The Board of Trustees
Splendora Independent School District
Notice of Regular Meeting

A Regular Meeting of the Board of Trustees of Splendora Independent School District will be held August 17, 2026 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. **Audience**
III. **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
IV. **Reconvene from Closed Session 7:00 PM**
V. **Invocation, Pledge & Good Things**
  A. Invocation
  B. U.S. & State of Texas Pledge of Allegiance
  C. Good Things
VI. **Board Recognitions**
  A. Advance Academics
VII. **Public Hearing**
  A. Senate Bill 12 (89 Texas Legislative Session) Senate Bill 2 DEI Compliance.
VIII. **2025 Bond Updates**
IX. **Superintendent's Report**
X. **Informational Items**
  A. Annual Delinquent Tax Report - Linebarger Goggan Blair & Sampson, LLP
XI. **Administrative Presentations**
  A. A-F Accountability Rating - Dr. Kristy Dietrich
  B. School Support Organizations - Mrs. Yvonne Johnson
XII. **Consent Agenda**
  A. Determine and Approve Any Consent Agenda Items
  B. Approve Board Meeting Minutes
    1. Minutes - Regular Board Meeting July 27, 2026
    2. Minutes - Special Board Meeting August 10, 2026.
  C. Approve the 2026-2027 Texas Teacher Evaluation and Support System Teacher Appraisers List.
  D. Approve and Accept Excess Collections for 2025 Debt Service and Certification for Debt Service Collection Rate for 2026-2027
  E. Approve the Interlocal Agreement for Specialized Services with the Harris County Department of Education Academic Behavior School (ABS) East for Fiscal Year 2026-2027.

F. Approve Paraprofessional School District Teaching Permits (SDTP) for Splendora ISD ELEVATE Cohort V Classroom Instructors.
G. Approve Second Reading and Adoption of TASB Policy (LOCAL) Update 127.
H. Approve Resolution 2026-02 Designating the Office or Person Authorized to Calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate
I. Approve Resolution 2026-03 Adopting an Order Approving the Splendora Independent School District 2026 Property Tax Roll.
J. Approve the Splendora ISD Facility Rental Policy and Administrative Guidelines.

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

A. Consider Adopting the 2026-2027 Tax Levy Order and Resolution 2026-04 Establishing a Maintenance and Operations (M&O) Tax Rate of $0.7070 and an Interest and Sinking (I&S) Tax Rate of $0.5000 for a Total Tax Rate of $1.207.
B. Consider Approval of Certification of Compliance with Certain Laws under Texas Education Code 39.008, as enacted by Senate Bill 12 (89th Texas Legislative Session). SB 2 DEI Compliance.
C. Consider Approval of Contracting a Deaf Interpreter for the 2026–2027 school year.
D. Consider Approval of the Design Development Phase Review for the Splendora High School Additions and Renovations (2025 Bond)
E. Consider Approval of Election Items regarding November Board Elections.
    1. Consider the Order Calling for Election for Splendora Independent School Board of Trustees.
    2. Consider the Joint Election Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026, election for Splendora Independent School Board of Trustees.
    3. Consider the Election Service Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026, election for Splendora Independent School Board of Trustees.

XIV. **Closed Session Items**

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

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

XVII. **Adjourn**

Closed meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Section 551.071 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed in item III. Closed Session.

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 Meetings Act on August 11, at 4:30 pm.

_____

Dustin Bromley, Ed. D., Superintendent of Schools

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
July 27, 2026
7:00 pm

The Trustees of the Splendora Independent School District met at Greenleaf Elementary, 24050 Bright Sunshine, Splendora, Texas 77372, 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 **6:02** pm.

ROLL CALL: (1) Jennifer Stewart - Secretary, (2) Dan Muirhead – Vice President, (3) Jacqueline Canada – Member, (4) Jason Sessum - Member, (5) Allen Wells - President, (6) Travis "Doc" Jones - Member, (7) Kimberly Klepcyk - Assistant Secretary, and Dr. Dustin Bromley – Superintendent

Board Member	Present	Absent	Recorder	Presiding	Arrival
Jacqueline Canada	X				
Travis "Doc" Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead	X				6:02 pm
Jason Sessum	X				6:04 pm
Jennifer Stewart	X		X		
Allen Wells	X			X	

II. 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 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 that 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 Ruth Garcia, Superintendent Secretary, at 281-689-4441.

No Audience

III. 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 part of discussions in closed session will take place after the Board reconvenes in the open meeting. It is now **6:02** pm.

BREAK AT 6:02 pm
BOARD CONVENED TO CLOSED SESSION AT 6:02 pm
BOARD RECONVENED FROM CLOSED SESSION AT 7:13 pm

A. Safety - Section 551.076
   1. Three-Year Safety Audit Review
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

IV. Reconvene from Closed Session

V. 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

VI. Strategic Direction Review

VII. Recognitions

A. Elementary Dual Language Student Recognition - Itzil Welch and Susy Ramos

VIII. 2025 Bond Update

IX. Superintendent's Report

A. Strategic Direction Presentation

X. Informational Item

A. Future Ready Early Release Eligibility
B. On Ramps
C. Special Education Annual Report

XI. Administrative Presentations

A. Next Level Annual Report

XII. Consent Agenda

A. Determine and Approve any Consent Agenda Items.
B. Approve Board Meeting Minutes
    1. Minutes - Regular Board Meeting Minutes. June 15, 2026
    2. Minutes Budget Workshop, June 25, 2026
C. Approve Employee Request for Consulting Services Pursuant to House Bill 3372.
D. Approve OnRamps Interlocal Agreement.
E. Approve Updates to the Splendora ISD Sick Leave Bank Policies and Procedures.
F. Approve the healthcare contract with the Samaritan Fund Group.
G. Receipt and First Reading of TASB Local Policy Update 127.

I make a motion to approve the reviewed Consent Agenda items **_A_** through **G_**.

A motion was made by **Jennifer Stewart** and seconded by **Kim Klepsky** to approve the reviewed items**_A_** through **_G_**.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada	X				
Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead	X				
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	7	0		PASSES	

XIII. Action and/or Discussion Items

A. Consider Approval of the Award of Request for Proposals (RFP) 26-07 for Wastewater & Water Services to Water Works Utilities, Inc.

I make a motion to approve the Award of Request for Proposals (RFP) 26-07 for Wastewater & Water Services to Water Works Utilities, Inc.

A motion was made by_____ and seconded by_____to approve the Award of Request for Proposals (RFP) 26-07 for Wastewater & Water Services to Water Works Utilities, Inc.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada					
Travis “Doc” Jones					
Kimberly Klepcyk					
Dan Muirhead					
Jason Sessum					
Jennifer Stewart					
Allen Wells					
Voting Totals					

This item was tabled due to the need for more information.

B. Consider Approval of the 3-Year Comprehensive Safety and Security Audit.

I make a motion to approve the 3-Year Comprehensive Safety and Security Audit.

A motion was made by **Kim Klepsky** and seconded by **Doc Jones** to approve The 3-Year Comprehensive Safety and Security Audit.

Board Member	Yea	Nay	Abstain	Passes	Absent

Jacqueline Canada	X				
Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead	X				
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	**7**	**0**		Passes	

XIV. Closed Session Items

XV. Possible Action Arising from Closed Session

XVI. Possible Agenda Items for Next Meeting

XVII. Adjourn

Adjournment at **8:58** pm.

_____ _____

President Secretary

SPLENDORA INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
August 10, 2026
5:00 pm

A Special Meeting of the Board of Trustees of the Splendora Independent School District met in the Administration Building Boardroom, 23419 FM 2090, Splendora, Texas 77372.

I. **Call to Order:** Meeting began at **5:00** pm.

ROLL CALL: (1) Jennifer Stewart - Secretary, (2) Dan Muirhead – Vice President, (3) Jacqueline Canada – Member, (4) Jason Sessum - Member, (5) Allen Wells - President, (6) Travis "Doc" Jones - Member, (7) Kimberly Klepcyk - Assistant Secretary, and Dr. Dustin Bromley – Superintendent

Board Member	Present	Absent	Recorder	Presiding	Arrival
Jacqueline Canada	X				
Travis "Doc" Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead		X			
Jason Sessum	X				
Jennifer Stewart	X		X		
Allen Wells	X			X	

II.

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 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 that 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 Ruth Garcia, Superintendent Secretary, at 281-689-4441.

No Audience

III. Invocation, Pledge & Good Things

A. Invocation
B. U.S. & State of Texas Pledge of Allegiance
C. Good Things

IV. Administrative Presentation

A. Student Code of Conduct and Handbook Presentation - Aubri Deheck

V. Consent Agenda

A. Approve the 2026-2027 T-Tess General Guidelines and Appraisal Calendar.
B. Approve the purchase of the iCEV Multimedia Curriculum for Career and Technical Education (CTE) and Career courses, including the iCEV CCMR Data Management System, from iCEV in the amount of $65,760.00.
C. Approve the Memorandum of Understanding for Montgomery County Juvenile Justice Alternative Education Program (JJAEP) for the 2026-2027 School Year.
D. Approve the Memorandum of Understanding (MOU) from Region VI for Math Academies.
E. Approve Optional Flexible School Day Program for REACH.
F. Adopt Resolution (2026-01) to Declare Extracurricular Status of 4-H Organization.

I make a motion to approve the reviewed Consent Agenda items **_A_** through **_F_**.

A motion was made by **Jason Sessum** and seconded by **Kim Klepcyk** to approve the reviewed items **_A_** through **_F_**.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada	**X**				
Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead					**X**
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	6	0		**PASSES**	

VI. Action and/or Discussion Items

A. Consider the Approval to Contract 2 School Psychologists and a Deaf Interpreter for the 2026–2027 school year.

I make a motion to approve the contract for 2 School Psychologists and a Deaf Interpreter for the 2026–2027 school year.

A motion was made by **_Jennifer Stewart_** and seconded by **Jacqueline Canada** to approve to contract 2 School Psychologists and a Deaf Interpreter for the 2026–2027 school year.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada	X				
Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead					X
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	6	0		PASSES	

B. Consider the Approval of the Student Code of Conduct for the 2026–2027 School Year.

I make a motion to approve the Student Code of Conduct for the 2026-2027 School Year with modifications and amendments.

A motion was made by **_Kim Klepcyk_** and seconded by **_Jennifer Stewart** to approve the Student Code of Conduct for the 2026-2027 School Year with modifications and amendments.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada	X				

Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead					X
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	**6**	**0**		**PASSES**	

C. Consider the Approval of the Student Handbook for the 2026-2027 School Year.

I make a motion to approve the Student Handbook for the 2026-2027 School Year with modifications.

A motion was made by **_Allen Wells_** and seconded by **_Doc Jones** to approve the Student Handbook for the 2026-2027 School Year with modifications.

Board Member	Yea	Nay	Abstain	Passes	Absent
Jacqueline Canada	X				
Travis “Doc” Jones	X				
Kimberly Klepcyk	X				
Dan Muirhead					X
Jason Sessum	X				
Jennifer Stewart	X				
Allen Wells	X				
Voting Totals	**6**	**0**		**PASSES**	

VII. Adjourn

Adjournment at **_6:04_pm**

_____ _____

President Secretary

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve the 2026-2027 Texas Teacher Evaluation and Support System (T-TESS) Appraisers List.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Professional Learning and Quality Staff

BACKGROUND INFORMATION: N/A

ADMINISTRATIVE RECOMMENDATION: Approval required per Texas Education Code §21.351(c)

ATTACHMENTS: Texas Teacher Evaluation and Support System (T-TESS) Appraisers 2026-2027

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. William Rhodes, Executive Director of Human Resources

RECOMMENDED MOTION: I move to approve the 2026-2027 Texas Teacher Evaluation and Support System (T-TESS) List of Appraisers.

Texas Teacher Evaluation and Support System (T-TESS)
List of Appraisers
2026-2027

Molly Buford	Splendora High School
Clay Davis	Splendora High School
Brittany Ricci	Splendora High School
Laura Wildman	Splendora High School
Dr. Lee Allen	Splendora High School
Ashley Cranney	Splendora High School
Shelby Gann	Splendora High School
Forrest Patterson	Splendora High School
Harrison Gillaspy	Splendora Junior High
Dr. Jewel Whitfield	Splendora Junior High
Ashley Harris	Splendora Junior High
Nick Mooneyham	Splendora Junior High
Nichole Gardner	Coleman 6th Grade Campus
Dr. Megan Durtche	Coleman 6th Grade Campus
Johnathan Andrews	Disciplinary Alternative Education Program
Sonya Simpson	Greenleaf Elementary
Kelly Smoot	Greenleaf Elementary
Jessica Sowell	Peach Creek Elementary
Kera Firmin	Peach Creek Elementary
Lindsey Mixon	Peach Creek Elementary
Patricia Tillery	Peach Creek Elementary
Bay Hill	Piney Woods Elementary
Shannon Shumate	Piney Woods Elementary
Stephanie Morse	Timber Lakes Elementary
Kelli Cruz	Timber Lakes Elementary
Eva Baker	Administration
Erin Bromley	Administration
Dr. Shane Conklin	Administration
Dairus Cosby	Administration
Dr. Kristy Dietrich	Administration
Aubrie Deheck	Administration
Dawn Jackson	Administration
Dr. William Rhodes	Administration
Dr. Yvette Sylvan	Administration

Updated 8-5-26

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve and Accept Excess Collections for 2025 Debt Service and Certification for Debt Service Collection Rate for 2026-2027.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: The Tax Assessor/Collector is required by State Property Tax Code, Section 26.04(b) to submit to the governing body a certification of the anticipated collection rate prior to the adoption of the 2026 tax rate, which must also be used in the Truth in Taxation calculations.

Tammy J. McRae, Tax Assessor-Collector at Montgomery County certifies that the:

- anticipated collection rate for the 2026 taxable year is 96.26%, which represents the sum of current and delinquent taxes, including penalties and interest, and miscellaneous fees, and the
- combined collections of the current and delinquent taxes with penalties and interest for the 2025 tax roll generated excess proceeds in the amount of $0 to be certified and applied to the 2026 debt tax rate. The collection rate for 2025 was estimated to be 96.26%, but the actual collection rate was 100.00%.

ADMINISTRATIVE RECOMMENDATION: Accept the required certifications received from the Montgomery County Tax Assessor-Collector to be compliant with the Texas Property Tax Code and Board Policy CCG(LEGAL).

ATTACHMENTS: Letter from Tammy J. McRae, Tax Assessor-Collector with Montgomery County.

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Yvonne M. Johnson, Chief Financial Officer

RECOMMENDED MOTION: I move to accept the Excess Collections for 2025 Debt Service and Certification of the Debt Service Collection Rate for 2026-2027, as provided by the Tax Assessor-Collector.

Tammy J. McRae

Tax Assessor-Collector
Montgomery County

July 6, 2026

TO: All Jurisdictions Levying a 2026 Debt Service Rate

RE: Consent Agenda Item for Governing Body

"CONSIDER AND ACCEPT EXCESS COLLECTIONS FOR 2025 DEBT SERVICE AND CERTIFICATION FOR DEBT SERVICE COLLECTION RATE FOR 2026/2027"

Dear Governing Body;

Enclosed is the above information for your agenda. Please contact me should you have questions.

Best Regards,

Tammy McRae, PCAC
Tax Assessor-Collector

400 N. San Jacinto St.
Conroe, Texas 77301

(936) 539-7897
(281) 354-5511 ext 7897

Tammy J. McRae

Tax Assessor-Collector
Montgomery County

July 6, 2026

SPLENDORA INDEPENDENT SCHOOL DISTRICT
2026-2027 ANTICIPATED COLLECTION RATE
2025 EXCESS DEBT TAX COLLECTIONS

In accordance with the certification requirements of Section 26.04(b), Texas Property Tax Code, the following information is provided for use on the Voter Approval Rate Worksheet:

In accordance with Sec. 26.04(h-1) of the Texas Property Tax Code, if the anticipated collection rate of a taxing unit as calculated under subsection (h) is lower than the lowest actual collection rate of the taxing unit for any of the preceding three years, the anticipated collection rate of the taxing unit is equal to the lowest actual collection rate of the taxing unit for any of the preceding three years.

