamp
Or
Seal

Commission expires: _____

Space Below Reserved For County Clerk's Recording Information

WR# 39952883
DD M&S Engineering

AFTER RECORDING, RETURN TO: Entergy Texas, Inc., Right-of-Way Department, 9425 Pinecroft Drive, The Woodlands, TX 77380

10' underground UE

20x20 UE centered on transformer

S-1

24050 BRIGHT SUNSHINE RD

SMOKEY QUARTZ DR

PEARL CRESCENT LA

GREENL

F227709
QR(60)

RES B

253

213

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50-3

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Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Budget Amendment #4

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): **Priority 4**: Focus on strategic alignment of financial and operational systems for long-term district growth

BACKGROUND INFORMATION: Final adjustments to payroll budget. Splendora Education Foundation donation

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees of Splendora ISD approve the budget amendment as written.

ATTACHMENTS: **Budget Amendment #4.pdf**

BUDGET INFORMATION:

RESOURCE PERSONNEL: Stacey Swanson, SISD Accountant, Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve budget amendment #4 as written.

Splendora ISD
2024-2025 Original Budget with Amendments
June 30, 2025

GENERAL FUND

		08/19/24	09/23/24	04/28/25	06/16/25	
	Original	**Amnd 1**	**Amnd 2**	**Amnd 3**	**Amnd 4**	**Total**
7/01/24 Fund Balance	$12,619,579					**$12,619,579**
5700 Local Revenue	16,104,000	5,000	2,000	39,000	4,000	16,154,000
5800 State Revenue	43,001,000					43,001,000
5900 Federal Revenue	395,000					395,000
7900 Other Resources	-					-
Total	**$59,500,000**	**$5,000**	**$2,000**	**$39,000**	**$4,000**	**$59,550,000**
11 Instruction	35,111,500	55,000	2,000	115,452	107,400	35,391,352
12 Library	184,710			1,000	(16,600)	169,110
13 Staff/Curr Develop	1,741,875		95,000	(9,000)	(114,650)	1,713,225
21 Instruct Leader	1,522,062			(68,452)	43,000	1,496,610
23 School Admin	2,919,698				166,500	3,086,198
31 Guidance Counsel	2,267,315				(164,550)	2,102,765
32 Social Worker Services	127,525				(2,100)	125,425
33 Health Service	472,735				7,100	479,835
34 Student Transport	3,580,705	284,000			278,500	4,143,205
35 Food Service	-					-
36 Extra Curricular	1,487,150	25,500			98,900	1,611,550
41 General Admin	2,839,480	42,000			104,000	2,985,480
51 Plant M&O	6,366,625	14,000			(433,000)	5,947,625
52 Security	960,650		50,000	(50,000)	159,000	1,119,650
53 Data Process Svc	959,075				(21,256)	937,819
61 Community Services	283,895				(48,244)	235,651
71 Debt Service	-					-
81 Facilities Acquisition	3,150,000		(3,000,000)		(148,500)	1,500
93 Payments to Fiscal Agent	-					-
99 AE Services	225,000				(11,500)	213,500
8900 Other Uses	-					-
Total	**$64,200,000**	**$420,500**	**($2,853,000)**	**($11,000)**	**$4,000**	**$61,760,500**
Budgeted Fund Balance	($4,700,000)	($415,500)	$2,855,000	$50,000	$0	($2,210,500)
Fund Balance after Amend.						**$10,409,079**

Splendora ISD
2024-2025 Original Budget with Amendments
June 30, 2025

DEBT SERVICE

		08/19/24	09/23/24	04/28/25	06/16/25	
	Original	**Amnd 1**	**Amnd 2**	**Amnd 3**	**Amnd 4**	**Total**
7/01/24 Fund Balance	$4,754,790					**$4,754,790**
5700 Local Revenue	9,410,000					9,410,000
5800 State Revenue	225,000					225,000
5900 Federal Revenue	-					-
7900 Other Resources	-				1,375,000	1,375,000
Total	**$9,635,000**	**$0**	**$0**	**$0**	**$1,375,000**	**$11,010,000**
11 Instruction						-
12 Library						-
13 Staff/Curr Develop						-
21 Instruct Leader						-
23 School Admin						-
31 Guidance Counsel						-
32 Social Worker Services						
33 Health Service						-
34 Student Transport						-
35 Food Service						-
36 Extra Curricular						-
41 General Admin						-
51 Plant M&O						-
52 Security						-
53 Data Process Svc						-
61 Community Services						-
71 Debt Service	8,469,000	1,633,000				10,102,000
81 Facilities Acquisition						-
93 Payments to Fiscal Agent						-
99 AE Services						-
8900 Other Uses						-
Total	**$8,469,000**	**$1,633,000**	**$0**	**$0**	**$0**	**$10,102,000**
Budgeted Fund Balance	$1,166,000	($1,633,000)	$0	$0	$1,375,000	$908,000
Fund Balance after Amend.						**$5,662,790**

