NOTICE OF REGULAR BOARD MEETING OF THE

PINEYWOODS COMMUNITY ACADEMY BOARD OF DIRECTORS

Notice is hereby given that on Thursday, August 28, 2025, the Board of Directors of the Pineywoods Community Academy will hold a Regular Board Meeting beginning at 6:00 PM at Board Meeting Room (3rd Floor), 601 South Raguet, Lufkin, Texas 75904. The subjects to be discussed are listed on the agenda which is attached to and made a part of this Notice.

If, during the course of the meeting the Board of Directors should determine that a closed or executive meeting or session of the Board of Directors is required, then such closed or executive meeting or session is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the by the Board of Directors at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Board of Directors may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act.

Texas Government Code Section:

551.071	Private consultation with the board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for perspective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.076	Considering the deployment, specific occasions for, or implementation of, security personnel or devices
551.082	Considering discipline of a public charter school child, or complaint or charge against personnel.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
551.084	Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the Board of Directors with regard to any matter considered in such closed or executive meeting, then the final action, final decision, or final vote shall be either:

(a) In the open meeting covered by the Notice upon the reconvening of the public meeting; or
(b) At a subsequent public meeting of the Board of Directors upon notice thereof; as the Board of Directors shall determine.

PINEYWOODS COMMUNITY ACADEMY
BOARD OF DIRECTORS

Thursday, August 28, 2025

Regular Board Meeting
6:00 PM

Pineywoods Community Academy

AGENDA

I. Call to Order
Board President

II. Roll Call
Board President

III. Invocation
President

IV. Pledges
President

V. Citizen Comments

VI. Approval of Minutes
Board President

VII. Superintendent's Report
Dr. Damon Adams

A. Update on enrollment and construction project.

VIII. Financial Report
Tammi Haden

A. Monthly Financial Reports
Tammi Haden

B. Adopt the 25-26 Budget
Tammi Haden

IX. Information Items

X. Consent Items

A. Adoption Of Board Policies:
PG-1.201 Board Meetings
PG-1.206 Parent Engagement
PG-1.406 Security Officers
PG-2.114 Student Health Curriculum
PG-3.318 Concussion Response
PG-3.321 Student Health Advisory Council
PG-3.506 Student Activities
PG-4.204 Reporting Employee Misconduct
PG-4.212 Prohibition of Diversity, Equity, and Inclusion
PG- 4.213 Instructional Requirements and Prohibitions

B. Final Budget Amendment
Tammi Haden

C. Fire Alarm System Replacement at Dr. Sarah Strinden Elementary- $27,995
Steven Rayburn

D. Purchase new bus from Longhorn Bus Sales- price not to exceed $180,000 (including wrap) from reserve funds (2026-2027 delivery)
Dr. Damon Adams

E. 2025-2026 T-PESS Principal Appraisers- Dr. Damon Adams
Catharine Squyres

F. Angelina College / ETCC / Legends Fall 2025 Tuition, Books, and Fees
Candice Hardin

G. LASO Strong Foundations Planning & Implementation Provider
Catharine Squyres

H. Purchase 2025 Chevrolet Suburban- $60,631 (reserve funds)
TIPS Contract: 210907
Dr. Damon Adams

XI. Presentation/Discussion Items & Possible Action

A. 2025 Accountability Ratings
Amanda Minshew

XII. Future Business

A. August 29, 2025 - Student and Staff Holiday

B. September 1, 2025 - Student and Staff Holiday

C. September 12, 2025 - Staff Development Day/No Students

D. September 19, 2025 - Student and Staff Holiday

E. September 26, 2025 - Comuplsory Intervention Days

F. September 29, 2025 - Regular Board Meeting

XIII. Executive Session

A. Discussion of Professional Personnel (TX Govt. Code 551.074)
Board President

B. Attorney Consultation (TX Govt. Code 551.071)
Board President

C. Discussion of Real Property (TX Govt. Code 551.072)

D. Discussion of Personally Identifiable Student Information (TX Govt. Code 551.0821)

E. Discussion of Safety & Security (TX Govt. Code 551.076)

XIV. Reconvene from Executive Session
Board President

A. Discussion & Possible Approval of Action Arising from Executive Session
Board President

B. Possible Approval of Professional Personnel
Board President

XV. Adjournment
Board President

PINEYWOODS COMMUNITY ACADEMY

2025-2026 Proposed Budget

August 28, 2024

		420 General	240 Food Svc		
	REVENUE:				
	Local & Other	$433,000	$212,000		
	State Programs	12,945,206	25,940		
	Federal Programs	15,000	481,109		
	Total Revenue	**13,393,206**	**719,049**	**14,112,255**	

FUNCTION	EXPENDITURES:				
11	Instruction	7,618,428	0		
13	Curriculum -Instruction	410,258	0		
21	Instructional Administration	307,693	0		
23	School Administration	585,612	0		
31	Guidance and Counseling Services	302,471	0		
33	Health Services	159,071	0		
34	Pupil Transportation	134,222	0		
35	Food Service	34,630	719,049		
36	Co-curricular Activities	257,636	0		
41	General Administration	930,698	0		
51	Plant Maintenance and Operation	2,159,258	0		
52	Security Services	188,579	0		
53	Computer Processing	584,366	0		
61	Community Services	207,888	0		
71	Debt Service	846,381	0		
	Sub Total	14,727,191	719,049		15,446,240
	Depreciation Expense (Non Cash)	-1,333,985			-1,333,985
	Total	**$13,393,206**	**$719,049**		**$14,112,255**

Potential Capital Purchases From Reserve Funds	
Fire Alarm	35,000.00
District Vehicle	65,000.00
Bus	180,000 Includes Wrap
District Vehicle	65,000

Sec. 1. ESTABLISHMENT OF A STUDENT HEALTH ADVISORY COUNCIL

The Board shall establish a local student health advisory council ("SHAC"). *Education Code 12.104(b)(3)(DD)*; *28.004*.

The purposes of the SHAC are (1) to assist Pineywoods Community Academy in ensuring that local community values are reflected in the school's health education instruction and (2) to make recommendations before Pineywoods Community Academy changes its health education curriculum or instruction. *Education Code 28.004(a), (b)*.

a) *SHAC Membership*

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

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

1. Classroom teachers employed by Pineywoods Community Academy;
2. School counselors certified under Education Code Chapter 21, Subchapter B, employed by Pineywoods Community Academy;
3. School administrators employed by Pineywoods Community Academy;
4. Pineywoods Community Academy students;
5. Health-care professionals licensed or certified to practice in this state, including medical or mental health professionals;
6. The business community;
7. Law enforcement;
8. Senior citizens;
9. The clergy;
10. Nonprofit health organizations; and
11. Local domestic violence programs.

Education Code 28.004(d).

b) *SHAC Duties*

The duties of the SHAC include recommending:

1. The number of hours of instruction to be provided in:
    a. Health education in kindergarten through grade eight; and

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b. If Pineywoods Community Academy requires health education for high school graduation, health education, including physical health education and mental health education, in grades 9 through 12;

2. Policies, procedures, strategies, and curriculum appropriate for specific grade levels designed to prevent physical health concerns, including obesity, cardiovascular disease, Type 2 diabetes, and mental health concerns, including suicide, through coordination of:
   a. Health education, which must address physical health concerns and mental health concerns to ensure the integration of physical health education and mental health education
   b. Physical education and physical activity;
   c. Nutrition services;
   d. Parental involvement;
   e. Instruction on substance abuse prevention;
   f. School health services including mental health services;
   g. A comprehensive school counseling program;
   h. A safe and healthy school environment; and
   i. Employee wellness;
3. Appropriate grade levels and methods of instruction for human sexuality instruction'
4. Strategies for integrating curriculum components specified in subparagraph 2 with the following elements in a coordinated school health program for the school:
   a. School health services, including physical health service and mental health services, if provided at a campus by Pineywoods Community Academy or a third party under a contract with the school;
   b. A comprehensive school counseling program;
   c. A safe and healthy school environment; and
   d. School employee wellness;
5. If feasible, joint use agreements or strategies for collaboration between Pineywoods Community Academy and community organizations or agencies;
6. Strategies to increase parental awareness regarding:
   a. Risky behaviors and early warning signs of suicide risks and behavioral health concerns, including mental health disorders and substance use disorders; and
   b. Available community programs and services that address risky behaviors, suicide risks, and behavioral health concerns;
7. Appropriate grade levels and curriculum for instruction regarding the dangers of opioids, including instruction on:
   a. Opiate addiction and abuse, including addiction to and abuse of synthetic opioids such as fentanyl; and
   b. Methods of administering an opioid antagonist, as defined by Health and Safety Code 483.101; and
8. Appropriate grade levels and curriculum for instruction regarding child abuse, family violence, dating violence, and sex trafficking, including likely warning signs that a child may be at risk for sex trafficking, provided that the SHAC's recommendations do not

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conflict with the essential knowledge and skills developed by the State Board of Education.

Education Code 28.00(c).
Any joint use agreement that Pineywoods Community Academy and a community organization or agency enter into based on a recommendation of the SHAC must address liability for Pineywoods Community Academy and community organization or agency in the agreement. *Education Code 28.004(n)*.

The SHAC shall consider and make policy recommendations to Pineywoods Community Academy concerning the importance of daily recess for elementary students. The SHAC must consider research regarding unstructured and undirected play, academic and social development, and the health benefits of daily recess in making the recommendations. The SHAC shall ensure that local community values are reflected in any policy recommendation made to Pineywoods Community Academy. *Education Code 28.004(l)*.

The SHAC shall make policy recommendations to Pineywoods Community Academy to increase parental awareness of suicide-related risk factors and warning signs and available community suicide prevention services. *Education Code 28.004(o)*.

Sec. 2. SHAC MEETINGS

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

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

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

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

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Sec. 3. SHAC SUBCOMMITTEE

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

Sec. 4. REQUIRED REPORTS

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

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

Education Code 28.004(m).

Sec. 5. REQUIRED NOTIFICATIONS

Pineywoods Community Academy shall publish in the student handbook and on the Pineywoods Community Academy Internet website, if the school has a website:

1. A statement of the policies and procedures adopted to promote the physical health and mental health of students, the physical health and mental health resources available at each campus, contact information for the nearest providers of essential public health services under Chapter 121, Health and Safety Code, and the contact information for the nearest local mental health authority;
2. A statement of the policies adopted to ensure that elementary school, middle school, and junior high school students engage in at least the amount and level of physical activity required by Education Code 28.002(1);
3. A statement of:
    a. The number of times during the preceding year the SHAC has met;
    b. Whether Pineywoods Community Academy has adopted and enforces policies to ensure that school campuses comply with Texas Education Agency vending machine and food service guidelines for restricting student access to vending machines; and
    c. Whether Pineywoods Community Academy has adopted and enforces policies and

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procedures that prescribe penalties for the use of e-cigarettes, as defined by Education Code 38.006, and tobacco products by students and others on school campuses or at school-sponsored or school-related activities;

d. A statement providing notice to parents that they can request in writing their child's physical fitness assessment results at the end of the school year; and
e. For each Pineywoods Community Academy campus, a statement of whether the campus has a full-time nurse or full-time school counselor.

Education Code 28.004(k).

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Sec. 1. APPLICABILITY OF UIL RULES AND SCHOOL POLICIES

A student enrolled in Pineywoods Community Academy who participates in an extracurricular activity or a University Interscholastic League ("UIL") competition is subject to Pineywoods Community Academy policy and UIL rules regarding participation only when the student is under the direct supervision of a Pineywoods Community Academy employee or at any other time specified by resolution of the Board. *Education Code 33.081(b)*.

a) *UIL Forms*

Each student participating in an extracurricular athletic activity must complete the UIL forms entitled "Preparticipation Physical Evaluation — Medical History" and "Acknowledgement of Rules." Each form must be signed by both the student and the student's parent or guardian. *Education Code 33.203(a)*.

If Pineywoods Community Academy offers an extracurricular athletic activity, it shall:

1. Prominently display at its administrative offices the telephone number and electronic mail address that the Commissioner maintains for reporting violations of Education Code Chapter 33, Subchapter F; and
2. Provide each student participant and the student's parent or guardian a copy of the text of Education Code 33.201–33.207 and a copy of the UIL's parent information manual. The document may be provided in an electronic format unless otherwise requested by a student, parent, or guardian.

Education Code 33.207(b), .208.

b) *Safety Training*

The UIL shall provide training to students participating in an extracurricular athletic activity related to:

1. Recognizing the symptoms of potentially catastrophic injuries, including head and neck injuries, concussions, injuries related to second impact syndrome, asthma attacks, heatstroke, cardiac arrest, and injuries requiring use of a defibrillator; and
2. The risks of using dietary supplements designed to enhance or marketed as enhancing athletic performance.

The training must be conducted by the UIL or by another organization as determined by the UIL, including the American Red Cross, the American Heart Association, or a similar organization. *Education Code 33.202(d)–(e)*.

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i. *Records*

The Superintendent shall maintain complete and accurate records of Pineywoods Community Academy's compliance with Education Code 33.202, and Pineywoods Community Academy shall make available to the public proof of compliance for each person enrolled in, employed by, or volunteering for Pineywoods Community Academy who is required to receive safety training described by Education Code 33.202.

A campus that is determined by the Superintendent to be out of compliance with the safety training requirements or the requirements regarding unsafe practices and safety precautions (see below) shall be subject to the range of penalties determined by the UIL.

Education Code 33.206.

c) *Safety Precautions*

A coach, trainer, or sponsor of an extracurricular athletic activity may not encourage or permit a student participant to engage in any unreasonably dangerous athletic technique that unnecessarily endangers the health of a student, including using a helmet or any other sports equipment as a weapon. *Education Code 33.204*.

A coach, trainer, or sponsor for an extracurricular athletic activity shall at each athletic practice or competition ensure that:

1. Each student participant is adequately hydrated;
2. Any prescribed asthma medication for a student participant is readily available to the student;
3. Emergency lanes providing access to the practice or competition area are open and clear; and
4. Heatstroke prevention materials are readily available.

If a student participating in an extracurricular athletic activity, including a practice or competition, becomes unconscious during the activity, the student may not:

1. Return to the activity during which the student became unconscious; or
2. Participate in any extracurricular athletic activity until the student receives written authorization for such participation from a physician.

Education Code 33.205.

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d) *Prevention, Treatment, and Oversight of Concussions*

i. *Concussion Oversight Team*

If students participate in interscholastic athletic activity, the Board shall appoint or approve a concussion oversight team. *Education Code 38.153(a)*.

Each concussion oversight team must include at least one physician and, to the greatest extent practicable, considering factors including the population of the metropolitan statistical area in which Pineywoods Community Academy is located, Pineywoods Community Academy enrollment, and the availability of and access to licensed health-care professionals, must also include one or more of the following: an athletic trainer, an advanced practice nurse, a neuropsychologist, or a physician assistant. If Pineywoods Community Academy employs an athletic trainer, the athletic trainer must be a member of the concussion oversight team. If Pineywoods Community Academy employs a school nurse, the school nurse may be a member of the concussion oversight team if requested by the school nurse.

Pineywoods Community Academy may also include any person licensed under Occupations Code Chapter 201 (chiropractors) or Chapter 453 (physical therapists) as a member of the concussion oversight team, provided the person meets all training requirements under this policy.

Each member of the concussion oversight team must have had training in the evaluation, treatment, and oversight of concussions at the time of appointment or approval as a member of the concussion oversight team. The members also must take a training course approved by the UIL, the Texas Department of Licensing and Regulation, or another appropriate licensing agency at least once every two years and submit proof of timely completion to the Superintendent or designee in accordance with Education Code 38.158.