Your anticipated collection rate for 2026 is 96.26% based on the actual collection rates for the preceding three years of:

Tax Year 2025 = 96.26%
Tax Year 2024 = 100.59%
Tax Year 2023 = 99.85%

Excess 2025 debt tax collections are $0.00. This amount is to be used in the 2026 debt tax rate calculation because the 2025 actual debt tax collection rate did not meet the anticipated 2025 debt collection rate which was equal to 100%, pursuant to Sec. 26.04(e)(3)(C), Texas Property Tax Code.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE CERTIFICATION REQUIREMENTS OF SECTION 26.04(b), TEXAS PROPERTY TAX CODE.

Tammy McRae
Montgomery County
Tax Assessor-Collector

Sworn and subscribed before me this 6th day of July 2026.

Notary Public for the State of Texas

KIM ROE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13017659-3
Expires April 01,2027

"Committed to providing the citizens of Montgomery County with excellent public service while maintaining the highest level of accountability"

400 N. San Jacinto St.
Conroe, Texas 77301

(936) 539-7897
(281) 354-5511 ext 7897

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approval of an Interlocal Agreement for Specialized Services with the Harris County Department of Education Academic Behavior School (ABS) East for Fiscal Year 2026-2027

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):
Priority 1: Student Outcomes: Academics & Future Ready
Priority 3: Community Engagement and Partnerships
Priority 6: Safety and Well-Being

BACKGROUND INFORMATION: Board Policy CH(LOCAL) states the Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Harris County Department of Education Academic Behavior School (ABS) East provides specialized facilities and certified/licensed personnel for the purpose of providing educational and behavioral services for eligible student(s) with disabilities. This Contract is for the term of August 24, 2026, through June 3, 2027. During said term, HCDE agrees to provide services described herein for three (3) total: Adaptive Behavior Program/LIFE Skills Program unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the SISD. In consideration of the services provided herein, SISD agrees to pay HCDE a total amount of $91,050. The total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate of $30,350.

Splendora ISD currently has two students that their ARD committee has recommended and placed in an out-of-district placement. Splendora ISD anticipates 1 additional student for the 26-27 school year.

The contract also includes additional fees for dyslexia services, extended school year, and out-of-county 1:1 educational aide. At this time, the district does not anticipate use of these services. If a student qualifies for these services, a contract will be provided, and an additional agenda item will be added for board approval.

ADMINISTRATIVE RECOMMENDATION: Approve the Interlocal Agreement, as presented.

ATTACHMENTS: Interlocal Agreement

BUDGET INFORMATION: This contract is funded using IDEA-B (Individuals with Disabilities Education Act, Part B) federal grant funds and is paid through Fund 224.

RESOURCE PERSONNEL: Shannon Wallace, Executive Director of Special Education; Yvonne M. Johnson, Chief Financial Officer & Carrie Reed, Deputy Superintendent of Administration

RECOMMENDED MOTION: I move to approve an Interlocal Agreement for Specialized Services with the Harris County Department of Education Academic Behavior School (ABS) East for Fiscal Year 2026-2027.

INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST

2026-2027 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Splendora Independent School District,** (the "SISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the SISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 24, 2026,** through **June 3, 2027.** During said term, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the SISD.

2. **HCDE Responsibilities.**
   a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
   b) HCDE agrees to furnish the SISD with a monthly statement of student(s) attendance. HCDE agrees to furnish SISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by SISD.
   c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
   d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the SISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the SISD.

3. **SISD's Responsibilities.**
   a) SISD is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of SISD and HCDE.
   b) SISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. **See the Compliance and Curriculum Guide for more details.** SISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by SISD during the term of this Contract. SISD shall provide copies of additional records, including SISD Records, as reasonably requested by HCDE.
   c) SISD retains the responsibility to report SISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.**
   For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined

under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and SISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which SISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in SISD's annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) SISD is under HCDE's direct control with respect to SISD's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under SISD**'s** direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

5. **Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

7. **Special Education Services.**
   a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within SISD and recommended for services as described herein. The ARD Committee of SISD has affirmed the classification and approved the recommendation of such contracted services.

   b) HCDE will be available for participation with the SISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the SISD on the implementation of the IEP at least once per semester. A member of the SISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least **two** on-site visits annually.

   c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.

   d) SISD agrees to invite an HCDE representative as a non-consensus member to any SISD ARD Committee meeting for SISD student(s) placed at ABS East pursuant to this Contract.

   e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

   f) **SISD agrees to provide and maintain in good, working condition any assistive technology devices needed by the student(s) and to provide any services required by the student's ARD that are not provided by HCDE, including, but not limited to, speech therapy services, dyslexia services, Accelerated Instruction, etc. SISD, not HCDE, is responsible for directly providing or contracting for such devices and/or services. To the extent services are provided by a non-SISD employee (such as an independent contractor) at HCDE facilities, SISD shall ensure that the service provider has complied with all applicable requirements to provide such services to SISD's students, including, but not limited to, national criminal history fingerprinting requirements set**

forth in Tex. Educ. Code Ch. 22, pre-service affidavit requirements of Tex. Educ. Code § 22A.055, and misconduct reporting requirements of Tex. Educ. Code § 22A.052.

g) **When determined by the ARD Committee for the SISD's student, a student receiving special education services may qualify to have a paraprofessional provided at a one-to-one ratio for additional support. The 1:1 aide ("1:1 Education Aide") provides support to the student as affirmed and approved by the student's ARD Committee and as delineated by the student's IEP, which, by way of example, may include personal care (i.e., diapering, feeding, etc.), behavior management support and documentation, instructional support, activities of daily living, social skills practice, task redirection, discreet trial training, home contact, amongst others (collectively "One-to-One Services"). If consideration of the provision of One-to-One Services, the SISD shall pay HCDE a one-to-one services fee, as outlined in Section 9, below.**

8. Local Education Agency.

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in SISD and are considered students of SISD for all purposes. SISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible SISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. SISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an SISD student placed at HCDE, SISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the SISD student and is in no way liable to the student, parent, or SISD under the IDEA, Section 504, or other applicable law.

9. Invoices and Payment. In consideration of the services provided herein, SISD agrees to pay HCDE a total amount of **$91,050.** Total amount is calculated by multiplying the number of units times the annual **out-of-county** tuition rate of **$30,350**.

HCDE will invoice SISD and payment will be due immediately upon receipt of invoice. SISD agrees to pay HCDE in the following manner:

- 100% of annual total amount due will be invoiced in **September 2026**

If applicable, in consideration of the provision of the below-listed service(s), SISD agrees to pay HCDE in the following manner:

- **$15,000 per seat for dyslexia services, utilizing the Reading by Design Curriculum.**
- **$42,000 out-of-county per 1:1 Educational Aide for One-to-One Services ("One-to-One Services Fee").**
- **100% of dyslexia services fees and/or One-to-One Services Fee will be invoiced in September 2026.**

If applicable, in consideration of Extended School Year Services (ESY) provided, SISD agrees to pay HCDE in the following manner:

- **$7,350** out-of-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2027.**

a) In the event that SISD makes a payment to HCDE with a credit card, SISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

b) SISD may sell unused units to another SISD upon obtaining HCDE's prior written consent.
c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
d) The source of funding for this contract will be from SISD State (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. SISD Liaison. SISD shall appoint a qualified liaison to communicate on behalf of SISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The SISD liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with SISD employees and student(s)'s parents/guardians, as necessary.

11. Termination.
a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to SISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to SISD the amount of any pre-paid fees for any period following the effective date of such termination.
b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
c) To the greatest extent practicable, the SISD shall provide HCDE with notice that a student receiving One-to-One Services is leaving an Academic Behavior School (whether the student is returning to the SISD or moving to another SISD). In such event, if the student returns to the SISD, the HCDE-provided 1:1 Education Aide will remain as an employee of HCDE until the end of the school year and will continue to work with the student at the SISD, unless in the sole discretion of HCDE, it is no longer practicable for the 1:1 Education Aide to provide the One-to-One Services at such location. In no event shall HCDE be required to refund the One-to-One Services Fee, unless in the sole discretion of HCDE, extenuating circumstances exist that warrant a prorated refund.
d) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to SISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to SISD within ten (10) business days following the date of termination or expiration, at the written request of SISD.

12. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. SISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

14. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE
Attention: James Colbert, Jr., County School Superintendent

6300 Irvington Boulevard
Houston, Texas 77022-5618

SISD
Attention: Dr. Dustin Bromley, Superintendent
23419 FM 2090
Splendora, TX, 77372

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. Third Party Beneficiaries. Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

16. Choice of Law and Venue. This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

17. Amendments and Waivers. Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

18. Separate Entities. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. SISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. SISD agrees that HCDE has no responsibility for any conduct of SISD or SISD's employees, agents, representatives, contractors, or subcontractors.

19. Authority. Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

20. Force Majeure. Neither HCDE nor SISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

21. Severability. In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

22. Contract Interpretation. The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

23. Captions. The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

24. Entire Agreement. This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and SISD.

SISD School Superintendent/Designee	Date
Harris County School Superintendent/Designee	Date

For HCDE Office use only: Revenue Account No. 19970060100131 57250001 **ABS East**

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve the 2026 Paraprofessional School District Teaching Permits

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Professional Learning and Quality Staff

BACKGROUND INFORMATION: House Bill 2, passed by the 89th Texas Legislature, amended Texas Education Code §21.055 to provide an additional pathway for eligible paraprofessionals who are working toward teacher certification to serve as teachers of record under a School District Teaching Permit.

ADMINISTRATIVE RECOMMENDATION: Approval required per Texas Education Code TEC §21.055

ATTACHMENTS: Paraprofessional School District Teaching Permits 2026

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. William Rhodes, Executive Director of Human Resources

RECOMMENDED MOTION: I move to approve the 2026 Paraprofessional School District Teaching Permits

Paraprofessional School District Teaching Permits

House Bill 2, passed by the 89th Texas Legislature, amended Texas Education Code §21.055 to provide an additional pathway for eligible paraprofessionals who are working toward teacher certification to serve as teachers of record under a School District Teaching Permit.

Under Texas Education Code §21.055(b), an individual may qualify for a Paraprofessional School District Teaching Permit without first earning a bachelor's degree if the individual:

1. Has served or been employed by the District as a paraprofessional for not less than 180 days during the preceding calendar year;
2. Is currently enrolled in a postsecondary program that could lead to a baccalaureate degree; and
3. Is on track to earn a baccalaureate degree and receive a probationary teaching certificate no later than the third anniversary of the date the individual receives the School District Teaching Permit.

Splendora ISD's Elevate Grow Your Own Program provides a pathway for qualified District paraprofessionals to complete their bachelor's degrees and educator preparation requirements while transitioning into classroom teaching positions.

The administration has reviewed the eligibility and program progress of the following Elevate participants and has determined that each individual meets the statutory requirements for a Paraprofessional School District Teaching Permit under Texas Education Code §21.055:

1. **Summer Dean** – C6C – 6th grade Art
2. **Maria Franko** – PCE – Kindergarten Dual Language
3. **Joshelyn Garcia Lopez** – PWE – 4th grade Math/Science
4. **Annie Martin** – TLE – TBD (will use for growth)
5. **Perla Rodarte** – GLE – Kindergarten Dual Language

The Paraprofessional School District Teaching Permit may remain in effect for up to three years while the individual completes the bachelor's degree and progresses toward issuance of the required probationary teaching certificate, subject to continued eligibility and applicable Texas Education Agency requirements.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve Second Reading and Adoption of TASB Policy (LOCAL) Update 127.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Pillars 1-7

BACKGROUND INFORMATION:

The update addresses multiple areas of district operations, including accountability and performance reporting, superintendent and personnel policies, fiscal management, purchasing, instructional materials, technology resources and website postings, employee standards of conduct, educator ethics, principal and other personnel position requirements, gifted and talented services, accelerated instruction, parent rights, attendance enforcement, student safety, student activities, and community use of school facilities.

The local policies included in Update 127 require board action and include revisions or changes to BJCF(LOCAL), CAA(LOCAL), DC(LOCAL), DH(LOCAL), DP(LOCAL), DPA(LOCAL), DPB(LOCAL), EHBB(LOCAL), and FFF(LOCAL). Approval of this update will help ensure Splendora ISD's local policy manual remains current, compliant, and aligned with TASB Policy Service recommendations.

ADMINISTRATIVE RECOMMENDATION:

ATTACHMENTS:

Update 127 Explanatory Notes

Update 127

Comparison 127

BUDGET INFORMATION: NA

RESOURCE PERSONNEL: Dr. Shane Conklin, Deputy Superintendent

RECOMMENDED MOTION: I move to approve the Second Reading and adopt TASB Policy Update 127.

(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: new text.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes — as in an extensive rewrite — may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

5. Failure to comply with Board policies or administrative regulations.

6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]

7. Conducting personal business during school hours when it results in neglect of duties.

8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

10. Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.

15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.

16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.

17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

18. Behavior that presents a danger of physical harm to a student or other individuals.

19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

21. Falsification of records or other documents related to the District's activities.

22. Falsification or omission of required information on an employment application.

23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.

24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.

25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27.~~29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — ~~DH~~DHA
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

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Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for the employment of contractual personnel; however, from May 1 to August 31 the Board delegates to the Superintendent final authority to employ contractual personnel other than positions of executive leadership.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT~~DHA(LEGAL) for the Educators' Code of Ethics.]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH(EXHIBIT~~DHA(LEGAL)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBIT~~DHA(LEGAL)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
    - Dishonesty; fraud; deceit; theft; misrepresentation;
    - Deliberate violence;
    - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
    - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
    - Felony driving while intoxicated (DWI); or
    - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Principal Qualifications

In addition to the minimal certification requirement, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year. In addition, the District shall conduct universal screening of all students in kindergarten and grade 2 as a part of the identification process.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. Parental consent shall not be required for universal screening conducted in kindergarten and grade 2. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. Alleged abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or

~~1.~~4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

(LOCAL) Policies Packet

For your convenience, this file contains *only* the local policies from your school district's TASB update packet.

What is in this packet?

- Instruction sheet for recommended (LOCAL) policies
- Explanatory Notes for recommended (LOCAL) policies
- Clean copies of recommended (LOCAL) policies
- Annotated (redlined) copies of recommended (LOCAL) policy changes

This is not the full update packet.

To retrieve your district's full update packet, log in to Policy Online® and visit My Policy Manual > Local Manual Updates > Numbered Updates.

What is in the full update packet?

The full update packet contains:

- A summary of the overall policy update
- (LEGAL) policies and (EXHIBIT) documents that describe the statutory framework in which your local policies must operate
- Instructions and Explanatory Notes for every policy change, not just the (LOCAL) policies
- Guidance on how to:
    - Present recommended policy changes to the board
    - Keep minutes
    - Notify TASB of board action
    - Maintain your historical record
    - Update your administrative regulations

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Instruction Sheet

TASB Localized Policy Manual Update 127

Splendora ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
DC	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LOCAL)	ADD policy	See explanatory note
EHBB	(LOCAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy

Explanatory Notes

TASB Localized Policy Manual Update 127

Splendora ISD

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL) FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

DC(LOCAL) EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

Splendora ISD

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.

15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.

16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.

17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

18. Behavior that presents a danger of physical harm to a student or other individuals.

19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

21. Falsification of records or other documents related to the District's activities.

22. Falsification or omission of required information on an employment application.

23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.

24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.

