

Garland Independent School District

Board of Trustees

Regular Meeting

Tuesday, June 28, 2022

Agenda

5:00 PM

- I. Call to Order and Determination of a Quorum
- II. Pledges of Allegiance
- III. Public Meetings
 - A. Conduct a Public Meeting on the District’s Safe Return to In-Person Instruction and Continuity of Services Plan – **Renee Kotsopoulos and Dr. Shelley Garrett** 5
 - B. Conduct a Public Meeting on the District’s 2022-2023 Budget and Proposed Tax Rate – **Dr. Brent Ringo and Brandy Mayo** 18
 - C. Conduct a Public Meeting on the Coronavirus Response & Relief Supplemental Appropriations (CRRSA) Elementary & Secondary School Emergency Relief (ESSER) II, and American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) III Grant Programs Update – **Dr. Kimberly Caddell, Dr. Brent Ringo and Brandy Mayo** 39
- IV. Public Forum: Members of the public who wish to make comments may complete a Public Comment Participation Request in person at Gilbreath-Reed Career and Technical Education Center prior to the start of the meeting indicated in the posted notice. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels, in accordance with the Texas Open Meetings Act and Board policy. For more information about public comment procedures, please review the Board Policy for Public Comment accessible at the following link:
<https://pol.tasb.org/Policy/Code/364?filter=BED>.
- V. Information Items
 - A. Evidence of Excellence
 - 1. Recognize UniVsAll Step Team - **Joseph Figarelli** 52
 - B. Going the Extra Mile (GEMs)
 - 1. Recognize Going the Extra Mile (GEM) Recipient Mary Garcia - **Sherese Nix** 53
 - C. Special Recognition - **Jason Wheeler** 55
 - D. Introduction of District Administrators - **Dr. Gradyne E. Brown** 56

VI. Discussion Items	
A. Discuss Legal Policies from TASB Update 119 - Justin Gobert, Lisa Ray	57
B. Discuss Local Policies from TASB Update 119 - Justin Gobert, Lisa Ray	559
C. Discuss Revisions to DH (Local) - Justin Gobert, Lisa Ray	585
D. Discuss Revisions to BDB (Local) - Justin Gobert, Lisa Ray	591
E. Trustees' Report	596
1. Trustee attendance at recent district and community events	
2. Announcement of upcoming district and community events	
3. Recognition of outstanding performance by district staff and students	
4. Recognition of new programs and special activities	
5. Message from Board President	
F. Superintendent's Report	603
G. Future Agenda Items	605
VII. Consent Agenda - Consider approval of	
A. Human Resources Report - Dr. Gradyne E. Brown	607
VIII. Action Item (Non Consent)	
A. Consider Approval of Revisions to Board Policy FFEA(LOCAL) - Justin Gobert, Lisa Ray, Dr. Tiffany Gilmore	635
B. Consider Approval of Budget Transfers and Amendments to the 2021-2022 General Fund, Student Nutrition Service Fund, and Debt Service Fund – Brandy Mayo (Finance Committee)	637
C. Consider Approval of the Final Amended Budgets for 2021-2022 – Brandy Mayo (Finance Committee)	644
D. Consider Approval of the Budget for the 2022-2023 School Year – Dr. Brent Ringo and Brandy Mayo (Finance Committee)	648
E. Consider Approval of Independent Sources of Instruction for the Training of Investment Officers – Dr. Brent Ringo and Rhonda Rountree (Finance Committee)	650
F. Consider Approval of Qualified Investment Brokers – Dr. Brent Ringo and Rhonda Rountree (Finance Committee)	652
G. Review the Investment Policy and Investment Strategy and adopt a written instrument stating review of same and recording any changes made to either the investment policy or investment strategies – Dr. Brent Ringo and Rhonda Rountree (Finance Committee)	654
H. Consider Approval of Resolution Designating Investment Officers for the District – Allison Davenport (Finance Committee)	660
I. Consider Approval of Resolution of the Adoption of Committing Fund Balances – Allison Davenport (Finance Committee)	681
J. Consider Ratification of the FY22 Tax Refund Resolution – Kristi Cooper (Finance Committee)	683
K. Consider Approval of 2022-2023 Salary Schedule – Dr. Gradyne E. Brown (Finance Committee)	689

L. Consider Approval of Region X Multi-Region Purchasing Cooperative Agreement – Mark A. Booker (Finance Committee)	726
M. Consider Approval of Staff Parking Expansion at Sam Houston Middle School – Javier Fernandez (Facilities Committee)	743
N. Consider Approval of Replacement of Greenhouse at Naaman Forest High School – Javier Fernandez and Coleman Bruman (Facilities Committee)	754
O. Consider Approval of the Memorandum of Understanding (MOU) for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) - Dr. Babetta Hemphill (District Affairs Committee)	768
P. Consider Approval of Instructional Materials Adoption Recommendations - LeeAnn Stephenson (District Affairs Committee)	802
Q. Consider Approval of Annual Special Education Camera Activation Resolution - Dr. Bentley Parker (District Affairs Committee)	819
R. Consider Approval of Renewal of Shared Service Agreement with Dallas Regional Day School Program for the Deaf - Tanya Ramos, Dr. Bentley Parker (District Affairs Committee)	843
S. Consider Approval of Memorandum of Understanding Agreement Between Garland ISD and Texas A&M University-Commerce - Dr. Tiffany Gilmore (District Affairs Committee)	902
T. Consider Approval of the Academic Calendar Update Recommendations: 2022-23 and 2023-24 - Dr. Susanna Russell (District Affairs Committee)	948
U. New Bids (Finance Committee)	
1. Contract #212-22 – Consider Approval of Purchase of Career and Technical Education Training Merchandise and Services – Coleman Bruman	955
2. Contract #9-22 – Consider Approval of Purchase of Disposable Products for Student Nutrition Services (SNS) – Jennifer Miller	958
3. Contract #48-22 – Consider Approval of Purchase of Dish Room Chemicals, Safety, Sanitation and Services – Jennifer Miller	975
4. Contract #302-22-03 – Consider Approval of Purchase of Instructional Material-Social Emotional Learning – Dr. Kim Caddell	978
5. Contract #302-22-19 – Consider Approval of Purchase of Instructional Material and Supplies – Dr. Kim Caddell	983
6. Contract #310-22-02 – Consider Approval of Purchase of Consulting Services for Higher Education – Dr. Kim Caddell	991
7. Contract #397-22-09 – Consider Approval of Purchase of Instructional Intervention Software – Dr. Kim Caddell	995

8. Contract #397-22-08 – Consider Approval of Purchase of Instructional Software and Materials for Career Technical Education – **Dr. Susanna Russell** 999
- V. Increase to Awarded Bids (**Finance Committee**)
1. Contract #210-21 – Consider Approval of Increase in Awarded Amount for Clean/Sanitize Football Shoulder Pads – **Dr. Susanna Russell** 1003
2. Contract #302-21-07 – Consider Approval of Increase in Awarded Amount for Science Curriculum Resource – **Dr. Kim Caddell** 1006
3. Contract #318-19 – Consider Approval of Increase in Awarded Amount for Internal Audit Services – **Mark A. Booker** 1010
- IX. Executive Session: Executive session will be held for purposes permitted by Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.
- A. Pursuant to Texas Government Code Section 551.071, private consultation with the Board’s attorney, in person or by phone, when the Board seeks the advice of its attorney about: 1) pending or contemplated litigation; 2) a settlement offer; or 3) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
- B. Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
- X. Reconvene from Executive Session for action relative to items considered during Executive Session
- XI. Adjournment



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Conduct a Public Meeting on the District's Safe Return to In-Person Instruction and Continuity of Services Plan

Agenda Section: Public Meeting

Administrator Responsible: Mrs. Renee Kotsopoulos
Director of Health Services

Dr. Shelley Garrett
Assistant Superintendent of Safety Operations

Board Goal Objective:

Not applicable.

Superintendent's Goal:

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Renee Kotsopoulos, Director of Health Services, will present the updates to the District's *Return to In-Person Instruction and Continuity of Services Plan 2022-2023* per ESSER III's requirement of conducting a hearing every six months.

After all interested individuals wishing to address the Board have expressed opinions about the District's safe return to in-person instruction and continuity of services plan, the President will close the meeting and further input will cease. Formal adoption of the District's safe return to in-person instruction and continuity of services plan will be considered in the Board Meeting following the Public Meeting

This agenda item was submitted for discussion to the Finance Committee on June 14, 2022.