Education Code 38.154, .158.

ii. *Return-to-Play Protocol*

Each concussion oversight team shall establish a return-to-play protocol, based on peer-reviewed scientific evidence, for a student's return to interscholastic athletics practice or competition following the force or impact believed to have caused a concussion. *Education Code 38.153(b)*.

iii. *Removal from Play*

A student shall be removed from an interscholastic athletics practice or competition immediately if one of the following persons believes the student might have sustained a concussion during the practice or competition: a coach; a physician; a licensed healthcare professional, as defined by Education Code 38.151(5); a licensed chiropractor; a school nurse; or the student's parent or

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guardian or another person with legal authority to make medical decisions for the student. *Education Code 38.156*.

iv. *Required Annual Form*

A student may not participate in an interscholastic athletic activity for a school year until both the student and the student's parent or guardian or another person with legal authority to make medical decisions for the student have signed a form for that school year that acknowledges receiving and reading written information that explains concussion prevention, symptoms, treatment, and over-sight and that includes guidelines for safely resuming participation in an athletic activity following a concussion. The form must be approved by the UIL. *Education Code 38.155*.

A student shall be removed from an interscholastic athletics practice or competition immediately if one of the following persons believes the student might have sustained a concussion during the practice or competition: a coach; a physician; a licensed health care professional, as defined by Education Code 38.151(5); a person licensed under Chapter 201, Occupations Code; a school nurse; or the student's parent or guardian or another person with legal authority to make medical decisions for the student. *Education Code 38.156*.

v. *Return to Play*

A student removed from an interscholastic athletics practice or competition under Education Code 38.156 may not be permitted to practice or compete again following the force or impact believed to have caused the concussion until:

1. The student has been evaluated, using established medical protocols based on peer-reviewed scientific evidence, by a treating physician chosen by the student or the student's parent or guardian or another person with legal authority to make medical decisions for the student;
2. The student has successfully completed each requirement of the return-to-play protocol established under Education Code 38.153 necessary for the student to return to play;
3. The treating physician has provided a written statement indicating that, in the physician's professional judgment, it is safe for the student to return to play; and
4. The student and the student's parent or guardian or another person with legal authority to make medical decisions for the student have acknowledged that the student has completed the requirements of the return-to-play protocol necessary for the student to return to play, have provided the treating physician's written statement to the person responsible for compliance with the return-to-play protocol and the person who has supervisory responsibilities, and have signed a consent form indicating that the person signing:
   a. Has been informed concerning and consents to the student participating in returning to play in accordance with the return-to-play protocol;
   b. Understands the risks associated with the student returning to play and will comply

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with any ongoing requirements in the return-to-play protocol;

c. Consents to the disclosure to appropriate persons, consistent with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, of the treating physician's written statement and, if any, the return-to-play recommendations of the treating physician; and
d. Understands the immunity provisions under Education Code 38.159.

A coach of an interscholastic athletics team may not authorize a student's return to play.

The Superintendent or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol. The person who has supervisory responsibilities may not be a coach of an interscholastic athletics team.

Education Code 38.157.

e) *Participation in UIL Activities by Students Receiving Outpatient Mental Health Students*

Pineywoods Community Academy may not adopt or enforce policies that restrict participation in UIL activities by a student based solely on:

1. A student receiving outpatient mental health services from a mental health facility, as defined by Health and Safety Code 571.003; or
2. A student's absence during instructional time while receiving outpatient mental health services from a mental health facility, as defined by Health and Safety Code 571.003.

This requirement does not exempt a student to whom this section applies from any other eligibility requirements for participation in UIL activities.

Education Code 33.0832.

f) *Participation in UIL Activities by Homeschool Students*

Pineywoods Community Academy does not grant non-enrolled students the opportunity to participate in UIL activities on behalf of the school. Only students enrolled in Pineywoods Community Academy are eligible to participate in UIL activities on behalf of Pineywoods Community Academy.

Education Code 33.0832(c-2).

Sec. 2. CARDIAC ASSESSMENT OF HIGH SCHOOL PARTICIPANTS IN EXTRACURRICULAR ATHLETIC ACTIVITIES

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To the extent required by the UIL, Pineywoods Community Academy will provide a student who is required under UIL rule or policy to receive a physical examination before being allowed to participate in an athletic activity sponsored or sanctioned by the UIL information about sudden cardiac arrest and electrocardiogram testing and notification of the option of the student to request the administration of an electrocardiogram in addition to the physical examination.

A student may request an electrocardiogram from any health professional, including a health care professional provided through a health care professional chosen by the parent or person standing in parental relation to the student, provided the health care professional is:

1. Appropriately licensed in Texas; and
2. Authorized to administer an interpret electrocardiograms under the health care professional's scope of practice, as established by the health care professional's Texas licensing act.

This section does not create a cause of action or liability or a standard of care, obligation, or duty that provides a basis for a cause of action or liability against a health care professional, the UIL, or a Pineywoods Community Academy employee or officer for:

1. The injury or death of a student participating in or practicing for an athletic activity sponsored or sanctioned by the UIL based on or in connection with the administration or interpretation of or reliance on an electrocardiogram; or
2. The content or distribution of the information required under this section or the failure to distribute the required information under this section.

Education Code 33.096.

Sec. 3. MILITARY DEPENDENTS

Pineywoods Community Academy shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified. *Education Code 162.002 art. VI, § B*.

Sec. 4. SUSPENSION FROM EXTRACURRICULAR ACTIVITIES

A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by Pineywoods Community Academy or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than a course described below at "Exempt Courses."

a) *Length of Suspension*

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A suspension continues for at least three school weeks and is not removed during the school year until the conditions of Education Code 33.081(d) are met. A suspension shall not last beyond the end of a school year.

b) *Grade Evaluation Period*

"Grade evaluation period" means:

1. The six-week grade reporting period; or
2. The first six weeks of a semester and each grade reporting period thereafter, in the case of a district with a grade reporting period longer than six weeks.

Education Code 33.081(c).

c) *School Week*

For purposes of this policy, the school week is defined as beginning at 12:01 a.m. on the first instructional day of the calendar week and ending at the close of instruction on the last instructional day of the calendar week, excluding holidays. *19 TAC 76.1001(b).*

d) *Exempt Courses*

The suspension and reinstatement provisions of Education Code 33.081(c) and (d) do not apply to an advanced placement or international baccalaureate course, or to an honors or dual credit course in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English.

The following are honors classes for purposes of eligibility to participate in extracurricular activities:

1. All College Board Advanced Placement courses and International Baccalaureate courses in all disciplines;
2. English language arts: high school/college concurrent enrollment classes that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)";
3. Languages other than English: high school/college concurrent enrollment classes that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)" and languages other than English courses Levels IV–VII;
4. Mathematics: high school/college concurrent enrollment classes that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)" and precalculus;
5. Science: high school/college concurrent enrollment classes that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)"; and
6. Social Studies: Social Studies Advanced Studies, Economics Advanced Studies, and high

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school/college concurrent enrollment classes that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)."

Pineywoods Community Academy may identify additional honors courses in the subject areas of English language arts, mathematics, science, social studies, or a language other than English for the purposes of extracurricular eligibility, but must identify such courses before the semester in which any exemptions related to extracurricular activities occur.

Pineywoods Community Academy is neither required to nor restricted from considering courses as honors for the purpose of grade point average calculation.

Education Code 33.081(d-1); *19 TAC 74.30*.

e) *Students with Disabilities*

In the case of a student with a disability that significantly interferes with the student's ability to meet regular academic standards, suspension must be based on the student's failure to meet the requirements of the student's individualized education program ("IEP"). The determination of whether the disability significantly interferes with the student's ability to meet regular academic standards must be made by the admission, review, and dismissal ("ARD") committee.

For the purposes of this provision, "student with a disability" means a student who is eligible for Pineywoods Community Academy's special education program under Education Code 29.003(b).

Education Code 33.081(e).

f) *Practice or Rehearsal*

A student suspended under Education Code 33.081 may practice or rehearse with other students for an extracurricular activity but may not participate in a competition or other public performance. *Education Code 33.081(f)*.

g) *Reinstatement*

Until the suspension is removed or the school year ends, Pineywoods Community Academy shall review the grades of a student at the end of each three-week period following the date on which the suspension began. At the time of a review, the suspension is removed if the student's grade in each class, other than a course described above at "Exempt Courses," is equal to or greater than the equivalent of 70 on a scale of 100. The principal and each of the student's teachers shall make the determination concerning the student's grades. *Education Code 33.081(d)*.

Sec. 5. ATTENDANCE AND PARTICIPATION

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Pineywoods Community Academy shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. A student shall be allowed in a school year a maximum of ten extracurricular absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition.

a) *State Board of Education Rules*

The following provisions apply to any UIL activity.

Other organizations requiring student participation that causes a student to miss a class may request sanction from the Board. If sanctioned by resolution of the Board, student participation in the organization's activities shall be subject to all provisions of 19 TAC 76.1001. If the Board does not grant sanction, any absences incurred by a student while participating with that organization's activities shall be subject to the attendance provisions of the Education Code. *19 TAC 76.1001(f)*.

b) *Extracurricular Activities*

An extracurricular activity is an activity sponsored by the UIL, the Board, or an organization sanctioned by Board resolution. The extracurricular activity is not necessarily directly related to instruction of the essential knowledge and skills, but may have an indirect relation to some areas of the curriculum.

Extracurricular activities include, but are not limited to, public performances (except as described below), contests, demonstrations, displays, and club activities. In addition, an extracurricular activity is subject to this policy if any one of the following criteria applies:

1. The activity is competitive;
2. The activity is held in conjunction with another activity that is considered extracurricular;
3. The activity is held off-campus, except in a case in which adequate facilities do not exist on campus;
4. The general public is invited; or
5. An admission is charged.

i. *Exception – Public Performances*

A student ineligible to participate in an extracurricular activity, but who is enrolled in a state-approved course that requires demonstration of the mastery of the essential knowledge and skills in a public performance, may participate in the performance if:

1. Only item 4, above, applies; and

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2. The requirement for student participation in public is stated in the essential knowledge and skills of the course.

ii. *State-Approved Music Courses*

A student ineligible to participate in an extracurricular activity, but who is enrolled in a state-approved music course that participates in UIL Concert and Sight-Reading Evaluation, may perform with the ensemble during the UIL Evaluation performance.

19 TAC 76.1001(a).

a) *Limits on Participation and Practice*

i. *During the School Week*

Limitations on practice, rehearsal, and student participation during the school week shall be as follows:

1. For any given extracurricular activity, a student may not participate in more than one extracurricular activity per school week, excluding holidays, except as provided in item 2, below.
2. A student may also participate in a tournament or post-district contest, as well as a contest postponed by weather or public disaster that may determine advancement to a post-district level of competition.
3. For each extracurricular activity, Pineywoods Community Academy must limit students to a maximum of eight hours of practice and rehearsal outside the school day per school week.
4. If possible, Pineywoods Community Academy should avoid scheduling extracurricular activities or public performances on the day or evening immediately preceding the day on which the statewide student assessment program is scheduled for grades 3–11.

19 TAC 76.1001(d); *Education Code 33.081(a)*.

ii. *During the School Day*

Limitations on practice and rehearsal during the school day shall be as follows:

1. Pineywoods Community Academy must limit a student to one period of practice during the regularly scheduled school day for practice of extracurricular activities, such as athletics, drill team, or cheerleading.
2. The limit in item 1 does not prohibit a student from enrolling in any state-approved class. A student who is enrolled in a state-approved class that includes essential knowledge and skills that relate to the preparation for an extracurricular activity may practice that

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extracurricular activity for no more than one period during the school day.
3. A student may not be permitted to miss a scheduled academic class to practice for an unrelated extracurricular activity.
4. Pineywoods Community Academy must limit extracurricular practice during the school day to ensure that class periods for extracurricular practice do not exceed the time allotted for other class periods.
5. Pineywoods Community Academy may elect to practice extracurricular activities daily, provided the total minutes allowed for the extracurricular practice is not greater than 300 minutes during the school week.

19 TAC 76.1001(d); *Education Code 33.081(a)*.

b) *Record of Absences*

Pineywoods Community Academy shall maintain an accurate record of extracurricular absences for each student each school year. *19 TAC 76.1001(c)*.

Sec. 6. CHILD WATER SAFETY REQUIREMENTS

If Pineywoods Community Academy authorizes a child to engage in an organized water activity, the school shall require the parent or legal guardian of each child under 12 years of age to affirm in writing whether the child is able to swim or is at risk of injury or death when swimming or otherwise accessing a body of water. For purposes of this policy, an "organized water activity" means any activity in which a participant will enter or travel on a body of water as part of the activity.

For each child who is unable to swim or is at risk of injury or death when swimming or otherwise entering a body of water, Pineywoods Community Academy will provide a properly fitted and fastened Type I, II, or III United States Coast Guard approved personal flotation device or equivalent device and ensure the child is wearing the personal floatation device and that the device is properly fitted and fastened for the child.

Pineywoods Community Academy is not required to provide a child with a flotation device or ensure the child is wearing the device if the child is actively participating in swim instruction or a competition and Pineywoods Community Academy ensures each child participating in the instruction or a competition is closely supervised during the instruction or competition.

Health & Safety Code 341.0646.

Sec. 7. APPLICABILITY OF SCHOOL POLICY STUDENT CODE OF CONDUCT

Students are subject to Pineywoods Community Academy policies and rules, including the Student

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Handbook and Student Code of Conduct, at any time the student is traveling to, participating in, attending an extracurricular or school-related event or activity on or off Pineywoods Community Academy property, or when under the direct supervision of a Pineywoods Community Academy employee.

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PART I: DEFINITIONS

In this policy:

1. "Abuse" has the meaning assigned by Family Code 261.001 and includes any sexual conduct involving a student or minor.

2. "SBEC" means the State Board for Educator Certification.

3. "Registry" means the registry of persons who are not eligible to be employed by or act as a service provider for an educational entity maintained under Education Code 22A.151.

4. "Service provider" means a person who provides services to Pineywoods Community Academy. The term includes:
    a. A contractor or subcontractor for Pineywoods Community Academy;
    b. A provider of tutoring services for Pineywoods Community Academy;
    c. An entity that has entered into a contract to operate a school district campus under Education Code 11.174;
    d. A staffing provider for Pineywoods Community Academy; and
    e. A person employed by or under the control of a person described in item (a), (b), (c), or (d) above.

Education Code 22A.001.

PART II: REPORTING EDUCATOR MISCONDUCT TO SBEC

Sec. 1. REPORTING OBLIGATIONS

a) *Matters to Report*

In addition to the reporting requirements under Family Code 261.101, the Superintendent shall notify SBEC if:

1. An educator employed by or seeking employment with Pineywoods Community Academy has a criminal record and Pineywoods Community Academy obtained information about the educator's criminal record by a means other than the criminal history clearinghouse established by the Texas Department of Public Safety.
2. An educator's employment with Pineywoods Community Academy was terminated and there is evidence that the educator:
    a. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat

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of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;
   b. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor;
   c. Engaged in inappropriate communications with a student or minor, as defined by SBEC rule;
   d. Failed to maintain appropriate boundaries with a student or minor, as defined by SBOE rules;
   e. Possessed, transferred, sold, or distributed a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. § 801 *et seq.*;
   f. Illegally transferred, appropriated, or expended Pineywoods Community Academy property or funds;
   g. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for purposes of promotion or additional compensation; or
   h. Committed a crime or any part of a crime while on Pineywoods Community Academy property or at a school-sponsored event.
3. The educator resigned and reasonable evidence supported a recommendation to terminate the individual because he or she engaged in misconduct described in paragraph 2 above.
4. The Superintendent becomes aware of evidence that an educator employed by Pineywoods Community Academy engaged in the following misconduct:
   a. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;
   b. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor;
   c. Engaged in inappropriate communications with a student or minor, as defined by SBEC rule; or
   d. Failed to maintain appropriate boundaries with a student or minor, as defined by SBOE rules.
5. The educator engaged in conduct that violated the assessment instrument security procedures established by Education Code section 39.0301.

Education Code 22A.051(a); *19 TAC 249.14(d)*.

b) *Report by Principal*

The Principal of a Pineywoods Community Academy campus must notify the Superintendent:

1. Except as provided by subsection 2, not later than the seventh business day after the date:
   a. Of an educator's termination of employment or resignation following an alleged incident of misconduct described in Part II(1)(a) above; or

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b. The Principal knew about an educator's criminal record under Part II(1)(a)(1) above; or;
2. Not later than 48 hours after the Principal becomes aware of evidence of misconduct described in Part II(1)(a)(2)(a), (b), (c), or (d) above.