25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — DHA
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

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Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for the employment of contractual personnel; however, from May 1 to August 31 the Board delegates to the Superintendent final authority to employ contractual personnel other than positions of executive leadership.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DHA(LEGAL) for the Educators' Code of Ethics.]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DHA(LEGAL)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DHA(LEGAL)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
    - Dishonesty; fraud; deceit; theft; misrepresentation;
    - Deliberate violence;
    - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
    - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
    - Felony driving while intoxicated (DWI); or
    - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year. In addition, the District shall conduct universal screening of all students in kindergarten and grade 2 as a part of the identification process.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. Parental consent shall not be required for universal screening conducted in kindergarten and grade 2. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's:

1. Alleged abuse or commission of an otherwise unlawful act with a student;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or
4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: new text.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes — as in an extensive rewrite — may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

5. Failure to comply with Board policies or administrative regulations.

6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]

7. Conducting personal business during school hours when it results in neglect of duties.

8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

10. Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.

15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.

16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.

17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

18. Behavior that presents a danger of physical harm to a student or other individuals.

19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

21. Falsification of records or other documents related to the District's activities.

22. Falsification or omission of required information on an employment application.

23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.

24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.

25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27.~~29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — ~~DH~~DHA
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

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Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

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In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

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After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

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The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for the employment of contractual personnel; however, from May 1 to August 31 the Board delegates to the Superintendent final authority to employ contractual personnel other than positions of executive leadership.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT~~DHA(LEGAL) for the Educators' Code of Ethics.]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH(EXHIBIT~~DHA(LEGAL)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBIT~~DHA(LEGAL)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
    - Dishonesty; fraud; deceit; theft; misrepresentation;
    - Deliberate violence;
    - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
    - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
    - Felony driving while intoxicated (DWI); or
    - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Principal Qualifications

In addition to the minimal certification requirement, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year. In addition, the District shall conduct universal screening of all students in kindergarten and grade 2 as a part of the identification process.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. Parental consent shall not be required for universal screening conducted in kindergarten and grade 2. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. Alleged abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or

~~1.~~4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

Explanatory Notes

TASB Localized Policy Manual Update 127

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ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions throughout the A-F Performance Ratings section of this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature.

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

Citations have been updated in accordance with redesignated Administrative Code rules.

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. This legislation repealed some provisions and amended others.

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

An obsolete cross-reference has been deleted at Discretionary Powers and Duties.

BJA(LEGAL) SUPERINTENDENT: QUALIFICATIONS AND DUTIES

A cross-reference has been updated due to recoding material in the DP series of policies.

BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

BQA(LEGAL) PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

BQB(LEGAL) PLANNING AND DECISION-MAKING PROCESS: CAMPUS-LEVEL

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

CAA(LOCAL) FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Federal Acquisition Regulation has increased the micro-purchase threshold limit to $15,000 and increased the simplified acquisition threshold to $350,000. The language under Procurement Methods has been adjusted accordingly.

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CE(LEGAL) ANNUAL OPERATING BUDGET

Revisions at Authorized Expenditures are due to House Bill 8 from the Second Special Session of the 89th Legislature. Section 3.006 of the bill amends Education Code 45.105(c-1).

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Citations in the Required Contract Provisions section relating to Energy Companies have been updated after redesignation of the material by House Bill 4595 and to correct a typographical error.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Substantive revisions are due to rule changes. For readability, additional margin notes have been included. A note has been added under the Required Policies section to point the reader to TCOLE model policies and forms available on the TCOLE website.

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

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

19 Administrative Code 67.1001(e) has been amended. On page 4, the list at Permitted Expenditures adds items to implement Senate Bill 13 from the 89th Texas Legislature by updating the allowable expenditures from a district's instructional materials and technology allotment.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Language has been added from the Texas Administrative Code. The amended provisions regarding safety standards changed requirements that were once placed on manufacturers of school buses to now be requirements for school districts. The citation to the Transportation Code has been removed, as it is not necessary.

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

13 Administrative Code 7.125 has been repealed, and separate rules for each retention schedule have been adopted. Citations relating to the TSLAC Retention Schedules have been updated accordingly.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The Required Website Postings section has been revised to reflect new statutory and rule requirements for postings, and the format has been modified to provide a clear citation to each requirement. The Note preceding the list has been revised to provide information regarding why the requirements are posted in the order that has been chosen by TASB.

D(LEGAL) PERSONNEL

Restructuring of codes in the DH section and the DP section necessitates an update to the D section table of contents.

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DC(LEGAL) EMPLOYMENT PRACTICES

A cross-reference in the Employment Policies section has been updated to reflect changes to the DP series of policies.

DC(LOCAL) EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to include this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL) TERMINATION OF EMPLOYMENT

The cross-reference at Report to Superintendent has been updated to reflect changes to the DP series of policies. We have also updated the cross-reference at Prohibited Classroom Instruction to reflect policy EMB.

DFBA(LEGAL) TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

Because DHA(LEGAL) has been created to focus on educator ethics, the section by that name has been deleted from this code. In addition, the Duty to Report section of this legal framework has been bolstered with additional text around the duty to report child abuse or neglect.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

This exhibit is being deleted from the manual, and the Educators' Code of Ethics is being recoded to DHA(LEGAL).

DHA(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at

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DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

The cross-reference at Deadline to Report After Termination or Resignation has been updated to reflect changes to the DP series of policies.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

The cross-reference at Deadline to Report has been updated to reflect changes to the DP series of policies. A citation has been corrected in the Contents of Report section.

DK(LEGAL) ASSIGNMENT AND SCHEDULES

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DP(LEGAL) PERSONNEL POSITIONS

Material at DP(LEGAL) is being recoded to DPA, regarding principals, and DPB, regarding other personnel positions, as the requirements specific to principals have expanded sufficiently to warrant a separate legal framework.

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

Information relating to principals previously found at DP has been relocated to this new code. In addition, a note relating to the requirement to report child abuse or neglect has been added so all reporting requirements for principals are housed in one location for clarity.

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

All information previously at DP(LEGAL) that is not related to principals (now at DPA) and substitutes (now at DPC) has been moved to this legal framework. The School Psychological Services section has been amended to reflect changes in 22 Administrative Code 465.38(b)-(c).

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DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

DPC(LEGAL) PERSONNEL POSITIONS: SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This new legal framework now houses information formerly in DPB(LEGAL) relating to substitute positions.

EB(LEGAL) SCHOOL YEAR

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Substantive revisions are due to amendments to 19 Administrative Code 67.1501 and 67.1502 regarding TEA standards for review of instructional materials. Additional revisions have been made for organization and to margin notes to improve clarity and readability.

EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Changes to this policy regarding course offerings in grades 9-12 were needed after amendments to 19 Administrative Code 74.3. Citations have also been updated to conform with the new amendments.

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Revisions to this legal framework are due to amendments to 19 Administrative Code 89.1.

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

EHBCA(LEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. Please note that the English II end-of-course (EOC) assessment is still a requirement for the 2026 and 2027 graduating classes.

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

The FAST Program section has been revised due to amendments to 19 Administrative Code 13.503(a)-(b). Deletions throughout are due to repealed provisions from the Administrative Code.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Revisions throughout this legal framework are due to changes from House Bill 8 from the Second Special Session of the 89th Legislature.

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FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

A section prohibiting infringement on parental rights has been added after voters approved Senate Joint Resolution 34 from the 89th Legislature.

FEC(LEGAL) ATTENDANCE: ATTENDANCE FOR CREDIT

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

Changes regarding sanctions as they relate to truancy prevention measures are due to revisions at 19 Administrative Code 129.1047.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

13 Administrative Code 7.125, which contained all the TSLAC retention schedules, was repealed and replaced with 13 Administrative Code 7.126-.137. Each rule now contains a single retention schedule. The Records of Public School Districts schedule is now located at 13 Administrative Code 7.131. The revision at Records in the section on the Maintenance and Administration of Epinephrine Delivery Systems reflects this change. Related revisions also appear in CPC(LEGAL).

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

The cross-reference in the Exception: Court Order section has been updated to reflect changes to the DP series of policies.

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FM(LEGAL) STUDENT ACTIVITIES

In the Limits on Participation and Practice section, "one activity" has been revised to "two activities" due to amendments to 19 Administrative Code 76.1001(d).

FOA(LEGAL) STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER

At Appeals, a citation error has been corrected, and margin notes have been added to assist with clarity and readability.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

A citation in the Tobacco and E-Cigarettes section has been updated after 20 U.S.C. 7183 was redesignated to 20 U.S.C. 7973.

GKD(LEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

Substantial revisions have been made regarding Facilities Use by Religious Organizations based on Senate Bill 2986 from the 89th Legislature.

Splendora ISD

GNC(LEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

19 Administrative Code 9.141-9.144, 9.146, and 9.147 have been repealed, which led to substantive changes to this legal framework. Provisions that are duplicative of those in EHDD(LEGAL) have been deleted.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Approval of Resolution 2026-02 Designating the Office or Person Authorized to Calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: Major changes were made to school funding and the required tax rate calculations under House Bill 3 (HB3) that was passed in June 2019. As a result of HB3, changes were made to the Texas Tax Code Section 26.04(c) and 26.17(e) that now requires an officer or employee designated by the governing body to calculate the no-new revenue tax rate and the voter-approval tax rate for the taxing entity.

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

The District contracts with Montgomery County Tax Office for the assessment and collection of the District's property taxes. Tammy J. McRae, Tax Assessor-Collector at Montgomery County, is knowledgeable of the property tax code and the required calculations of the taxing entities, and attends annual training to stay apprised of any changes each year. She has made these calculations for Splendora ISD in past years and works closely with the Chief Financial Officer throughout the process.

ADMINISTRATIVE RECOMMENDATION: Approve the resolution, as presented, to be compliant with the Texas Property Tax Code and Board Policy CCG(LEGAL).

ATTACHMENTS: Resolution

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Yvonne M. Johnson, Chief Financial Officer

RECOMMENDED MOTION: I move to approve a resolution 2026-02 designating the Montgomery County Tax Assessor-Collector as the individual authorized to calculate the no-new revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements.

RESOLUTION 2026-02

A RESOLUTION OF SPLENDORA INDEPENDENT SCHOOL DISTRICT DESIGNATING THE MONTGOMERY COUNTY TAX ASSESSOR-COLLECTOR AS THE INDIVIDUAL AUTHORIZED TO CALCULATE THE NO-NEW REVENUE TAX RATE AND THE VOTER APPROVAL TAX RATE IN ACCORDANCE WITH THE TEXAS TAX CODE

WHEREAS, the State legislature amended the Texas Tax Code in 2019 as part of its Property Tax reform;

WHEREAS, Texas Tax Code Sections 26.04(c) and 26.17(e) now require an officer or employee designated by the governing body to calculate the no-new revenue tax rate and the voter-approval tax rate for the taxing unit after the assessor submits the appraisal roll; and

WHEREAS, the Montgomery County Tax Assessor-Collector is a property tax professional that is actively involved in the assessment of ad valorem taxes and is registered with the Texas Association of Collector Assessors;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SPLENDORA INDEPENDENT SCHOOL DISTRICT, THAT:

1. The Montgomery County Tax Assessor-Collector is hereby designated as a qualified property tax professional to calculate the no-new revenue tax rate and the voter-approval tax rate for Splendora Independent School District, in accordance with section 26 of the Texas Tax Code.
2. This resolution shall continue to have effect until proper board action is taken to rescind.

Adopted the 17th day of August, 2026.

_____
Board President

_____
Board Secretary

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Approval of Resolution 2026-03 Adopting an Order Approving the Splendora Independent School District 2026 Property Tax Roll.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: Annually by July 25th, the Montgomery County Chief Appraiser with Montgomery Central Appraisal District shall prepare and certify to the Tax Assessor for the District that part of the appraisal roll that lists the property taxable by the District.

Pursuant to Texas Property Tax Code, Section 26.04, by August 1st or as soon thereafter as practicable, the District's assessor shall submit to the Board the District's appraisal roll, showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property.

The State of Texas Truth in Taxation laws requires the governing body approve the appraisal rolls received from Montgomery Central Appraisal District before approving a tax rate to levy on the appraised values.

ADMINISTRATIVE RECOMMENDATION: Approve the resolution, as presented, to be compliant with the Texas Property Tax Code and Board Policy CCG(LEGAL).

ATTACHMENTS: Resolution 2026-03 and Montgomery Central Appraisal District Certification of 2026 Appraisal Roll

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Yvonne M. Johnson, Chief Financial Officer

RECOMMENDED MOTION: I move to approve resolution 2026-03 adopting an order approving the Splendora Independent School District 2026 Property Tax Roll.

2026-03

RESOLUTION ADOPTING AN ORDER APPROVING THE SPLENDORA INDEPENDENT SCHOOL DISTRICT PROPERTY TAX APPRAISAL ROLL

WHEREAS, the Chief Appraiser for the Montgomery Central Appraisal District, pursuant to Section 26.01, Texas Property Tax Code, as amended, have certified to the Assessor/Collector of the Splendora Independent School District that the part of the appraisal roll for such Appraisal District that lists the property taxable by the School District and its values; and

WHEREAS, the Tax Assessor/Collector for the Splendora Independent School District, has, pursuant to Section 26.04, Texas Property Tax Code, as amended, submitted the certified appraisal rolls for the Splendora Independent School District to the Board of Trustees of the District showing the total appraised, assessed, and taxable values of all property and the taxable value of new property; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT THAT:

Section I: The appraisal roll as submitted by the Assessor/Collector for the Splendora Independent School District for the year 2026 be, and is hereby, in all things approved as the Property Tax Roll for the District.

Section II: Such Order shall be effective from and after the date of its passage as made and provided by applicable laws of the State and of the Splendora Independent School District.

IT IS SO ORDERED.

PASSED AND APPROVED by the Board of Trustees of the Splendora Independent School District, on this the 17th day of August, 2026.

_____
Board President

ATTEST:

_____
Board Secretary

MONTGOMERY CENTRAL APPRAISAL DISTRICT
SHERRY C. HUNTER, RPA, CCA
CHIEF APPRAISER

109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

STATE OF TEXAS §

§ **PROPERTY TAX CODE, SECTION 26.01(a)**

COUNTY OF MONTGOMERY §

CERTIFICATION OF 2026 APPRAISAL ROLL FOR *Splendora ISD*

I, Sherry Hunter, Chief Appraiser for the Montgomery Central Appraisal District, solemnly swear that the attached is a recap of the Appraisal Roll of the Montgomery Central Appraisal District and constitutes the **CERTIFIED** values in accordance with Texas Property Tax Code Section 26.01(a) for **Splendora ISD**.

The attached also includes, listed separately, the amount of new value as a result of new improvements, newly approved exemptions, newly approved special valuations (agriculture and timber), and, if applicable, any newly annexed property taxable by **Splendora ISD**.

Also included are properties, if any, which are taxable by **Splendora ISD** but which remain under protest. Data includes information related to the appraised market value, productivity value (if applicable), and taxable value as contained in Texas Property Tax Code 26.01(c). This data contains the current values, the value of those properties still under protest at previous year's values, and a reasonable estimate of the market value, taxable value that may be assigned at the conclusion of the protest.

The Chief Appraiser has been made aware of properties with a total estimated value of **$ 24,517,536** that are not included in either the Certified Roll or the Withheld Roll and therefore have not been approved by the Montgomery County Appraisal Review Board and certified by the Chief Appraiser.