BUDGET AMENDMENTS 2024-25

AMENDMENT # 4

6/16/2025

FUND	BUDGET CODE	CURRENT BUDGET	ADD / (REDUCE)	TOTAL AMENDED BUDGET	DESCRIPTION
GENERAL OPERATING					
	199 00 574400 000 5 00024	41,000	4,000	45,000	SEF Donation - Personnel Dept
	TOTAL REVENUES	**$ 41,000**	**$ 4,000**	**$ 45,000**	
	199 41 639900 750 5 99024	5,000	4,000	9,000	SEF Donation - Employee awards & teacher appreciation
	168 51 625970 999 5 99000	9,196	(9,000)	196	To Adjust Skating Rink Water Utility
	168 61 612900 999 5 99000	11,489	(9,000)	2,489	To Adjust Skating Payroll Budget
	199 11 611900 999 5 23099	998,537	107,400	1,105,937	To Adjust Payroll Budget
	199 12 611900 999 5 99099	84,325	(9,700)	74,625	To Adjust Payroll Budget
	199 13 61XX00 999 5 xx099	824,826	(114,650)	710,176	To Adjust Payroll Budget
	199 21 611900 999 5 99099	624,035	43,000	667,035	To Adjust Payroll Budget
	199 23 611900 001 5 99099	480,505	166,500	647,005	To Adjust Payroll Budget
	199 31 611900 999 5 30099	271,400	(164,550)	106,850	To Adjust Payroll Budget
	199 32 611900 999 5 30099	71,700	(2,100)	69,600	To Adjust Payroll Budget
	199 33 612900 101 5 99099	12,800	7,100	19,900	To Adjust Payroll Budget
	199 34 612200 999 5 23099	116,420	278,500	394,920	To Adjust Payroll Budget
	199 36 611900 041 5 91099	47,260	98,900	146,160	To Adjust Payroll Budget
	199 41 611900 750 5 99099	748,690	(6,900)	741,790	To Adjust Payroll Budget
	199 52 612900 999 5 99099	467,495	159,000	626,495	To Adjust Payroll Budget
	199 53 612900 999 5 99099	501,380	(21,256)	480,124	To Adjust Payroll Budget
	199 61 611900 999 5 99099	38,284	(39,244)	(960)	To Adjust Payroll Budget
	199 41 621100 702 5 99000	265,000	100,000	365,000	To Adjust Legal Budget
	199 51 625972 999 5 99000	1,698,850	(424,000)	1,274,850	To Adjust Electric Utility Budget
	199 81 662900 999 5 99000	148,500	(148,500)	-	To Adjust Building Improve Budget
	199 99 621300 703 5 99000	225,000	(11,500)	213,500	To Adjust Tax Collection Budget
	TOTAL EXPENDITURES	**$ 7,650,692**	**$ 4,000**	**$ 7,654,692**	
	BUDGET FUND BALANCE		**$ -**	no impact	

DEBT SERVICE					
	599 00 791600 000 5 00000	-	1,375,000	1,375,000	Upcoming Bond Sale Premium
	TOTAL REVENUES	**$ -**	**$ 1,375,000**	**$ 1,375,000**	

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Stipend Schedule

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Quality Staff

BACKGROUND INFORMATION:

Each year, Human Resources conducts a comprehensive analysis of its stipend schedule to ensure it remains competitive within our regional market. This annual review is a critical component of our broader strategy to recruit and retain top talent across all areas of the district, including academics, athletics, fine arts, and extracurricular programs.

The analysis includes a comparison of stipends offered by peer districts, taking into consideration the scope of responsibilities, time commitments, and qualifications required for each role. Adjustments are recommended as needed to align with market trends and to recognize the contributions of our staff in supporting student success and enhancing the overall educational experience.

This ongoing review process reinforces our commitment to valuing employees, supporting equity in compensation, and maintaining a strong and motivated workforce.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board approve the proposed updates to the 2025–2026 stipend schedule as presented. These adjustments are based on a market comparison with surrounding districts and are designed to ensure our stipends remain competitive, equitable, and aligned with the responsibilities and expectations of each role.

ATTACHMENTS: Stipend Schedule

BUDGET INFORMATION: $52,600 Increase in the Stipend Schedule

RESOURCE PERSONNEL: Dr. Shane Conklin

RECOMMENDED MOTION:

“I move that the Board approve the 2025–2026 stipend schedule as recommended by administration.”

Stipend Schedule			
Area	**Stipend**	**# of Stipends**	**Budget Impact**
Masters Degree	$1,000	110	$110,000
Dual Credit	$2,500	6	15,000
Bilingual	$4,000	42	$168,000
GED	$5,300	1	$5,300
High School Critical Teaching Assignments			
Foreign Language	$2,500	4	$10,000
Science: Chemistry, Physics, Anatomy & Physiology	$3,500	5	$17,500
Math: Pre-Cal, Calculus	$3,500	2	$7,000
STAAR EOC: Alg. 1, English 1	$3,500	6	$20,000
Paint & Body Instructor	$7,500	1	$7,500
Self-Contained SpEd Teacher	$2,500	27	$67,500
SpEd Supervision	$3,000	6	$18,000
SpEd Bilingual	$4,000	4	$16,000
Certificate of Clinical Competence	$3,500	4	$14,000
Lead Diagnostician	$3,000	1	$3,000
Critical Retention	$1,000		
Elgibility: To be elgible for the certification-based and critical needs stipends, the teacher of record must be certified in the assigned content area and assigned to the teaching field for a minimum of 50% of the academic day.			
Additional Academic Stipends for Certified Staff			
Counselor-Lead	$1,000	1	$1,000
Grade Level Team Lead (Secondary)	$750	14	$1,500
Grade Level Team Lead (Elementary)	$500	38	$19,000
District Textbook Coordinator (IMA)	$3,000	1	$3,000
Robotics Secondary Coordinator	$500	2	$1,000
Robotics Elementary Coordinator	$500	5	$2,500
Robotics Secondary Coach	$400	2	$800
Robotics Elementary Coach	$300	5	$1,500
Robotics District Coordinator	$1,000	1	$1,000
Head Librarian	$1,000	1	$1,000
Lead Nurse	$2,000	1	$2,000
Campus Digital Specialist	$1,000	7	$7,000
Summer School Principal	$5,000	1	$5,000
Police			
Intermediate Peace Officer's Certification	$1,000	0	$0
Advanced Peace Officer's Certification	$2,000	1	$2,000
Bachelor Degree	$1,000	0	
Master Peace Officer Certification	$3,000	4	$4,000
TCOLE Advanced Certificate	$2,000	1	$10,000
High School			
Ag Teacher 1	$3,500	1	$3,500