Education Code 22A.051(c).

c) *Timeline for Superintendent Report to SBEC*

The Superintendent must notify SBEC by filing a report:

1. Except as provided by subsection 2, not later than the seventh business day after the Superintendent :
   a. Receives notice from a Principal under Part II(1)(b) above; or
   b. Knew about an educator's termination of employment or resignation following an alleged incident of misconduct described in Part II(1)(a) above or an educator's criminal record under Part II(1)(a)(1) above;
2. Not later than 48 hours after the Superintendent:
   a. Receives notice from a Principal under Part II(1)(b); or
   b. Becomes aware of evidence of misconduct described in Part II(1)(a)(2)(a), (b), (c), or (d) above.

Education Code 22A.051(d).

d) *Contents of Report*

The Superintendent's report to SBEC must be:

1. In writing;
2. In a form prescribed by the SBEC; and
3. Filed through the Internet portal developed and maintained by the Texas Education Agency.

Education Code 22A.051(e).

The Superintendent's report must include the following information:

1. The name or names of any student or minor who is the victim of abuse or unlawful conduct by an educator; and
2. The factual circumstances requiring the report and the subject of the report by providing the following available information:
   a. Name and any aliases, certificate number (if any), or social security number;

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b. Last known mailing address and home and daytime phone numbers;
c. All available contact information for any alleged victim or victims;
d. Name or names and any available contact information of any relevant witnesses to the circumstances requiring the report;
e. Current employment status of the subject, including any information about proposed termination, notice of resignation, or pending employment actions; and
f. Involvement by a law enforcement or other agency, including the Texas Education Agency.

19 TAC 249.14(f).

The Superintendent shall include the name of a student or minor who is the victim of abuse or unlawful conduct by an educator, but the name of the student or minor is not public information under Government Code Chapter 552. *Education Code 21.006(h)*.

Sec. 2. REQUIREMENT TO COMPLETE INVESTIGATION

The Superintendent shall complete an investigation of an educator that involves evidence that the educator may have engaged in the following misconduct, despite the educator's resignation from employment before completion of the investigation:

1. An educator abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;
2. An educator was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor;
3. An educator engaged in inappropriate communications with a student or minor, as defined by SBEC rule; or
4. An educator failed to maintain appropriate boundaries with a student or minor, as defined by SBOE rules.

Education Code 22A.051(b).

Sec. 3. NOTICE OF REPORT

a) *Notice to the Board and Educator*

The Superintendent shall notify the Board and the educator of the filing of a report to the SBEC. *Education Code 22A.051(f)*.

b) *Notice Prior to Accepting Educator's Resignation*

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Before accepting an employee's resignation that requires the filing of a report to SBEC, the Superintendent shall inform the educator in writing that a report will be filed and that sanctions against his or her certificate may result as a consequence. The Superintendent shall also notify the Board before filing the report with SBEC. *19 TAC 249.14(d)(3)(A)-(B)*.

Sec. 4. IMMUNITY

The Superintendent, a director, or Principal who in good faith and while acting in an official capacity, files a report with SBEC under this policy or communicates with another superintendent, director, or principal concerning an educator's criminal record or alleged incident of misconduct is immune from civil or criminal liability that might otherwise be incurred or imposed. *Education Code 22A.051(g)*.

PART III: REPORTING EMPLOYEE OR SERVICE PROVIDER MISCONDUCT

Sec. 1. APPLICABILITY

Part III of this policy applies to a person who is employed by Pineywoods Community Academy and who does not hold a certification or permit issued under Subchapter B, Chapter 21 of the Texas Education Code; or a service provider for Pineywoods Community Academy who has or will have direct contact with students. *Education Code 22A.052(a)*.

Sec. 2. REPORTING OBLIGATIONS

a) *Matters to Report*

In addition to the reporting requirement under Family Code 261.101, the Superintendent shall notify the Commissioner of Education (the "Commissioner") if the Superintendent:

1. Becomes aware of evidence that a person described in Part III(1) engaged in the following misconduct:
    a. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;
    b. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor;
    c. Engaged in inappropriate communications with a student or minor, as defined by SBEC rule;
    d. Failed to maintain appropriate boundaries with a student or minor, as defined by SBOE rules; or

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2. Obtains criminal history record information relating to misconduct described above for a person described in Part III(1).

Education Code 22A.052(b).

b) *Report by Principal*

The Principal of a Pineywoods Community Academy campus must notify the Superintendent not later than 48 hours after the Principal becomes aware of evidence of an alleged incident of misconduct described by Part III(2)(a)(1)(a)-(d) above. *Education Code 22A.052(d)*.

c) *Report by Superintendent*

The Superintendent must notify the Commissioner by filing a report not later than 48 hours after the date the Superintendent:

1. Receives notice from a Principal under Part III(2)(b);
2. Knew about the termination or resignation from employment or cessation of services of a person described by Part III(a) following an alleged incident of misconduct described by Part III(2)(a)(1)(a)-(d); or
3. Becomes aware of evidence of misconduct described by Part III(2)(a)(1)(a)-(d).

Education Code 22A.052(e).

The Superintendent's report to the Commissioner must be:

1. In writing;
2. In a for prescribed by the Commissioner; and
3. Filed through the Internet portal developed and maintained by the Texas Education Agency.

Education Code 22A.052(f).

The name of a student or minor who is the victim of abuse or unlawful conduct must be included in the report, but the name of the student or minor is not public information under Chapter 552, Government Code. *Education Code 22A.052(j)*.

Sec. 3. REQUIREMENT TO COMPLETE INVESTIGATION

The Superintendent shall complete an investigation of a person described by Part III(1) that involves evidence that the employee may have engaged in misconduct described in Part III(2), despite the person's termination of or resignation from employment or cessation of services for

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Pineywoods Community Academy before completion of the investigation. *Education Code 22A.052(c)*.

Sec. 4. NOTICE OF REPORT

The Superintendent shall notify the Board and the person who is the subject of the report of the filing of the report required by Part III of this policy. *Education Code 22A.052(g)*.

Sec. 5. IMMUNITY

The Superintendent, director, or Principal who in good faith and while acting in an official capacity files a report under Part III is immune from civil or criminal liability that might otherwise be incurred or imposed. *Education Code 22A.052(h)*.

PART IV: NOTICE TO PARENTS OR GUARDIAN ABOUT MISCONDUCT

The Superintendent shall provide notice to the parent or guardian of a student with whom a person employed by or acting as a service provider for Pineywoods Community Academy is alleged to have engaged in the following misconduct:

1. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;
2. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual conduct with a student or minor;
3. Engaged in inappropriate communications with a student or minor, as defined by SBEC rule; or
4. Failed to maintain appropriate boundaries with a student or minor, as defined by SBOE rules.

The notice must inform the parent or guardian:

1. That the alleged misconduct occurred;
2. Whether the person was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to SBEC or the Texas Education Agency concerning the alleged misconduct.

The notice must be provided as soon as feasible after Pineywoods Community Academy becomes aware that alleged misconduct may have occurred.

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Sec. 1. DEFINITIONS

In this policy, "diversity, equity, and inclusion duties" means:

1. Influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;
2. Promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
3. Developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except:
    a. For the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts or open-enrollment charter schools; or
    b. As necessary to comply with state or federal law; and
4. Compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.

Education Code 11.005(a).

Sec. 2. PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION DUTIES

Except as required by state or federal law, Pineywoods Community Academy:

1. May not assign diversity, equity, and inclusion duties to any person; and
2. Prohibits a Pineywoods Community Academy employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of Pineywoods Community Academy.

Education Code 11.005(b).

Sec. 3. EMPLOYMENT ACTION

A Pineywoods Community Academy employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties is subject to disciplinary consequences in accordance with Pineywoods Community Academy's Employee Handbook, up to and including termination.

A Pineywoods Community Academy employee or contractor who receives discipline under this Policy may appeal the disciplinary consequence under Pineywoods Community Academy's employee grievance procedure or termination grievance procedure, whichever is applicable.

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Education Code 11.005(d).

Sec. 4. LIMITATIONS

This policy does not:

1. Limit or prohibit Pineywoods Community Academy from contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;
2. Limit or prohibit Pineywoods Community Academy from acknowledging or teaching the significance of state and federal holidays or commemorative months and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the Texas Essential Knowledge and Skills;
3. Affect a student's rights under the First Amendment of the United States Constitution or Section 8, Article I, Texas Constitution;
4. Limit or prohibit Pineywoods Community Academy from analyzing school-based causes and taking steps to eliminate unlawful discriminatory practices as necessary to address achievement gaps and differentials described by Education Code 39.053; or
5. Apply to:
    a. Classroom instruction that is consistent with the essential knowledge and skills adopted by the State Board of Education;
    b. The collection, monitoring, or reporting of data;
    c. A policy, practice, procedure, program, or activity intended to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity; or
    d. A student club that is in compliance with the requirements of Education Code 33.0815.

Education Code 11.005(e).

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Sec. 1. INSTRUCTIONAL REQUIREMENTS AND PROHIBITIONS

a) *Prohibited Discussions or Activities*

For any course or subject, including an innovative course, for a grade level from kindergarten through grade 12:

1. A teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs;
2. A teacher who chooses to discuss a topic described in subparagraph (1) shall explore that topic objectively and in a manner free from political bias;
3. Neither Pineywoods Community Academy nor a teacher may require, make part of a course, or award a grade or course credit, including extra credit, for a student's:
    a. Work for, affiliation with, or service learning in association with any organization engaged in:
        i. Lobbying for legislation at the federal, state, or local level, if the student's duties involve directly or indirectly attempting to influence social or public policy or the outcome of legislation; or
        ii. Social policy advocacy or public policy advocacy;
    b. Political activism, lobbying, or efforts to persuade members of the legislative or executive branch at the federal, state, or local level to take specific actions by direct communication; or
    c. Participation in any internship, practicum, or similar activity involving social policy advocacy or public policy advocacy; and
4. A teacher, administrator, or other employee of Pineywoods Community Academy may not:
    a. Require or make part of a course inculcation in the concept that:
        i. One race or sex is inherently superior to another race or sex;
        ii. An individual, by virtue of the individual's race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
        iii. An individual should be discriminated against or receive adverse treatment solely or partly because of the individual's race or sex;
        iv. An individual's moral character, standing, or worth is necessarily determined by the individual's race or sex;
        v. An individual, by virtue of the individual's race or sex, bears responsibility, blame, or guilt for actions committed by other members of the same race or sex;
        vi. Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race;
        vii. The advent of slavery in the territory that is now the United States constituted the true founding of the United States; or

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viii. With respect to their relationship to American values, slavery and racism are anything other than deviations from, betrayals of, or failures to live up to the authentic founding principles of the United States, which include liberty and equality;

b. Teach, instruct, or train any administrator, teacher, or staff member to adopt a concept listed under subparagraph (4)(a); or
c. Require an understanding of the 1619 Project.

Education Code 28.0022(a).

This Policy does not limit the teaching of or instruction in the Texas Essential Knowledge and Skills. *Education Code 28.0022(e)*.

Nothing in this Policy prohibits a teacher employed Pineywoods Community Academy from directing a classroom activity that involves students communicating with an elected official so long as Pineywoods Community Academy does not influence the content of a student's communication. *Education Code 28.0022(g)*.

Pineywoods Community Academy 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 subparagraph (4)(a). *Education Code 28.0022(c)*.

b) *Exception*

The prohibition against student courses, awards or grades, and extra credit described in Sec. 1(a)(3) above do not apply to a student's participation in:

1. Community charitable projects, such as building community gardens, volunteering at local food banks, or other service projects;
2. An internship or practicum:
    a. For which the student receives course credit under a career and technology education program or under the P-TECH program established under Education Code 29.553; and
    b. That does not involve the student directly engaging in lobbying, social policy advocacy, or public policy advocacy; or
3. A program that prepares a student for participation and leadership in this country's democratic process at the federal, state, or local level through the simulation of a governmental process, including the development of public policy.

Education Code 28.0022(b).

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Sec. 2. PENALTIES TO STUDENTS

Pineywoods Community Academy may not implement, interpret, or enforce any rule in a manner that would result in the punishment of a student for reasonably discussing the concepts described by Sec. 1(a)(4) in school or during a school-sponsored activity or have a chilling effect on reasonable student discussions involving those concepts in school or during a school-sponsored activity. *Education Code 28.0022(d)*.

Sec. 3. EMPLOYMENT ACTION

A Pineywoods Community Academy employee or contractor who intentionally or knowingly engages in or assigns to another person an act prohibited by this Policy is subject to disciplinary consequences in accordance with Pineywoods Community Academy's Employee Handbook, up to and including termination. *Education Code 22.0022(h)*.

Sec. 4. DISTRIBUTION

Pineywoods Community Academy shall provide a physical and electronic copy of this Policy and any procedures related to this Policy to each employee or contractor. *Education Code 22.0022.(h)*.

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PART I: BOARD MEETINGS IN GENERAL

Sec. 1. DEFINITIONS

a) *Deliberation*

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

b) *Meeting*

"Meeting" means a deliberation among a quorum of the Board, or between a quorum of the Board and another person, during which public business or public policy over which the Board has supervision or control is discussed or considered, or during which the Board takes formal action. "Meeting" also means a gathering:

1. That is conducted by the Board or for which the Board is responsible;
2. At which a quorum of members of the Board is present;
3. That has been called by the Board; and
4. At which Board members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of Pineywoods Community Academy about the public business or public policy over which the Board has supervision or control.

Gov't Code 551.001(4).

A communication or exchange of information between Board members about public business or public policy over which the Board has supervision or control does not constitute a meeting or deliberation for purposes of the Texas Open Meetings Act if the communication is posted to an online message board or similar Internet application in compliance with Government Code 551.006. *Gov't Code 551.006*.

The term "meeting" does not include:

1. The gathering of a quorum of the Board at a social function unrelated to the public business that is conducted by the Board;
2. The attendance by a quorum of the Board at a regional, state, or national convention or workshop, ceremonial event, or press conference; or
3. The attendance by a quorum of the Board at a candidate forum, appearance, or debate to inform the electorate, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, press conference, forum, appearance, or debate.

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Gov't Code 551.001(4).

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

c) *Recording*

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

d) *Videoconference Call*

"Videoconference call" means a communication conducted between two or more persons in which one or more of the participants communicates with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. *Gov't Code 551.001(8).*

Sec. 2. MEETINGS OPEN TO THE PUBLIC; TIMING OF MEETINGS

Every regular or special meeting of the board shall be held outside of typical work hours and be open to the public. *Gov't Code 551.002; Educ. Code 26.0071*.

Sec. 3. PROHIBITED COMMUNICATIONS BETWEEN BOARD MEMBERS

A Board member commits an offense if the member:

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

Gov't Code 551.143.

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Sec. 4. RECORDING OF MEETING BY SOMEONE IN ATTENDANCE

All or any part of an open meeting may be recorded by any person in attendance by means of a recorder, video camera, or other means of aural or visual reproduction. The Board may adopt reasonable rules to maintain order at a meeting, including rules relating to the location of recording equipment and the manner in which the recording is conducted. These rules may not prevent or unreasonably impair a person from exercising the right to record a meeting that is open to the public. *Gov't Code 551.023*.

Sec. 5. NOTICE REQUIRED

The Board shall give written notice of the date, hour, place, and subject(s) of each Board meeting. *Gov't Code 551.041.*

If the Board recesses an open meeting to the following regular business day, the Board is not required to post notice of the continued meeting if the action is taken in good faith and not to circumvent Government Code Chapter 551. If an open meeting is continued to the following regular business day and, on that following day, the Board continues the meeting to another day, the Board must give the required written notice of the meeting continued to that other day. *Gov't Code 551.0411(a)*.

a) *Questions from the Public During Meeting*

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

b) *Timing of Notice and Accessibility; Internet Posting of Agenda/Notice*

Notice of a Board meeting shall be posted on a bulletin board at a place convenient to the public in the High School Foyer for at least three (3) business days before the scheduled date of the meeting. That notice or a notice posted at another Board-designated place shall at all times be readily accessible to the public for at least three (3) business days before the scheduled date of the meeting. *Gov't Code 551.043(a), 551.051*.