S Hunter

Date: July 24, 2026
Sherry Hunter, Chief Appraiser
Montgomery Central Appraisal District

MONTGOMERY CENTRAL APPRAISAL DISTRICT
SHERRY C. HUNTER, RPA, CCA
CHIEF APPRAISER

109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

Summary of Values as of 2026 Certification

Splendora ISD

	Market Value	Net Taxable	Net Taxable after Freeze
Certified Values	$3,472,957,300	$2,026,211,992	$1,885,156,865
Under Review at Current Value	$208,489,116	$129,437,366	$126,612,475
Under Review at Previous Years Value	$189,879,027	$113,896,315	$111,942,530
Reasonable Estimate of Under Reviews	$177,215,749	$110,021,761	$107,620,604

Previous Year's Value lost due to appeals under Chapter 42 Texas Property Tax Code 26.012(a)(13)

	Net Taxable	Net Taxable after Freeze
Previous Year Original Cert. Value (ETR Line 5A)	$17,604,060	$17,604,060
Previous Year Adjusted Value (ETR Line 5b)	$14,482,504	$14,482,504
Previous Year Value Loss (ETR Line 5C)	$-3,121,556	$-3,121,556

Previous Year's Taxable Value Not in Dispute for Property Subject to an Appeal under Chapter 42 Texas Property Tax Code 26.012(13)(a)(iii)

	Taxable Value
Previous Year Original Certified Value (Deduct from ETR Line 1)	$37,797,634
Previous Year Original Certified Value (ETR Line 6A)	$37,797,634
Previous Year Value in Dispute (ETR Line 6B)	$2,170,642
Previous Year Value NOT in Dispute (ETR Line 6C)	$35,626,992

Home Value(s)

Average Market Value	Average Assessed Value
$268,522	$254,442
Median Market Value	**Median Assessed Value**
$247,360	$235,000

Splendora ISD

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (16,860)	(Count) (945)	(Count) (17,805)
Land HS Value	671,121,898	40,535,959	711,657,857
Land NHS Value	288,531,168	11,863,721	300,394,889
Land Ag Market Value	16,112,586	2,060,684	18,173,270
Land Timber Market Value	85,661,491	1,523,583	87,185,074
Total Land Value	**1,061,427,143**	**55,983,947**	**1,117,411,090**
Improvement HS Value	1,757,356,047	135,730,438	1,893,086,485
Improvement NHS Value	396,857,008	11,457,799	408,314,807
Total Improvement	**2,154,213,055**	**147,188,237**	**2,301,401,292**
Market Value	**3,215,640,198**	**203,172,184**	**3,418,812,382**
BUSINESS PERSONAL PROPERTY	(705)	(13)	(718)
Market Value	**257,317,102**	**5,316,932**	**262,634,034**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (17,565)	(Total Count) (958)	(Total Count) (18,523)
TOTAL MARKET	**3,472,957,300**	**208,489,116**	**3,681,446,416**
Ag Productivity	268,647	48,268	316,915
Ag Loss (-)	15,843,939	2,012,416	17,856,355
Timber Productivity	6,712,159	68,863	6,781,022
Timber Loss (-)	78,949,332	1,454,720	80,404,052
APPRAISED VALUE	**3,378,164,029**	**205,021,980**	**3,583,186,009**
	93.9%	6.1%	100.0%
HS CAP Limitation Value (-)	98,920,644	2,045,074	100,965,718
CB CAP Limitation Value (-)	24,981,411	1,256,201	26,237,612
NET APPRAISED VALUE	**3,254,261,974**	**201,720,705**	**3,455,982,679**
Total Exemption Amount	1,228,049,982	72,283,339	1,300,333,321
NET TAXABLE	**2,026,211,992**	**129,437,366**	**2,155,649,358**
TAX LIMIT/FREEZE ADJUSTMENT	**141,055,127**	**2,824,891**	**143,880,018**
LIMIT ADJ TAXABLE (I&S)	**1,885,156,865**	**126,612,475**	**2,011,769,340**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**1,885,156,865**	**126,612,475**	**2,011,769,340**

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX

$26,035,774.19 = 2,011,769,340 * (1.254700 / 100) + $794,104.28

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax (Prior Cmp)	Act Tax	Ceiling (Prior Cmp)	Ceiling	Count
DP	41,465,233	12,234,127	126,584.93	68,440.7	212,461.35	72,532.65	208
DPS	407,926	267,926	2,743.6	164.8	2,743.6	164.8	1
OV65	350,491,382	127,963,587	1,310,677.34	700,994.7	1,816,593.13	738,835.35	1,475
OV65S	1,237,843	476,190	5,974.76	2,485.48	6,842.45	2,485.48	6
Total	393,602,384	140,941,830	1,445,980.63	772,085.68	2,038,640.53	814,018.28	1,690

Tax Rate: 1.254700

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	1,441,133	507,552	394,255	113,297	5
Total	1,441,133	507,552	394,255	113,297	5

UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax (Prior Cmp)	Act Tax	Ceiling (Prior Cmp)	Ceiling	Count
DP	1,613,764	122,504	1,257.7	1,052.73	6,187.39	2,085.66	8
OV65	13,278,292	2,591,277	31,059.69	20,508.99	76,559.56	25,356.81	59
OV65S	511,110	111,110	605.29	456.88	2,972.77	456.88	2
Total	15,403,166	2,824,891	32,922.68	22,018.6	85,719.72	27,899.35	69

Tax Rate: 1.254700

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	193,628	0	0	0	1
Total	193,628	0	0	0	1

TOTAL

Limitation	Net Appr	Taxable	Act Tax (Prior Cmp)	Act Tax	Ceiling (Prior Cmp)	Ceiling	Count
DP	43,078,997	12,356,631	127,842.63	69,493.43	218,648.74	74,618.31	216
DPS	407,926	267,926	2,743.6	164.8	2,743.6	164.8	1
OV65	363,769,674	130,554,864	1,341,737.03	721,503.69	1,893,152.69	764,192.16	1,534
OV65S	1,748,953	587,300	6,580.05	2,942.36	9,815.22	2,942.36	8
Total	409,005,550	143,766,721	1,478,903.31	794,104.28	2,124,360.25	841,917.63	1,759

Tax Rate: 1.254700

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	1,634,761	507,552	394,255	113,297	6
Total	1,634,761	507,552	394,255	113,297	6

Splendora ISD

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
HS-Local	0	0	0	0	0	0
HS-State	747,081,848	6,104	65,688,656	485	812,770,504	6,589
HS-Prorated	9,942,908	93	131,178	1	10,074,086	94
OV65-Local	0	0	0	0	0	0
OV65-State	56,045,284	1,648	3,123,316	67	59,168,600	1,715
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	0	0	0	0	0	0
OV65S-State	120,000	6	120,000	2	240,000	8
OV65S-Prorated	0	0	0	0	0	0
DP-Local	0	0	0	0	0	0
DP-State	7,170,995	221	489,345	10	7,660,340	231
DP-Prorated	0	0	0	0	0	0
DPS-Local	0	0	0	0	0	0
DPS-State	0	0	0	0	0	0
DPS-Prorated	0	0	0	0	0	0
DVHS	50,253,121	282	438,529	3	50,691,650	285
DVHS-Prorated	1,170,039	12	0	0	1,170,039	12
DVHSS	277,103	1	0	0	277,103	1
DVHSS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	**872,061,298**	**8,367**	**69,991,024**	**568**	**942,052,322**	**8,935**
Disabled Veterans Exemptions						
DV1	146,000	24	12,000	3	158,000	27
DV2	168,750	27	7,500	1	176,250	28
DV3	420,000	50	0	0	420,000	50
DV4	1,013,790	221	84,000	10	1,097,790	231
DV4S	12,000	2	0	0	12,000	2
Subtotal for Disabled Veterans Exemptions	**1,760,540**	**324**	**103,500**	**14**	**1,864,040**	**338**
Special Exemptions						
EN	0	1	0	1	0	2
FR	3,182,398	2	0	0	3,182,398	2
LVE	8,293,341	74	0	0	8,293,341	74
PC	106,800	1	785,000	1	891,800	2
SO	0	5	0	2	0	7
Subtotal for Special Exemptions	**11,582,539**	**83**	**785,000**	**4**	**12,367,539**	**87**

Splendora ISD

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Absolute Exemptions						
EX	318,997,133	269	13,476	8	319,010,609	277
EX-Prorated-PRORATED	45,293	19	0	0	45,293	19
EX-Prorated	0	25	0	0	0	25
Exempt UD	72,650	1	0	0	72,650	1
EX-XG	1,167,363	7	0	0	1,167,363	7
EX-XG-PRORATED	0	0	0	0	0	0
EX-XV	2,374,311	8	0	0	2,374,311	8
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	**322,656,750**	**329**	**13,476**	**8**	**322,670,226**	**337**
Other Exemptions						
Animal Feed Held For Sale	40,132	1	0	0	40,132	1
BPPEX	9,735,948	223	1,390,339	13	11,126,287	236
BPPEX-TU	5,910,855	390	0	0	5,910,855	390
BPPEX-UD	4,301,920	53	0	0	4,301,920	53
Subtotal for Other Exemptions	**19,988,855**	**667**	**1,390,339**	**13**	**21,379,194**	**680**
Total:	**1,228,049,982**	**9,770**	**72,283,339**	**607**	**1,300,333,321**	**10,377**

New Value

Total New Market Value: $193,059,353

Total New Taxable Value: $117,443,155

JETI		Chapter 313		TIF/TIRZ	
New Market Value:	$0	New Market Value:	$0	New Market Value:	$0
New Taxable Value:	$0	New Taxable Value:	$0	New Taxable Value:	$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX	Total Exemption	34	582,138
EX-XG	Charitable Organizations	1	0
Absolute Exemption Value Loss:		**35**	**582,138**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
AFHS	Animal Feed Held For Sale	1	40,132
BPPEX	BPPEX	192	10,666,105
BPPEX-TU	BPPEX-TU	201	2,991,802
DP	Disability	2	120,000
DV1	Disabled Veterans 10% - 29%	4	22,000
DV2	Disabled Veterans 30% - 49%	5	37,500
DV3	Disabled Veterans 50% - 69%	7	60,000
DV4	Disabled Veterans 70% - 100%	32	240,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	1	12,000
DVHS	Disabled Veteran Homestead	15	1,729,189
FR	Freeport	1	1,007,187
HS	Homestead	453	57,129,145
LVE	Leased Vehicles	19	1,532,424
OV65	Over 65	46	2,079,061
SO	Solar/Wind Powered Energy Devices	1	0
Partial Exemption Value Loss:		**980**	**77,666,545**
Total NEW Exemption Value			**78,248,683**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**78,248,683**

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
5	483,728	7,636	-476,092

New Annexations/Deannexations

Count	Market Value	Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	6,083	268,522	132,878	244,835	140,000	121,564	93,525
A & E	6,401	277,409	133,257	247,360	140,000	128,944	95,000

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
958	208,489,116	185,306,689	110,586,213

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	9,505		104,438,036	2,091,264,535	1,193,220,399
B	Multifamily Residential	2		8,719	1,719,266	1,621,830
C1	Vacant Lots and Tracts	2,998		1	141,438,271	132,747,239
D1	Qualified Open-Space Land	306	20,601.27	0	101,774,077	6,980,806
D2	Farm or Ranch Improvements on Qualified	12		0	161,343	130,410
E	Rural Land,Not Qualified for Open-Space Land	750		92,788	212,551,438	151,394,255
F1	Commercial Real Property	207		10,251,950	189,863,956	182,796,971
F2	Industrial Real Property	13		0	23,581,699	23,093,918
J1	Water Systems	5		0	302,157	84,357
J2	Gas Distribution Systems	1		0	524,480	399,480
J3	Electric Companies (including Co-ops)	3		0	57,044,880	56,794,880
J4	Telephone Companies (including Co-ops)	7		0	2,467,340	2,169,800
J5	Railroads	5		0	14,997,140	14,747,140
J6	Pipelines	37		0	59,469,810	58,398,940
J7	Cable Companies	14		0	4,019,050	3,193,840
L1	Commercial Personal Property	534		0	57,288,324	33,412,070
L2	Industrial and Manufacturing Personal Property	60		0	52,078,720	47,526,800
M1	Mobile Homes	837		2,936,893	37,444,224	21,858,879
O	Residential Inventory	2,364		21,810,918	98,654,927	91,939,772
S	Special Inventory	11		0	3,700,206	3,700,206
XG	Primarily Performing Charitable Functions (§11.	7		28,885	1,167,363	0
XV	Other Totally Exempt Properties (including	280		39,469,994	321,444,094	0
		Totals:	20,601.27	179,038,184	3,472,957,300	2,026,211,992

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	779		11,772,365	165,637,219	95,373,587
C1	Vacant Lots and Tracts	60		0	4,315,522	4,282,837
D1	Qualified Open-Space Land	11	498.64	102,240	3,584,267	117,131
E	Rural Land,Not Qualified for Open-Space Land	43		0	8,704,858	6,276,681
F1	Commercial Real Property	36		723,817	18,529,988	18,029,472
J1	Water Systems	1		0	233,500	108,500
L1	Commercial Personal Property	12		0	5,083,432	3,033,093
M1	Mobile Homes	16		462,977	1,172,084	1,014,895
O	Residential Inventory	6		959,770	1,214,770	1,201,170
XV	Other Totally Exempt Properties (including	8		0	13,476	0
		Totals:	498.64	14,021,169	208,489,116	129,437,366

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	10,284		116,210,401	2,256,901,754	1,288,593,986
B	Multifamily Residential	2		8,719	1,719,266	1,621,830
C1	Vacant Lots and Tracts	3,058		1	145,753,793	137,030,076
D1	Qualified Open-Space Land	317	21,099.92	102,240	105,358,344	7,097,937
D2	Farm or Ranch Improvements on Qualified	12		0	161,343	130,410
E	Rural Land,Not Qualified for Open-Space Land	793		92,788	221,256,296	157,670,936
F1	Commercial Real Property	243		10,975,767	208,393,944	200,826,443
F2	Industrial Real Property	13		0	23,581,699	23,093,918
J1	Water Systems	6		0	535,657	192,857
J2	Gas Distribution Systems	1		0	524,480	399,480
J3	Electric Companies (including Co-ops)	3		0	57,044,880	56,794,880
J4	Telephone Companies (including Co-ops)	7		0	2,467,340	2,169,800
J5	Railroads	5		0	14,997,140	14,747,140
J6	Pipelines	37		0	59,469,810	58,398,940
J7	Cable Companies	14		0	4,019,050	3,193,840
L1	Commercial Personal Property	546		0	62,371,756	36,445,163
L2	Industrial and Manufacturing Personal Property	60		0	52,078,720	47,526,800
M1	Mobile Homes	853		3,399,870	38,616,308	22,873,774
O	Residential Inventory	2,370		22,770,688	99,869,697	93,140,942
S	Special Inventory	11		0	3,700,206	3,700,206
XG	Primarily Performing Charitable Functions (§11.	7		28,885	1,167,363	0
XV	Other Totally Exempt Properties (including	288		39,469,994	321,457,570	0
		Totals:	21,099.92	193,059,353	3,681,446,416	2,155,649,358

Splendora ISD

Top Taxpayers

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	381620	ENTERGY TEXAS INC	$56,580,760	$56,455,760
2	759366	BLACKFIN PIPELINE	$44,246,620	$44,121,620
3	470370	CAMILLO PROPERTIES LTD	$31,903,187	$31,419,485
4	598246	HUSTEEL AMERICA INC	$31,539,821	$31,289,821
5	632006	HOME RENT 2 LLC	$30,758,259	$30,758,259
6	668349	GG B2R PECAN HARRINGTON LP	$25,135,760	$25,135,760
7	584776	HUSTEEL AMERICA INC	$23,027,880	$23,027,880
8	542613	BRTX LLC	$16,775,210	$16,650,210
9	747521	MILLROSE PROPERTIES TEXAS LLC	$13,826,825	$13,826,825
10	745293	KFI LLC	$12,192,958	$12,084,622
11	564921	NEW CANEY 242 INVESTMENTS LP	$9,537,903	$9,537,903
12	762921	BUCKNER HEAVYLIFT CRANES LLC	$8,406,531	$8,281,531
13	341411	BNSF RAILWAY COMPANY	$8,195,710	$8,035,710
14	476875	BONAVENTURE HOSPITALITY LLC	$7,411,986	$7,411,986
15	290887	UNION PACIFIC RAILROAD CO	$6,836,430	$6,711,430
16	403386	MIDLINE ROAD PROPERTY INC	$6,562,647	$6,562,647
17	291628	TENNESSEE GAS PIPELINE CO	$6,597,400	$6,472,400
18	657598	ADVANTAGE PUBLIC STORAGE LLC	$6,381,001	$6,381,001
19	445357	LGI HOMES TEXAS LLC	$6,360,490	$6,307,740
20	203364	CFJ PROPERTIES #734	$6,300,000	$6,193,200
		Total	$358,577,378	$356,665,790

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve the Splendora ISD Facility Rental Policy and Administrative Guidelines.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal and Operation Systems

BACKGROUND INFORMATION:

Administration has reviewed the District's facility rental policies, procedures, and fee structure to improve consistency, financial accountability, facility security, and operational oversight.