Ag Teacher 2	$3,500	1	$3,500
Ag Teacher 3 (Ag Mech)	$3,500	1	$3,500
Ag Teacher 4	$2,750	1	$2,750
Ag Teacher 5	$2,750	1	$2,750
Ag Department Head	$1,800	1	$1,800
Machining	$2,500	1	$2,500
Cosmetology	$3,000	1	$3,000
FBLA	$2,000	1	$2,000
Health Science/HOSA/CNA	$4,000	1	$4,000
Interact/Jr. Rotary	$1,500	1	$1,500
Culinary Arts	$2,000	1	$2,000
ROTC- Officer	$3,000	1	$3,000
ROTC-Enlisted	$2,000	1	$2,000
Pregnancy Related Services	$1,500	1	$1,500
Academic Decathalon	$1,500	1	$1,500
NHS Advisor	$700	1	$700
Senior Class Sponsor	$1,500	1	$1,500
Junior Class Sponsor	$500	1	$500
Sophomore Class Sponsor	$500	1	$500
Freshman Class Sponsor	$500	1	$500
Student Council Advisor	$1,500	1	$1,500
Lincoln Douglas Debate	$500	1	$500
Yearbook	$2,500	1	$2,500
Bass Team	$2,000	1	$2,000
Sporting Clay Club	$2,000	1	$2,000
Video Tech	$2,000	1	$2,000
Junior High			
Ag Teacher	$2,000	1	$2,000
Student Council Advisor	$500	1	$500
NHS Advisor	$500	1	$500
Theater	$2,000	1	$2,000
Yearbook	$500	1	$500
University Interscholastic League Stipends			
UIL Academics			
HS Coordinator	$1,250	1	$500
Jr. High Coordinator	$750	1	$250
Elementary Coordinator	$750	5	$1,250
2-5 Coaches	$500		$5,000
6-8 Coach	$500		
High School Coach	$500		
Band			
HS Band Director	$4,000	1	$4,000
HS Assistant Band	$2,000	2	$4,000

Percussion Director	$2,000	1	$2,000
MS Band Director	$2,500	1	$2,500
MS Assistant Band	$1,500	1	$1,500
6th Band Director	$2,000	1	$2,000
6th Assistant Band	$2,000	1	$2,000
Color Gaurd	$2,000	2	$4,000
Cheerleader			
Head Coach	$4,000	1	$4,000
Assistant Coach	$2,500	1	$2,500
MS Coach	$2,000	1	$2,000
MS Assistant	$2,000	1	$2,000
Choir			
Head	$4,000	1	$4,000
MS	$2,000	1	$2,000
6th	$2,000	1	$2,000
Drama			
Head	$3,500	1	$3,500
Assistant	$2,500	1	$2,500
Drill Team			
Head	$5,000	1	$5,000
MS	$2,500	1	$2,500
Yearbook			
Sponsor	$500	1	$500
Athletic Stipends			
Football			
Offensive & Defensive Coordinators	$9,000	2	$18,000
Special Teams Coordinator	$2,500	1	$2,500
Assistant Coaches	$6,300	9	$56,700
MS HF/Athletic Coordinator	$4,000	1	$4,000
MS Coaches	$3,100	5	$2,000
Volleyball			
Head	$6,500	1	$6,500
Assistants	$3,200	3	$9,600
MS Coaches	$3,100	4	$12,400
Basketball			
Head	$6,500	1	$6,500
Assistants	$3,200	4	$12,800
MS Coaches	$2,100	10	$21,000
Baseball			
Head	$6,500	1	$6,500
Assistants	$3,200	4	$12,800
Softball			
Head	$6,500	1	$6,500

Assistants	$3,200	2	$6,400
Soccer			
Head	$6,500	2	$13,000
Assistants	$3,200	3	$9,600
MS Coaches	$1,000	4	$4,000
Track			
Head	$6,500	2	$6,500
Assistants	$3,200	6	$19,200
MS Coaches	$2,000	12	$24,000
Tennis			
Head Coach	$6,500	1	$6,500
Assistants	$4,000	1	$4,000
Power Lifting			
Head	$3,500	2	$7,000
Assistant	$2,000	1	$2,000
Cross Country			
Head	$3,500	2	$7,000
MS Coaches	$2,000	2	$4,000
Additional Athletic Stipends			
Summer Workouts	$16,000		25/hr
Video Coordinator	$1,500	1	$1,500
Equipment Coordinator	$1,500	1	$1,500
NCAA Boys/Girls Recruiting Corrdinator	$3,000	1	$3,000
Athletic Trainer	$9,200	1	$9,200
Strength Coach-Off Season & Summer	$5,000	1	$5,000
Assistant Athletic Trainer	$4,500	1	$4,500

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Proposed Pay Maintenance for 2025-2026

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Quality Staff

BACKGROUND INFORMATION:

As part of our ongoing efforts to ensure a competitive and equitable compensation structure, Splendora ISD partners annually with the Texas Association of School Boards (TASB) to conduct a comprehensive Pay System Maintenance Study. This study provides a data-driven analysis of our district's pay structures in comparison to other school districts within our identified market group.

The TASB Pay Maintenance Study evaluates market competitiveness for each job group, including professional, paraprofessional, and auxiliary positions. It identifies areas where salary ranges or pay practices may be misaligned with regional benchmarks and offers recommendations to maintain or improve market alignment.

The results of this annual study are used to guide compensation planning, inform budget decisions, and support the district's efforts to attract and retain high-quality employees. This proactive approach ensures that our compensation system remains fair, strategic, and responsive to labor market trends.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board adopt the teacher retention plan as outlined in House Bill 2 (HB2), which provides targeted financial support to eligible classroom teachers as defined by the legislation.

Additionally, administration recommends approval of a 3% cost-of-living adjustment (COLA), based on the midpoint of each pay grade, for all full-time employees not included in the HB2 teacher retention plan. This recommendation reflects the district's continued commitment to maintaining competitive compensation and recognizing the contributions of all staff across the organization.

At this time, administration is not recommending implementation of the compensation adjustments outlined in Model 1. While Model 1 provided a broader range of increases, it is not financially feasible within the current budget constraints. The district will continue to monitor revenue projections and revisit additional compensation options as funding allows.

ATTACHMENTS:

Compensation Plan

BUDGET INFORMATION: $2,065,765 (approximate cost)

RESOURCE PERSONNEL:

RECOMMENDED MOTION:

“I move that the Board approve the 2025–2026 compensation plan as presented, including adoption of the teacher retention plan in House Bill 2 and a 3% cost-of-living adjustment on the midpoint for all eligible employees not included in the retention plan.”