Additionally, the Board must concurrently post notice of a meeting on the Internet website, as well as a copy of the agenda for the meeting, if the agenda differs from the posted notice. Pineywoods Community Academy satisfies the requirement that the notice must be posted in a place readily accessible to the general public at all times by making a good-faith attempt to continuously post the notice on the Internet during the prescribed period. The validity of a posting by Pineywoods

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Community Academy in a good-faith attempt to comply with the Internet posting requirements is not affected by a failure to comply that is due to a technical problem beyond Pineywoods Community Academy's control. *Gov't Code 551.056.*

Pineywoods Community Academy must still comply with the duty to physically post the notice in the foyer of the High School building, and if Pineywoods Community Academy makes a good-faith attempt to continuously post the notice on the Internet during the prescribed period, the physically posted notice must be readily accessible to the general public during normal business hours. *Gov't Code 551.043(b)*.

c) *Specificity of Agenda/Notice*

Agendas for all meetings shall be sufficiently specific to inform the public of the subjects to be deliberated at the meeting, setting out any special or unusual matters to be considered or any matter in which the public has a particular interest. Deliberations or actions pertaining to the Superintendent and principals are of particular public interest, and notice of those subjects must be worded with such clarity that the public will understand what the Board proposes to discuss or accomplish.

The terms "employee briefing" or "staff briefing" do not give adequate notice of the subject matter to be presented to the Board by employees or staff members.

The subject of a report or update by Pineywoods Community Academy staff or a Board member must be set out in the notice in a manner that informs a reader about the subjects to be addressed.

d) *Required Notice for Budget-related Items*

Public notice for meetings involving budget discussion or adoption must also include a physical copy of the proposed budget, unless the school has made the proposed budget clearly accessible on the home page of the school's Internet website. Pineywoods Community Academy must ensure this budget information is publicly available through one or both means. *Gov't Code 551.043(c)*

e) *Emergency Meeting or Emergency Agenda Additions*

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

The Board may not deliberate or take action on a matter at a meeting for which notice or supplemental notice is posted other than:

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

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

1. An imminent threat to public health and safety, including a threat described in item 2 below, if imminent; or
2. A reasonably unforeseeable situation, including:
   a. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;
   b. Power failure, transportation failure, or interruption of communication facilities;
   c. Epidemic; or
   d. Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

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

The sudden relocation of a large number of residents from the area of a declared disaster within Pineywoods Community Academy's geographic boundaries is considered a reasonably unforeseeable situation for a reasonable period immediately following the relocation.

Gov't Code 551.045.

f) *Catastrophe*

If the Board is prevented from convening an open meeting that was otherwise properly posted under Government Code Section 551.041 because of a catastrophe, the Board may convene the meeting in a convenient location within 72 hours pursuant to Government Code Section 551.045 if the action is taken in good faith and not to circumvent Government Code Chapter 551. If the Board is unable to convene the open meeting within those 72 hours, the Board may subsequently convene the meeting only if the board gives the required written notice of the meeting.

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

1. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;
2. Power failure, transportation failure, or interruption of communication facilities;
3. Epidemic; or
4. Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

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

g) ***Notice to News Media***

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

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

Sec. 6. QUORUM

A majority of the Board constitutes a quorum for meetings. *Gov't Code 551.001(6)*.

Sec. 7. SECRET BALLOT

No vote shall be taken by secret ballot.

Sec. 8. MEETING BY TELEPHONE CONFERENCE CALL

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

Each part of the telephone conference call meeting that is required to be open shall be audible to the public at the location specified in the notice of the meeting. The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

a) ***Notice***

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

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b) *Recording*

The conference call meeting shall be recorded and made available to the public.

Gov't Code 551.125.

Sec. 9. MEETING BY VIDEOCONFERENCE CALL

A Board member or Pineywoods Community Academy employee may participate remotely in a Board meeting by means of a videoconference call if the video and audio feed of the Board member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the provisions below. A Board member who participates by videoconference call shall be counted as present at the meeting for all purposes. A Board member who participates in a meeting by videoconference call shall be considered absent from any portion of the meeting during which audio or video communication with the Board member is lost or disconnected. The Board may continue the meeting only if a quorum remains present at the meeting location or, if applicable, continues to participate in a meeting conducted as specified in **Multiple Counties**, below. *Gov't Code 551.001(8), .127(a-1)-(a-3).*

a) *Requirement for Quorum*

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

b) *Multiple Counties*

If Pineywoods Community Academy extends into three or more counties, a Board meeting may be held by videoconference call only if the Board member presiding over the meeting is physically present at one location of the meeting that is open to the public during the open portions of the meeting.

c) *Notice of Videoconference Meeting*

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

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

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Gov't Code 551.127(b)-(e).

d) *Quality of Audio and Video Signals During Videoconference Meetings*

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

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

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

Gov't Code 551.127(f), (h)-(j).

e) *Recording Meetings by Videoconference*

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

f) *Public Participation During Meetings by Videoconference*

The Board may allow a member of the public to testify at a meeting from a remote location by videoconference call even if a Board member is not participating in the meeting from a remote location.

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

Sec. 10. MEETING MINUTES AND BOARD RESOLUTIONS; MEETING RECORDING

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The Board shall keep minutes of each open meeting, and the minutes must be made publicly accessible in accordance with the public information act. The minutes of a regular or special meeting of the board must reflect each board member's attendance or absence from the meeting, as well as any vote on any item that is voted on at the meeting. A draft of the meeting minutes shall be posted on the school's Internet website not later than the seventh day after the date of a meeting at which a quorum of the board is present and voting. A final copy of the meeting minutes shall replace the draft version, upon subsequent approval by the Board. Any resolution adopted by the board must be posted on the school's Internet website not later than the seventh day after the date of the meeting at which the resolution was adopted.

Pineywoods Community Academy shall record the open session of each regular or special meeting of the board and a copy of the recording shall be made publicly accessible through the public information act.

Tex. Educ. Code 11.0621.

Sec. 11. ATTORNEY CONSULTATION

The Board may use a telephone conference call, videoconference call, or communications over the Internet to conduct a public consultation with its attorney in an open meeting of the Board or a private consultation with its attorney in a closed meeting.

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

This does not apply to a consultation with an attorney who is an employee of Pineywoods Community Academy. An attorney who receives compensation for legal services performed, from which employment taxes are deducted by Pineywoods Community Academy is an employee of the Pineywoods Community Academy.

Gov't Code 551.129.

Sec. 12. HEARING-IMPAIRED PERSONS

In a proceeding before the Board in which the legal rights, duties, or privileges of a party are to be determined by the Board after an adjudicative hearing, the Board shall supply for a party who is deaf or hearing impaired an interpreter who has qualifications approved by the Texas Department of Assistive and Rehabilitative Services.

For purposes of this requirement, "deaf or hearing impaired" means having a hearing impairment, regardless of the existence of a speech impairment, that inhibits comprehension of a proceeding or inhibits communication with others.

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Gov't Code 558.001, .003.

PART II: CLOSED MEETINGS

Sec. 1. AUTHORIZATION TO CONVENE IN CLOSED/EXECUTIVE SESSION

The Board may conduct a closed meeting for the purposes described in Subchapter D, Chapter 551, Texas Government Code, including but not limited to:

1. Consultation with the Board's attorney in accordance with Gov't Code § 551.071;
2. Deliberations regarding the purchase, exchange, lease, or value of real property in accordance with Gov't Code § 551.072;
3. Deliberations regarding a negotiated contract for a prospective gift or donation to Pineywoods Community Academy in accordance with Gov't Code § 551.073;
4. Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a Pineywoods Community Academy officer or employee or to hear a complaint against a Pineywoods Community Academy officer or employee, in accordance with Gov't Code § 551.074;
5. Deliberations regarding the deployment, or specific occasions for implementation, of security personnel or devices or a security audit, in accordance with Gov't Code § 551.076;
6. Deliberations in matters involving certain information regarding insurance, health, or retirement plans, in accordance with Gov't Code 551.0785;
7. Deliberations in a case in which a complaint or charge is brought against a Pineywoods Community Academy employee by another Pineywoods Community Academy employee and the complaint or charge directly results in the need for a hearing in accordance with Gov't Code § 551.082;
8. Deliberations in a case involving discipline of a Pineywoods Community Academy student in accordance with Gov't Code § 551.082;
9. Deliberations in a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation in accordance with Gov't Code § 551.0821;
10. Excluding a witness from a hearing during the examination of another witness in an investigation in accordance with Gov't Code § 551.084;
11. Deliberations to discuss or deliberate regarding economic development negotiations in accordance with Gov't Code § 551.087;
12. Deliberations regarding security assessments or deployment relating to information resources technology; network security information as described by Gov't Code 2059.055(b); or the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices, in accordance with Gov't Code § 551.089; and
13. Deliberations to discuss or adopt individual assessment instruments or assessment instrument items in accordance with Education Code 39.030(a).

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Sec. 2. PROCEDURES FOR CLOSED MEETINGS

If a closed meeting is allowed, the Board shall not conduct the closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. *Gov't Code 551.101*.

Sec. 3. VOTE OR FINAL ACTION IN OPEN SESSION

A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. *Gov't Code 551.102*.

Sec. 4. CERTIFIED AGENDA OR RECORDING

The Board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with the Board and/or Pineywoods Community Academy's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. *Gov't Code 551.103*.

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

Closed meetings may not be recorded by an individual Board member against the wishes of a majority of the Board.

a) *Preservation*

The Board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the Board shall preserve the certified agenda or recording while the action is pending. *Gov't Code 551.104(a)*.

b) *Public Access*

A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(b), (c)*.

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Sec. 5. PROHIBITIONS

No Board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. *Gov't Code 551.145*.

No individual, corporation, or partnership shall, without lawful authority, disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. *Gov't Code 551.146*.

No Board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. *Gov't Code 551.144(a)*.

It is an affirmative defense to prosecution under Government Code 551.144(a) that a Board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the Board's attorney. *Gov't Code 551.144(c)*.

PART III: PUBLIC PARTICIPATION IN BOARD MEETINGS

Sec. 1. RIGHT TO PUBLIC PARTICIPATION

Pineywoods Community Academy shall take no action abridging the freedom of speech or the right of people to petition the Board for redress of grievances. *U.S. Const. Amend. I, XIV.* Additionally, citizens shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27.*

The Board may confine its meetings to specified subject matter, and may hold non-public sessions to transact business. When the Board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia, 515 U.S. 819 (1995); City of Madison v. Wis. Emp. Rel. Comm'n, 429 U.S. 167 (1976); Pickering v. Bd. of Educ., 391 U.S. 563 (1968).*

The Board may create a limited public forum for the purpose of hearing comments from the public, so long as:

1. The Board does not discriminate against speech on the basis of viewpoint;
2. Any restrictions are reasonable in light of the purpose served by the forum; and
3. The Board provides alternative paths for expressing categories of protected speech that are

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excluded from the forum.

Fairchild v. Liberty Indep. Sch. Dist., 597 F.3d 747 (5th Cir. 2010).

Sec. 2. PUBLIC COMMENT

The Board shall allow each member of the public who desires to address the Board regarding an item on an agenda for an open meeting of the Board to address the Board. Public comments shall be prioritized and be presented at the beginning of each board meeting. *Tex. Educ. Code 26.0071*. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

a) *Time Limits*

The Board may adopt reasonable rules regarding the public's right to address the Board under this policy, including rules that limit the total amount of time that a member of the public may address the Board on a given item.

b) *Additional Time for Translation*

A member of the public who addresses the Board through a translator must be given at least twice the amount of time as a member of the public who does not require the assistance of a translator in order to ensure that non-English speakers receive the same opportunity to address the Board. This requirement applies only if the Board does not use simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously.

c) *Public Criticism*

The Board may not prohibit public criticism of the Board, including criticism of any act, omission, policy, procedure, program, or service. This does not apply to public criticism that is otherwise prohibited by law.

Gov't Code § 551.007.

d) *Board's Response*

Specific factual information or recitation of existing policy may be furnished in response to inquiries during public comment, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Sec. 3. COMPLAINTS AND CONCERNS

The presiding officer or designee shall determine whether a person addressing the Board has

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attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy.

Sec. 4. DISRUPTION

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.

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Sec. 1. PARENTAL ENGAGEMENT

The Board has adopted the following standards for encouraging parental engagement, in accordance with Education Code 26.0071:

a) *Internet Portal*

The Superintendent or designee shall develop an Internet portal through which parents of students enrolled in Pineywoods Community Academy may submit comments to campus or district administrators and the Board.

b) *Prioritizing Public Comments*

The Board shall prioritize public comments by presenting such comments at the beginning of each Board meeting.

c) *Scheduling Board Meetings*

Pineywoods Community Academy Board meetings shall be held outside of typical work hours.

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Sec. 1. BOARD AUTHORITY

The Board of Pineywoods Community Academy may

1. Employ or contract with security personnel;
2. Enter into a memorandum of understanding with a local law enforcement agency or a county or municipality that is the employing political subdivision of commissioned peace officers for the provision of school resource officers;
3. For the purposes of providing security personnel, contract with a security services contractor licensed under Chapter 1702, Occupations Code, for the provision of a commissioned security officer, as defined by Section 1702.002, Occupations Code, who has completed the Level II or III training course required by the Department of Public Safety; and
4. Commission peace officers to carry out Subchapter C, Chapter 37 of the Education Code.

Education Code 12.104(a-1), 37.081(a).

Sec. 2. ARMED SECURITY REQUIRED

The Board of Pineywoods Community Academy shall determine the appropriate number of armed security officers for each charter school campus. The Board must ensure that at least one armed security officer is present during regular school hours at each charter school campus. *Education Code 12.104(b)(3)(V), 37.0814(a).*

A security officer described above must be:

1. A school district peace officer;
2. A school resource officer;
3. A commissioned peace officer employed as security personnel under Education Code 37.081;
4. A reserve deputy sheriff appointed under Local Government Code 85.004 who is a peace officer as described by Article 2A.001, Code of Criminal Procedure;
5. A reserve police officer appointed under Education Code 37.0816 who is a peace officer as described by Article 2A.001, Code of Criminal Procedure; or
6. An honorably retired peace officer, as defined by Government Code 614.121who has: (a) kept their commission as a peace officer in active status; and (b) fulfilled all applicable requirements under Occupations Code 1701.351, 1701.3525, and 1701.357.

Education Code 37.0814(b).

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Sec. 3. GOOD CAUSE EXCEPTION

a) *Good Cause Except for Inability to Comply*

If the Board of Pineywoods Community Academy is unable to comply with Section 2, above, the Board may claim a good cause exception from the requirement to comply if the noncompliance is due to the availability of:

1. Funding; or
2. Personnel who qualify to serve as a security officer described by Section 2.

Education Code 37.0814(c).

b) *Alternative Standard*

If the Board of Pineywoods Community Academy claims a good cause exception, the Board must develop an alternative standard with which the school is able to comply, which may include providing a person to act as a security officer who is:

1. A school marshal; or
2. A school employee or a person with whom the school contracts who:
   i. Either
      a) Has completed school safety training provided by a qualified handgun instructor certified in school safety under Section 411.1901, Government Code; or
      b) Not later than the 90th day after the date on which the employee or person begins duties as a security officer, completes training deemed appropriate by the school, in consultation with the school's police department, or, if the school does not have a police department, a local law enforcement agency, in:
         (1) Active shooter response, which must be provided by an instructor certified by the Advanced Law Enforcement Rapid Response Training Center at Texas State University--San Marcos;
         (2) School safety and emergency management;
         (3) Crisis intervention;
         (4) Incident command;
         (5) First aid administration;
         (6) Mental health; and
         (7) Qualifications relating to the carrying or use of a firearm; and
   ii. Carries a handgun on school premises in accordance with written regulations or written authorization of the Board under Section 46.03(a)(1)(A), Penal Code.

Education Code 37.0814(d).