The proposed revisions clarify the approval process, centralize financial controls through the Business Office, establish facility availability and blackout periods, strengthen access and security requirements, update staffing expectations, and revise rental and personnel fees to better reflect District costs.

The revised guidelines are based on GKD(LOCAL) and GKD(LEGAL) and are proposed for implementation beginning September 1, 2026.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends approval of the revised Splendora ISD Facility Rental Policy and Administrative Guidelines and associated fee structure, with an effective date of September 1, 2026.

ATTACHMENTS:

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. Shane Conklin, Deputy Superintendent

RECOMMENDED MOTION: Approve the Revisions to the Splendora ISD Facility Rental Policy and Administrative Guidelines.

SPLENDORA INDEPENDENT SCHOOL DISTRICT

Facility Rental Program

23419 FM 2090 | Splendora, Texas 77372
Phone: 281-689-3128 | Fax: 281-689-7509

Governing Policy References: GKD (LOCAL) & GKD (LEGAL)
Target Implementation Date: September 1, 2026
Board Approval: August 2026 Board Meeting

1. PHILOSOPHY, PURPOSE & LEGAL FOUNDATIONS

Public school buildings are provided primarily for the regular educational program of Splendora ISD, and they must be maintained at all times in a satisfactory manner for this essential purpose. The Board of Trustees provides maximum use of public school facilities within a structured framework that assures the taxpaying public that school facility use is in no way detrimental to the regular educational program.

Splendora ISD has established a limited open forum for nonschool use of District facilities in accordance with policy GKD (LOCAL) and relevant state and federal statutes outlined in GKD (LEGAL). The District, like a private property owner, may legally preserve the property under its control for the use to which it is dedicated. The use of public school facilities outside of school hours will be granted for non-profit educational, cultural, recreational, and civic activities as freely as is consistent with the statutes, the primary purpose of the schools, and the rules and regulations of the Board of Trustees. Splendora ISD reserves the right to reject any requests not in the best interest of the district. Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

1.1 Non-Discrimination & Speech Protections

In accordance with Civil Practice and Remedies Code 106.001(a), no officer or employee of the District acting in an official capacity shall, because of a person's race, religion, color, sex, or national origin, refuse to permit facility use open to the public, refuse participation in a program, refuse a benefit, or impose an unreasonable burden. When establishing a limited public forum, the District is not required to allow persons to engage in every type of speech, and may reserve its forum for certain groups or topics. However, the District shall not discriminate against speech on the basis of viewpoint, and any restriction must be reasonable in light of the purpose served by the forum.

The purpose of this packet is to provide opportunities for citizens to participate in educational and recreational activities through the establishment of a building and facilities rental fee schedule and standardized administrative procedures.
Public Transparency Initiative: To proactively address community inquiries regarding the district's rate structures and operational mandates, an explanatory "Why We Charge" section is published on the external district facility use website. This public framework outlines regional rate tracking and operational cost recoveries.

2. GOVERNANCE FRAMEWORK & SEPARATION OF DUTIES

To maintain regulatory consistency and ensure strict institutional safeguards, the district enforces a centralized, multi-department governance model for all facility usage, moving away from a decentralized approach.

2.1 Facilities Use Committee Formalization

The formal Facilities Use Committee ensures cross-departmental oversight and consists of the following core administrators:

- Deputy Superintendent-Operations
- Facilities Use Coordinator
- Maintenance Director
- Custodial Director
- Athletics Director
- Technology (IT) Director
- Business Office Representative / CFO

The committee shall convene at least annually (June) to review the building rental fee schedules, campus capacities, resource availability, and operational safety metrics.

2.2 Separation of Duties & Financial Gating

- **Facilities Use Coordinator Role (Program Management Only):** The Facilities Use Coordinator serves strictly as the system administrator and logistical manager for the district's rental program. Responsibility is limited to validating application completeness, checking calendar positioning, and verifying required documentation uploads. The Coordinator does not have independent approval or denial authority and possesses zero collection authority for funds.
- **The Business Office (Financial Gating):** Once an application is vetted for logistical feasibility, it is routed entirely to the Business Office to manage invoicing, tracking, and payment processing. The CFO is designated as the primary point of contact for financial transactions, with the CFO acting as the centralized billing and collection handler. No facility request can move forward or be verified in the software system without financial clearance from the Business Office. All rental payments are deposited directly into the general operating account.
- **Final Approval Hierarchy:** The Board may set and collect rentals, rates, and charges for the occupancy or use of any of a district's facilities, in the amounts and manner determined by the board under Education Code 45.033. The Superintendent is authorized by the board to approve any nonschool use of any District facility. Actual

confirmations are granted through an automated routing workflow (FMX). No facility reservation shall be confirmed or active until it has received a joint administrative sign-off and complete financial clearance from the Business Office. Special requests, high-profile assets, or calendar blackout exceptions are routed directly to the Superintendent for final authorization.

3. RENTAL CONDITIONS & COMPLIANCE RULES

All non-school groups desiring to use District facilities must strictly comply with the following administrative regulations. Any group that fails to adhere to appropriate policies and guidelines shall be denied further use of District facilities.

- **Age and Residency Thresholds:** Applicants must be at least 21 years of age to assume legal responsibility for engaging in the lease of school facilities. Except as otherwise provided by policy, at least the majority (51%) of the membership of any group using District facilities must reside within the verified District boundary map.
- **Program Suitability:** The proposed activities must match the structural and environmental layout of the requested facility, and must remain strictly educational, cultural, recreational, or civic in nature. Use of public school facilities for subversive purposes or activities contrary to the public interest is strictly prohibited.
- **Prohibited Substances and Conduct:** All users must conduct business in an orderly manner and abide by all laws and policies. Smoking and the use of tobacco products, e-cigarettes, electronic vaporizing devices, illegal drugs, and firearms, as well as the consumption, sale, possession, or distribution of advertising of alcoholic beverages, are strictly prohibited anywhere inside school buildings or across school premises.
- **Site Restoration and Damages:** All users shall restore the leased facilities and parking areas to the exact clean, orderly condition in which they found them prior to use. Designated administrators may use checklists or other means to document the original condition. The renting group assumes full liability for the cost of repairing any damages or specialized cleaning costs incurred during use and shall be required to indemnify the District for the cost of any such repairs.
- **Property Alterations:** Renters shall make no alteration, temporary or permanent, to District property without prior written consent from the Superintendent.
- **Patriotic and Youth Groups (Equal Access):** Pursuant to the Boy Scouts of America Equal Access Act, the District shall not deny equal access or a fair opportunity to meet, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society. Access will not be denied based on membership or leadership criteria, or an oath of allegiance to God and country. This equal access policy does not require the District to sponsor any such patriotic society or youth group.
- **Religious Organization Leases & Protections:** Any church group requesting a facility rental must be in the active process of acquiring a permanent church site for a church building. Verifiable proof of progress in purchasing a site must be submitted directly to the Facilities Use Coordinator. Rental of school facilities to religious organizations for a period longer than 12 months requires direct authorization from the Superintendent of Schools.

- **Disaster & Religious Freedom Safeguard:** In accordance with Civil Practice and Remedies Code 110.001(a) and Government Code 2401.001-.005, a religious organization is recognized as an essential business at all times, including during a declared state of disaster. No administrative regulation in this packet shall be construed or applied to prohibit a religious organization from engaging in religious and related activities, or to order a religious organization to close or alter its foundational faith-based mission or purpose.
- **Signage Rules:** Signs advertising an outside group's events or activities are permitted on district property exclusively during active rental times. No promotional signage or banners are permitted to remain on site during normal school hours or overnight without Superintendent permission.
- **Storage Limitations:** Renting organizations shall not store equipment, supplies, or materials inside Splendora ISD facilities unless prior temporary arrangements are approved by Campus Administration. Approved storage allocations remain strictly temporary, and the district assumes zero responsibility for any items left on school premises.
- **Liability and Indemnification:** Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of policy and applicable administrative regulations, acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use. The applicant explicitly agrees to defend, hold harmless, and indemnify the Splendora Independent School District, its Board of Trustees, and all employees from any and all demands, claims, suits, actions, and legal proceedings brought against it arising out of the group's facility usage.
- **Mandatory Insurance Certification:** A formal certificate of general liability insurance must be electronically issued and verified prior to utilizing any facility. Insurance must be maintained at a minimum of **$1,000,000 per occurrence / $2,000,000 aggregate**, with Splendora ISD explicitly designated as an **additional insured** paired with a formal **waiver of subrogation**.

4. APPLICATION LOGISTICS & WORKFLOW

4.1 Submission Window and Resubmission Rules

- **Maximum 3-Month Window:** To maintain strict control over calendar space and preserve flexibility, facility usage applications are restricted to a maximum of 3 months out from the date of submission.
- **Compulsory Quarterly Resubmission:** Long-term facility requests are strictly capped at a maximum 3-month block. Renting entities must submit an entirely new application packet each quarter on designated calendar reset opening days to prevent permanent scheduling monopolies.
- **Anti-Hoarding Safeguards:** The submission of multiple concurrent, rolling, or overlapping reservation requests designed to "hold" or block out calendar dates is completely banned by automated system parameters.

- **Category B Non-Profit Verification Step:** All organizations applying under Category B (Non-Profit Community Groups) must upload official IRS 501(c)(3) proof of non-profit status within the application portal during submission.
- **Processing Timelines:** Fully completed facility usage applications for non-school events must be completed and submitted at least **10 business days prior** to the scheduled event date.

4.2 Payments, Cancellations, and Penalties

- **Payment Deadlines:** All evaluated rental, administrative, and personnel fees must be paid in full to the Business Office at least **10 days prior** to the scheduled event date. Failure to secure complete financial clearance will result in immediate holding of the event block.
- **Renter Cancellation Notice:** Renters must provide written cancellation notice to the Business Office and Facilities Coordinator at least **72 hours prior** to the scheduled event.
- **Cancellation Penalty Structure:** Failure to provide written notice at least 72 hours in advance will result in the forfeiture of the event deposit and responsibility for all personnel costs that would have been incurred had the activity occurred as scheduled.
- **District Right-to-Cancel Cause:** Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The Superintendent has explicit authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity, emergency, or maintenance need. In the event of a district-initiated cancellation, the district assumes no liability other than the direct return of fees paid for unused facilities.

5. CALENDAR RESTRICTIONS & OPERATIONAL BLACKOUT WINDOWS

To alleviate staffing shortages, reduce operational strain, and protect custodial blocks for capital repairs and deep cleaning, the district enforces strict facility usage limits:

- **Emergency & Weather Closures:** Facility usage is automatically canceled anytime the district is closed due to emergency circumstances, disasters, or severe weather events. In case of emergencies or disasters (as defined by Government Code 418.004), the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.
- **Holiday Blackout Windows:** District facilities are completely unavailable for external use during all official school calendar student breaks and staff holidays (including, but not limited to, Thanksgiving, Winter Break, and Spring Break).
- **Summer Operational Closure:** Facility rentals are not automatically blocked during the summer break; however, all summer reservations are subject to change or cancellation based on district operational needs. Facilities may be closed at any time to accommodate scheduled or unforeseen maintenance, deep cleaning, floor care, construction, or other summer operations. The district reserves the right to cancel or modify a summer facility rental when operational needs require the space.

- **Floor Resurfacing Blackout:** An automatic 3-week protective gym block is hardcoded into the maintenance calendar for all campus gymnasium assets, overriding existing public requests.
- **Instructional & Camp Exemption Clauses:** The Superintendent retains sole authority to grant case-by-case exceptions for instructional classes, private music lessons, academic tutoring, or district-affiliated youth athletic camps during restricted periods, ensuring the core instructional mission remains unhindered.
- **Maintenance Project Triggers:** Capital and campus maintenance projects possess immediate override rights over existing public rentals.

6. SCOPE OF AVAILABLE ASSETS & CAMPUS CONTROLS

6.1 Facility Inventory Adjustments

- To preserve the availability of primary internal competition spaces for UIL scheduling and minimize conflicts with district activities, the **High School Varsity Gymnasium** is permanently removed from the public facility rental pool. Additionally, the **High School Large Group Instruction (LGI) Room** is permanently removed from available rental resources. These spaces are reserved exclusively for internal district operations.
- **Preferred Re-routing Patterns:** Elementary Multi-Purpose Rooms and Gyms are designated as the district's preferred re-route for Category C community recreational groups, preserving secondary spaces for community access.
- **New Facility Infrastructure:** New school building infrastructure is proactively pre-coded directly into the master rentable asset inventory.
- **Commercial Parking Lot Rules & Deactivated Sites:** Outside organizations utilizing parking lots or non-athletic spaces for activities drawing district utilities (such as community sales or car washes) will be assessed an active utility draw fee. Utility services (power and water) at the Old ISS site are currently deactivated; this site is closed to booking.

6.2 Polling Places & Political Conventions

- **Polling Places:** In accordance with Election Code 43.031(c), the District shall make its buildings available for use as polling places in any election that covers territory in which the buildings are located. Pursuant to Election Code 43.033(a), no charge—including for personnel, utilities, or expenses before or after business hours—shall be made if the election occurs on a day the building is normally open. If the building is not normally open, a charge may be made *only* for the reimbursement of actual expenses resulting from use.
- **Political Conventions:** Under Election Code 174.0631, the District shall not assess a charge for precinct, county, or senatorial district conventions, except for reimbursement for the actual charges resulting from use. The District shall provide an itemized statement of expenses to the reimbursing authority.

6.3 Charter School Restrictions

- **Charter School Rent Caps:** Pursuant to Education Code 11.1543, a campus or campus program charter resulting from the conversion of an existing district campus shall not be required to pay rent or purchase a facility to use it. Furthermore, the District shall not require a campus charter, campus program charter, or open-enrollment charter school to

pay for contracted district services an amount greater than the actual costs to the district of providing the service.

6.4 Access, Keys, and Technology Security

- **Physical Key Prohibitions:** Under no circumstances will physical building keys be distributed or loaned to external renting groups.
- **General Staff After-Hours Rules:** Automated door badge access privileges for district internal staff are completely deactivated outside of standard operating hours and across weekend blocks until explicitly revised by administration.
- **Long-Term Badge Provisions:** Verified long-term renters who receive approved access permissions must undergo credential verification, including the generation of an official photo identification badge featuring an active picture printed on the badge. The badge access software automatically dictates access parameters based strictly on a fully executed, approved facility request form, completely removing manual staff override capabilities.
- **After-Hours Technical Escalation:** The IT Department provides a dedicated after-hours Technical Support contact phone number specifically for troubleshooting card failures or lock issues during permitted weekend and after-hours rental events.
- **Building Access Verification:** Building entry and secure lockup must be physically executed by the assigned Administrator on Duty.

7. PERSONNEL MANDATES & SECURITY TRIGGERS

The district reserves the right to mandate the presence of a district employee on duty at any time a facility is utilized by a non-school group, entirely at the lessee's expense.