“The salary ranges in this pay schedule do not reflect any statutorily required salary allotments enacted by the Texas Legislature in the 89th Session. The district reserves the right to adjust salary amounts for the 2025-2026 school year in response to legislative changes. Impacted district employees will receive written notice of salary adjustments, if any, prior to the penalty free resignation deadline for the 2025-2026 school year.”

Splendora ISD **Model 1 - HB2**

Summary of Cost Estimates, 2025-2026

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2024-2025 Current Costs
Teachers, Librarians, and Nurses (RN)					
$63,000 starting salary	**381**		**$1,462,191**		**$25,148,032**
Teacher rentention allotment - HB2 Funded		288	$1,270,016	5.1%	
Other adjustments (unfunded cost)		114	$192,175	0.8%	
Administrative Professional	**119**		**$377,159**		**$9,941,052**
[1c] General pay increase - 3.0% of pay range midpoint		116	$307,861	3.1%	
General pay increase - 3.0% to employees over range max		3	$4,470	0.0%	
Adjustments - 1.0% above pay range minimum		2	$4,695	0.0%	
Adjustments - teacher pay equity		22	$60,133	0.6%	
Clerical Paraprofessional	**186**		**$153,526**		**$4,734,701**
[1c] General pay increase - 3.0% of pay range midpoint		172	$135,235	2.9%	
General pay increase - 3.0% to employees over range max		14	$13,778	0.3%	
Adjustments - 1.0% above pay range minimum		2	$4,513	0.1%	
Auxiliary	**183**		**$166,163**		**$5,114,019**
[1c] General pay increase - 3.0% of pay range midpoint		178	$160,478	3.1%	
General pay increase - 3.0% to employees over range max		5	$4,543	0.1%	
Adjustments - placement scale		2	$1,142	0.0%	
Subtotal - General Pay Increase		**488**	**$626,365**	**1.4%**	
Subtotal - Teacher retention allotment		**288**	**$1,270,016**	**2.8%**	
Subtotal - Implementation/Equity Adjustments		**142**	**$262,658**	**0.6%**	
Total Cost Estimate	**869**		**$2,159,039**	**4.8%**	**$44,937,804**

Footnotes:

[1c] ***Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.***

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Teachers, Librarians, and Nurses (RN) Salary Plan Development

Splendora ISD

Model 1: HB2 - $63,000 starting

2024-2025 Years of Exp		2024-2025 New Hire Salary	+	HB2 funded increase	+	Unfunded Yrs/Additional Adjustment	=	2025-2026 Years of Exp		2025-2026 Proposed New Hire Salary	Current Market Median Value	Compare Before	Compare After	Exp Diff
								0	→	$63,000	*0 Years* 59,000	104%	107%	
0	→	$61,550	+		+	$1,900	=	1		$63,450				450
1		$61,850	+		+	$1,900	=	2		$63,750				300
2		$62,100	+	$2,500	+		=	3		$64,600				850
3		$62,350	+	$2,500	+		=	4		$64,850				250
4		$62,650	+	$5,000	+		=	5		$67,650	*5 Years* 60,100	105%	113%	2,800
5		$62,950	+	$5,000	+		=	6		$67,950				300
6		$63,250	+	$5,000	+		=	7		$68,250				300
7		$63,550	+	$5,000	+		=	8		$68,550				300
8		$63,850	+	$5,000	+		=	9		$68,850				300
9		$64,150	+	$5,000	+		=	10		$69,150	*10 Years* 61,998	104%	112%	300
10		$64,450	+	$5,000	+		=	11		$69,450				300
11		$64,750	+	$5,000	+		=	12		$69,750				300
12		$65,050	+	$5,000	+		=	13		$70,050				300
13		$65,350	+	$5,000	+		=	14		$70,350				300
14		$65,750	+	$5,000	+		=	15		$70,750	*15 Years* 64,448	103%	110%	400
15		$66,200	+	$5,000	+		=	16		$71,200				450
16		$66,800	+	$5,000	+		=	17		$71,800				600
17		$67,450	+	$5,000	+		=	18		$72,450				650
18		$68,050	+	$5,000	+		=	19		$73,050				600
19		$68,650	+	$5,000	+		=	20		$73,650	*20 Years* 66,985	103%	110%	600
20		$69,250	+	$5,000	+		=	21		$74,250				600
21		$69,700	+	$5,000	+		=	22		$74,700				450
22		$70,000	+	$5,000	+		=	23		$75,000				300
23		$70,300	+	$5,000	+		=	24		$75,300				300
24		$70,600	+	$5,000	+		=	25		$75,600				300
25		$70,900	+	$5,000	+		=	26		$75,900				300
26		$71,100	+	$5,000	+		=	27		$76,100				200
27		$71,300	+	$5,000	+		=	28		$76,300				200
28		$71,500	+	$5,000	+		=	29		$76,500				200
29		$71,700	+	$5,000	+		=	30		$76,700				200
30		$71,904	+	$5,000	+		=	31		$76,904				204
31		$72,110	+	$5,000	+		=	32		$77,110				206
32		$72,316	+	$5,000	+		=	33		$77,316				206
33		$72,677	+	$5,000	+		=	34		$77,677				361
34		$72,883	+	$5,000	+		=	35		$77,883				206
35		$73,089	+	$5,000	+		=	36		$78,089				206
36		$73,707	+	$5,000	+		=	37		$78,707				618
37		$74,299	+	$5,000	+		=	38		$79,299				592
38		$74,917	+	$5,000	+		=	39		$79,917				618
39		$75,535	+	$5,000	+		=	40		$80,535				618
40		$76,179	+	$5,000	+		=	41		$81,179				644
41		$76,694	+	$5,000	+		=	42		$81,694				515
42		$77,209	+	$5,000	+		=	43+		$82,209				515
43+		$77,724												

General pay increase is applied to the market median salary ($63,278).