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c) *Expiration and Renewal*

A good cause exception claimed by the Board of Pineywoods Community Academy expires on the first anniversary of the date the exception is claimed. On the expiration of the exception, the Board must reevaluate whether the Board is able to comply with Section 2 of this policy and, if not, renew:

1. The claim for an exception; and
2. The alternative standard developed.

Education Code 37.0814(d-1).

d) *Documentation*

The Board of Pineywoods Community Academy must develop and maintain documentation of the school's implementation of and compliance with the armed security officer requirement, including documentation related to a good cause exception, and shall, if requested by the Texas Education Agency (TEA), provide that documentation to the TEA in the manner prescribed by the Agency.

Education Code 37.0814(e).

Sec. 4. JURISDICTION

The jurisdiction of a peace officer, a school resource officer, or security personnel shall be determined by the Board of Directors and may include all territory in the geographic boundaries of Pineywoods Community Academy and all property outside the boundaries of Pineywoods Community Academy that is owned, leased, or rented by or otherwise under the control of the School and the Board that employ or contract with, as applicable, the peace officer or security personnel or that enter into a memorandum of understanding for the provision of a school resource officer.

Education Code 37.081(a-1)

Sec. 5. DUTIES

The Board shall determine the law enforcement duties of peace officers, school resource officers, and security personnel. The duties must be included in:

1. The district improvement plan under Education Code 11.252, if any;
2. The student code of conduct adopted under Education Code 37.001;
3. Any memorandum of understanding providing for a school resource officer; and
4. Any other campus or district document describing the role of peace officers, school resource officers, or security personnel in the district.

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Education Code 37.081(d).

The Board shall coordinate with district campus behavior coordinators and other school employees to ensure that Security Officers are tasked only with duties related to law enforcement intervention and not tasked with behavioral or administrative duties better addressed by other School employees. *Education Code 37.081(d-4).* The campus principal retains final authority to assign disciplinary consequences to students and staff.

a) *Law Enforcement Duties*

A peace officer, a school resource officer, or security personnel shall perform law enforcement duties for **Pineywoods Community Academy** that must include protecting:

1. The safety and welfare of any person in the jurisdiction of the peace officer, resource officer, or security personnel; and
2. The property of **Pineywoods Community Academy**.

Education Code 37.081(d-1).

A person permitted to carry a firearm on a **Pineywoods Community Academy** campus may not perform the routine law enforcement duties of a peace officer, including making arrests, unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, school employee, or other individual at the school campus. This limitation does not apply to a commissioned peace officer who is assigned law enforcement duties that are included in campus and district documents describing the role of peace officers in the district as required by Education Code 37.081(d).

Education Code 37.089.

b) *Student Discipline and School Administration*

Pineywoods Community Academy may not assign or require as duties of a charter school peace officer, a school resource officer, or security personnel:

1. Routine student discipline or school administrative tasks; or
2. Contact with students unrelated to the law enforcement duties of the peace officer, a school resource officer, or security personnel.

Education Code 37.081(d-2).

This limitation does not prohibit a charter school peace officer, a school resource officer, or security personnel from informal contact with a student unrelated to:

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1. The assigned security or law enforcement duties of the peace officer, a school resource officer, or security personnel; or
2. An incident involving student behavior or law enforcement.

Education Code 37.081(d-3).

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Sec. 1. DEFINITIONS

For purposes of this policy:

"Curriculum materials" includes the curriculum, teacher training materials, and any other materials used in providing instruction.

"Human sexuality instruction," "instruction in human sexuality," and "instruction relating to human sexuality" include instruction in reproductive health.

Education Code 28.004(p).

Sec. 2. CURRICULUM MATERIALS FOR HUMAN SEXUALITY INSTRUCTION

a) *Course Material and Instruction Requirements*

Any course materials and instruction relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus or acquired immune deficiency syndrome shall be selected by the Board with the advice of the local School Health Advisory Council ("SHAC").

The course materials and instruction must:

1. Present abstinence from sexual activity as the preferred choice of behavior in relationship to all sexual activity for unmarried persons of school age;
2. Devote more attention to abstinence from sexual activity than to any other behavior;
3. Emphasize that abstinence from sexual activity, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, infection with human immunodeficiency virus or acquired immune deficiency syndrome, and the emotional trauma associated with adolescent sexual activity;
4. Direct adolescents to a standard of behavior in which abstinence from sexual activity before marriage is the most effective way to prevent pregnancy, sexually transmitted diseases, and infection with human immunodeficiency virus or acquired immune deficiency syndrome; and
5. Teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates, if instruction on contraception and condoms is included in curriculum content.

Education Code 28.004(e).

b) *Adoption Requirements*

The Board shall adopt a resolution convening the SHAC for the purpose of making

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recommendations regarding.

The SHAC shall:

1. After the Board adopts the resolution described above, hold at least two public meetings on the curriculum materials before adopting recommendations; and
2. Provide its recommendations to the Board a public meeting.

Education Code 28.004(e-1)(1).

c) *Board Action Following Receipt of the SHAC Recommendations*

The Board shall determine the specific content of Pineywoods Community Academy's instruction in human sexuality. *Education Code 28.004(h).*

The Board, after receipt of the SHAC's recommendations, must take action on the adoption of the recommendations by a record vote at a public board. *Education Code 28.004 (e-1)(3).*

Before adopting curriculum materials for Pineywoods Community Academy's human sexuality instruction, the Board shall ensure that the curriculum materials are:

1. Based on the advice of the SHAC;
2. Suitable for the subject and grade level for which the curriculum materials are intended; and
3. Reviewed by academic experts in the subject and grade level for which the curriculum materials are intended.

Education Code 28.004(e-3).

d) *Additional Duties Relating to the Adoption of Curriculum and Materials for Human Sexuality Instruction*

1) Written Notice to Parents Required Annually

Before each school year, Pineywoods Community Academy shall provide written notice to a parent of each student enrolled of the Board's decision regarding whether Pineywoods Community Academy will provide human sexuality instruction to its students. If instruction will be provided, the notice must include:

1. a statement informing the parent of the human sexuality instruction requirements under state law;
2. a detailed description of the content of Pineywoods Community Academy's human

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sexuality instruction and a general schedule on which the instruction will be provided;

3. a statement of the parent's right to:
    a. at the parent's discretion, review or purchase a copy of curriculum materials;
    b. remove the student from any part of school's human sexuality instruction without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by Pineywoods Community Academy or the student's campus; and
    c. use Pineywoods Community Academy grievance procedure concerning a complaint of a violation;
4. a statement that any curriculum materials in the public domain used for Pineywoods Community Academy's human sexuality instruction must be posted on the school's Internet website, if the school has an Internet website, and the Internet website address at which the curriculum materials are located; and
5. information describing the opportunities for parental involvement in the development of the curriculum to be used in human sexuality instruction, including information regarding the SHAC.

Education Code 28.004(i).

2) Public Availability

Curriculum materials proposed to be adopted for Pineywoods Community Academy's human sexuality instruction must be made publicly available by one of the following methods:

1. For curriculum materials in the public domain:
    a. providing a copy of the curriculum materials by mail or e-mail to a parent of a student enrolled on the parent's request; and
    b. posting the curriculum materials on the school's Internet website, if the school has an Internet website.
2. For copyrighted curriculum materials, allowing a parent of a student enrolled in Pineywoods Community Academy to:
    a. review the curriculum materials at the student's campus at any time during regular business hours;
    b. purchase a copy of the curriculum materials from the publisher as provided by the school's purchase agreement for the curriculum materials; or
    c. review the curriculum materials online through a secure electronic account in a manner that prevents the curriculum materials from being copied and that otherwise complies with copyright law.
3. If Pineywoods Community Academy purchases from a publisher copyrighted curriculum materials for use in the school's human sexuality instruction, Pineywoods Community Academy shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the school may purchase a copy of the curriculum materials from

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the publisher at a price that does not exceed the price per unit paid by Pineywoods Community Academy for the curriculum materials.

Education Code 28.004(e-2),(j), (j-1).

3) No Condom Distribution

Pineywoods Community Academy may not distribute condoms in connection with instruction relating to human sexuality. *Education Code 28.004(f)*.

4) Separate Instruction

If Pineywoods Community Academy provides human sexuality instruction, students may be separated according to sex for instructional purposes. *Education Code 28.004(g).*

Sec. 3. CURRICULUM MATERIALS FOR INSTRUCTION RELATING TO THE PREVENTION OF CHILD ABUSE, FAMILY VIOLENCE, DATING VIOLENCE, AND SEX TRAFFICKING.

Course materials relating to the prevention of child abuse, family violence, dating violence, and sex trafficking shall be selected by the Board with the advice of the SHAC. *Education Code 28.004(q)*.

a) Board Resolution to Convene the SHAC for the Purpose of Making Recommendations Regarding Curriculum Materials

The Board shall adopt a resolution convening the SHAC for the purpose of making recommendations regarding curriculum materials for the prevention of child abuse, family violence, dating violence and sex trafficking.

The Board resolution shall direct the SHAC to:

1. After the Board's adoption of the resolution, hold at least two public meetings on the curriculum materials before adopting recommendations for the Board; and
2. provide its recommendations to the Board at a public meeting.

Education Code 28.004 (q-1)(1)-(2).

b) Board Action Following Receipt of the SHAC Recommendations

The Board shall determine the specific content of Pineywoods Community Academy's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking in

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accordance with the essential knowledge and skills addressing these topics developed by the State Board of Education.in human sexuality. *Education Code 28.004(q-4).*

After receipt of the SHAC's recommendations, the Board shall take action on the adoption of the recommendations by a record vote at a public meeting. *Education Code 28.004(q-1)(3).*

Before adopting curriculum materials for Pineywoods Community Academy's instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, the Board shall ensure that the curriculum materials are:

1. based on the advice of the SHAC;
2. suitable for the subject and grade level for which the curriculum materials are intended; and
3. reviewed by academic experts in the subject and grade level for which the curriculum materials are intended.

Education Code 28.004(q-3).

c) Additional Duties Relating to the Adoption of Curriculum and Materials for Human Sexuality Instruction

1) Annual Written Notice to Parents

Before each school year, Pineywoods Community Academy shall provide written notice to a parent of each student enrolled of the Board's decision regarding whether the school will provide instruction to its students relating to the prevention of child abuse, family violence, dating violence, and sex trafficking.

If instruction will be provided, the notice must include:

1. A statement informing the parent of the requirements under state law regarding instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;
2. A detailed description of the content of Pineywoods Community Academy's instruction relating the prevention of child abuse, family violence, dating violence, and sex trafficking;
3. A statement of the parent's right to:
    a. At the parent's discretion, review or purchase a copy of curriculum materials;
    b. Remove the student from any part of school's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by Pineywoods Community Academy or the student's campus; and

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c. Use the school's grievance procedure concerning a complaint of a violation;

4. A statement that any curriculum materials in the public domain used for Pineywoods Community Academy's instruction in the prevention of child abuse, family violence, dating violence, and sex trafficking must be posted on the school's Internet website, if the school has an Internet website, and the Internet website address at which the curriculum materials are located; and
5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including information regarding the SHAC.

Education Code 28.004(q-5).

2) Prior Written Consent from Parents

Before a student may be provided with instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, Pineywoods Community Academy must obtain the written consent of the student's parent. A request for written consent from the parent:

1. May not be included with any other notification or request for written consent provided to the parent, other than parent notice as described above, and
2. Must be provided to the parent not later than the 14th day before the date on which the instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking begins.

Education Code 28.004(q-6).

3) Public Availability

Curriculum materials proposed to be adopted for the school's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking must be made publicly available by one of the following methods:

1. For curriculum materials in the public domain:
   a. providing a copy of the curriculum materials by mail or e-mail to a parent of a student enrolled on the parent's request; and
   b. posting the curriculum materials on the school's Internet website, if the school has an Internet website.
2. For copyrighted curriculum materials, allowing a parent of a student enrolled in the school to:
   a. review the curriculum materials at the student's campus at any time during regular business hours;
   b. purchase a copy of the curriculum materials from the publisher as provided by the

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school's purchase agreement for the curriculum materials;

c. review the curriculum materials online through a secure electronic account in a manner that prevents the curriculum materials from being copied and that otherwise complies with copyright law.

3. If Pineywoods Community Academy purchases from a publisher copyrighted curriculum materials for use in the school's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, Pineywoods Community Academy shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the school may purchase a copy of the curriculum materials from the publisher at a price that does not exceed the price per unit paid by Pineywoods Community Academy for the curriculum materials.

Education Code 28.004(j), (j-2), (q-2).

Sec. 4. INSTRUCTION REGARDING SEXUAL ORIENTATION AND GENDER IDENTITY

Pineywoods Community Academy may not provide or allow a third party to provide instruction, guidance, activities, or programming regarding sexual orientation or gender identity to students enrolled in prekindergarten through 12th grade. *Education Code 28.0043(a)*.

This section may not be construed to:

1. Limit a student's ability to engage in speech or expressive conduct protected by the First Amendment to the United States Constitution or by Section 8, Article I, Texas Constitution, that does not result in material disruption to school activities;
2. Limit the ability of a person who is authorized by Pineywoods Community Academy to provide physical or mental health-related services to provide the services to a student, subject to any required parental consent; or
3. Prohibit an organization whose membership is restricted to one sex and whose mission does not advance a political or social agenda from meeting on a school campus.

Education Code 28.0043(b).

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Sec. 1. CONCUSSION RESPONSE POLICY

a) *Policy*

Pineywoods Community Academy shall adopt and implement a policy regarding how to respond to a concussion believed to have been sustained by a student while on school property or participating in a school-sponsored or school-related activity on or off school property.

It is Pineywoods Community Academy's policy to:

1. Immediately remove a student from a school-sponsored or school-related activity if a school employee or volunteer believes the student might have sustained a concussion;
2. Provide notice to the student's parent or guardian or another person with legal authority to make medical decisions for the student of the student's suspected concussion and removal; and
3. Allow the student to return to a school-sponsored or school-related activity only after the requirements under Education Code 38.157(a) have been satisfied.

Education Code 38.173.

b) *Scope*

This Policy does not apply to a concussion believed to have been sustained by a student while participating in an interscholastic athletic activity, including practice and competition, sponsored or sanctioned by:

1. A school district, including a home-rule school district, or a public school, including any school for which a charter has been granted under Chapter 12; or
2. The University Interscholastic League.

Education Code 38.172.

For concussions sustained in interscholastic athletic activities described above, see Board Policy PG-3.506.

Sec. 2. ACADEMIC ACCOMMODATIONS

Pineywoods Community Academy may provide nonmedical academic accommodations to a student diagnosed with a concussion or other brain injury in accordance with the list of accommodations and form developed by the Texas Education Agency (the "Agency").

If Pineywoods Community Academy provides such accommodations, Pineywoods Community

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Academy shall make the form developed by the Agency available to:

1. A school employee as soon as practicable after receiving:
    a. Notice that a student enrolled in the district has been diagnosed with a concussion or other brain injury; or
    b. A request from the employee; and
2. A student enrolled in the School or the student's parent or guardian as soon as practicable after receiving:
    a. Notice that the student has been diagnosed with a concussion or other brain injury; or
    b. A request from the student or parent or guardian.

Education Code 38.0051.



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Summit Fire & Security, LLC

Installation Contract

Buyboard #751-24

[Summit Fire & Security] ("Summit") makes the following proposal ("Proposal"):

Date of Proposal: June 30, 2025

Proposal Submitted To: Pineywoods Academy

Attention: Brian Bramlett bbramlett@pcacharter.net Phone: (936) 630-9079

Regarding: Fire Alarm

Project Name: Pineywoods Academy Elementary ("Project")
Address: 602 S Raguet St.
Lufkin, Texas 75904

Site visit - YES ☒ NO ☐

SCOPE OF WORK

Fire Alarm

Summit Fire & Security will provide the necessary materials and labor to replace all the Pull Stations, Duct Detectors, and Monitor modules on the Bosch Fire Alarm system and add them to the Gamewell FCI panel at Pineywood Academy Elementary school. By removing the devices from the Bosch panel and replacing them with Gamewell FCI devices we can make the building all one Fire Alarm system instead of having two Fire Alarm systems in one building how the school is currently now. Installation, cabling, programming and testing 100% upon completion. This proposal is based on using the existing Gamewell FCI panel and just adding device to the existing system.