7.1 Administrator on Duty (AOD) Triggers

An officially assigned Administrator on Duty (or approved district facilitator) is strictly required to physically manage, supervise, and control the facility under the following two definitive operational triggers:

1. **Any Competition Trigger:** Required for any athletic game, tournament, meet, or sports contest occurring during weekend hours, applied uniformly whether the event takes place inside an indoor facility or out on an athletic field.
2. **Attendance Threshold Trigger:** Automatically mandated for any campus event or gathering that anticipates **over 100 total guests** or participants.

7.2 Scalable Security Details

Security details are calculated dynamically based on attendance and event risk profiles to protect district property. A multi-officer activation point is enforced at any time attendance is expected to exceed 250 persons. Traditional youth civic groups (e.g., Boy/Girl Scouts) are subject to specialized parameters evaluated by a targeted operational review group.

7.3 Labor Fee Realignment & 3-Hour Shift Minimums

- **3-Hour Shift Minimum Rule:** To ensure fair compensation for internal staff picking up rental shifts, a **strict 3-hour minimum shift** applies across the board to all assigned Administrators on Duty, Security/Police Officers, Custodians, Food Service Workers, Café Managers, and A/V Technicians. Rental time billing begins 30 minutes prior to requested building entry and extends 30 minutes past the scheduled event closeout to accommodate setup and secure lockup.

- **Teacher-Sponsor Supervision Constraints:** Internal campus staff is permitted to supervise facilities outside regular hours only if pre-approved and explicitly tied to an active, registered student group activity.
- **First Aid and Logistics:** Emergency medical services remain the primary responsibility of the renting group for standard operations. Parking lot attendants are required if event traffic exceeds 150 vehicles. Trash detail multipliers will be added to the invoice if facility dumpsters overflow past capacity.

8. USER CLASSIFICATION CATEGORIES

There are four established priority categories for utilizing school district facilities. Fees, processing preferences, and insurance mandates are assigned according to these designations.

- **CATEGORY A: Core District & Affiliates**
  - *Scope:* Approved school instructional or extracurricular activities, public polling places, political party conventions, and district-affiliated school-support organizations (e.g., Booster clubs, PTA, GE policy groups).
  - *Fee Structure:* Exempt from rental facility costs, personnel surcharges, and application processing fees. Expenses for polling places and political conventions follow reimbursement rules under the Texas Election Code. General liability insurance is not required for standard core district events.
- **CATEGORY B: Non-Profit Community Groups**
  - *Scope:* Organized non-profit, community, religious, and educational organizations operating strictly for public benefit, including permitted non-profit fundraising events.
  - *Mandate:* Must provide verified 501(c)(3) proof of non-profit status within the application portal. Subject to direct personnel labor surcharges and specific utility operational costs.
- **CATEGORY C: For-Profit & Private Entities**
  - *Scope:* Organized for-profit, commercial, private, cultural, or individual private lessees using facilities for financial gain or private gatherings.
  - *Mandate:* Full facility hourly rates, administrative costs, and realigned personnel fees apply across the board under a strict 3-hour minimum rule.
- **CATEGORY D: Special Layout / Extenuating Exceptions**
  - *Scope:* Groups presenting special arrangements, historical interlocal agreements, or extenuating public circumstances. Subject to direct operational review and modification solely by the Facilities Use Committee and Superintendent.

9. RATE & PERSONNEL FEE SCHEDULE

The following fee structures apply directly to all Category C applications and serve as the baseline for operational cost recovery evaluations.

9.1 Facility Hourly Rates (3-Hour Minimum Applies Across All Units)

Facility Asset Type	Rental Hourly Rate	Operational Notes & Parameters
Football Stadium / Track	**TBD by Superintendent**	Not available for open public rent; specialized requests considered via Superintendent.
Baseball Field	**TBD by Superintendent**	Not available for open public rent; school team priority strictly enforced.
Softball Field	**TBD by Superintendent**	Not available for open public rent; school team priority strictly enforced.
SHS Practice Gym	**$150.00 / hr**	Event space only; extra custodial and supervisory labor fees apply.
SHS Tennis Courts	**$100.00 / hr**	Accounts for court surface preservation and specialized lighting control grids.
Elementary Gyms	**$100.00 / hr**	Preferred community group re-route asset; extra personnel fees apply.
SHS Cafeteria	**$50.00 / hr**	Base rate covers meeting area only without kitchen use; extra rules apply.
SJH Cafeteria	**$50.00 / hr**	Base rate covers meeting area only without kitchen use; extra rules apply.

Elementary Cafeterias	**$50.00 / hr**	Base rate covers meeting area only without kitchen use; extra rules apply.
SHS Library / Media Center	**$50.00 / hr**	Meeting space only; no network infrastructure or tech asset access permitted.
SJH Library / Media Center	**$50.00 / hr**	Meeting space only; no network infrastructure or tech asset access permitted.
Elementary Libraries	**$50.00 / hr**	Meeting space only; no network infrastructure or tech asset access permitted.
SHS Flex Spaces	**$50.00 / hr**	Meeting space only; formal content and use verification required.
SJH Auditorium	**$50.00 / hr**	Assembly space only; specialized stage/AV technician fees evaluate extra.
SHS Practice Fields	**$0.00 / hr**	Event ground space only; extra custodial and event setup fees apply.
Outdoor Sports Practice Areas	**$0.00 / hr**	Event ground space only; extra custodial and event setup fees apply.

9.2 Personnel Hourly Fees (Strict 3-Hour Shift Minimums)

Personnel Staff Type	Hourly Rate Structure PDF	Mandated Surcharge & Enforcement Rule Baselines
Administrator on Duty (AOD)	**$50.00 / hr**	Required for any weekend competition or any event exceeding 100+ guests.
Café Manager Oversight	**$50.00 / hr**	Mandatory hire for health code compliance anytime kitchen prep facilities are open. Takes overtime into account.
Security / Police Officer	**$50.00 / hr**	Dynamically scaled based on safety/capacity metrics.Takes overtime into account.
Custodian Labor	**$30.00 / hr**	Covers basic cleanup, check-in, and physical lockup. Takes overtime into account.
Food Service Worker	**$30.00 / hr**	Required for any active utility or food service execution. Takes overtime into account.
A/V Technician	**$30.00 / hr**	Mandated for lighting board or network configuration. Takes overtime into account.

Administrative Cost Note: Application processing fees are fully integrated within the primary tier rates; no flat external registration surcharge is assessed at portal entry.

10. FINAL CONTRACTUAL CHECKLIST FOR RENTING GROUPS

Before submitting your digital request to the portal, verify that your organization has completed every required operational gateway:

- [ ] **Portal Profile Setup:** Confirm that your organization is accurately categorized (Category A, B, C, or D) and that your contact information is validated.
- [ ] **Non-Profit Proof:** (For Category B Groups Only) Upload your official, valid IRS 501(c)(3) proof of non-profit status to the documentation tab.
- [ ] **Insurance Upload:** Upload a valid Certificate of Insurance showing a minimum of $1,000,000/$2,000,000 in liability limits, explicitly listing Splendora ISD as an additional insured backed with a waiver of subrogation.
- [ ] **Timeline Verification:** Verify that the request is submitted at least **10 business days before** the proposed event date and within the maximum 3-month calendar window.
- [ ] **Details and Logistics:** Ensure the application specifies exact entry/exit hours, accurate guest counts, and clear tech/personnel selections (tables, chairs, custodians, AV technicians).
- [ ] **Financial Gating:** Acknowledge that once logistically verified, an invoice will be generated by Yvonne in the Business Office. Full payment must be rendered to the Business Office at least 10 days prior to the event date to activate building entry permissions.
- [ ] **AOD/Security Review:** Review the attendance threshold and competition triggers to ensure your application includes the mandatory fees for the Administrator on Duty if your guest count exceeds 100 or includes tournament play.
- [ ] **Contact Compliance:** Acknowledge that all communication regarding your event execution must route strictly through the Facilities Use Coordinator. Under no circumstances shall renting groups make direct contact with individual campus teachers, coaches, or campus maintenance staff to arrange entry or alter setups.

11. APPLICATION FOR USE OF SCHOOL BUILDING OR EQUIPMENT

(Sample Digital Portal Data Template — To Be Executed Online)

- **Organization Name: _____**
- **Applicant Contact Name (Must be 21 or older): _____**
- **Physical Address: _____**
- **Email Address: _____ Phone Number: _____**
- **Leased Asset Requested: _____ Campus Site: _____**
- **Anticipated Total Guest / Participant Count: _____**
- **Is this a Weekend Competition, Tournament, or Game?** [ ] Yes [ ] No
- **Booking Frequency Type:** [ ] Single Meeting [ ] Series of Meetings (Max 3-month block)
- **Date(s) Requested: _____ Day of Week: _____**
- **Total Operational Hours Needed (Entry to Lockup): _____** to **_____**
- **Actual Time of Public Event: _____** to **_____**

Mandated Personnel & Resource Allocations:

- **Custodians Required:** [ ] Yes [ ] No | **Count: _____ Hours: _____**
  (Subject to $30/hr, 3-hr min)
- **Food Service Workers:** [ ] Yes [ ] No | **Count: _____ Hours: _____**
  (Subject to $30/hr, 3-hr min)
- **A/V Technicians:** [ ] Yes [ ] No | **Count: _____ Hours: _____**

(Subject to $30/hr, 3-hr min)
- **Administrator on Duty:** [ ] Yes [ ] No
  (Automatically forced if guests > 100 or competition marked)
- **Technical / Room Setup Specifications:**
  _____

Legal Signature & Electronic Certification Acknowledgment: Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use. The requestor agrees that he/she will be responsible for the use and care of the school property, and agrees to replace damaged furniture and repair damages to the building. By providing a Class A Digital Signature Certificate below, the requestor confirms they have read, understood, and agree to strictly enforce the terms, rates, and blackout restrictions outlined in the Splendora ISD Facility Rental Packet.

Authorized Renter Electronic Signature: _____ Date: _____

SYSTEM AUTOMATION ROUTING CONTROL FLOW

1. **Campus Administrative Verification:** [ ] Approved [ ] Denied
   Signature: _____ Date: _____
2. **Business Office Financial Gating:** [ ] Cleared [ ] Denied
   Signature (Yvonne): _____ Date: _____
3. **Facilities Committee Authorization:** [ ] Confirmed [ ] Denied
   Signature (Coordinator): _____ Date: _____

Why We Charge: Balancing Community Access with Fiscal Accountability

At Splendora ISD, our primary mission is to provide an exceptional, safe, and uninterrupted educational environment for our students. The Board of Trustees recognizes the value of establishing a limited open forum to permit the nonschool use of District facilities for educational, recreational, civic, and social activities.

However, operating these facilities outside of standard school hours comes with significant real-world expenses. To maintain strict stewardship of local taxpayer dollars, ensure regulatory consistency, and protect our physical campus infrastructure, the district utilizes a centralized fee schedule.

In accordance with state law (Education Code 45.033), the Board of Trustees has the authority to set and collect rates for facility usage. The Superintendent establishes these published fee schedules based strictly on the direct cost of the physical operation of the facilities and the associated personnel costs.

Below is an open breakdown of exactly why we charge facility rentals and personnel surcharges:

1. Direct Operational Cost Recovery

Every time a gymnasium, cafeteria, or athletic field is used outside of regular school hours, it incurs direct utility and operational drains.

- **Energy Management:** Heating, ventilation, air conditioning (HVAC), and stadium lighting systems are tied directly to active building usage. Rental fees ensure that utility costs generated by private or outside groups are not subsidized by public education funds.
- **Asset Preservation and Wear & Tear:** High-traffic spaces like competition gym floors, turf fields, and auditoriums require regular protective maintenance, specialized cleaning, and eventual resurfacing. Facility fees directly fund the preservation of these community assets so they remain in pristine condition for our students.

2. Fair Compensation for Support Staff

When an outside organization requests facility access during evenings or weekends, dedicated district personnel must pick up elective overtime shifts to supervise and manage the event.

- **Custodial and Food Service Labor:** Rates ensure our internal staff is paid fairly for their time spent setting up, clearing trash, and sanitizing spaces to make them ready for students the following school morning. These additional required duties move regular 40-hour employees into overtime, and these fees account for these added costs.
- **Specialized Technology Services:** Access to complex lighting control boards, energy systems, or audio-visual technology strictly requires a certified district technician to prevent infrastructure damage or system-wide manual overrides. These additional required duties move regular 40-hour employees into overtime, and these fees account for these added costs.
- **3-Hour Shift Minimums:** To respect our employees' personal time, a strict 3-hour minimum is applied to all assigned personnel to ensure they are adequately compensated for giving up their weekends or evenings.

3. Safety, Security, and Supervision

Maintaining a secure campus environment is non-negotiable. Large events or athletic competitions require specialized personnel to oversee facility rules, handle crowds, and safeguard district property.

- **Administrator on Duty (AOD):** Mandated attendance triggers (such as gatherings exceeding 100 guests or weekend tournaments) ensure a formal district facilitator is always physically present to handle logistical adjustments, manage technical escalations, and enforce conduct codes.
- **Off-Duty Law Enforcement:** Dynamic security details utilize competitive, regional hourly benchmarks to keep participants safe and ensure active emergency readiness.

4. Statutory Compliance & Exemptions

Our fee schedule is also designed to keep the district in strict compliance with state and federal laws regarding public facility usage:

- **Preventing "Calendar Monopolies":** Imposing formal booking cycles, standardized rates, and quarterly resubmissions prevents any single commercial entity from hoarding calendar space, ensuring equitable access for local youth and civic groups.
- **Statutory Rate Limits:** In specific scenarios governed by state law—such as hosting official polling places, political party conventions, or providing space to certain charter school programs—the district is legally restricted to charging *only* for the direct reimbursement of actual expenses, not standard facility rental rates. Our tiered categories (A, B, C, D) ensure these legal boundaries are respected.

Our Commitment to the Community: Splendora ISD does not operate its facility rental program for corporate profit. All collected fees are deposited directly back into the district's general operating account to offset the immediate physical operations and personnel costs required to host your event. By balancing community access with strict fiscal gating, we protect both our taxpayers and the primary educational environment of our students.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Adopting the 2026-2027 Tax Levy Order and Resolution 2026-04 Establishing a Maintenance and Operations (M&O) Tax Rate of $0.7070 and an Interest and Sinking (I&S) Tax Rate of $0.5000 for a Total Tax Rate of $1.2070.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: Certified values were received from the Montgomery Central Appraisal District and the Board of Trustees must adopt the final tax rate based on updated certified values from the Tax Assessor-Collector.

The proposed resolution establishes the tax rate at a total of $1.2070, which is comprised of:

- $0.7070 Maintenance and Operations (M&O)
    - $0.5692 Tier 1 Maximum Compressed Rate (MCR) from TEA
    - $0.1378 Tier 2 Enrichment Rate
- $0.5000 Interest and Sinking (I&S)

There will be a tax rate reduction to taxpayers of $0.0477 ($1.2547 adopted 2025-2026 rate less $1.2070 proposed 2026-2027 rate) per $100 valuation.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the proposed tax rate.

ATTACHMENTS:

- Letter from Tammy J. McRae, Tax Assessor-Collector with Montgomery County
- Tax Rate Resolution
- Taxpayer Impact Statement
- 2026 Tax Rate Calculation Worksheet

BUDGET INFORMATION: The 2026-2027 budget was adopted on June 25, 2026, prior to receiving the certified property values on July 24, 2026. A budget amendment will be submitted to decrease the local property tax budget and increase the state funding revenue budget based on this adopted tax rate and certified values.

RESOURCE PERSONNEL: Yvonne M. Johnson, Chief Financial Officer

RECOMMENDED MOTION: I move that the property tax rate be increased by the adoption of a tax rate of $1.2070, which is effectively a 4.35 percent increase in the tax rate.

2026-04
TAX RATE RESOLUTION

A RESOLUTION LEVYING AN ANNUAL AD VALOREM TAX FOR THE YEAR 2026 SETTING SPECIFIC TAX RATES, APPLICABLE TO ALL REAL, PERSONAL AND MIXED PROPERTIES LOCATED WITHIN THE SPLENDORA INDEPENDENT SCHOOL DISTRICT, SETTING DUE DATE AND PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT TAXES.