Memo

To: GISD School Board Trustees

From: Renee Kotsopoulos, RN, Director of Health Services

CC: Dr. Ricardo López, GISD Superintendent

Dr. Susanna Russell, GISD Chief Leadership Officer

Date: June 28, 2022

Subject: Public Meeting on Recommended changes to the Return to In-Person Instruction and Continuity of Services Plan 2022-2023

During the upcoming Board meeting scheduled for Tuesday, June 28 2022, Trustees will be presented with recommendations for changes to the Return to In-Person Instruction and Continuity of Services Plan 2022-2023.

Input from stakeholders was elicited and a Public Hearing will be conducted during the meeting to allow for further input from stakeholders.

Based upon feedback the following recommendations are presented:

- Remove requirement for Plexiglas in classrooms/cafeteria
- Plexiglas in cafeteria available upon parental request
- Water fountains turned back on; students highly encouraged to bring clear water container
- Parents allowed in building to pick up their ill child
- Continue centralized tracing
- Continue COVID-19 testing on campuses and PDC
- Allow staff to return on Day 6 if symptom-free (wearing mask)
- If student unvaccinated, allow to return on day 5 with negative PCR test
- Home administered COVID tests will be accepted, under certain stipulations
- Air hand dryers turned back on

Draft Version of [Return to In-Person Instruction Continuity of Services Handbook 2022-2023](#)

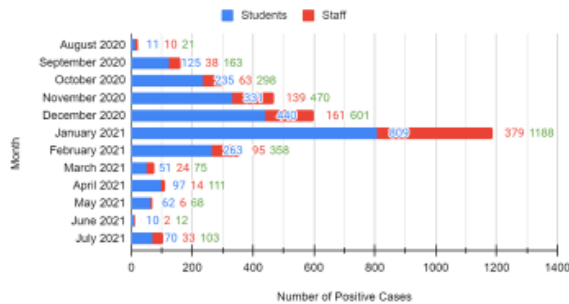
The following presentation is provided for your review. I look forward to answering any questions you may have.

Return to In-Person Instruction & Continuity of Services Plan 2022-2023

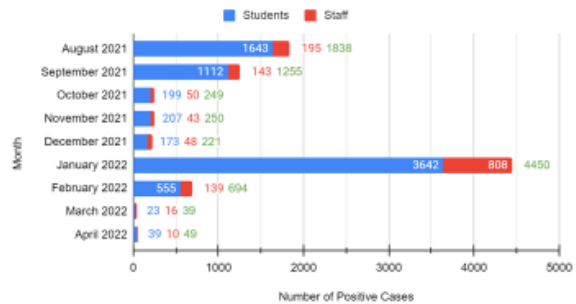


Year-to-Year Comparison

2020-2021 COVID Cases



2021-2022 COVID Cases



Stakeholders' Outreach

Direct emails and meetings with the following groups:

- Parent and community groups
- Teachers
- Campus administration
- District Education Improvement Council (DEIC)
- Students from elementary, middle & high school campuses
- Meetings in both English, Spanish, and Vietnamese

Feedback: Health & Safety – What's Important

High Priority from Participants:

- 55.6% Cleaning and sanitation supplies
- 56.3% Projects to improve indoor air quality
- 35.6% PPE
- 78.5% Social, emotional & mental health services

Recommendations

Recommendations

- Remove requirement for Plexiglas in classrooms/cafeteria
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- Accept home administered COVID tests, with stipulations
- Turn air hand dryers back on

Pinpoint Our Focus

- Act, Don't React
- Utilize COVID-19 Color Levels
- Mental Health
- Education



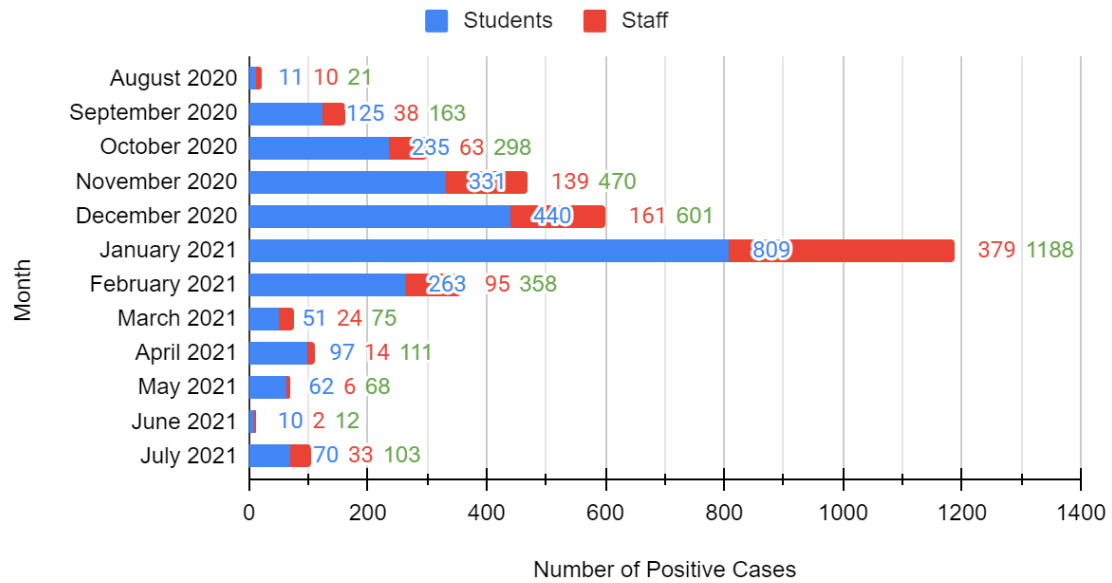


Return to In-Person Instruction & Continuity of Services Plan 2022-2023

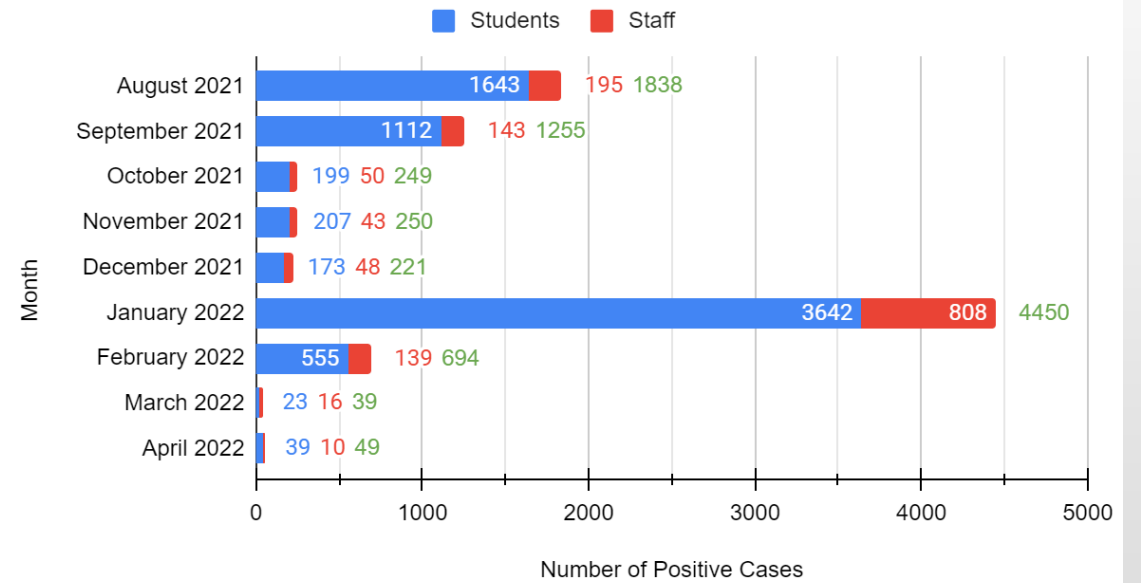


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Pinpoint Our Focus

- **Act, Don't React**
- **Utilize COVID-19 Color Levels**
- **Mental Health**
- **Education**







**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Conduct a Public Meeting on the District's 2022-2023 Budget and Proposed Tax Rate

Agenda Section: Public Meeting

Administrator Responsible: Dr. Brent Ringo
Chief Financial Officer

Ms. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Dr. Brent Ringo, Chief Financial Officer, and Ms. Brandy Mayo, Executive Director of Budget, will present the 2022-2023 budget and proposed tax rate. Immediately after the presentation, Board President will open the meeting to any citizen who wishes to address the Board regarding the District's budget and proposed tax rate for 2022-2023.