The following is a list of materials but not limited to:

Equipment Counts:

Pineywoods Academy Fire Alarm				
Material	**Location**	**Brand**	**Model**	**Qty**
Dual Action Addressable Pull Station with Key Locking Feature	At each exit	Gamewell	MS-7AF	19
Addressable Photoelectric Smoke Detector	Above the power supply	Gamewell	ASD-PL3-IV	1
InnovairFlex Intelligent Low-Flow Non-Delay Duct Smoke Detector Housing	replacing each duct detector on the old Bosch System	InnovairFlex	DNR	19

InnovairFlex samplingf tube, steel 5" with holes	replacing each duct detector on the old Bosch System	InnovairFlex	DST5	19
Addressable Photoelectric smoke detector with remote test capablities	replacing each duct detector on the old Bosch System	Gamewell	ASD-PL3R-IV	19
Addressable Monitor Module	Two monitor the two Heat detectors	Gamewell	AMM-4F	2
Addressable Output Relay Control Module	replacing each duct detector on the old Bosch System	Gamewell	AOM-2RF	19
Honeywell PS Series Power Supply: Red Cabinet: 10 Amps: 7 Outputs	To replace the NAC's on the Bosch Panel.	Gamewell	HPF-PS10	1
Permits				1
Drawings				1
Journeyman Labor				48

EXCLUSIONS -UNLESS SPECIFICALLY INCLUDED IN SCOPE OF WORK

1. Drawings, submittals, system calculations and required permits will be the responsibility of Summit Fire and Security.
2. Our proposal is based on having all system drawings and equipment for all systems on this project in our possession prior to starting the installation.
3. Any Conduit Painting and Insulation of any kind including fire caulk.
4. Access panels or patching of drywall, concrete, or any type of materials if holes are required to be cut to complete the scope of work.
5. **This proposal is based on using the existing Gamewell FCI panel and just adding device to the existing system.**
6. Electrical wiring of any type 120V or higher.
7. Anything not listed in the scope of work of this proposal. Any additional work will be proposed and approved before commencement.
8. The quoted price is firm for *30 days. Our proposal is based on current market prices. We reserve the right to increase or decrease our price if market changes occur after *30 days
9. Summit Fire & Security reserves the right to buy and store materials and get paid for said material to avoid escalation of prices.
10. This proposal is based on the work hours M-F 7:30am – 5:00pm
11. This proposal includes material and labor included in the scope of work only. Any additional material or labor outside of the scope will be subject to a change order for the additional work needed.
12. Summit is not responsible for landing in other trades equipment. Wires for connection can be provided if in spec/scope of work.

Contract Price: Summit shall perform the above-described Work at the following price **$27,995.00 + Applicable Taxes**

Completion of the Project: Summit offers to provide to Owner the Work to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 2/29/2024. To guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

SUMMIT PROPOSAL AND CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions are attached to and made a part of the Summit Work Order together form the agreement between the parties (the "Contract"). As used in these Terms and Conditions, "Summit," "Customer," "Work," and "Contract Price" shall have the same meaning throughout the Contract.

1. Acceptance. Acceptance by Summit of Customer's order is expressly conditioned upon Customer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Customer's purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications, and quantities as stated in the Company's quotation shall not be modified except as provided herein.

2. Payment. Customer agrees to pay the Contract Price for the Work as and when required in the Contract. If Customer fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Customer shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum. Summit expressly reserves all mechanics lien rights under applicable law and may take such other legal action as needed to perfect such rights and collect amounts owed it.

3. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Work must be documented and approved by Summit and Customer by a written change order signed by Summit and Customer. Summit reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.

4. Limited Warranty. All materials and labor supplied by Summit will be warrantied for one (1) year from the date of completion of the Work. Upon request, Summit will supply a signed warranty letter to Customer, which states the completion date of the Work and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested

   by Customer of Summit in connection with Summit warranty after the one (1) year warranty termination date shall be paid by Customer to Summit based on Summit standard fees and charges at the time. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions.

5. Disclaimer of Warranties. The Customer acknowledges and agrees that except for the limited warranty specifically set forth in this Contract, Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of work performed and materials supplied by Summit on the Work, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer

further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description in this Contract. The Customer further acknowledges and agrees: (a) that Summit is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Contract, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. SUMMIT HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.

6. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

7. Taxes. Any applicable taxes or other governmental charges related to the Work shall be paid by Customer to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Work, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.

8. Access. Customer shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Work on the dates and at the times requested by Summit Fire & Security personnel.

9. Risk of Loss. Risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Work are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Work has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Customer. Summit shall have the right to remove the equipment and other materials that are a part of the Work if payment of the full Contract Price is not made by Customer immediately upon completion of the Work. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.

10. Limitation of Liability and Remedies. The Work is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Customer agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Customer expressly waives any right to make any claim more than that amount. IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default.

11. INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason relating to Summit's performance pursuant to this agreement, Customer agrees to indemnify, defend and hold harmless Summit against all claims, demands, suits, loss, liability, expenses and damages (including without limitation reasonable attorney's fees and costs). No part of this agreement should be read to seek indemnification for Summit's own negligence.
12. Customer's Failure to Pay. If Customer fails to pay any amount due to Summit as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Work and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Work site. In addition, Customer shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.

13. Attorneys' Fees/Waiver of Jury. If Summit engages counsel to enforce any rights or defenses provided for in this Contract, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.

14. Governing Law, Jurisdiction. Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the Commonwealth of Virginia. Customer irrevocably agrees to the exclusive jurisdiction of the state or federal courts of such state in all proceedings between the parties hereto, and Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. The courts within the County of Henrico, Virginia, shall be the proper forum and preferred venue for any such legal action or proceedings that arise hereunder. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business. If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit shall be entitled to recover from Subscriber the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs.

15. Waiver. Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.

16. Force Majeure Events. Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and
(i) other events beyond Summit's control.

Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Customer. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

SUMMIT FIRE & SECURITY LLC:

By: Johnathan Lindsey
Signature
Johnathan Lindsey
Print Name
6/30/2025
Date

Project Manager / Estimator
Jlindsey@Summitfiresecurity.com
Phone: (936) 632-7111

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the Attached Terms and Conditions. Upon acceptance by Owner, this Proposal, along with the attached Terms and Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____
Signature

_____
Print Name

_____
Date

CE SCHOOL BUS

Sales Proposal For:

Pineywoods Community Academy

Presented By:

LONGHORN BUS SALES

Prepared For:
Pineywoods Community Academy
Bruce Marchand
602 S Raguet St.
Lufkin, TX 75904-3936
(936)634 - 5515
Reference ID: 42P DSL FR3P

Presented By:
LONGHORN BUS SALES
CHERYL C BELL
5665 SE LOOP 410
SAN ANTONIO TX 782223903
713-631-9306

Model Profile
2026 CE SCHOOL BUS (PB110)

AXLE CONFIG:	4X2
APPLICATION:	Activity Trip
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 21.77% / 1.39% @ 55 MPH Calc. Geared Speed: 87.7 MPH
DIMENSION:	Wheelbase: 276.00, CA: N/A, Axle to Frame: 166.00
ENGINE, DIESEL:	{Cummins B6.7 240} EPA 2024, 240HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max), School Bus Only
TRANSMISSION, AUTOMATIC:	{Allison 2500 PTS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 23060SH} Single Reduction, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57
TIRE, FRONT:	(2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, AIR, SINGLE:	{International IROS} 23,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers Mounted Outside the Rails
PAINT:	Cab schematic 100NB Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
PB11000	Base Chassis, Model CE SCHOOL BUS with 276.00 Wheelbase, N/A CA, and 166.00 Axle to Frame.
	Bus Body Plan, AABV0000LX
	Seat Capacity, 77

BODY PLANS

47AMG	BODY, BUS Conventional; 78" Headroom, 34'11" Body Length, +9 Section Rear, 81 Passenger, 276 WB
	Includes : NOTE: Body Mandates Overall Vehicle Length of Greater than 40 Feet
49UBZ	STATE OF OPERATION Texas
51ZZZ	BODY PLAN, NON-SPECIAL NEEDS for Bus Body Configurator, OMIT Body Plan
49000	BODY PLAN, APPROVED VARIATION None

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION 4x2

ENGINE

12EYG	ENGINE, DIESEL {Cummins B6.7 240} EPA 2024, 240HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max), School Bus Only
12VKB	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2025
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	Includes : RADIATOR HOSES Premium, Rubber
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
	Includes : FAN Nylon
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12702	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection, Nitrite Free
12VVN	CRUISE CONTROL Electronic
12VYV	IDLE MANAGEMENT SYSTEM Ramp Engine Speed with Air Condition On, in Neutral and Parking Brake Set, Accommodation Package

Code	Description
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12UGN	THROTTLE, HAND CONTROL Electronic

TRANSMISSION

13BBP	TRANSMISSION, AUTOMATIC {Allison 2500 PTS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus
13WVW	NEUTRAL AT STOP OMIT
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WEX	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, for Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

14AKZ	AXLE, REAR, SINGLE {Dana Spicer 23060SH} Single Reduction, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.57
14TEB	SUSPENSION, REAR, AIR, SINGLE {International IROS} 23,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers Mounted Outside the Rails

FRONT AXLES

2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

FRONT SUSPENSIONS

3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free

CABS, COWLS, BODIES

16010	COWL Flat Back
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)

Code	Description
16HLJ	GAUGE, DEF FLUID LEVEL
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16563	HEATER SHUT-OFF VALVES (2) Ball Valve Type
16XJP	INSTRUMENT PANEL Wing Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16VVJ	WINDSHIELD Three Piece, Bonded, with Shaded Band

FRAMES

1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 489.2" (12425mm) Maximum OAL
1LSG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black, Severe Duty
	Notes : Bumper Thickness is .25"
1LNT	CROSSING GATE, FRONT Omit Item
1SAL	CROSSMEMBER, REAR, AF (1)
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1WJE	WHEELBASE RANGE 276" (700cm) Only

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZS	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Electronic Stability Program, with Automatic Traction Control
4GBL	BRAKE, PARKING {Bendix Intellipark} Electronic Park Brake, for Truck or Bus Applications
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side

Code	Description
4VLY	AIR TANK LOCATION (1) Mounted Inside & Below Left Rail, Back of Cab
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4WZT	GVWR LIMITATION FOR BUS with Air Brakes, Limited to 33,000-lbs Maximum to meet FMVSS 121 Requirements, for Conventional Bus
4WJP	PARKING BRAKE INTERLOCK with Electronic Park Brake, Parking Brake Cannot be Released Until Ignition Switch is in "On" Position and Service Brake Pedal is Applied, Use with Air Brake Chassis Only

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
6901	PROPSHAFT GUARD

EXHAUST SYSTEMS

7BMK	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail, for Single Long Horizontal Tail Pipe
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WCX	HEAT SHIELD Between Exhaust & Fuel Tank, Mounted to AF Crossmember
7WBL	TAIL PIPE (1) Horizontal, Long, Exits Left Side Through Bumper

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXN	ALTERNATOR {Leece-Neville BLP4024N} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense
8RPP	ANTENNA Shark Fin, Roof Mounted
8TTK	BATTERY BOX Steel, with Sliding Tray, 25.25" Wide, for Standard Batteries, 1-3 Battery Capacity, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

Code	Description
8XDX	BK WARN IND,PARK BK NOT SET Visual and Audible Alarm, Active Upon Ignition Off and Parking Brake Not Set, Reminder to Set Parking Brake
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WKJ	CLOCK Digital, White LED Lettering, Black Background, Black Bezel, 12 Hour Clock Format, Western Arial Font Digital Readout, Display Dims by 50% When Headlights Are On, Dash Mounted
8TUT	COLLISION MITIGATION SYSTEM Omit
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XPA	HEADLIGHTS LED, with Daytime Running Lights, Automatic Twilight Controlled
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8540	HORN, ELECTRIC (2) Trumpet Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8RRC	RADIO AM/FM/USB Input/Auxiliary Input, Includes Wiring and Antenna, with Public Address System
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel

FRONT END

9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes
9HCY	GRILLE Molded in Black, with Chrome Surround
9WAB	HOOD TILT ASSIST {EASY TILT} Mechanical
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10020	CHASSIS PAINT Full Chassis
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
10WTU	MULTI FUNCTIONAL BUS ID To be Used for Multi Functional School Activity Bus, Non Route Use Only, Letter of Compliance from End User is Required
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "NB"
10788	PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.
10XAK	PROMOTIONAL PACKAGE 7 Year Unlimited Miles/km Warranty, Limited Time Program for Allison 2500 Series Transmission on School and Commercial Buses (Supplied directly through Allison)
10AHZ	ENTRANCE DR COVERAGE CREDIT Bus Entrance Door Service Contract Coverage Credit

FUEL TANKS

15SLL	FUEL TANK Top Draw, Steel, Rectangular, 100 US Gal (379L), Includes Protective Cage, Mounted Between Frame Rails and Behind Rear Axle

Code	Description
15WEP	DEF TANK 16.5 US Gal (62.5L) Capacity, Frame Mounted Outside Right Rail, Behind 0 Bow
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle

WHEELS, TIRES - FRONT

27DWT	WHEELS, FRONT {Accuride 43644} DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135809	(2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

28DWT	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135809	(4) TIRE, REAR 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

BODY FEATURES

47BAK	BUMPER, REAR Painted, 12" High, 3/16" Thick
47BAR	SUPPORTS, REAR BUMPER Bolted to Frame
47AYB	BODY, REAR Includes Emergency Door
47ARH	BOWS, ROOF 14 ga., One Piece Construction
	Includes : BOWS, ROOF Positioned Floor Line to Floor Line, Threaded Through Roof Strainers and Drip Rail
47BLU	FASTENERS, EXTERIOR MOUNTED Stainless Steel Screws; for All Exterior Body Lights, Body Exterior Rear View Mirrors, Bumper Mounted Crossing Gate and Body Mounted Stop Arms
47APX	FASTENERS, HEADLINER Screws
47AZL	FLOOR, BODY with Wheel Wells
47PBZ	HANDLE, ASSIST Windshield Side Mounted, Left and Right, Body Color
47APR	HEADLINER, BODY Conventional; 25'11"-35'08" Body Length, Perforated Full Length with Sound Insulation Full Length
47ARP	LIGHT BARS Plastic
47BBH	LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated
47MBN	ROOF CAPS Smooth Front & Rear, for Commercial Bus & Activity Bus
47AVH	RUB RAILS, BODY (3) 16ga., Steel
	Includes : RUB RAILS Full Length, Primer Coated (Both Sides), Attached to Body without Cuts or Splices
47BBZ	SEALER Extra; Sidewall to Floor, In Wheel Pocket Area, and Rear Wall to Floor
47AZE	SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
47ASG	SKIRT, BODY for Conventional, 14 1/2", 16ga
	Includes : SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets

Code	Description
47BLD	STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel, Formed Treads, Naviflex Finish
47AUR	TIE DOWNS, BODY Grade 8 Bolts, Every Body Section
	Includes : TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning
47DAJ	COVER, REAR DOOR INSIDE HANDLE Partial Coverage
47DYL	DOOR, ENTRANCE, FRONT Air, Outward Opening, with Single Pane Glass
47DAK	FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body
47DDE	HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance
47NLS	HANDLE, EXTERIOR, REAR Emergency Door; White
47DDH	HOLD BACK, REAR DOOR Stationary, No Cables, with Plastic Cover
47DDU	LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke
47EYL	LOCK, ENTRANCE DOOR in External Release, with Key
47DEK	LOCK, REAR DOOR with Ignition Starter Interlock
47BDJ	COMPARTMENT, DRIVER STORAGE Bin, Sized to Hold Three Ring Binder, Includes (1) USB-A Port and (1) USB-C Port
47EVY	COMPARTMENT, LUGGAGE, LT MID 114" x 24" x 22"
	Includes : HINGES Rubber : LATCH, T-HANDLE, LOCKING Stainless Steel
47EWA	COMPARTMENT, LUGGAGE, RT MID 114" X 24" X 22"
47EBM	HOLD DOWN, BATTERY For Up To 3 Batteries
47EBD	LOCK, BATTERY COMPARTMENT Standard Location
47EMV	LUGGAGE RACK, INTERIOR Tubular, Below Light Bar, 22 Bow
47BMA	WASTE CONTAINER Removable, Located in Driver Area
47LAU	INSULATION,ROOF/SIDES/BULKHEAD 1.5"
47LAT	NOISE REDUCTION, ROOF BOW Conventional; Insulation, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
47MBA	UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec
	Includes : UNDERCOATING Performed Before and After Mounting on Chassis
47AJB	BODY CERTIFICATION TAG Mylar Label
47AJC	BODY TAG, METAL Capacity to Include the Total Number of Passengers
47PLX	LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door
47MJR	LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside
47NGP	LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door
47MVA	LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield
47MRU	LETTERS, E/E WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside
47NHL	LETTERS, E/E WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside

Code	Description
47MZB	LETTERS, SCHOOL BUS FRONT/REAR Decal; OMIT "SCHOOL BUS"; with 8" Black Letters; on Front and Rear Cap
47MVC	LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser
47NTE	LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door
47NMG	OPERATING INSTRUCTIONS, REAR Decal, Inside Rear Emergency Door
47NKM	PAINT COLOR, BODY INTERIOR 9384 Spring White
47NJB	PAINT COLOR, BODY EXTERIOR 9219 Winter White
47NJS	PAINT COLOR, BUMPER Rear, 0001 Canyon Black
47NXU	PAINT FLASHER BACKGRD To Match Body Color
47NGR	PAINT HOOD AND FENDER 9219 Winter White
47NKL	PAINT, RUB RAIL Flange to Flange
47NAA	PAINT COLOR, RUB RAILS 9219 Winter White
47NGJ	PAINT, WINDOW BOW CAPS 0001 Canyon Black, Side Only
47NGW	SEAL, RUB RAILS Top Edge, All Rails
47MUR	STRIPING, E/E WINDOW, LEFT (02) Perimeter, 1" White
47MXB	STRIPING, E/E WINDOW, RIGHT (02) Perimeter, 1" White
47MSC	STRIPING, PERIMETER, REAR Emergency Door, 1" White Reflective
47KBN	STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1" White Fluorescent Diamond Grade
47KBP	STRIPING, ROOF HATCH, REAR {3M} Decal, Perimeter, 1" White Fluorescent Diamond Grade
47MTY	WIRING DIAGRAM Schematic, Electrical
	Includes : ACCESS PANEL for Wiring Diagram Schematic Located on Inside of Electrical Panel Door, Below Driver Window
47SBS	SUB FLOOR, PLYWOOD Conventional; B-C Exterior Grade, Less Sealed Edges, 5/8", 5 Ply, for 31'2",31'11", 32'8",33'5", 34'2", 34'11", 35'8" Body Lengths
47MZA	MONITOR, POST TRIP INSPECTION Omit
47DRN	SWITCH, LOCATION Left of Driver; Includes 2 Position Door Control

BODY FEATURES

48ANT	WINDOW, DRIVER Laminated, Clear
48BJL	COLOR, WINDOW FRAME, PASS (26) Passenger Window, Black
48BAH	WINDOW, E/E, LEFT (2) Vertical Hinge
48BKP	WINDOW, E/E, RIGHT (2) Vertical Hinge
48AUN	WINDOW, PASSENGER, TINT Conventional; 28% LIght, Laminated Glass, 78" Headroom, with 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
48ARU	WINDOW, SASH (20) 27" Sections, 9"x 23" Opening
48ASP	WINDOW, SASH +9 SECTIONS (2) 9" x 32 1/4" Opening

Code	Description
48APL	WINDOW, STOPS 12" Opening, Only with 78" Headroom
48PAY	AISLE POSITION Center, for balanced seating
48PBB	FLOOR COVERING, COLOR Black
48PJR	FLOOR COVERING, TRIM Aluminum
48PJZ	FLOOR COVERING, TYPE {Koroseal} All Body Lengths
48VVR	STEP TREADS {Koroseal} Pebble White Nosing Only, with Non-Metal Backing, used with Formed Treaded Steps
48PAV	WHEEL POCKET COVER Plastic, ABS
48PKC	HOSE CLAMPS, HEATER HOSE Constant Torque for Heater System
48UZK	FAN, DEFOG LEFT OF DRIVER 6.50" Diameter, Black, Mounted on Driver Overhead Compartment, 2 Speed Switch in Panel
48PMJ	HEATER, PASS, LT REAR 84,500 BTU
	Includes : AIR FILTER
48PNW	HEATER, WATER PUMP {2 MPU 12} Self Priming, with Plastic Housing
48UZN	ROOF HATCH, FRONT {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals
48UZT	ROOF HATCH, REAR {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals
48PPS	ROOF VENT, FRONT Static
48UXM	ARM REST, DRIVER Left and Right
48RYW	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Isolated, with 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding
	Includes : SEAT BELT, DRIVER Adjustable D-Loop Seat Belt, Single Locking Retractor
48PXP	UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.
48PVN	UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray
48PVA	UPHOLSTERY, DRIVER SEAT, STYLE Plain, with Cloth Insert
48PWR	UPHOLSTERY, DRIVER SEAT, TYPE Prevaill, 42 oz.
48BDS	BARRIER, CRASH, AFT ENTRY DOOR 39", 2 Leg
48RAL	BARRIER, CRASH, AFT DRIVER 39", 1 Leg
48UZX	HAND RAIL, ENTRANCE DOOR, AFT Dual Height Stainless Steel, Upper Rail 1.25" OD 28" Above Floor, Lower Rail 1" OD
48UZY	HAND RAIL, ENTRANCE DOOR, FWD Dual Height Stainless Steel, Upper Rail 1.25" OD 28" Above Floor, Lower Rail 1" OD
48REP	PANEL, MODESTY, AFT OF DRIVER Mounted Under Barrier
48ACN	SEAT BELT, DRIVER, COLOR with Blaze Orange Seat Belt Webbing
48USV	SEAT BACK, PASSENGER High Back

Code	Description
48XGC	SEAT,26",WALL,3PT,LT {BTI Seating System} (01) High Back, with 3 Point Seat Belts
48YAH	SEAT,39",WALL,3PT,LT {BTI Seating System} (12) High Back, with 3 Point Seat Belts
48YAX	SEAT,39",WALL,3PT,RT {BTI Seating System} (13) High Back, with 3 Point Seat Belts
48PWD	UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers
48PHN	UPHOLSTERY, PASS SEATS, TYPE Prevaill, 42 oz.; for (21-22) Seats
48RLX	CUSHION, SEAT 15" Depth
48RRA	UPHOLSTERY, SEAT, STITCHING Single

BODY FEATURES

48HAC	WINDOW, ENTRANCE DOOR Laminated, Clear, with Single Piece Glass
49AMJ	ALARM, BACKING {Ecco #575} 107 dB
49AMT	CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses
49BGJ	FLASHER SYSTEM Omit; To be Used for Multi Functional School Activity Bus or Commercial Models Only, Non Route Use
49JBU	LIGHT, ENTRY DOOR {Sound Off/OptiLuxx} LED; 4" Oval; Light Mounted in Skirt Behind Entrance Door, Wired To Step Light
49BCR	LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection
49CKB	LIGHT, INDIC, WARNING LIGHTS OMIT, To be Used for Multi Functional School Activity Bus, Non Route Use Only
49JBV	LIGHT, LICENSE PLATE {Sound Off/OptiLuxx} LED, with Mounting Gasket
49JBW	LIGHT, STEP {Sound Off/OptiLuxx} 4" Round LED, White, Wired to Clearance Lights, Operated by Entrance Door
49EYH	LIGHT, STROBE LED, Specialty Man. Co. 845-4020-100, Low Profile, Double Flash, 4.50" High
49ZNC	LIGHTS, BACK UP (2) {Sound Off/OptiLuxx} 4" Round, White, LED, with Flange
49JBS	LIGHTS, CLUSTER {Sound Off/OptiLuxx} Oval, 4 Internal LEDs per Light; Amber Front and Red Rear
49BYZ	LIGHTS, DIRECTIONAL, REAR (2) {Sound Off/OptiLuxx} LED, 7" Round Amber
49MTD	LIGHTS, DIRECTIONAL, SIDE {Sound Off/OptiLuxx} Amber, Rectangular LED Armor Type, (2) Mounted at 1st Window Section and (2) Mounted Over Rear Wheel Pocket, Between 2nd and 3rd Rub Rail
49JEK	LIGHTS, DOME LED, Rectangular Recessed Type, Two Full Rows, for 34'02", 34'11", 35'08" Body Lengths
49ESC	LIGHTS, DOME, DRIVER (1) LED, Rectangular, Mounted in Light Bar in Ceiling, with Separate Switch
49JED	LIGHTS, MARKER, FRONT & REAR LED, Flush Mount, Amber Front and Red Rear
49ZNN	LIGHTS, MARKER, SIDE, INTERMED LED, Amber, Flush Mount, Intermediate, Centered, Required for Units 30 Foot or Longer
49BYT	LIGHTS, STOP (2) {Sound Off/OptiLuxx} and Tail; 7" Round LED, Red
49ZNG	LIGHTS, STOP & TAIL ADDITIONAL (2) {Sound Off/OptiLuxx} 4" Round LED, Red, with Flange
49BGH	LIGHTS, WARNING Omit All; To be Used for Multi Functional School Activity Bus, Non Route Use Only
49AWV	SPEAKERS AND WIRING (8) Flush Mounted In Light Bar
49AJY	STOP ARM, FRONT Omit

Code	Description
49BSL	SWITCH, DOME LIGHTS, DIMMER for All Passenger Dome Lights
49AMY	SWITCH, REAR DOOR BUZZER for Emergency Door
49BTR	WIRING MOD, DOME LIGHTS Mounted in Ceiling
49EGM	MIRROR, CROSS VIEW, EXTERIOR (2) {Rosco Mini Hawk-Eye} Black, Heated
	Includes : MIRROR MOUNT Attached to Body with Metal Backing Plates
49EGC	MIRROR, INSIDE 6" x 30", Clear Safety Glass, Metal Back, Round Corners
49DNB	MIRROR, REAR VIEW, EXTERIOR {Rosco AccuStyle} Black, Motorized Head, Heated, Breakaway Bracket
49ENK	VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield
49GDS	COMPARTMENT ABOVE DRIVER Left of the Driver
	Includes : COMPARTMENT ABOVE DRIVER Compartment Size: 39" x 10" x 10" : HINGES Piano Type
49JGJ	FIRE EXTINGUISHER 5 lb 3A-40BC Minimum, with Flexible Hose and Metal Nozzle
49JGN	FIRE EXTINGUISHER, FRONT LOC Located Behind Driver Seat
49JGW	KIT, BODY FLUID National Standard, Poly White Box
49EUB	KIT, FIRST AID Metal; 24 Unit, Spec State
49MZV	LATCH, COMPARTMENT Locking, for Overhead Storage Compartment
49JEY	LOCATION, BODY FLUID KIT on Bulkhead
49GCH	LOCATION, FIRST AID KIT Right Side Front Bulkhead with Screws
49GDG	PADDING COMPART ABOVE DRIVER Window; Safety Equipment Compartment, with Cutout for Dome Light
49GLP	REFLECTORS, REAR (2) 3", Red, Mounted with Screws
49GLM	REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted with Screws
49GLA	REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted with Screws, Below The Third Rub Rail From the Top
49GLG	REFLECTORS, SIDE, REAR (2) 3", Red, Mounted with Screws
49GED	SAFETY TRIANGLES Warning Reflectors, Mounted on Floor Between Driver Seat and Drivers Crash Barrier/ Stanchion/Partition
49GUB	CUTTER, SEAT BELT {TIE TECH Safecut} for Cutting Seat Belts
49JGE	CUTTER, SEAT BELT, LOCATION Mounted on Panel Left of Driver
49JAC	DEF FILLER DOOR with Non-Locking Latch
49GUK	FENDERS, RUBBER, REAR (2)
49MZS	FUEL FILLER DOOR Non-Locking, Lever Latch, Spring Loaded to Hold in Open Position
49CKT	FUEL FILLER PIPE Low Profile Neck Cap and Vent Hosing, for Use with Right Side Fill for Between the Rail Fuel Tanks, for Above the Floor Fuel Fill, for 25 GPM Fill Rate Only
49GUM	INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel
49GVC	MUD FLAPS, REAR WHEELS (2) Rubber

Code	Description
49MUC	SIGN, DESTINATION, FRONT Omit
49MUD	SIGN, DESTINATION, REAR Omit

Services Section:

WARRANTY

40126	WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built March 1, 2017 or Later, CTS-3304H
40YET	SERVICES, TOWING Service Call to 24-Month/Unlimited Mileage to the Nearest IC Bus Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $1100 (USA) Maximum Benefit per Incident
40CYY	SRV CONTRACT, ENTRANCE DOOR 3 Year/Unlimited Miles, Entrance Door Policy
40YGC	SRV CONTRACT, EXT VEH COVERAGE To 24-Month/50,000 Miles (80,000 km), Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Perforation or Corrosion of Cab/ Cowl Structure and Paint

BODY FEATURES

49GVN	WARRANTY 5-Year, Limited

49GVN Warranty 5-Year, Limited is an International warranty only. It does not apply to any after-market parts.

40YGC Warranty: Longhorn Bus will cover the warranty for 2 yrs./unlimited mileage. (International will cover the first 50K miles. Longhorn Bus will cover 50K+ miles, up to the ending of the Two-year term, per current Texas School Bus Specifications.)

AC - 136KBTU BERGSTROM - FRONT & REAR INWALL W/MID EVAPS (FACTORY INSTALLED DASH AC) LHB INSTALL

DOT INSPECTION

PRE DELIVERY INSPECTION CE MODEL

SET GOVERNOR SPEED 75 MPH

WEIGHT SLIP

Financial Summary
2026 CE SCHOOL BUS (PB110)

(US DOLLAR)

Description	Price
Net Sales Price:	$161,502.00

Prices are good for 30 days from the date of this proposal. Price does not include Buy Board fee of $800 per purchase order, please add if applicable for Buy Board contract 722-23.

PRICE PER BUS: $161,502.00

ESTIMATED DELIVERY TERMS: 300-365 Days from receipt of a purchase order. Longhorn Bus Sales will not be held responsible for material shortages or delays due to any global pandemic or any other reasons outside of our control, that of the represented OEM (IC Corp) or third-party vendors used to complete a customers' bus order. **Any buses ordered will be subject to any and all applicable surcharges at the time of build, due to market volatility. Any applicable surcharges will be the buyers responsibility.** A bus order may be delivered without OEM or third-party products (i.e., A/C, GPS, two-way radios, camera surveillance equipment, etc.), and any such items will be installed immediately upon availability. Due to industry constraints, quote pricing may fluctuate.

Potential shortages/delays will not hold up invoicing and/or payment. Instructions for payment of invoices will be provided upon invoicing. Please AVOID wiring any funds to previous accounts. Due to new ownership by Holt Truck Centers, please contact Ashley Schrader at 713-631-9306 for payment instructions.

OPTIONAL ITEMS TO CONSIDER (Not included in above pricing)

(*) Bendix Wingman Fusion 3.0 - $2,975.00 per bus

(*) Previously the Bendix Wingman Advance collision mitigation system was a standard feature on the IC Bus Product. This system is being discontinued by Bendix. The new Bendix Fusion 3.0 collision mitigation system with Pedestrian Autonomous Emergency Braking is now available as an option for customers who are interested in our most advanced safety system yet.

By signing this document in acceptance of an order, the customer acknowledges that all equipment listed within this document is correct. Longhorn Bus Sales will not be responsible for any miss-built units. Any changes to what is listed herein, may result in additional charges to an order.