BE IT ORDAINED by the Board of Trustees of the Splendora Independent School District of Splendora, Montgomery County, Texas.

1) That an ad valorem tax rate of $1.2070 per $100.00 cash valuation and assessment ratio of 100% of market value, as said values are fixed by the Board of Review, and the same is hereby levied for the year 2026 on all real property, personal property, and mixed property located and situated within the confines and boundaries of Splendora Independent School District as of January 1 of this tax year.

2) That the above specified ad valorem tax rate be distributed as follows:
    a. $0.7070 rate for local maintenance fund
    b. $0.5000 rate for debt service, bonded indebtedness, interest and sinking fund

3) This year's tax levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

PASSED AND APPROVED and effective this the 17th day of August, 2026.

_____
Board President

_____
Board Secretary

Tammy J. McRae

Tax Assessor-Collector
Montgomery County

August 14, 2026

TO: SPLENDORA INDEPENDENT SCHOOL DISTRICT

RE: TAX RATE AGENDA ITEM – SUGGESTED WORDING
REQUIRED LANGUAGE FOR ADOPTION OF 2026 TAX RATES

Dear Governing Body;

In accordance with Section 26.05, Texas Property Tax Code, the tax rate must be adopted in two components; Maintenance and Operation Rate and Debt Service Rate. These items must also be listed on your agenda as two separate items.

SUGGESTED WORDING FOR AGENDA ITEMS:

1. "Consider, Adopt, and Set by Order/Resolution the 2026 Ad Valorem Tax Rate for Maintenance and Operation, $0.7070/$100."

2. "Consider, Adopt, and Set by Order/Resolution the 2026 Ad Valorem Tax Rate for Debt Service, $0.5000/$100."

LANGUAGE REQUIREMENTS FOR ADOPTING THE TAX RATES:

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate $1.2070, which is effectively a 4.35 percent increase in the tax rate.

STATEMENT REQUIRED IN THE ORDINANCE, RESOLUTION OR ORDER SETTING THIS YEAR'S TAX RATE:

This year's tax levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statement must be included in the ordinance, resolution, or

400 N. San Jacinto St.
Conroe, Texas 77301

(936) 539-7897
(281) 354-5511 ext 7897

order setting this year's tax rate. The statement must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

WEBSITE REQUIREMENTS:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statement must be included in the ordinance, resolution, or order setting this year's tax rate. The statement must be in larger type than the type used in any other portion of the document.

Splendora Independent School District ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

As a reminder, the published debt rate is the maximum debt rate that can be adopted by your district. The ordinance/resolution must be returned to my office on or before **September 18, 2026,** to be included on the consolidated tax roll.

As always, please do not hesitate to contact me should you need assistance or if would like me to attend your meeting.

Thank you for allowing us to provide your tax assessment and collection services as we all work together to serve our taxpayers.

Sincerely,

Tammy McRae, PCAC
Tax Assessor-Collector

ORDER AND RESOLUTION
SETTING THE 2026
AD VALOREM TAX RATES

ON AUGUST 17, 2026, THE GOVERNING BODY FOR SPLENDORA INDEPENDENT SCHOOL DISTRICT ADOPTED THE FOLLOWING TAX RATES FOR THE 2026 LEVY ON VALUES.

MAINTENANCE AND OPERATION RATE (GENERAL FUND)	_____/$100
INTEREST AND SINKING RATE (DEBT SERVICE FUND)	_____/$100
TOTAL OF ADOPTED TAX RATES	_____/$100

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

MEMBERS VOTING FOR:

1._____ 4._____

2._____ 5._____

3._____ 6._____

MEMBERS VOTING AGAINST:

1._____ 4._____

2._____ 5._____

3._____ 6._____

MEMBERS PRESENT, BUT NOT VOTING:

1._____ 2._____

MEMBERS ABSENT:

1._____ 2._____

A COPY OF THE RESOLUTION IS REQUIRED

RETURN THIS FORM TO TAMMY McRAE, MONTGOMERY COUNTY TAX ASSESSOR-COLLECTOR AT 400 N. SAN JACINTO ST, CONROE, TX 77301 OR BY EMAIL: tammy.mcrae@mctx.org.

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
Splendora Independent School District

Date: 08/14/2026 09:23 AM

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No New Revenue Tax Rate Worksheet.	$1,798,948,319
2. Last year's M&O tax rate.	$0.7547
3. M&O taxes refunded for years preceding tax year 2025.	$237,160
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	$13,813,823
5. This year's total taxable value. Enter line 21 of the No New Revenue Tax Rate Worksheet.	$2,016,871,271
6. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	$0.7070
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	$14,259,280
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	$445,457
Comparison of Total Tax Rates	
9. No New Revenue Total Tax Rate.	$1.1567
10. This year's proposed total tax rate.	$1.2070
11. This year's rate minus no new revenue rate. Subtract line 9 from line 10.	$0.0503
12. Percentage change in total tax rate. Divide Line 11 by line 9.	4.35%
Comparison of M&O Tax Rates	
13. No New Revenue M&O Tax Rate.	$0.7487
14. This year's proposed M&O tax rate.	$0.7070
15. This year's rate minus no new revenue rate. Subtract line 13 from line 14.	$-0.0417
16. Percentage increase/decrease. Divide line 15 by line 13.	-5.57%
Raised M&O Taxes on a $100,000 Home	
17. This year's taxable value on a $100,000 home.	$100000
18. Last year's M&O tax rate.	$0.7547
19. This year's proposed M&O tax rate.	$0.7070
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17. Divide by 100.	$-47.71
21. Percentage increase/decrease. Divide line 20 by line 18. Divide by 10.	-6.32%

Splendora ISD

TAXPAYER IMPACT STATEMENT

	2025 Adopted Tax Rate	2026 Proposed Tax Rate
Total Tax Rate (per $100 of value)	$1.2547	$1.2070
Median Homestead Taxable Value	93,240	95,000
Tax on Median Homestead	$1,169.88	$1,146.65

2026 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 and JETI Agreements

Splendora Independent School District	281-689-3128
School District's Name	Phone *(area code and number)*
23419 FM 2090 Splendora TX 77372	www.splendoraisd.org
School District's Address, City, State, ZIP Code	School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest.The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Tax Code Chapter 313 or Government Code Chapter 403, Subchapter T, Texas Jobs, Energy, Technology, and Innovation Act (JETI) agreements only.** School districts that have a Chapter 313 or JETI agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation. [1] Source materials must contain data for all worksheets used.

Insert hyperlink:

Click Here for Supporting Documents

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). [2]	$ 1,884,198,461
2.	**Prior year tax ceilings.** Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [3]	$ 123,998,690
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 1,760,199,771
4.	**Prior year total adopted tax rate**.	$ 1.2547 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.** **A. Original prior year ARB values:** ..... $ 17,604,060 **B. Prior year values resulting from final court decisions:** ..... – $ 14,482,504 **C. Prior year value loss.** Subtract B from A. [4]	$ 3,121,556

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 37,797,634 **B. Prior year disputed value:** – $ 2,170,642 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 35,626,992
7.	**Prior year Chapter 42-related adjusted values.** Add Line 5 and 6.	$ 38,748,548
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 1,798,948,319
9.	**Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 582,138 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 77,666,545 **C. Value loss.** Add A and B. [7]	$ 78,248,683
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year. **A. Prior year market value.** $ 483,728 **B. Current year productivity or special appraised value:** - $ 7,636 **C. Value loss.** Subtract B from A. [8]	$ 476,092
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 78,724,775
13.	**Adjusted prior year taxable value.** Subtract Line 12 from Line 8.	$ 1,720,223,544
14.	**Adjusted prior year total levy.** Multiply Line 4 by Line 13 and divide by $100.	$ 21,583,644
15.	**Taxes refunded for years preceding prior year.** Enter the amount of taxes refunded by the district for tax years preceding the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [9]	$ 387,515
16.	**Adjusted prior year levy with refunds.** Add Line 14 and Line 15. [10] Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.	$ 21,971,159

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
17.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values.**[12] ..... $ 2,026,211,992 **B. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **C. Total current year value.** Subtract B from A.	$ 2,026,211,992
18.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 110,021,761 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser givesschool districts a list of those taxable properties that the chief appraiser knows about but are not included in theappraisal roll certification. These properties are also not on the list of properties that are still under protest. On thislist of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. [15] ..... + $ 24,517,536 **C. Total value under protest or not certified.** Add A and B.	$ 134,539,297
19.	**Current year tax ceilings.** Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled.[16]	$ 143,880,018
20.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.[17] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[18] If completing this section, the taxing unit must include supporting documentation in Section 6.[19] Taxing units that are not affected, enter 0.	$ 0
21.	**Current year total taxable value.** Add Lines 17C and 18C. Subtract Lines 19 and 20.[20]	$ 2,016,871,271
22.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	$ 0
23.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	$ 117,443,155
24.	**Total adjustments to the current year taxable value.** Add lines 22 and 23.	$ 117,443,155
25.	**Adjusted current year taxable value.** Subtract line 24 from line 21.	$ 1,899,428,116
26.	**Current year NNR tax rate.** Divide line 16 by line 25 and multiply by $100.	$ 1.1567 /$100

[11] Tex. Tax Code §§26.012 and 26.04(c-2)
[12] Tex. Tax Code §26.012(6)
[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex Tax Code §§26.012(6)(C) and 26.012(1-b)
[18] Tex Tax Code §26.012(1-a)
[19] Tex Tax Code §26.04(d-3)
[20] Tex Tax Code §26.012(6)

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.[21]

SECTION 2: Maximum Compressed, Enrichment and Debt Tax Rate Worksheet

This section calculates three components of the voter-approval tax rate:

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. [22]
2. **Enrichment Tax Rate:** [23] A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than $0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression. [24]
3. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward the school district's debt service for the current year. [25] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. [26]

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. [27] Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit.* [28] Districts should review information from TEA when calculating their voter-approval tax rate.

Line	MCR, Enrichment and Debt Tax Rate Worksheet	Amount/Rate
27.	**Current year maximum compressed tax rate (MCR).** TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. [29]	$ 0.5692 /$100
28.	**Current year enrichment tax rate.** Enter the greater of A and B. [30] A. Enter the district's prior year enrichment tax rate ..... $ 0.1378 /$100 B. $0.05 per $100 of taxable value ..... $ 0.0500 /$100	$ 0.1378 /$100
29.	**Current year maintenance and operations (M&O) tax rate.** Add Lines 27 and 28. Note: M&O tax rate may not exceed the sum of $0.17 and the district's maximum compressed rate.[31]	$ 0.7070 /$100
30.	**Total current year debt to be paid with property tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. **Debt** includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [32] Enter debt amount: ..... $ 14,073,000 B. Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 C. Subtract **state aid** received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. ..... – $ 2,548,748 D. **Adjust debt:** Subtract B and C from A.	$ 11,524,252

[21] Tex. Tax Code §26.08(n)
[22] Tex. Edu. Code §48.2551(a)(3)
[23] Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
[24] Tex. Edu. Code §§48.202(a-1)(2)
[25] Tex. Tax Code §26.012(3)
[26] Tex. Edu. Code §45.0021(a)
[27] Tex. Edu. Code §11.184(b)
[28] Tex. Edu. Code §11.184(b-1)
[29] Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
[30] Tex. Tax Code §26.08(n)(2)
[31] Tex. Edu. Code §45.003(d)
[32] Tex. Tax Code §26.012(7)

Line	MCR, Enrichment and Debt Tax Rate Worksheet	Amount/Rate
31.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [33]	$ 0
32.	**Adjusted current year debt.** Subtract line 31 from line 30D.	$ 11,524,252
33.	**Current year anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [34] A. Enter the current year anticipated collection rate certified by the collector. [35] 96.26 % B. Enter the prior year actual collection rate 96.26 % C. Enter the 2024 actual collection rate 100.59 % D. Enter the 2023 actual collection rate 99.85 %	96.26 %
34.	**Current year debt adjusted for collections.** Divide Line 32 by Line 33. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.	$ 11,972,004
35.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,016,871,271
36.	**Current year debt rate.** Divide Line 34 by Line 35 and multiply by $100.	$ 0.5935 /$100
37.	**Current year voter-approval tax rate.** Add Lines 29 and 36. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 29 and 36. [36]	$ 1.3005 /$100

SECTION 3: Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The school district shall provide its tax assessor with a copy of the letter. [38]	$ 0
39.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,016,871,271
40.	**Additional rate for pollution control.** Divide line 38 by line 39 and multiply by $100.	$ 0.0000 /$100
41.	**Current year voter-approval tax rate, adjusted for pollution control.** Add line 37 and line 40.	$ 1.3005 /$100

SECTION 4: Prior Year Disaster Tax Rate Adjustment

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. [39] As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
42.	**Prior year adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1.2547 /$100
43.	**Prior voter-approval tax rate.** If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	$ 0.0000 /$100

[33] Tex. Tax Code §§26.012(10) and 26.04(b)
[34] Tex. Tax Code §§26.04(h), (h-1) and (h-2)
[35] Tex. Tax Code §26.04(b)
[36] Tex. Tax Code §26.08(g)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)
[39] Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
44.	**Increase in the prior year tax rate due to disaster (disaster pennies).** Subtract Line 43 from Line 42.	$ 0.0000 /$100
45.	**Current year voter-approval tax rate, adjusted for prior year disaster.** Subtract Line 44 from one of the following lines (as applicable): Line 37 or Line 41 (school districts with pollution control).	$ 1.3005 /$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate ..... $ 1.1567 /$100

Enter the current year NNR tax rate from Line 26.

Voter-Approval Tax Rate ..... $ 1.3005 /$100

As applicable, enter the current year voter-approval tax rate from Line 37, Line 41 or Line 45. Indicate the line number used: 37

SECTION 6: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in Line 20 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

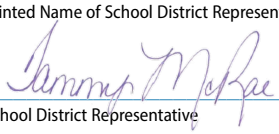
Insert hyperlinks to supporting documentation:

SECTION 7: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. [40]

print here ➧ Tammy McRae

Printed Name of School District Representative

sign here ➧ 

School District Representative

August 14, 2026

Date

[40] Tex. Tax Code §26.04(c)

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Approval of Certification of Compliance with Certain Laws under Texas Education Code 39.008, as enacted by Senate Bill 12 (89th Texas Legislative Session). SB 2 DEI Compliance.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):

BACKGROUND INFORMATION:

Senate Bill (SB) 12 from the 89th Legislative Session requires certification of compliance with provisions of the Education Code regarding (1) instruction and (2) diversity, equity, and inclusion (DEI) duties.

ADMINISTRATIVE RECOMMENDATION: N/A

ATTACHMENTS: Senate Bill 12 Compliance Certificate

Compliance Certificate

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Dr. Shane Conklin, Deputy Superintendent

RECOMMENDED MOTION:

I recommend we approve Certification of Compliance with Certain Laws under Texas Education Code 39.008, as enacted by Senate Bill 12 (89th Texas Legislative Session).

TEC §39.008: Certification of Compliance with Certain Laws Required

Section 1: School System Information

Name of School District or Charter School: Splendora ISD

County-District Number (CDN): 170907

Superintendent/CEO Name: Dr. Dustin Bromley

Certification School Year: 2026 - 2027

Section 2: Description of Required Policies and Procedures

Provide a description or attach a copy of the policies and procedures required by TEC, §§11.005(c) and 28.0022(h) and describe how employees and contractors were notified of these policies and procedures.