After all interested individuals wishing to address the Board have expressed opinions about the budget and proposed tax rate, the President will close the meeting and all further input will cease. Formal adoption of the budget for 2022-2023 will be considered in the Board Meeting following the Public Meeting.

This agenda item was submitted for discussion to the Finance Committee on June 14, 2022.



Public Meeting on the 2022-23 Budget & Proposed Tax Rate

June 28, 2022

2022-2023 General Fund (GF) Budget Assumptions

- Close to Fully Operational in FY23
- Campuses and Departments Operating Under 12% Reductions
- Fiscal Year: July 1, 2022, to June 30, 2023
- Taxable Assessed Value Growth: 10% - could change with DCAD information
- M&O Tax Rate: \$0.9053, includes 5th Golden Penny
- 98% Tax Collection Rate
- Average Daily Attendance 47,883

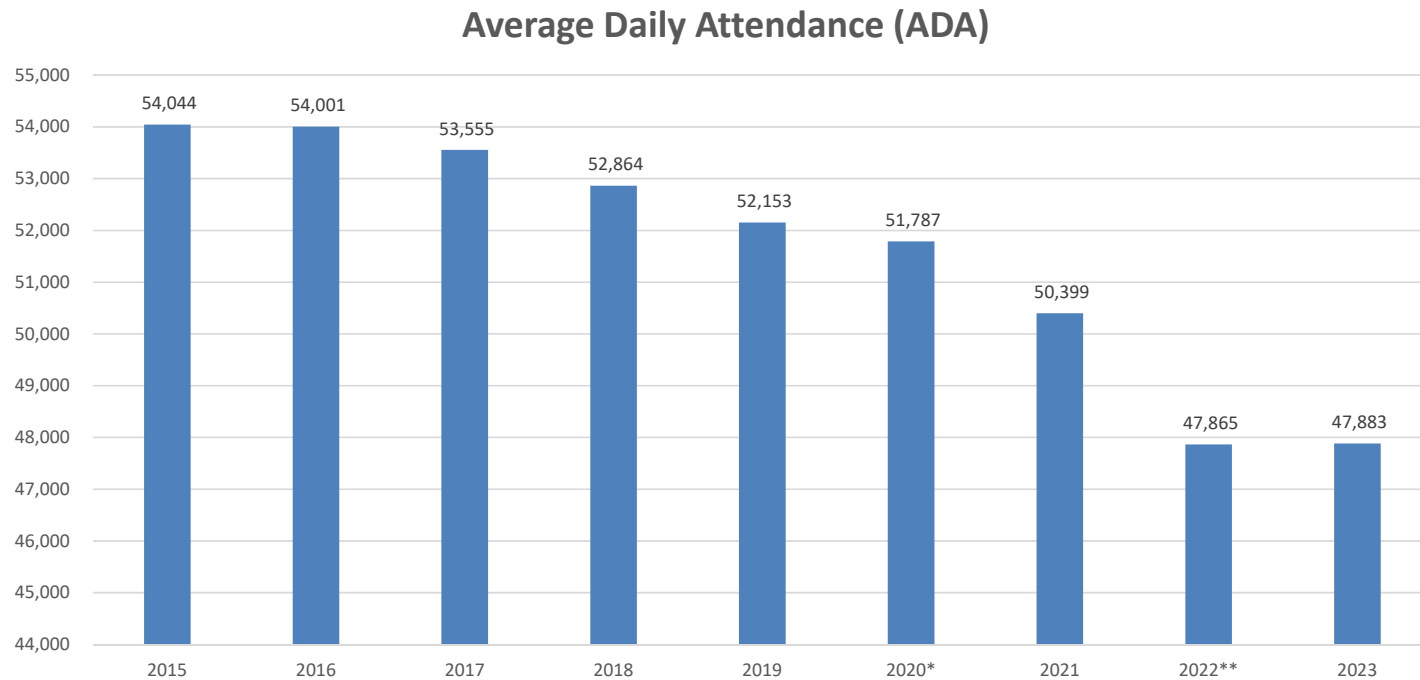
2022-2023 GF Budget Unknowns

- CCMR- College, Career and Military Readiness
- Census Block Data
- CTE- Career and Technical Education
- Attendance Rate Fluctuations
- Vacancies
- Gas/Utilities Prices
- Revenue Fluctuations

Budget Reductions

		FY22 One Time Adds Reduced	Reductions
		Wireless Hotspots	451,325
		Oracle ERP Upgrade	750,000
		21-2022 Convocation	100,000
		Pre-K Furniture-- expansion	270,000
		Montessori teacher training, furniture, curriculum and materials	299,700
		Additional Reductions	
ICON	}	Virtual School- CTA's, Instructional Coaches, Principals, Assistant Principal, Counselor	326,286
		Virtual School- Curriculum and Resources	50,000
		Virtual School Contract	824,300
		COVID Cleaning	1,000,000
		Intersession Payroll	3,368,899
		Intersession Non Payroll	239,953
		ACE Program Reductions	2,670,890
		Staffing Reductions	1,605,863
		Total Reductions	11,957,216

Average Daily Attendance

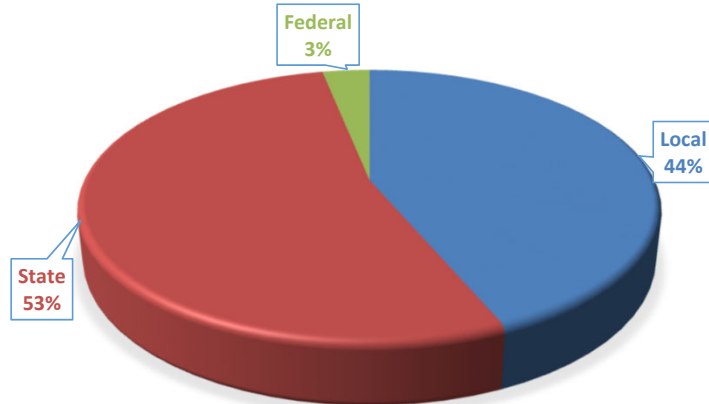


*2020 Actual ADA, Hold Harmless not included. Attendance was not counted for the last two grading periods

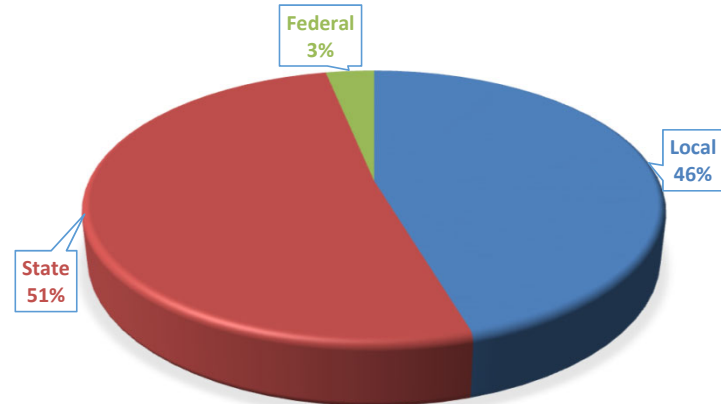
** 2022 Actual ADA, Hold Harmless not included.