Pay Range Minimum	$63,000	***Pay Range Maximum***	$97,400

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Splendora ISD

2025-2026 New Hire Guide for
Teachers, Librarians, and Nurses (RN)

Model 1: HB2 - $63,000 starting

Years of Experience	New Hire Salary
0	$63,000
1	$63,450
2	$63,750
3	$64,600
4	$64,850
5	$67,650
6	$67,950
7	$68,250
8	$68,550
9	$68,850
10	$69,150
11	$69,450
12	$69,750
13	$70,050
14	$70,350
15	$70,750
16	$71,200
17	$71,800
18	$72,450
19	$73,050
20	$73,650
21	$74,250
22	$74,700
23	$75,000
24	$75,300
25	$75,600
26	$75,900
27	$76,100
28	$76,300
29	$76,500
30	$76,700
31	$76,904
32	$77,110
33	$77,316
34	$77,677
35	$77,883
36	$78,089
37	$78,707
38	$79,299
39	$79,917
40	$80,535
41	$81,179
42	$81,694
43+	$82,209

The salaries listed above are based on 10-month employment for the 2025-2026 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

$1,000 Master's Degree - General Stipend

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2025-2026 Proposed Administrative Professional Pay Plan

Splendora ISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
101			**Daily**	**$273.31**	**$333.30**	**$393.29**	**$10.00**
	Coordinator - Communications & Website	223	**182 Days**	49,742	60,661	71,579	1,820
	Coordinator - District PEIMS	223	**197 Days**	53,842	65,660	77,478	1,970
	Coordinator - Education Foundation	223	**207 Days**	56,575	68,993	81,411	2,070
	Coordinator - Testing	207	**223 Days**	60,948	74,326	87,704	2,230
	Director - Child Nutrition	223	**240 Days**	65,594	79,992	94,390	2,400
	Director - Maintenance	240					
	Director - Professional Learning	223					
	Director - Student Services	223					
	Director - Transportation	240					
	Facilitator - ARD	197					
	LSSP Intern	197					
	Manager - Payroll	223					
	Nurse - RN	182					
	Speech Language Pathologist Asst	182					
	Student Success Liaison	182					
102			**Daily**	**$323.67**	**$389.96**	**$456.25**	**$11.70**
	Accountant	223	**197 Days**	63,763	76,822	89,881	2,305
	Behavior Coach	197	**202 Days**	65,381	78,772	92,163	2,363
	Coordinator - District Assessment	223	**223 Days**	72,178	86,961	101,744	2,609
	Coordinator - Multilingual Programs	202	**240 Days**	77,681	93,590	109,500	2,808
	Coordinator - STEM	223					
	Coordinator, ES Literacy	223					
	Director - Custodial Services	240					
	Instructional Coaches	202					
	Instructional Specialist - Math	202					
	Librarian	223					
	Program Facilitator	197					
103			**Daily**	**$339.85**	**$409.46**	**$479.07**	**$12.28**
	Coordinator - Humanities	223	**197 Days**	66,950	80,664	94,377	2,420
	Counselor - ES	202	**202 Days**	68,650	82,711	96,772	2,481
	Counselor - HS	207	**207 Days**	70,349	84,758	99,167	2,543
	Counselor - JH	202	**223 Days**	75,787	91,310	106,833	2,739
	Diagnostician	197					
	Police Lieutenant	223					
104			**Daily**	**$356.84**	**$429.93**	**$503.02**	**$12.90**
	Asst Principal - ES	207	**197 Days**	70,297	84,696	99,095	2,541
	Coordinator - Digital Learning	223	**207 Days**	73,866	88,996	104,125	2,670
	Licensed Specialist in School Psychology	197	**223 Days**	79,575	95,874	112,173	2,876
	Occupational Therapist	197					
	Physical Therapist	197					
	Specialist - Mental Health/Wellness	207					
	Speech Language Pathologist	197					
105			**Daily**	**$374.69**	**$451.43**	**$528.17**	**$13.54**
	Assoc Principal - Early College	207	**207 Days**	77,561	93,446	109,331	2,803
	Asst Principal - HS	207	**217 Days**	81,308	97,960	114,613	2,939
	Asst Principal - JH	207	**223 Days**	83,556	100,669	117,782	3,020
	Coordinator - DAEP	217					
	Coordinator - Fine Arts	223					
	Coordinator - Special Ed Services	217					
	Dean - Instruction HS	217					

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2025-2026 Proposed Administrative Professional Pay Plan

Splendora ISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
106			**Daily**	**$398.16**	**$474.00**	**$549.84**	**$14.22**
	Director - Athletics	223	**223 Days**	88,790	105,702	122,614	3,171
	Director - Communications	223					
	Director - Counseling/Wellness	223					
	Director - CTE	223					
	Director - Federal Programs/Compliance	223					
	Director - Multilingual Programs	223					
	Director - Professional Learn/Engage/Design	223					
	Director - Purchasing/Warehouse	223					
	Director - Technology	223					
	Head Football Coach	223					
	Police Chief	223					
	Principal - ES	223					
107			**Daily**	**$418.07**	**$497.70**	**$577.33**	**$14.93**
	Principal - JH	223	**223 Days**	93,230	110,987	128,745	3,330
108			**Daily**	**$486.40**	**$572.24**	**$658.08**	**$17.17**
	Exec Director - Advance Academics/Secondary Instruction	223	**223 Days**	108,467	127,610	146,752	3,828
	Exec Director - HR	223					
	Exec Director - Special Services	223					
	Principal - HS	223					
109			**Daily**	**$528.57**	**$621.85**	**$715.13**	**$18.66**
	Asst Superintendent	223	**223 Days**	117,871	138,673	159,474	4,160
110			**Daily**	**$582.96**	**$717.49**	**$852.02**	**$21.52**
	Chief Administration Officer	223	**223 Days**	130,000	160,000	190,000	4,800
	Chief Financial Officer	223					
	Chief Operation Officer	223					
	Chief Teaching/Learning	223					
	Deputy Superintendent	223					

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2025-2026 Proposed Clerical Paraprofessional Pay Plan