Signing this proposal will not be accepted in place of a purchase order. A purchase order is required to initiate any new bus order. If your agency does not use purchase orders, please sign this proposal and prepare a written letter of intent noting the need to place your order for the specific equipment desired.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

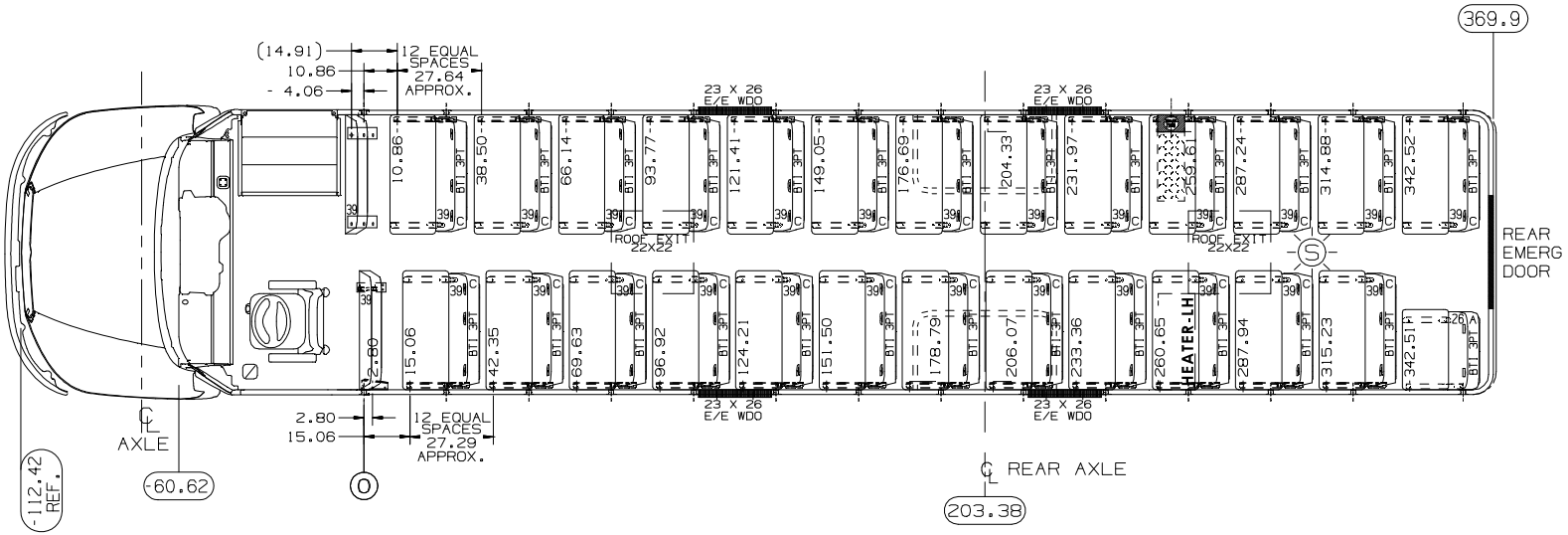
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

BODY PLAN

WHEELBASE 276"

PB11000, 34 FT. 11 IN., PLUS 9 RR, CAP 77



CHK	DATE	CHANGE	REV	REFERENCE

INTERNATIONAL TRUCK AND ENGINE CORPORATION

INTERNATIONAL® CONFIDENTIAL PROPRIETARY

50ZCZ/49001

REVISE ONLY ON LOGIC SYSTEM

REFERENCE	DX9386A001
LINEAR MEASURE: mm ☐ in ☒	APPROX. MASS (WEIGHT) ROUGH PART FINISH PART
UNLESS SPECIFIED DIM TOLERANCES ARE: ONE PLACE (.X) ±1.5 ±.06; TWO PLACE (.XX) ±0.8 ±.03; THREE PLACE (.XXX) ±0.25 ±.010; ANGLES ±1°	THIRD ANGLE PROJECTION; INTERNAL CONTROL
NAME: BODY PLAN PB11000	CONTROL: E 50
NAME (TRANSLATION)	VERSION: E
DRAWN: U02A559	MATERIAL; APPD/REV DATE
DATE: 07SEP22	
CHECKED; DATE	
APPROVED; DATE	PIRS NOUN CODE; PART TYPE CODE; SCALE: NONE; SIZE: 4
RELEASE NO.	PART NO.: DM0080A001; SHEET: 01; FRAME

THIS UNIT CONFORMS TO APPLICABLE FMVSS

THIS DOCUMENT IS IN ACCORDANCE WITH ASME Y14.5M-1994 AS AMENDED BY THE INTERNATIONAL TRUCK DIVISION DIMENSIONING AND TOLERANCING ADDENDUM-2000.

REGION 7
EDUCATION SERVICE CENTER

August 19, 2025

Pineywoods Community Academy
Attn: Catharine Squyres 601 S. Raguet Lufkin, TX 75904
RE: Proposal Submission – LASO Cycle 3 Strong Foundations Planning & Implementation

Dear Ms. Squyres,

I'm excited to share Region 7 ESC's proposal to partner with Pineywoods Community Academy on the LASO Cycle 3 Strong Foundations Planning (SFP) and Strong Foundations Implementation (SFI) grants.

For more than five decades, Region 7 ESC has worked side-by-side with districts and charter schools to help students thrive, blending research-driven instructional design with practical, on-the-ground support. For Pineywoods Community Academy, we'll bring in our dedicated team to build a solid, TEA-aligned instructional framework in the planning phase and bring it to life with consistent, high-impact, in-person implementation across your campuses.

In the proposal, you'll see how we:

- Meet every TEA requirement for SFP and SFI — on time and in full
- Provide steady, face-to-face support for leaders, coaches, and teachers
- Engage stakeholders in ways that boost buy-in and long-term success
- Keep RBIS at the heart of planning and implementation for measurable results

We'd love the chance to bring our experience, energy, and commitment to Pineywoods Community Academy's Strong Foundations initiatives. If any questions come up as you review the proposal, you can reach me at 903-688-6801 or efoster@esc7.net.

Thank you for considering our proposal — we look forward to the possibility of working together.

Sincerely,

Emili Foster
Director of Curriculum
Region 7 Education Service Center
903-688-6801 | efoster@esc7.net

REGION 7 EDUCATION SERVICE CENTER

Vendor Proposal – Pineywoods Community Academy

Strong Foundations Planning (SFP) & Strong Foundations Implementation (SFI)

Date: August 15, 2025

Contact: Emili Foster, Director of Curriculum

Phone:903-688-6801

Email: efoster@esc7.net

REGION 7
EDUCATION SERVICE CENTER

1. About the Vendor

Vendor Name: Region 7 Education Service Center (ESC)

Years in Operation: Established 1967 – Present

Location: Kilgore, Texas

Website: www.esc7.net

Overview & Mission: Region 7 ESC exists to assist districts and charter schools in improving student performance, operating efficiently, and implementing legislative or Commissioner-assigned initiatives. We deliver programs and services that meet or exceed customer expectations, ensuring every student has equitable access to rigorous, grade-level instruction.

For Pineywoods Community Academy, Region 7 ESC will provide end-to-end support through both Strong Foundations Planning (SFP) and Strong Foundations Implementation (SFI). Our integrated model ensures a seamless transition from vision-setting to deep, sustainable implementation.

2. Capacity & Staffing

We maintain a 22-member Bluebonnet team, including a bilingual math content specialist to support diverse student populations. For Pineywoods Community Academy, a dedicated subset of this team will remain assigned for the full duration of the project, providing cohesiveness, continuity, and context-specific expertise.

Staffing Model

- SFP Team: Project Lead + certified RBIS trainers
- SFI Team: Project Manager + Implementation Advisor and Product Advisor assigned to each participating campus
- SFP and SFI teams work in concert to ensure all planning deliverables flow directly into implementation

On-Site Commitments

- Monthly Implementation Advisor visits and twice-monthly Product Advisor visits for each campus
- Leader and coach training at the campus level and at ESC 7 to foster regional collaboration
- All core deliverables completed in person to strengthen relationships and reinforce fidelity

Experience & Track Record

- Approved provider for all three cycles of both SFP and SFI, with extensive *Bluebonnet Learning* expertise
- Proven systems for project management, data tracking, and reporting — 100% on-time submission of TEA deliverables
- Frequently engaged by TEA to train and model best practices for other approved providers
- Extensive experience supporting rural and high-needs campuses across Region 7
- Supported 91% of awarded LEAs with 100% retention of customers for subsequent LASO cycles

3. Scope of Work

Strong Foundations Planning (SFP) – Math or Literacy

1. **Vision-Setting & Goal Alignment:** Facilitate sessions with district and campus leaders to establish a math or literacy instructional vision aligned with TEA's Research-Based Instructional Strategies (RBIS) and define measurable student learning outcomes.
2. **Stakeholder Engagement:** Build investment from teachers, leaders, and community members through structured communications and collaborative planning, integrating RBIS into stakeholder actions.
3. **Instructional Framework Development:** Co-develop a mother literacy instructional framework aligned to scope/sequence and TEA fidelity requirements.
4. **Professional Learning:** Deliver on-site RBIS training for leaders and teachers; host cross-LEA collaboration sessions at ESC 7 to share planning insights.
5. **Action Planning & Transition Readiness:** Finalize district-level instructional materials transition plan and campus-level action plans, ensuring all outputs directly feed into SFI for implementation.

Strong Foundations Implementation (SFI) – Math Focus

1. **Implementation Oversight:** Project Manager coordinates with an Implementation Advisor and Product Advisor assigned to each campus, maintaining full alignment with SFP action plans.
2. **Leadership Capacity Building (Implementation Advisor Role):** Monthly Implementation Advisor-led professional learning for campus and district leaders; two math learning walks per campus annually, followed by analysis and strategic action planning.
3. **Teacher & Coach Capacity Building (Product Advisor Role):** Twice-monthly Product Advisor visits delivering math-specific professional learning, embedded coaching, and curriculum internalization; quarterly product-specific observations with targeted feedback.
4. **Data-Driven Continuous Improvement:** Support leaders and coaches in analyzing student performance and fidelity data; adjust supports in real time to strengthen instruction.
5. **Year-Two Sustainability Planning:** Guide leadership in refining systems and practices for deeper Year 2 implementation and document replicable models for scaling district-wide.

4. Compliance & Accountability

All SFP and SFI activities will meet or exceed LASO Cycle 3 requirements, including:

- On-time submission of all TEA deliverables
- Adherence to the 50% budget allocation to approved provider requirements for SFP & SFI
- 50% of the total funding designated for Strong Foundations Planning and Strong Foundations Implementation will be used to satisfy the grant requirements. If the LEA requests support beyond those metrics, Region 7 is prepared to provide them.
- Full alignment with TEA's key commitments for both Planning and Implementation Grants

Signature Authorized Signatory:  **Date:** 8/21/2025

Title: Chief Academic Officer

 FAILURE TO RETURN THIS COMPLETED DOCUMENT MAY RESULT IN PROPOSAL DISQUALIFICATION.

Request for Proposal Submission Sheet

Strong Foundations Planning and Implementation Grant Support

Vendor Name: Region 7 Education Service Center

Please complete the following

Price

Total Estimated Cost

$ (50% of the total funding allocated for Strong Foundations Planning and Strong Foundations Implementation- as required as a minimum by the metrics of the grants) If additional supports beyond those outlined in the metrics of the grants are requested by the LEA, Region 7 is prepared to provide them.

Vendor must use this form when submitting a proposal.

Proposals are due by August 21, 2025 at end of business.

Proposal is valid thru September 30, 2025

Emili Foster

Signature of person submitting proposal

8/21/2025

Date

903-988-6801

Phone number

ACKNOWLEDGE RECEIPT OF

VENDOR INFORMATION:

This proposal will be awarded at the next board meeting. After which time, Purchase Orders will be distributed to the various vendors. To ensure prompt processing of orders, **please indicate your mailing address to remit Purchase Orders:**

Region 7 ESC		Emili Foster
Company Name		Contact Person
1909 North Longview Street		
Mailing Address		
Kilgore	Texas	75662
City	State	Zip
903-262-7001	903-988-6708	efoster@esc7.net
Phone Number	FAX Number	Email Address

Upon receipt of orders, please indicate address to remit Payment (if different from above address):

Company Name		Contact Person
Mailing Address		
City	State	Zip
Phone Number	FAX Number	Email Address

Request for Non-Competitive (Not Sole-Source) Procurement
Complete and submit this form to request prior approval for a noncompetitive procurement that is not a sole-source proposal. Limit one proposal per form. Completion and submission of this form satisfies the requirements in 2 CFR 200.320.

Contact and Form Submission Information

ID	Date Submitted
EDGAR-NONCOMPET-325	06/04/25 12:48 PM
School Year	**Other School Year (if applicable)**
2025-2026	
LEA Name and CDN	
REG 7 ESC 92950	
Name of Federal Grant	
All Grants Awarded by TEA (For ESC Only)	
Name of Older Grant (if applicable)	
Name of Individual Completing Form	**Email of Individual Completing Form**
Christie Bell	cbell@esc7.net

Texas Education Agency | Grant Compliance and Administration

Description of Request

Description the proposal and explain the rationale for making it noncompetitive.

Contracted services from Region 7 ESC to Region 7 LEAs, Texas LEAs in other service center areas and other ESCs that purchase services from Region 7 ESC. Services include the broad categories of technical assistance, professional development, direct services and products.

Do you have a sole-source verification letter from the proposed vendor?

No

Texas Education Agency | Grant Compliance and Administration

Provide a reason that this procurement is a noncompetitive or sole-source procurement.
Region 7 Education Service Center operates at the will of the Texas Legislature and operates under the supervision of the Commissioner of Education to assist school districts in improving student performance in the region; to enable school districts to operate more efficiently and economically; and to implement initiatives assigned by the legislature or commissioner. Per the Texas Education Code for Regional Service Centers as outlined in Chapter 8, Region 7 ESC maintains core services for purchase by school districts and campuses, as well as additional services requested by LEAs. These services fall into broad categories of technical assistance, professional development, direct services, and products. 2 CFR 200.320(c)(4) allows TEA, as the pass-through entity, to authorize noncompetitive proposals in response to a written request, including contracted services from ESCs to LEAs. Therefore, Region 7 ESC is requesting that TEA authorize the purchase of these services as a noncompetitive procurement for LEAs for the period of 9-1-25 through 8-31-26.

Texas Education Agency

Grant Compliance and Administration

Certification and Incorporation
Name and Title of Authorized Official
Todd Schneider, Executive Director

By entering my name below and submitting this electronic form, I hereby certify that:

☑ 1) The information and data contained in this form is, to the best of my knowledge and belief, true, complete, and correct.

☑ 2) The organization named above has authorized me, as its representative, to complete and submit this information and data, for and on behalf of the organization, and otherwise to act as the organization's authorized representative in submitting this information and data; and

☑ 3) Any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations.

TEA Decision and Comment
TEA Decision
Approve
TEA Comment (as applicable)

Signature of Chief Grants Officer: Cory Green, Associate Commissioner

Date of TEA Decision: 06/16/25

1701 N. Congress Avenue
Austin, TX 78701

tea.texas.gov

512-463-9734
FAX 512-463-9838



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: PINEYWOODS COMMUNITY ACADEMY
Prepared by: ALEX DRABANT
Contact: DAMON ADAMS
Phone: 210-379-8402
Email: DAMON.ADAMS@PCACHARTER.NET
Email: ALEXD@SILSBEEFLEET.COM
Product Description: CHEVROLET SUBURBAN
Date: August 25, 2025

A. **Bid Item:** CC10906 **A. Base Price:** **$ 60,101.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CC10906	CHEVY SUBURBAN 2WD			EXTERIOR - WHITE	
L84	5.3L GAS V8	$ -		INTERIOR - BLACK CLOTH	
MHS	10 SPEED AUTO TRANSMISSION	$ -			
				Total of B. Published Options:	**$ -**
				Published Option Discount (5%)	

C. **Unpublished Options** **$=** 0.0 **%**

Description	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	**$ -**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ 350.00**

E. **Lot Insurance (for in-stock and/or equipped vehicles):**

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 90 **miles** **$ 180.00**

H.	**Subtotal:**		**$ 60,631.00**
I.	**Quantity Ordered**	1 **x H =**	**$ 60,631.00**
J.	**Trade in:**		**$ -**
K.			
L.	**Total Purchase Price**		**$ 60,631.00**