Revenue Breakdown 2022-2023

REVENUE BREAKDOWN 2021-22



REVENUE BREAKDOWN 2022-23



General Fund Budget Recommendations

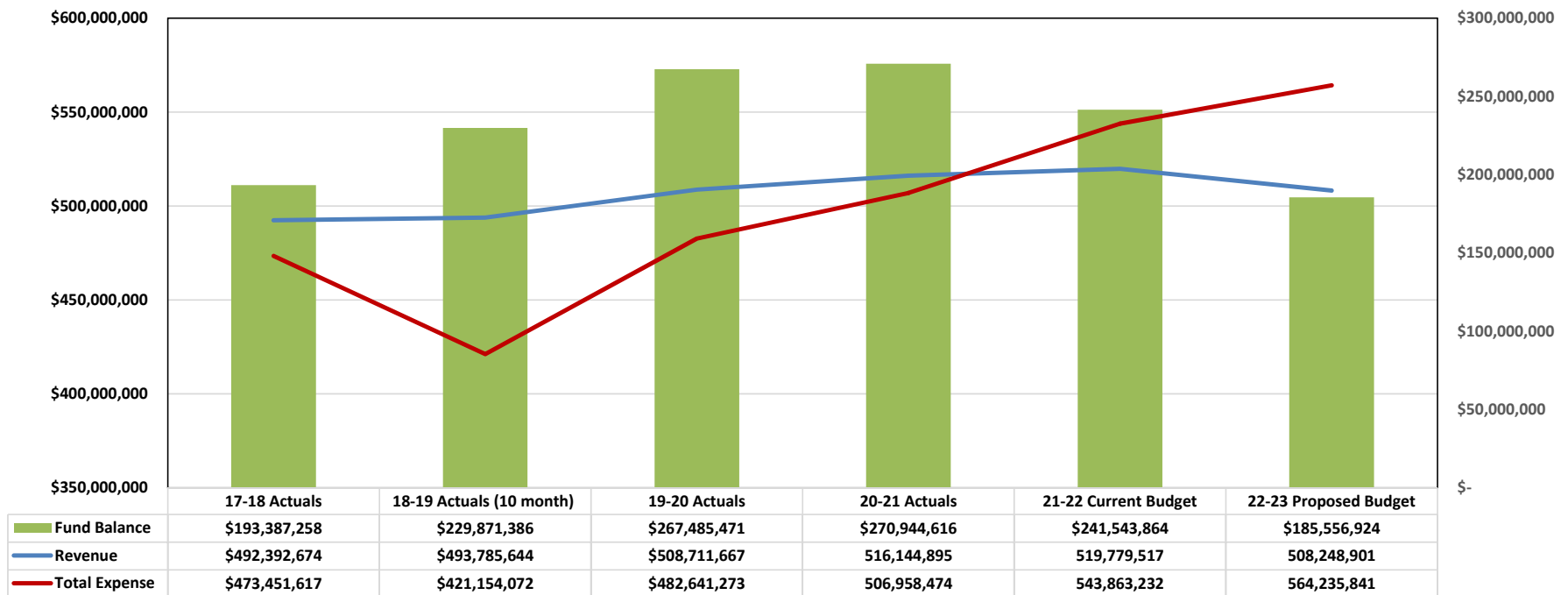
House Bill 3 Compensation Group is Defined as full-time:

- Teacher, Librarians, Counselors & Nurses
- 5% and Starting at \$60k

Recommendation		
1-Time (only in 2022-23 Fiscal Year)	Amount	Board Update
Pre-k expansion furniture and instructional materials	254,000	February-22
Auditorium Audio, Convocation, SRO Vehicle Replacement	185,405	May-22
Total One Time Add	439,405	
Recommendation		
Ongoing (2022-23 & Future Fiscal Years)	Amount	Board Update
Pre-k expansion 12 Teacher FTE's and 19 Para FTE's	1,445,000	February-22
College for All 2 Nurses, 2 Early College Liasion (Eastfield and Richland) and 2 Magnent Advisors (GISD) and .5 Early College Route Specialist	532,151	February-22
College for All Textbooks	569,560	February-22
College for All instructional materials for campuses, PD and coaching, and bus routes	581,200	February-22
SRO Contract Increase	110,230	February-22
TRS Increase	400,000	February-22
DCAD Annual Increase	86,000	March-22
Increase fees for ESSA administrative guidance	1,260,433	March-22
District Payraises and Increased Starting Pay to Teacher Pay Scale	21,240,817	May-22
50 Middle School Teaching Positions	4,100,000	May-22
Custodial Contract Increase	1,587,569	May-22
Color Guard, SPED Aide, Athletics Coordinator and New Stipend requests Fine Arts Lead, World Dance, Step Team Coach and HS Head Band Director	306,280	May-22
Increased fees for vendor licensing and application upgrades	805,522	May-22
New Employee Relations Department	319,507	May-22
Position reallocations, legal fees, recruiting costs	261,938	May-22
Increased cost of fuel and McKinney-Vento increases	691,053	May-22
Online testing, scoring, and materials PSAT, SAT, CoGat and CBE's	800,000	May-22
Total Ongoing Add	35,097,260	
Total Ongoing & 1-Time Adds for Fiscal Year 2022-23		35,536,665

Line Graph of Projected Revenues and Expenses Through 2022-23

Actual Revenue and Expenditure Comparison/Trend Chart



Potential Ongoing ESSER Expenditures

List of ongoing ESSER needs that may affect fiscal year 2023-24

Description	Amount
HB4545 accelerated instruction expansion of tutoring project	392,950
Education is Freedom	130,000
Mental Health Clinic	36,000
Mentoring Program	819,000
High School EOC Team Lead Stipend	90,720
Middle School Lead Stipend	442,260
Elementary Instructional planning support	124,215
Elementary professional development	491,400
Coaching and Mentoring Online Platform (Teach Boost)	6,840
GLAD Coaching for Sheltered Instruction Teacher Leaders	270,000
Sheltered Instruction Teacher Leader supplemental pay	291,200
Multisensory Teaching Approach (MTA) Kits 1-7	60,530
Voyager Sopris Learning	525,281
ESGI-Easy Progress Monitoring+ Professional Development	29,080
Learning Forward- Androgogy Professional Development	48,000
Total	3,757,476

It is possible that these projects may change as we meet our academic recovery needs and reset our learning acceleration goals.

Potential Ongoing ESSER Expenditures

List of ongoing ESSER needs that may affect fiscal year 2024-25

Description	Amount
Texts to support cross content connections	616,000
Reading Academy training	90,000
Assessment and instructional suite for literacy	169,000
Multisensory teaching system easing into cursive	1,092
Multisensory teaching system basic language skills	2,828
Multisensory teaching system phonological awareness	1,204
Linguistics instructional program	12,125
Comprehensive Reading, ELA, Social Studies, and Science Instruction	47,500
Social Skills Program for k-12	4,950
Elementary reading intervention program	41,430
1:1 MS/HS Refresh Plan	2,700,000
Total	3,686,129

It is possible that these projects may change as we meet our academic recovery needs and reset our learning acceleration goals.

2023-2026 Budget Projections

	2021-22	2022-23	2023-24	2024-25	2025-26
	Current Budget	Projected Budget 10% TAV Growth	Projected Budget 3% TAV Growth	Projected Budget 2% TAV Growth	Projected Budget 2% TAV Growth
	Updated HH	No ADA Change 47,883	No ADA Change 47,883	No ADA Change 47,883	No ADA Change 47,883
REVENUE SUMMARY					
TOTAL LOCAL REVENUE	226,592,174	230,757,209	236,464,392	241,213,657	245,149,004
TOTAL STATE REVENUE	276,787,343	261,091,692	258,500,918	253,663,438	249,632,410
TOTAL FEDERAL REVENUE	16,400,000	16,400,000	16,400,000	16,400,000	16,400,000
TOTAL REVENUE SUMMARY	519,779,517	508,248,901	511,365,310	511,277,095	511,181,414
EXPENDITURE SUMMARY					
PAYROLL	459,675,761	480,862,061	484,862,061	484,862,061	484,862,061
NON-PAYROLL	84,187,471	83,373,780	94,870,387	96,293,443	97,737,844
TOTAL EXPENDITURE SUMMARY	543,863,232	564,235,841	579,732,448	581,155,504	582,599,905
Revenue in Excess (Short of) Expenditures	(24,083,715)	(55,986,940)	(68,367,138)	(69,878,409)	(71,418,492)
TOTAL OTHER FINANCING USES	(5,317,037)	-	-	-	-
Net Change in Fund Balance	(29,400,752)	(55,986,940)	(68,367,138)	(69,878,409)	(71,418,492)
Ending Fund Balance	\$ 241,543,864	\$ 185,556,924	\$ 117,189,787	\$ 47,311,378	\$ (71,418,492)

General Operating Fund

2022-23 Proposed General Fund Budget

57 Local Revenue	\$	230,757,209
58 State Revenue	\$	261,091,692
59 Federal Revenue	\$	16,400,000
Total Revenues	\$	508,248,901
11 Instruction	\$	328,921,556
12 Instructional Resources and Media Services	\$	8,164,013
13 Curriculum Development and Instructional Staff Development	\$	15,044,413
21 Instructional Leadership	\$	9,943,401
23 School Leadership	\$	34,456,718
31 Guidance, Counseling and Evaluation Services	\$	27,449,597
32 Social Work Services	\$	659,967
33 Health Services	\$	8,765,168
34 Student (Pupil) Transportations	\$	19,584,114
35 Food Service	\$	352,111
36 Extracurricular Activities	\$	12,672,902
41 General Administration	\$	20,877,560
51 Plant Maintenance and Operations	\$	49,375,146
52 Security and Monitoring Services	\$	8,896,894
53 Data Processing Services	\$	15,833,006
61 Community Services	\$	1,736,811
71 Debt Service - Principal on Long-Term Debt	\$	482,517
95 Payments to Juvenile Justice Alternative Education Programs	\$	36,000
99 Other Intergovernmental Charges	\$	983,947
Total Expenditures	\$	564,235,841
Net Change in Fund Balance	\$	(55,986,940)