Splendora ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
201			**Hourly**	**$13.63**	**$16.23**	**$18.83**	**$0.49**
	Aide - Classroom	182	**173 Days**	17,685	21,058	24,432	636
	Aide - RTI	182	**182 Days**	18,605	22,154	25,703	669
	Aide - SPED Self Contained	182	**202 Days**	20,649	24,588	28,527	742
	Behavior Paraprofessional - District	182	**207 Days**	21,161	25,197	29,234	761
	Bilingual Receptionist/Dispatcher	173	**223 Days**	22,796	27,145	31,493	820
	Clerk - Auxillary	226	**226 Days**	23,103	27,510	31,917	831
	Clerk - District LPAC	202					
	Clerk - LPAC	207					
	Clerk - Purchasing	223					
	Nurse Aide	182					
	Parent Liaison - Title III	182					
	Receptionist - Campus	182					
202			**Hourly**	**$14.39**	**$17.34**	**$20.29**	**$0.52**
	Aide - Media Specialist	202	**202 Days**	21,801	26,270	30,739	788
203			**Hourly**	**$15.40**	**$18.55**	**$21.70**	**$0.56**
	Clerk - Attendance HS	207	**197 Days**	22,754	27,408	32,062	827
	Clerk - Attendance JH	207	**207 Days**	23,909	28,799	33,689	869
	Clerk - Special Services	197	**223 Days**	25,757	31,025	36,293	937
	Coordinator - Trip	240	**240 Days**	27,720	33,390	39,060	1,008
	District Receptionist/HR Generalist	223					
	Registrar - ES	207					
	Registrar/PEIMS - ES	207					
	Registrar/PEIMS - JH	207					
	Secretary - AP/Receptionist	207					
	Secretary - Asst Principal	207					
	Secretary - Counselor/Asst Principal	207					
	Secretary - ISS	207					
	Secretary - SPED Evaluation	197					
	Specialist - Data Support	223					
	Specialist - District Activity Account	223					
204			**Hourly**	**$18.31**	**$22.07**	**$25.83**	**$0.66**
	Officer - Attendance/Residency	207	**202 Days**	27,740	33,436	39,132	1,000
	Registrar - HS	207	**207 Days**	28,426	34,264	40,101	1,025
	Secretary - Advanced Academics	202	**223 Days**	30,623	36,912	43,201	1,104
	Secretary - Athletic Director	223	**240 Days**	32,958	39,726	46,494	1,188
	Secretary - Child Nutrition	223					
	Secretary - Director	223					
	Secretary - Maintenance	223					
	Secretary - Multilingual	223					
	Secretary - Police Department	223					
	Secretary - Principal ES	202					
	Secretary - Principal HS	223					
	Secretary - Principal JH	207					
	Secretary - Technology	223					
	Secretary - Transportation	223					
	Specialist - Communications	223					
	Specialist - Purchasing	223					
	Supervisor - Route	240					

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2025-2026 Proposed Clerical Paraprofessional Pay Plan

Splendora ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
205			**Hourly**	**$21.44**	**$25.83**	**$30.22**	**$0.77**
	Coordinator - Community Ed	223	**223 Days**	35,858	43,201	50,543	1,288
	Secretary - Asst Superintendent	223					
	Secretary - CAO/HR	223					
	Secretary - COO	223					
	Secretary - Teaching/Learning	223					
	Specialist - Accounts Payable	223					
	Specialist - Benefits/Leave	223					
206			**Hourly**	**$23.59**	**$28.42**	**$33.25**	**$0.85**
	Nurse - LVN	182	**182 Days**	32,200	38,793	45,386	1,160
	Specialist - Payroll	223	**223 Days**	39,454	47,532	55,611	1,422
207			**Hourly**	**$29.35**	**$34.95**	**$40.55**	**$1.05**
	Occupational Therapist Asst	182	**182 Days**	40,063	47,707	55,351	1,433
	Secretary - Superintendent	184	**184 Days**	40,503	48,231	55,959	1,449
	Supervisor - CN/Menu Planner	223	**223 Days**	49,088	58,454	67,820	1,756

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2025-2026 Proposed Auxiliary Pay Plan

Splendora ISD

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
301			**Hourly**	**$12.37**	**$14.90**	**$17.43**	**$0.45**
	Bus Aide - Special Needs	173	**173 Days**	17,120	20,622	24,123	623
	Child Nutrition	184	**184 Days**	18,209	21,933	25,657	662
	Custodian	250	**250 Days**	24,740	29,800	34,860	900
	Parking Lot Security	184					
302			**Hourly**	**$13.63**	**$16.42**	**$19.21**	**$0.49**
	Custodian - Lead HS	250	**250 Days**	27,260	32,840	38,420	980
	Custodian - Lead MS	250					
	Groundskeeper	250					
303			**Hourly**	**$14.45**	**$17.41**	**$20.37**	**$0.52**
	Cafeteria Manager Trainee	184	**184 Days**	21,270	25,628	29,985	765
	CN Warehouse/Office Asst	207	**207 Days**	23,929	28,831	33,733	861
	Kitchen Lead	184	**250 Days**	28,900	34,820	40,740	1,040
	Specialist - Equipment	250					
304			**Hourly**	**$15.31**	**$18.45**	**$21.59**	**$0.55**
	Coordinator - Quality Control	250	**240 Days**	29,395	35,424	41,453	1,056
	Warehouse Worker	240	**250 Days**	30,620	36,900	43,180	1,100
305			**Hourly**	**$16.24**	**$19.56**	**$22.88**	**$0.59**
	Manager - Child Nutrition ES	184	**184 Days**	23,905	28,792	33,679	868
	Manager - Child Nutrition HS	184					
	Manager - Child Nutrition JH	184					
306			**Hourly**	**$18.67**	**$22.50**	**$26.33**	**$0.68**
	Manager - Skating Rink	250	**250 Days**	37,340	45,000	52,660	1,360
	Supervisor - Custodial	250					
307			**Hourly**	**$20.19**	**$24.32**	**$28.45**	**$0.73**
	Building Technician II	250	**223 Days**	36,019	43,387	50,755	1,302
	Computer Technician	223	**240 Days**	38,765	46,694	54,624	1,402
	Mechanic	240	**250 Days**	40,380	48,640	56,900	1,460
	Network Technician	223					
	Specialist - Inventory	223					
308			**Hourly**	**$23.42**	**$28.22**	**$33.02**	**$0.85**
	Computer Technician - Lead	223	**223 Days**	41,781	50,344	58,908	1,516
	Electrician	250	**250 Days**	46,840	56,440	66,040	1,700
	Specialist - Application Data	223					
	Specialist - Student Database	223					
309			**Hourly**	**$25.53**	**$30.75**	**$35.97**	**$0.92**
	Applications Administrator	223	**143 Days**	29,206	35,178	41,150	1,052
	Foreman - Transportation Shop	240	**202 Days**	41,256	49,692	58,128	1,487
	Police Officer	143, 202	**223 Days**	45,546	54,858	64,170	1,641
	Systems Administrator	223	**240 Days**	49,018	59,040	69,062	1,766
	Technician - HVAC	250	**250 Days**	51,060	61,500	71,940	1,840