Policy	Relevancy	Numbered Updates
Section 2 of TEA's Compliance Certification Template [11.005(c) and 28.0022(h)]		
BJCF(LOCAL) — Superintendent: Nonrenewal	Engaging or assigning DEI duties, as well as instructional activities prohibited by law, were included in the list of reasons the superintendent's contract may be nonrenewed.	127
BT(LEGAL) — Prohibition on Diversity, Equity, and Inclusion Activities	This new legal framework addresses SB 12's prohibition on DEI activities. Definitions and prohibited activities and certification requirements are included.	126
CJ(LEGAL) and (LOCAL) — Contracted Services	Adopted new provisions reflect that contractors may not engage in or assign instructional activities prohibited by law or DEI duties under SB 12. Violations will result in termination of the contract.	126

DF(LEGAL) — Termination of Employment	The legal framework was revised to address the prohibition on DEI and prohibited classroom instruction.	126
DFBB(LOCAL) — Term Contracts: Nonrenewal	Engaging or assigning DEI duties, as well as instructional activities prohibited by law, were included in the list of reasons a term contract employee may be nonrenewed.	126
DH(LOCAL) — Employee Standards of Conduct	Sections on Prohibited Classroom Instruction or Activities and Prohibited Diversity, Equity, and Inclusion Duties were added.	126
Section 3 of TEA's Compliance Certification Template [39.008, 11.005, 28.0022]		
BJA(LEGAL) — Superintendent: Qualifications and Duties	The legal framework was updated to include information regarding the required certifications to TEA.	126
BT(LEGAL) — Prohibition on Diversity, Equity, and Inclusion Activities	This new legal framework addresses SB 12's prohibition on DEI activities. Definitions and prohibited activities and certification requirements are included.	126
CDC(LEGAL) — Other Revenues: Gifts and Solicitations	A district may not accept private funding for the purpose of developing a curriculum, purchasing or selecting curriculum materials, or providing teacher training or professional development related to a concept listed in Education Code 28.0022(a)(4)(A).	119
CJ(LEGAL) and (LOCAL) — Contracted Services	Adopted new provisions reflect that contractors may not engage in or assign instructional activities prohibited by law or DEI duties under SB 12. Violations will result in termination of the contract.	126
CMD(LEGAL) — Equipment and Supplies Management: Instructional Materials Care and Accounting	In providing instructional materials for each subject in the required curriculum and each grade level, the district protects students from obscene or harmful content as necessary for compliance with Education Code 28.0022.	122
CQA(LEGAL) — Technology Resources: District, Campus, and Classroom Websites	The list of required website postings was updated to reflect that a district must post notice at least seven days before the date on which a meeting is held to discuss the certification of compliance with Education Code 11.005 and 28.0022.	126

DG(LEGAL) — Employee Rights and Privileges	Teachers may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs and may not be subject to discipline for an allegation that they did so if they are using SBOE-approved instructional materials and teaching with fidelity.	119 and 122
EMB(LEGAL) — Miscellaneous Instructional Policies: Teaching About Controversial Issues	The legal framework at this code was updated with the information from Education Code 28.0022.	126
FOA(LEGAL) — Student Discipline: Removal by Teacher or Bus Driver	A teacher may not remove a student from class based on a single incident of behavior if the student is reasonably discussing certain debated and controversial topics subject to Education Code 28.0022.	126

Note: Employees were notified through our Staff Handbook. Consultants are notified through our required postings online and in our contracted services contracts.

Section 3: Policy or Program Changes

Were any existing policies, programs, procedures, or training altered to ensure compliance with TEC, §§39.008, 11.005, and 28.0022?

- ☐ Yes
- ☑ No

If yes, describe or attach a copy of the changes below.

N/A

Section 4: Cost Savings

Were there any cost savings resulting from actions taken to comply with TEC, §39.008?

- ☐ Yes
- ☑ No

Total cost savings: $ 0

If yes, describe or attach a copy of the cost savings.

N/A

Section 5: Board Approval

Date of Board/Governing Body Meeting: July 20, 2026

Meeting notice was posted on LEA website at least seven days in advance:

- [x] Yes
- [ ] No

Public testimony opportunity provided during meeting:

- [x] Yes
- [ ] No

Certification approved by majority vote:

- [x] Yes
- [ ] No

Section 6: Certification Statement

By signing below, the undersigned certifies that the information contained in this document is true and correct and that the district or charter school is in compliance with the requirements of Texas Education Code §§39.008, 11.005(c), and 28.0022(h).

Superintendent/CEO Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20_____..

_____

Notary Public, State of Texas

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider the Approval of Contracting a Deaf Interpreter for the 2026 - 2027 school year.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S):
Priority 1: Student Outcomes
Priority 4: Professional Learning and Quality Staff
Priority 5: Fiscal & Operational Systems
Priority 6: Safety and Well-Being

BACKGROUND INFORMATION:

Board Policy CH(LOCAL) states the Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Splendora ISD has been unable to find and employ a second deaf interpreter. Thus, Splendora will need to contract this position until suitable staff can be hired directly.

The need for a deaf interpreter is driven by an ARD committee decision and compliance with state and federal law to support a student in the district to access their education.

The special education department has sought bids from several providers for each of these contracted positions, interviewed qualified candidates, and arrived at the following recommendations:

- Bayou City Interpreting: Deaf Interpreter: approximately $99,450

Should we find and hire a qualified candidate, we are able to provide 30 days' notice and terminate our agreement for each contract.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board of Trustees of Splendora Independent School District approve the contracted services positions for the 26-27 school year.

ATTACHMENTS:

BUDGET INFORMATION:

The cost of the contracted services will be covered by several reductions in force by attrition positions in the district from special education and MTSS.

RESOURCE PERSONNEL:

Shannon Wallace, Executive Director of Special Services, William Rhodes, Executive Director of Human Resources

RECOMMENDED MOTION: "I move to approve the contracted service positions for the 26-27 school year."

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Approval of the Design Development Phase Review for the Splendora High School Additions and Renovations (2025 Bond)

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: Construction design typically progresses through three core phases: Schematic Design (SD), Design Development (DD), and Construction Documents (CD). These stages refine initial concepts into actionable, permitted, and legally compliant blueprints.

Huckabee will present the Design Development Review for the Splendora High School Additions and Renovations to ensure spatial, material, and budget requirements are met before construction documents are finalized. This project includes the following:

- Auditorium & Band Hall Addition (Project 001-001)
- Athletics Annex Expansion (Project 001-002)
- Autobody Expansion (Project 001-003)
- Health Science Renovation (Project 001-004)

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the Design Development Phase Review.

ATTACHMENTS: Design Development Presentation

BUDGET INFORMATION: Huckabee estimates the construction budget to be approximately $24,453,629.

RESOURCE PERSONNEL: Dr. Shane Conklin, Deputy Superintendent, Kevin Lynch, Project Manager, Robert Arcement, LAN Project Manager, and Yvonne M. Johnson, Chief Financial Officer

RECOMMENDED MOTION: I move to approve the Design Development Phase Review for the Splendora High School Additions and Renovations (2025 Bond), as presented by Huckabee.

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Order Calling for Election for the Splendora Independent School District Board of Trustees

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: General Election for Board of Trustees Positions 1, 2, and 3, November 3, 2026.

ADMINISTRATIVE RECOMMENDATION: Administration recommends the approval of Order Calling for Election for the Splendora Independent School District Board of Trustees.

ATTACHMENTS: Order of Elections

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Superintendent Dr. Dustin Bromley

RECOMMENDED MOTION: I make a motion to approve the Order Calling for Election for the Splendora Independent School District Board of Trustees.

ORDER FOR ELECTION
ORDEN DE ELECCIÓN
Splendora Independent School District
Distrito Escolar Independiente de Splendora

An election is hereby ordered to be held on November 3, 2026, for the purpose of electing trustees to the Splendora Independent School District Board: Positions #1, #2, and #3. *Se llevará a cabo una elección el 3 de noviembre de 2026 con el propósito de elegir fideicomisarios para la Junta del Distrito Escolar Independiente de Splendora: posiciones #1, 2 y #3.*

In my experience, the first day of early voting is October 19, 2026, and the last day is October 31, 2025. *El primer día de votación anticipada por experiencia personal es el 19 de octubre de 2026 y el último día de votación anticipada es el 30 de octubre de 2026.*

Early Voting times are:
Los tiempos de votación temprana son:

October 19– 23	Monday –Friday	8:00 am – 5:00 pm
October 24	Saturday	7:00 am – 7:00 pm
October 25	Sunday	11:00 am - 5:00 pm
October 26 - 30	Monday-Friday	7:00 am - 7:00 pm

Early voting will be conducted at the following location(s) during the early voting period:
Central Library, 104 I-45 North, Conroe, 77301, Large Meeting Room
La votación temprana se llevará a cabo en el siguiente lugar durante el período de votación temprana:
Central Library, 104 I-45 North, Conroe, 77301, *Sala Principal*

Applications for ballot by mail shall be mailed to:
Las solicitudes de boleta electoral por correo se enviarán por correo a:
Election Central, 9159 Airport Road, Conroe 77303

Applications for ballot by mail must be received no later than the close of business on October 23, 2026.
Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del 23 de octubre de 2026.

Additional early voting will be held at the following locations:
La votación temprana adicional se llevará a cabo en los siguientes lugares:

North Montgomery County Community Center, 600 Gerald Street
Willis 77378, Meador Room, (Sala Meador)
Lone Star Community Center, 2500 Lone Star Parkway
Montgomery 77356, Cissy Boulware Room (Sala Cissy Boulware)
West Montgomery County Community Development Center, 31355 Friendship Drive
Magnolia 77355, Green Room (Sala verde)
Magnolia Event Center Annex 11731 FM 1488, Magnolia 77354, Main Room (Sala principal)
Kevin Brady Community Center 2250 Buckthorne Place, Spring 77380, 117B, C Cathy Brady Ballroom (Salon Cathy Brady 117B, C)
George and Cynthia Woods Mitchell Library, 8125 Ashlane Way, The Woodlands 77382, Meeting Room 101 and 102 (Sala de Juntas 101 y 102)
Spring Creek Greenway Nature Center, 1300 Riley Fuzzel Road, Spring 77386, Community Center (Centro comunitario)
East Montgomery County Fair Association Building, 21675A McCleskey Road, New Caney 77357 Main Room (Sala principal)
East Montgomery County Community Development Center, 16401 First Street, Suite 100, Splendora 77372 Hayden and Dunn Conference Rooms (Salas de conferencia Hayden y Dunn)

Issued this 17 day of August 2026.
Publicado el 17 de agosto de 2026.

Signature of Splendora ISD Board of Trustees President, Allen Wells
Firma del presidente de la Junta Directiva de Splendora ISD, Allen Wells

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Signature of Splendora ISD Board of Trustees Secretary, Jennifer Stewart
Firma del Secretaria, Distrito Escolar Independiente de Splendora, Jennifer Stewart

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Consider Joint Election between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026 election for Splendora Independent School Board of Trustees.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: General Election for Board of Trustees Positions 1, 2, and 3, November 3, 2026.

ADMINISTRATIVE RECOMMENDATION: Administration recommends the approval of the Joint Election Agreement for the November 3, 2026 elections.

ATTACHMENTS: Joint Election Agreement

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Superintendent Dr. Dustin Bromley

RECOMMENDED MOTION: I make a motion to approve the Joint Election Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026 election for Splendora Independent School Board of Trustees.

Joint Election Agreement

Political Subdivision of _____

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 4, 2025; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on November 4, 2025, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 4, 2025 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court or designated by Contracting Officer, as applicable, and shall be authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, services, and training, are reflected in the Exhibit D - Cost Estimate, when incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.

2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.

3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.

4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.

5. The obligations under this Agreement are performable in Montgomery County, Texas.

6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

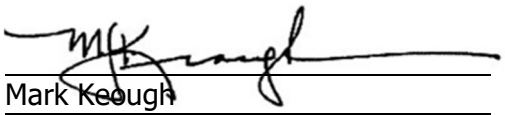
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed or emailed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

July 15, 2025
Date

Signature: 
Printed name: Mark Keough
Title: County Judge
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Elections Office
Address: P. O. Box 2646
City, State, Zip: Conroe, Texas 77305-2646
Telephone: (936) 539-7843
Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone: ( )
Fax: ( )
Email:

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone: ( )
Fax: ( )
Email:

Date

Signature:
Printed name:
Title:
Political Subdivision:
Address:
City, State, Zip:
Telephone: ( )
Fax: ( )
Email:

Splendora ISD Board of Trustees
Agenda Item Information Form

BOARD MEETING DATE: August 17, 2026

AGENDA ITEM NAME: Approve the Election Service Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026 election.

THIS ITEM RELATES TO STRATEGIC PLAN PILLAR(S): Fiscal & Operational Systems

BACKGROUND INFORMATION: General Election for Board of Trustees Positions 1, 2, and 3, November 3, 2026

ADMINISTRATIVE RECOMMENDATION: Administration recommends the approval of the Election Service Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026, election.

ATTACHMENTS: Election Service Agreement

BUDGET INFORMATION: N/A

RESOURCE PERSONNEL: Superintendent Dr. Dustin Bromley

RECOMMENDED MOTION: I make a motion to approve the Election Service Agreement between Splendora Independent School District and Montgomery County Election Administrator for the November 3, 2026, election.

ELECTION SERVICES AGREEMENT

STATE OF TEXAS ()
COUNTY OF MONTGOMERY ()

THIS CONTRACT ("Agreement"), including all attachments and Exhibits hereto, is made this date countersigned by the governing body of the Political Subdivision, by and between the Political Subdivision of Splendora ISD, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 3, 2026 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 3, 2026 Election. Montgomery County's certified Hart InterCivic Verity Voting System Version 2.5 voting system is to be used in the November 3, 2026 Joint Election, hereinafter called "Joint Election."

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

   (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.

   (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.

   (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement

polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the election judges and deputy early voting clerks. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.

(e) Prepare and test voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.

(g) Provide, in English and Spanish, the legal notice of the date, time, and place of the required public logic and accuracy tests and the first test of automatic tabulating equipment on the Montgomery County website. Prepare test materials and conduct internal election testing and the required public logic and accuracy tests and tests of tabulation equipment. Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).

(h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) Conduct a post-election hand count audit as provided by Section 127.201 of the Texas Election Code if required for the County election, or if Political Subdivision otherwise provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall post the results of any such count on the Montgomery County website and, in accordance with Section 127.201(e) of the Texas Election Code, deliver a written report of the results of any such count to the Office of the Secretary of State.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION**. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body, as provided and authorized by law. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post, and publish all required election notices for Political Subdivision, with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish and/or post on the Montgomery County website, as provided. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political

Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

(g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names and measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.

(h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

Mail	Email*	Fax*
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	election.ballot@mctx.org	(936) 788-8340

*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

(i) Appoint election officials as appointed by Montgomery County Commissioners Court and the County Election Board or recommended by Contracting Officer, as applicable.

(j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.

(k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.

(l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.

(m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a post-election hand count audit of precincts and races or a waiver of the hand count audit. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

(n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State, if required, unless both parties agree that Contracting Officer will submit precinct reports.

(o) Pay a deposit, if required, of 60% of its estimated total cost, per the Exhibit D Cost Estimate, if provided, within thirty days from the date of the Exhibit D Cost Estimate. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than any deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the total final cost of the election. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.

(c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

(d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy any such situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.

(f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.

(g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt by Contracting Officer of the fully executed Agreement(s).

(h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.

(i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a $1,000 contract

preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.

(k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. If requested by Contracting Officer, Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. The number of early voting locations and/or Election Day polling locations in a runoff election may be reduced. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the polling places must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the posting of the notice of the public logic and accuracy tests and the first test of automatic tabulating equipment, which Contracting Officer will post.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

[Remainder of this page intentionally left blank; signature page(s) to follow.]

MONTGOMERY COUNTY, TEXAS

June 23, 2026
Date Signed

By: _____
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

Splendora ISD
"Political Subdivision"

_____
Date Signed

By: _____
Name: Dustin Bromley
Title: Superintendent
Address: 23419 FM 2090
City, State, Zip: Splendora , Tx 77372
Phone: 281-689-3128 Fax: 281-689-7509
Email: dbromley@splendoraisd.org