Assumptions

No change in ADA

Raise Included

Current Reductions Included

Student Nutrition Fund

	2022-23 Proposed Student Nutrition Budget	
57 Local Revenue	\$	7,050,000
58 State Revenue		170,000
59 Federal Revenue		28,720,226
Total Revenues	\$	<u>35,940,226</u>
35 Food Service		36,652,342
Total Expenditures	\$	<u>36,652,342</u>
Net Change in Fund Balance	\$	<u>(712,116)</u>

Assumptions

Normal operations

Increased Planned Expenditures to update service line needs

4% Raise included

Debt Service Fund

	2022-23 Proposed Debt Service Budget
57 Local Revenue	\$ 73,836,516
58 State Revenue	
59 Federal Revenue	471,993
Total Revenues	<u>\$ 74,308,509</u>
71 Debt Service - Principal on Long-Term Debt	41,900,000
72 Debt Service Interest on Long-Term Debt	18,598,642
73 Bond Issuance Cost and Fees	1,000,000
Total Expenditures	<u>\$ 61,498,642</u>
Net Change in Fund Balance	<u>\$ 12,809,867</u>

Assumptions

Bond Election Review
I&S Rate: \$0.2979

Proposed Budgets for Fiscal Year 2022-23

	2022-23 Proposed General Fund Budget	2022-23 Proposed Student Nutrition Budget	2022-23 Proposed Debt Service Budget
57 Local Revenue	\$ 230,757,209	\$ 7,050,000	\$ 73,836,516
58 State Revenue	\$ 261,091,692	170,000	
59 Federal Revenue	\$ 16,400,000	28,720,226	471,993
Total Revenues	\$ 508,248,901	\$ 35,940,226	\$ 74,308,509
11 Instruction	\$ 328,921,556		
12 Instructional Resources and Media Services	\$ 8,164,013		
13 Curriculum Development and Instructional Staff Development	\$ 15,044,413		
21 Instructional Leadership	\$ 9,943,401		
23 School Leadership	\$ 34,456,718		
31 Guidance, Counseling and Evaluation Services	\$ 27,449,597		
32 Social Work Services	\$ 659,967		
33 Health Services	\$ 8,765,168		
34 Student (Pupil) Transportations	\$ 19,584,114		
35 Food Service	\$ 352,111	36,652,342	
36 Extracurricular Activities	\$ 12,672,902		
41 General Administration	\$ 20,877,560		
51 Plant Maintenance and Operations	\$ 49,375,146		
52 Security and Monitoring Services	\$ 8,896,894		
53 Data Processing Services	\$ 15,833,006		
61 Community Services	\$ 1,736,811		
71 Debt Service - Principal on Long-Term Debt	\$ 482,517		41,900,000
72 Debt Service Interest on Long-Term Debt	\$ -		18,598,642
73 Bond Issuance Cost and Fees	\$ -		1,000,000
81 Facilities Acquisition and Construction	\$ -		
95 Payments to Juvenile Justice Alternative Education Programs	\$ 36,000		
99 Other Intergovernmental Charges	\$ 983,947		
Total Expenditures	\$ 564,235,841	\$ 36,652,342	\$ 61,498,642
Net Change in Fund Balance	\$ (55,986,940)	\$ (712,116)	\$ 12,809,867



Proposed Tax Rates

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Garland Independent School District will hold a public meeting at 05:00 PM, June 20, 2022 in Gilbreath-Roed Career and Technical Center located at 4003 N President George Bush Hwy, Garland TX, 75040. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

Maintenance Tax	\$0.030400/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax Approved by Local Voters	\$0.317900/\$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	3.01 % increase
Debt Service	-3.64 % decrease
Total Expenditures	3.12 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$29,607,644,190	\$30,140,374,300
Total appraised value** of new property**	\$491,237,640	\$776,364,626
Total taxable value*** of all property	\$29,043,035,322	\$30,176,304,626
Total taxable value*** of new property**	\$491,237,640	\$776,364,626

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(1), Tax Code.

** "New property" is defined by Section 26.05(2)(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(1), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$417,200,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking Fund**	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	\$0.030400	\$0.317900	\$1.256300	\$0,044	\$4,910
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.030000	\$0.310400	\$1.000800	\$0,301	\$4,395
Proposed Rate	\$0.030400	\$0.317900	\$1.256300	\$0,500	\$4,943

**The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	\$227,419	\$251,036
Average Taxable Value of Residences	\$302,419	\$251,036
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.256300	\$1.256300
Taxes Due on Average Residence	\$2,542.39	\$3,107.10
Increase (Decrease) in Taxes		\$664.70

Under state law, the dollar amount of school taxes imposed on the residence he instead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 25 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property values.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.256300. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.256300.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for opening the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$245,147,261
Interest & Sinking Fund Balance(s)	\$89,350,046

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Due to Certified Values not being released until the end of July the M&O and I&S Tax Rate in notice will exceed what is approved in August. TEA requires submission of Certified Value to set compressed tax rate.

Proposed for Adoption in August

	2021- 22	2022-23 Proposed	Change in Rate
Maintenance & Operation Tax Rate	0.9384	0.9053	-0.0331
Interest & Sinking Tax Rate	0.3179	0.2979	-0.02
Total Tax Rate	1.2563	1.2032	-0.0531

Due to Certified Values not being released until the end of July the M&O and I&S Tax Rate in notice will exceed what is approved in august.
TEA requires submission of Certified Value to set compressed tax rate.

Comments & Questions

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Garland Independent School District will hold a public meeting at 05:00 PM, June 28, 2022 in Gilbreath-Reed Career and Technical Center located at 4885 N President George Bush Hwy, Garland TX 75040. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

Maintenance Tax	\$0.938400/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.317900/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	3.91 % increase
Debt Service	-3.64 % decrease
Total Expenditures	3.12 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$29,607,644,180	\$38,148,374,300
Total appraised value* of new property**	\$491,237,648	\$776,364,656
Total taxable value*** of all property	\$25,043,935,322	\$30,176,304,425
Total taxable value*** of new property**	\$491,237,648	\$776,364,656

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$417,280,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$0.938400	\$0.317900	\$1.256300	\$6,044	\$4,918
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.799300	\$0.204580	\$1.003880	\$6,301	\$4,395
Proposed Rate	\$0.938400	\$0.317900	\$1.256300	\$6,560	\$4,843

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$227,419	\$293,696
Average Taxable Value of Residences	\$202,419	\$253,696
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.256300	\$1.256300
Taxes Due on Average Residence	\$2,542.99	\$3,187.18
Increase (Decrease) in Taxes		\$644.19

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.256300. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.256300.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$245,147,261
Interest & Sinking Fund Balance(s)	\$88,550,646

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.



Garland Independent School District Board of Trustees

Date of Meeting:

June 28, 2022

Agenda Item:

Conduct a Public Meeting on the Coronavirus Response & Relief Supplemental Appropriations (CRRSA) Elementary & Secondary School Emergency Relief (ESSER) II, and American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) III Grant Programs Update

Agenda Section:

Public Meeting

Administrator Responsible:

Dr. Kimberly Caddell
Assistant Superintendent of Curriculum & Instruction

Dr. Brent Ringo
Chief Financial Officer

Ms. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Dr. Kim Caddell, Assistant Superintendent of Curriculum & Instruction, Dr. Brent Ringo, Chief Financial Officer, and Ms. Brandy Mayo, Executive Director of Budget, will present the District's intent to submit application and use of ESSER II and ESSER III funds. Immediately after the presentation, Board President will open the meeting to any citizen who wishes to address the Board regarding the District's intent to submit application and use of ESSER II and ESSER III funds.

After all interested individuals wishing to address the Board have expressed opinions about the District's intent to submit application and use of ESSER II and ESSER III funds, the President will close the meeting and all further input will cease.

This agenda item was reviewed by the Finance Committee on June 14, 2022.