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2025-2026 Proposed Auxiliary Pay Plan

Splendora ISD

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	3.0% GPI
310			**Hourly**	**$31.00**	**$36.90**	**$42.80**	**$1.11**
	Network Administrator	223	**223 Days**	55,304	65,830	76,355	1,980
	Police Detective	223					
	Police Sergeant	223					
BD			**Hourly**	**$20.00**	**$23.75**	**$27.50**	**$0.71**
	Bus Driver	173	**173 Days**	27,680	32,870	38,060	983
	Cover Driver/Fueler	173					

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2025-2026 Auxiliary Placement Scale

Splendora ISD

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district. Current employees may be paid above this placement scale. This scale is for placement of new hires only. Future wage increases are determined annually and are not guaranteed.

Range Position	2025-2026 Total Exp	BD
Minimum	**0**	$20.00
	1	$20.25
	2	$20.50
	3	$20.75
	4	$21.00
	5	$21.25
	6	$21.50
	7	$21.75
	8	$22.00
	9	$22.25
	10	$22.50
	11	$22.75
	12	$23.00
	13	$23.25
	14	$23.50
Midpoint	**15**	$23.75

Add Color

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Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Insurance Contribution

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Quality Staff

BACKGROUND INFORMATION:

Blue Cross Blue Shield of Texas (BCBSTX) has a one-year rate cap of 9.5% for year 2 of Splendora's medical insurance renewal. BCBSTX made the decision to raise our premium at the 9.5% cap.

Current School Contribution: $225

TEA Contribution: $75

Total: $300

ADMINISTRATIVE RECOMMENDATION:

The Human Resources Department recommends an increase of $30 to the district's monthly contribution toward employee health insurance premiums. This adjustment would raise the district contribution from $225 to **$255** per employee, per month. With this increase, the **total monthly contribution** from the district and the Texas Education Agency (TEA) would be **$330** per participating employee.

This recommendation supports our commitment to attracting and retaining high-quality staff by helping offset rising healthcare costs and providing competitive benefits.

ATTACHMENTS:

BUDGET INFORMATION: $180,000 additional cost to the budget

RESOURCE PERSONNEL: NA

RECOMMENDED MOTION:

"I move that the Board of Trustees approve the increase of $30 to the district's monthly contribution toward employee health insurance, bringing the total district contribution to $255 per employee per month. This adjustment will result in a combined monthly contribution of $330 from the district and the Texas Education Agency (TEA)."

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: June 16, 2025

AGENDA ITEM NAME: Public Hearing to Discuss and Consider Approval of 2025-2026 Budget

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION: Budget Attached and Posted

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the board approve the proposed 2025-2026 budget.

ATTACHMENTS: **2025-2026 Original Budget**

BUDGET INFORMATION:

RESOURCE PERSONNEL: Reese Briggs, Chief Operations Officer

RECOMMENDED MOTION: I move to approve the proposed 2025-2026 budget.

Splendora ISD
2025-2026 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	14,046,000	408,000	8,875,000	23,329,000	28.90%
5800 State Revenue	52,229,000	14,000	638,000	52,881,000	65.50%
5900 Federal Revenue	145,000	4,378,000	-	4,523,000	5.60%
7900 Other Resources	-	-	-	-	0.00%
Total Revenues	**66,420,000**	**4,800,000**	**9,513,000**	**80,733,000**	**100.00%**
11 Instruction	39,681,040	-	-	39,681,040	45.96%
12 Library	283,995	-	-	283,995	0.33%
13 Staff/Curr Develop	1,738,605	-	-	1,738,605	2.01%
21 Instruct Leader	1,883,095	-	-	1,883,095	2.18%
23 School Admin	3,564,493	-	-	3,564,493	4.13%
31 Guidance Counsel	2,212,375	-	-	2,212,375	2.56%
32 Social Worker Services	121,950	-	-	121,950	0.14%
33 Health Service	637,175	-	-	637,175	0.74%
34 Student Transport	3,652,960	-	-	3,652,960	4.23%
35 Food Service	-	4,800,000	-	4,800,000	5.56%
36 Extra Curricular	1,980,310	-	-	1,980,310	2.29%
41 General Admin	2,849,625	-	-	2,849,625	3.30%
51 Plant M&O	7,271,130	-	-	7,271,130	8.42%
52 Security	1,114,340	-	-	1,114,340	1.29%
53 Data Process Svc	909,095	-	-	909,095	1.05%
61 Community Services	240,312	-	-	240,312	0.28%
71 Debt Service	-	-	13,127,000	13,127,000	15.20%
81 Facilities Acquisition	39,500	-	-	39,500	0.05%
93 Payments to Fiscal Agent	-	-	-	-	0.00%
99 AE Services	240,000	-	-	240,000	0.28%
8900 Other Uses	-	-	-	-	0.00%
Total Expenditures	**68,420,000**	**4,800,000**	**13,127,000**	**86,347,000**	**100.00%**
Budgeted Fund Balance	**(2,000,000)**	**-**	**(3,614,000)**	**(5,614,000)**	
Beginning Fund Balance (est.)	10,409,079	778,527	5,662,790	16,850,396	
Ending Fund Balance (est.)	8,409,079	778,527	2,048,790	11,236,396	