Coronavirus Response & Relief Supplemental Appropriations (CRRSA) Elementary & Secondary School Emergency Relief (ESSER) II; and American Rescue Plan (ARP) ESSER III

June 28, 2022



ESSER II Grant Award: \$49,326,902
ESSER III Grant Award: \$110,781,217

ESSER Timeline

- Texas Education Guidance: Ongoing & Changing
 - June 22nd: 1st Public Meeting on ESSER III
 - August 24th: 1st Public Meeting on ESSER II
 - December 14th: 2nd Public Meeting on ESSER II & III
 - June 28th: 3rd Public Meeting on ESSER II & III

ESSER Background

- ESSER I (CARES Act) – State Offset/Supplant
 - \$12,417,459
- ESSER II (CRRSA Act) – Deadline to Apply 9/3/2021, State Offset/Supplant potential
 - \$49,326,903
- ESSER III (ARP Act) – Deadline to Apply Before Deadline of ESSER II
 - \$110,781,217 – Expenditure Plan on GISD ESSER Webpage & Presented June 2021

ESSER II Details

- Deadline to Expense funds: September 30, 2023
- Not Required:
 - LEA Use of Funds Plan Not Required: District Developed for Transparency
 - No requirement to present and discuss at Board Meeting: District is for Transparency
- Unallowable Costs:
 - Bonuses, merit pay, or similar expenditures, unless related to disruptions or closures related to COVID-19
 - Subsidizing or offsetting executive salaries and benefits or individuals who are not LEA employees
 - Construction costs without prior written approval from TEA
 - & Many more

Current ESSER II Reallocations to ESSER III

Support	Amount
Tutoring	\$867,950
Curriculum:	
-Literacy	\$2,633,834
-Mathematics	\$1,205,827
-Science	\$37,350
-Asynchronous Materials	\$225,000
-Professional Development	\$587,768
-Instructional Technology	\$62,000
ELL	\$1,176,400
EDL	\$1,523,790
Special Education	\$2,763,736
Mental Health	\$1,738,000
Total	\$13,821,855

Current ESSER II & ESSER III Reallocations

Support	Amount
Intersession	\$7.6 M
Secondary Mentoring Program	\$1 M
Private Cellular Network	\$11.4 M
Combined Small Items	\$1.3 M
Total	\$21.3 M

ESSER III Details

- Assurances of ESSER Grant
- Use of Funds Plan
- Safe Return to In-Person Instruction & Continuity of Services Plan Requirements
- Minimum of 20% of grant on evidence-based interventions, such as summer learning, extended day comprehensive after-school programs, or extended school year programs; Ensure interventions respond to students' academic social and emotional needs
- Expenditures must be federally compliant
 - Vendors
- Review, and amend if needed, every 6-months

ESSER III Details

- Unallowable Costs:
 - Bonuses, merit pay, or similar expenditures, unless related to disruptions or closures related to COVID-19
 - Subsidizing or offsetting executive salaries and benefits or individuals who are not LEA employees
 - Construction costs without prior written approval from TEA
 - & Many more

Required Assurances

E. Required Assurances

1. Select the following checkboxes to indicate your compliance with the required assurances.

- The LEA assures that although funds may be used for one-time or ongoing purposes, the LEA understands the use of the funds for ongoing purposes could result in funding deficits in future years after the funding expires on September 30, 2024. The LEA assures it makes no assumption that the state will provide replacement state funds in future years, and that this fact will be raised and explicitly discussed in a meeting of its governing board.
- The LEA assures that it engaged in meaningful consultation with stakeholders and gave the public an opportunity to provide input in the development of its plan for the uses of ARP ESSER III funds.
- The LEA assures that it specifically, engaged in meaningful consultation with students; families; school and district administrators (including special education administrators); and teachers, principals, school leaders, other educators, school staff.
- The LEA assures that it specifically, engaged in meaningful consultation with, and to the extent present in or served by the LEA tribes, civil rights organizations (including disability rights organizations).
- The LEA assures that it engaged in meaningful consultation with stakeholders representing the interests of children with disabilities, English language learners, children experiencing homelessness, children in foster care, migrant students, children who are incarcerated, and other underserved students.
- The LEA assures that its plan for the uses of ARP ESSER III funds is provided in an understandable and uniform format.
- The LEA assures, to the extent practicable, the plan is written in a language that parents can understand or, if not practicable, orally translated; and, upon request by a parent who is an individual with a disability, provided in an alternative format accessible to that parent.
- The LEA assures that the program schedules to this application, or a separate document containing all the information included in the program schedules, serving as the LEA's plan for the uses of ARP ESSER III funds will be posted to the LEA's website within 30 days of receiving its ESSER III Notice of Grant Award.

Next Steps

- Finalize and Determine Reallocations
- Resubmit Grant Applications to the Texas Education Agency
- Share ESSER II & ESSER III Update in July or August 2022
- Repost on the Website

Comments & Follow-up





Garland Independent School District Board of Trustees

Date of Meeting:	June 28, 2022
Agenda Item:	Evidence of Excellence Award
Agenda Section:	Information Items
Administrator Responsible:	Joseph Figarelli Director of Fine Arts
Board Goal Objective:	Superintendent Goal #4 & #6

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

UnIVsAll Step Team earned second place in 2022 at the National High School Stepping Competition in Newark, Nj. This competition invited high-ranking teams from around the country.

The coaches from North Garland, South Garland, and Garland High School include Becki McDonald, Bessie Harris, James Richardson, Amondre Meankins, Rachel Pegram, and Keith Swanson. Mr. Swanson was recognized with an Innovator Award at the competition.

The students are Maria Cano, Kyla Odom, Hannah Underwood, Zion Johnson, Sebastian Herrera, Jaden Johnson, Marquis Butler, Stephanie Mkiliwane, Farzanna Rauji, Favor Oparaji, Kimora Williams, Bri’Nya Walker, Terria Dickerson, and Briana Mouton.

Administrative Recommendations:

Provided for your information only.



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022
Agenda Item: Going the Extra Mile (GEM) Recognition
Agenda Section: Information Item
Administrator Responsible: Sherese Nix, Executive Director of Communications & Public Relations

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

The Going the Extra Mile (GEM) recognition is a district acknowledgment of those outstanding Garland ISD employees who display superior commitment, innovation, leadership, work ethic, accomplishments and/or initiative.

Garland ISD GEM (Going the Extra Mile) Recognition is open to any GISD employee, and anyone can nominate an employee as a GEM. Those selected are notified and recognized at a GISD Board of Trustees meeting once a month.

Mary Garcia, Assistant Director of Student Services, has been selected as a GEM for being an invaluable resource to many in the District and consistently goes above and beyond to support both the District staff and students.

Administrative Recommendation:

Provided for your consideration.



Garland Independent School District Board of Trustees

Date of Meeting:	June 28,2022
Agenda Item:	Special Recognition
Agenda Section:	Information Items
Administrator Responsible:	Jason Wheeler Director of Communications
Board Goal Objective:	Superintendent Goal #4 & #6

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

The Duck Creek District will be presenting Garland ISD with a special recognition.

Duck Creek District serves Garland, Rowlett, and Sachse in the Circle 10 Council of the Boy Scouts and America. Several students in GISD participate in Cub Scouts and Boy Scouts of America through the Duck Creek District, including 30 total units in our community.

In 2021,16 participants earned the distinction of Eagle Scout, including the district's first female recognition. The Scouts contributed 3,736 service project hours to our community.

In honor of their hard work and dedication, the **Rust Powers Foundation** presented \$7,000 in Scholarships at the Duck Creek District Recognition Dinner on Feb. 25, 2022, to Eagle Scouts and Summit Honorees.

There has been \$30,750 in total scholarships presented by the Rust Powers Foundation to Duck Creek Eagle, Summit, or Quartermaster Honorees since 2018

They genuinely live up to their mission of "We stand for citizenship! We develop tomorrow's leaders!"

Administrative Recommendations:

Provided for your information only.



Garland Independent School District Board of Trustees

Date of Meeting:	June 28, 2022
Agenda Item:	Introduction of District Administrators
Agenda Section:	Information Item
Administrator Responsible:	Dr. Gradyne E. Brown Assistant Superintendent, Human Resources

Summary/Background Information:

The Human Resources Department will be introducing the following new Garland ISD administrators to the Board of Trustees and to the community.

Director Elementary Integrated Math and Science Studies TCLAS Title II—Tobi Schmidt
Director Elementary Human Resources—Dr. Dina Rowe
Director Transportation—Annamarie Banner
Principal Naaman Forest High School—Jeremiah Oliphant
Principal North Garland High School—John Fishpaw

Administrative Recommendations:

Provided for your information.

Explanatory Notes

TASB Localized Policy Manual Update 119

Garland ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note: Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Legislature Regular and Special Sessions.

AIB(LLEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Quality of learning indicators for remote instruction performance reporting have been added from SB 15 (Second Called Session). (See page 6.)

BBB(LLEGAL)

BOARD MEMBERS: ELECTIONS

Provisions have been added to this legally referenced policy on elections for a more complete presentation of applicable legal content.

BBBA(LLEGAL)

ELECTIONS: CONDUCTING ELECTIONS

Upon the board's receipt of certification that a candidate is unopposed in an election, SB 1 (Second Called Session) requires the board to cancel the election and declare each unopposed candidate elected to office.

SB 1 also changed the definition for *eligible county polling place*. Other revisions are to better match legal sources.

BBE(LLEGAL)

BOARD MEMBERS: AUTHORITY

Provisions on board authority that are addressed at other codes have been removed to eliminate duplication.

BBG(LLEGAL)

BOARD MEMBERS: COMPENSATION AND EXPENSES

A revision clarifies that an officer *or employee* may participate in the comptroller's contract for travel services when traveling for official business. The comptroller can no longer charge fees for these services.

BBI(LLEGAL)

BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

Revisions are to update citations and better reflect legal sources.

BDAA(LLEGAL)

OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are to better reflect legal sources.

BDB(LLEGAL)

BOARD INTERNAL ORGANIZATION: INTERNAL COMMITTEES

Provisions on board committees have been revised based on current legal authority.

BE(LLEGAL)

BOARD MEETINGS

This legally referenced policy on board meetings has been revised to reorder and add some existing legal provisions, delete nonessential provisions, and better reflect legal sources.

BQ(LLEGAL)

PLANNING AND DECISION-MAKING PROCESS

Revised Administrative Code rules resulted in changes to shared services arrangements for DAEP services.

Explanatory Notes

TASB Localized Policy Manual Update 119

Garland ISD

CCGA(LLEGAL)

AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

As provided by SB 611 (Regular Session) and Senate Joint Resolution 35 and approved by voters in November 2021, the surviving spouse of a member of the U.S. armed forces who is fatally injured in the line of duty is entitled to the residence homestead property tax exemption as long as the surviving spouse remains unmarried. (See page 5.)

CDB(LLEGAL)

OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

Revisions are to better reflect statutory sources.

CDC(LLEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

SB 3 (Second Called Session) revised the provisions on prohibited use of private funding for certain curriculum and professional development purposes.

CH(LLEGAL)

PURCHASING AND ACQUISITION

We have added a reference on page 12 to amended rules from the Texas Department of Information Resources on purchasing information technology commodity items.

CI(LLEGAL)

SCHOOL PROPERTIES DISPOSAL

Revisions are to better reflect statutory sources.

CPC(LLEGAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Revisions to this legally referenced policy are based on revised Administrative Code rules from the Texas State Library and Archives Commission (TSLAC) published in [Bulletin B: Electronic Records Standards and Procedures](#). An [overview of Bulletin B](#) is available on the TSLAC website.

CPC(LOCAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Recent updates by the Texas State Library and Archives Commission (TSLAC) to [Bulletin B: Electronic Records Standards and Procedures](#) prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The [Regulations Resource Manual](#) includes updated sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Based on HB 1525 (Regular Session) and SB 9 (Second Called Session), we have added the requirement to post curriculum materials on human sexuality instruction and instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking to the extent the materials are in the public domain. (See item 42.)

Explanatory Notes

TASB Localized Policy Manual Update 119

Garland ISD

CRD(LLEGAL) INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

Revisions to TRS-ActiveCare provisions are based on amended Administrative Code rules. New text addresses prohibitions on offering alternative group health coverage (see page 2) and highlights the information that must be submitted with written elections to participate in TRS-ActiveCare (see page 3).

CS(LLEGAL) FACILITY STANDARDS

Changes throughout this legally referenced policy on facility standards are from new Administrative Code rules that add extensive standards for capital improvement projects on or after November 1, 2021, and revised Administrative Code rules on the standards applicable to these projects before November 1, 2021.

CV(LLEGAL) FACILITIES CONSTRUCTION

Changes to this legally referenced policy on facilities construction are from new Administrative Code rules that add extensive facility standards for construction of capital improvement projects on or after November 1, 2021.

An existing provision has been added on page 3 regarding the board's notice of delegation.

DC(LLEGAL) EMPLOYMENT PRACTICES

We have added on page 4 new Administrative Code rules addressing the monthly certified statement of employment the district must submit to TRS for retirees employed by the district.

DEAA(LLEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

Changes reflect revised Administrative Code rules on the local optional teacher designation system and mentor teacher programs.

DECB(LLEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

This legally referenced policy on military leave has been updated based on revisions to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

DFE(LLEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

Provisions on contract abandonment are revised based on amended rules from the State Board for Educator Certification. The reasons an educator may abandon a contract for good cause now include the educator's reasonable belief that the educator had written permission from the district to resign. Several new mitigating factors have also been added.

DG(LLEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

SB 3 (Second Called Session) broadened a provision from HB 3979 (Regular Session) so that a teacher may not be compelled to discuss a widely debated and controversial issue of public policy or social affairs for any course or subject. The provision is no longer limited to social studies courses in the required curriculum. (See page 5.)

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

Amended Administrative Code rules revise terminology from *solicitation of sexual conduct* to *solicitation of sexual contact* to better align with statute.

Explanatory Notes

TASB Localized Policy Manual Update 119

Garland ISD

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Revisions are to update citations and better reflect statutory wording.

DMA(LOCAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

We recommend deletion of the previous text allowing time off for attending staff development activities on nonduty time. Such practices may be more appropriately addressed in the employee handbook and administrative regulations.

Please note: SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

DP(LEGAL) PERSONNEL POSITIONS

Provisions on school psychological services have been updated based on revised Administrative Code rules.

E(LEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHDF, which includes provisions on local remote learning programs, and to update the subtitle for EFB, Library Materials.

EF(LEGAL) INSTRUCTIONAL RESOURCES

SB 3 (Second Called Session) requires a district to provide login credentials to parents to access learning management or online learning portals used for student instructional materials.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Effective with the 2022–23 school year, SB 9 (Second Called Session) provides that the SHAC must recommend the appropriate grade levels and curriculum for instruction on child abuse, family violence, dating violence, and sex trafficking.

The bill also imposes several requirements regarding curriculum materials on those topics, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

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EHAA(LOCAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules now refer to a student with an *auditory impairment* as a student who is *deaf or hard of hearing* to match statute. (See page 5.)

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

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules revise the list of individuals who must be included in ARD committee meetings for students with deaf-blindness and revise terminology addressing students who are deaf or hard of hearing. Participating special education teachers or providers must be appropriately certified or licensed as required by federal law. The rules also address, as reflected on page 5, IEP implementation for students who enroll in a new district during the summer.

A new Administrative Code rule prohibits consideration of eligibility for supplemental special education services when developing or revising a student's IEP, determining the appropriate educational setting, or in the provision of a free appropriate public education. (See page 8.)

EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

We have removed a repealed Administrative Code provision on out-of-state placement.

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EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

EHBC(LEGAL)

SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Reporting provisions on expenditure of the state compensatory education allotment have been added from the Administrative Code.

EHDE(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

A new provision from SB 15 (Second Called Session) explains how off-campus electronic courses or programs are counted for purposes of average daily attendance. (See page 12.)

EHDF(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM

Provisions on local remote learning programs from SB 15 (Second Called Session) are reflected in this new legally referenced policy. All provisions in the bill expire on September 1, 2023.

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules provide additional detail on the requirement for a student to complete a financial aid application to meet graduation requirements. The rules, beginning on page 3 of this policy, require the board to adopt the TEA-provided form a student may submit to opt out of the financial aid application requirement and require adoption of a board policy to address the methods by which a student can confirm submission of a financial aid application. See EIF(LOCAL), below.

EIF(LOCAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional [TEA guidance](#) on this topic is available.

The [Regulations Resource Manual](#) includes sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: Since the district's locally developed text regarding graduation only addresses the requirements of Education Code 28.02541, the text that addressed expiration is recommended for deletion since the law has not expired. If you would like to review the TASB-recommended text, please call your policy consultant.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

HB 3261 (Regular Session) allows a district to administer a state assessment instrument on the first instructional day of the week upon authorization by the commissioner of education.

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EMB(LEGAL)

MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

SB 3 (Second Called Session) revised provisions on instructional requirements and prohibitions, including prohibited concepts and activities.

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

From SB 15 (Second Called Session) we have added a provision permitting a district to exempt students from the 90 percent attendance requirement for courses that are offered under a local remote learning program.