Revenue Budget Comparison

DESCRIPTION	CODE	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
Anticipated ADA / Enroll		*4,000*	*4,600*	*5,100*	*5200*	*5550*
Skating Rink 168	5XXX	30,000	220,000	250,000	265,000	265,000
Athletics 169	5XXX	50,000	80,000	80,000	85,000	85,000
TOTAL		**80,000**	**300,000**	**330,000**	**350,000**	**350,000**
Current Tax	5711	10,713,000	14,325,000	16,500,000	15,000,000	12,870,000
Delinquent Tax	5712	165,000	250,000	175,000	200,000	225,000
P&I	5719	165,000	165,000	150,000	175,000	175,000
TOTAL TAX		**11,043,000**	**14,740,000**	**16,825,000**	**15,375,000**	**13,270,000**
Pre-K Tuition	5738	14,000	16,000	20,000	20,000	20,000
Tuition	5739	40,000	40,000	40,000	40,000	40,000
Interest	5742	20,000	30,000	250,000	250,000	300,000
Tower / Facility Rent	5743	10,000	10,000	12,000	10,000	7,000
Gifts & Bequests	5744	10,000	10,000	15,000	15,000	15,000
Other Local Rev	5749	35,000	35,000	35,000	35,000	35,000
Athletic Facility Rental	5752	12,000	12,000	12,000	9,000	9,000
Scoreboard Ad Revenue	5759	-	-	-	-	-
TOTAL OTHER LOCAL		**141,000**	**153,000**	**384,000**	**379,000**	**426,000**
TOTAL	**57XX**	**11,184,000**	**14,893,000**	**17,209,000**	**15,754,000**	**13,696,000**
State Per Capita	5811	778,000	1,795,000	1,700,000	1,800,000	2,050,000
Foundation	5812	29,919,000	29,300,000	33,400,000	38,200,000	46,925,000
TRS On Behalf	5831	2,200,000	2,425,000	2,425,000	3,000,000	3,253,000
State Revenue / Not TEA	5839	1,000	1,000	1,000	1,000	1,000
STATE FUNDING	**58XX**	**32,898,000**	**33,521,000**	**37,526,000**	**43,001,000**	**52,229,000**
Federal E-Rate	5919	33,000	61,000	65,000	65,000	50,000
Medicaid SHARS	5931	500,000	700,000	540,000	300,000	50,000
Medicaid MAC	5932	15,000	25,000	30,000	30,000	45,000
TOTAL FEDERAL	**59XX**	**548,000**	**786,000**	**635,000**	**395,000**	**145,000**
TOTAL GEN OPERATING		**44,710,000**	**49,500,000**	**55,700,000**	**59,500,000**	**66,420,000**
INTEREST & SINKING 599						
Current Tax	5711	4,778,000	6,750,000	7,800,000	9,250,000	8,700,000
Delinquent Tax	5712	70,000	70,000	70,000	70,000	80,000
P&I	5719	50,000	50,000	50,000	65,000	65,000
Interest	5742	2,000	2,000	15,000	25,000	30,000
Other State / IFA	5829	1,557,000	815,000	320,000	225,000	638,000
TOTAL INTEREST & SINKING		**6,457,000**	**7,687,000**	**8,255,000**	**9,635,000**	**9,513,000**

2024 - 2025
Expenditure Breakdown

	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								***5,550***		
11	Instruction	37,936,720	389,195	1,243,365	93,760		18,000	**39,681,040**	7,150		
12	Media	189,495	14,000	45,150	4,850		30,500	**283,995**	51		
13	Curriculum	1,423,255	209,900	14,550	90,900		-	**1,738,605**	313		
21	Instructional Leadership	1,772,295	54,700	21,100	35,000		-	**1,883,095**	339		
23	School Leadership	3,500,685	23,523	14,700	25,585		-	**3,564,493**	642		
31	Counseling	2,044,935	14,200	134,300	18,940		-	**2,212,375**	399		
32	Social Worker	120,950	-	500	500		-	**121,950**	22		
33	Nursing	621,675	1,000	13,500	1,000		-	**637,175**	115		
34	Transportation	2,909,460	87,250	558,750	47,500		50,000	**3,652,960**	658		
36	Extra Curriculuar	1,383,340	151,200	219,745	226,025		-	**1,980,310**	357		
41	General Administration	1,905,625	661,200	48,750	234,050		-	**2,849,625**	513		
51	Maintenance	2,890,130	3,386,000	338,425	516,075		140,500	**7,271,130**	1,310		
52	Security	1,017,340	31,400	55,000	10,600		-	**1,114,340**	201		452
53	Technology	738,095	58,200	61,100	20,700		31,000	**909,095**	164		
61	Community Services	150,000	26,000	46,550	17,762		-	**240,312**	43		
81	Facilities Acquisition	-	-	-	-		39,500	**39,500**	7		
93	Payments to Fiscal Agent	-	-	-	-		-	**-**	-		
99	Tax Collection	-	240,000	-	-		-	**240,000**	43		
	Total General Operating	**$58,604,000**	**$ 5,347,768**	**$ 2,815,485**	**$ 1,343,247**	**$ -**	**$ 309,500**	**$ 68,420,000**	**$ 12,328**	**$ 66,420,000**	**$ (2,000,000)**
35	Food Service	1,600,000	155,900	2,605,000	79,100		360,000	**4,800,000**	865	**$ 4,800,000**	-
71	Debt Service					13,127,000		**13,127,000**	2,365	**$ 9,513,000**	(3,614,000)
	Total District Budget	**$60,204,000**	**$ 5,503,668**	**$ 5,420,485**	**$ 1,422,347**	**$13,127,000**	**$ 669,500**	**$ 86,347,000**	**$ 15,558**	**$ 80,733,000**	**$ (5,614,000)**