FFBA(LOCAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Revisions are to update citations and better reflect legal sources.

FFH(LEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

From SB 9 (Second Called Session) we have added the following on page 2:

- New policy requirements on dating violence, including parental notification upon a report of dating violence [see FFH(LOCAL), below]; and
- A provision requiring districts to make available to students age-appropriate materials on the dangers of dating violence and resources for students seeking help.

Other revisions are to better reflect legal sources.

FFH(LOCAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

FM(LEGAL)

STUDENT ACTIVITIES

Provisions from HB 25 (Third Called Session) address transgender students in athletic activities sponsored or authorized by a district and prohibit a student from participating in an athletic competition that is

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designated for a biological sex that differs from the biological sex stated on the student's official birth certificate. (See page 8.)

FNA(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION

We have added the recent U.S. Supreme Court case on student speech, *Mahanoy Area School District v B.L.* The case holds that public schools may have a special interest in regulating some off-campus student speech where the district's interest is sufficient to overcome the student's interest in free expression, such as in situations of serious or severe bullying or harassment, threats, or breaches of school security devices.

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

Revisions are to better reflect legal sources.

FOCA(LLEGAL) PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS

Amended Administrative Code rules resulted in revisions to shared services arrangements for DAEP services and to provisions regarding transitions for students in DAEP.

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

From HB 785 (Regular Session) we have added a provision requiring the commissioner of education to adopt rules regarding the use of restraint and time-out with a student who is receiving special education services. (See page 8.)

GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

An existing statutory provision has been added to clarify the effect of failing to post signs at each entrance to the premises or other property indicating that firearms and other weapons are prohibited. (See page 8.)

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

We have added existing statutory provisions regarding the use of district facilities by places of worship.

GKG(LLEGAL) COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

We have updated for clarification the provisions on obtaining criminal history record information.



Localized Policy Manual Update 119

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Update 119 contains (LOCAL) policies that require board action and adoption notification before we can incorporate the revisions into your district's Policy Online™ manual.

What should I do to prepare for board adoption?

1. In [Local Manual Updates](#)¹ (*myTASB login required*), download and save the numbered update resource material.
2. Present the (LOCAL) policies to your board for adoption.
3. Following board action, notify Policy Service of adoption so we can incorporate the adopted policies into your district's Policy Online manual.
4. If there are additional changes, submit the annotated changes with your Adoption Notification Form.

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

1. Go to [Local Manual Updates](#) and click the “notify TASB” link.
2. Fill out and submit the electronic Adoption Notification Form for TASB-Initiated Updates.

Questions?

- If you have questions regarding Policy Online, contact pol-support@tasb.org.
- If you have questions regarding policy text, contact your [district's assigned policy consultant](#).²

¹ Local Manual Updates: <https://www.tasb.org/apps/policyUpdates/GetUpdates.aspx>

² Contact a Policy Service Consultant: <https://www.tasb.org/services/policy-service/consultant-contact-information.aspx>

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You can download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more under [Local Manual Updates](#)¹ in the myTASB Policy Service Resource Library.

Other materials, including an overview video of the (LOCAL) policy changes, are available under [Policy Manual Update Resources](#).²

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

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Overview

Update 119 includes policy recommendations to address the remainder of the legislative changes from the 87th Legislature, Regular Session; other revisions resulting from legislation enacted during the special sessions; and revisions based on updates to the Texas Administrative Code. Recommended changes to local policies address the following topics:

- Records management
- Required staff development
- Required instruction
- Gifted and talent students
- Graduation
- Trauma-informed care
- Freedom from discrimination, harassment, and retaliation

Your Localized Update 119 packet also contains:

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

Local Policy Overview for Update 119

The *Local Policy Overview* provides a general, high-level overview of the changes to the (LOCAL) policies included in TASB updates. Presented in both video and written document formats, the *Local Policy Overview* is available on myTASB in [Policy Manual Update Resources](#).³ From there, you may forward it electronically or print the written document for distribution to staff and board members.

Legal Services Update Memo

TASB Legal Services' [Legal Issues in Update 119 memo](#)⁴ (available in the myTASB Policy Service Resource Library under Policy Manual Update Resources) describes common legal concerns specific to the local policies recommended in this update for your consideration prior to board adoption of any local policies. Local policies will not be sent for a separate review by Legal Services as part of the update process. If after reviewing the memo you have questions about any specific provisions in your local policies, please contact TASB Legal Services at 800-580-5345.

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

(LEGAL) policies:

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

(LOCAL) policies:

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

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

How to Place Policy Changes on the Agenda for Board Action

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

“Policy Update 119:

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

(LEGAL) policies: Although the board should not adopt (LEGAL) policies, TASB recommends that the board review them. Since review of the (LEGAL) policies may result in discussion, the agenda should, at a minimum, reference “(LEGAL) policies.” If board members plan on discussing specific (LEGAL) policy changes, the relevant policy codes, titles, and subtitles should be listed on the agenda.

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

- Include the “Agenda Posting” list, provided online in Local Manual Updates, on the agenda.
- A suggested motion for board action on the (LOCAL) policies included in the update:

“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 119 [with the following changes:]”

How to Notify Policy Service of Board Action

Notify Policy Service of the board’s action on Update 119 so our records remain accurate. Go to [Local Manual Updates](#)⁵ in myTASB and click the “notify TASB” link. Then fill out and submit the electronic Adoption Notification Form for TASB-Initiated Updates.

How to Keep Minutes

The board's action on Localized Update 119 must be reflected in board minutes. Your minutes should include:

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

How to Maintain Your Historical Record

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

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

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

For more guidance on maintaining this record, please refer to [The Administrator's Guide to Policy Management](#),⁶ available in the myTASB Policy Service Resource Library.

How to Keep Your Administrative Regulations Current

[Regulations Resource Manual](#)⁷ Update 65, which includes revisions to model regulations and forms corresponding with Update 119, is now available on myTASB.

Inspect your district's administrative procedures and documents—including (EXHIBIT)s, (REGULATION)s, handbooks, and guides—that may be affected by Update 119 policy changes.

If you must make changes to the (REGULATION)s or (EXHIBIT)s contained in your board policy manual, please notify your policy consultant.

Disclaimer and Copyright

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or

other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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¹ Local Manual Updates: <https://www.tasb.org/apps/policyUpdates/GetUpdates.aspx>

² Policy Manual Update Resources: <https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources.aspx>

³ Policy Manual Update Resources: <https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources.aspx>

⁴ Legal Issues memo: https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources/documents/u119_legal_issues.pdf

⁵ Local Manual Updates: <https://www.tasb.org/apps/policyUpdates/GetUpdates.aspx>

⁶ Administrator's Guide to Policy Management: <https://www.tasb.org/services/policy-service/mytasb/guidance-for-policy-administrators.aspx>

⁷ *TASB Regulations Resource Manual*: <https://www.tasb.org/services/policy-service/mytasb/regulations-resource-manual.aspx>

Instruction Sheet

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Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIB	(LEGAL)	Replace policy	Revised policy
BBB	(LEGAL)	Replace policy	Revised policy
BBBA	(LEGAL)	Replace policy	Revised policy
BBE	(LEGAL)	Replace policy	Revised policy
BBG	(LEGAL)	Replace policy	Revised policy
BBI	(LEGAL)	Replace policy	Revised policy
BDAA	(LEGAL)	Replace policy	Revised policy
BDB	(LEGAL)	Replace policy	Revised policy
BE	(LEGAL)	Replace policy	Revised policy
BQ	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CDB	(LEGAL)	Replace policy	Revised policy
CDC	(LEGAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CI	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CPC	(LOCAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CRD	(LEGAL)	Replace policy	Revised policy
CS	(LEGAL)	Replace policy	Revised policy
CV	(LEGAL)	Replace policy	Revised policy
DC	(LEGAL)	Replace policy	Revised policy
DEAA	(LEGAL)	Replace policy	Revised policy
DECB	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DG	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	Replace policy	Revised policy
DMA	(LEGAL)	Replace policy	Revised policy
DMA	(LOCAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
E	(LEGAL)	Replace table of contents	Revised table of contents
EF	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy

Instruction Sheet

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Code	Type	Action To Be Taken	Note
EHAA	(LOCAL)	Replace policy	Revised policy
EHB	(LOCAL)	ADD policy	See explanatory note
EHBAA	(LEGAL)	Replace policy	Revised policy
EHBAA	(LOCAL)	ADD policy	See explanatory note
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAC	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EHDE	(LEGAL)	Replace policy	Revised policy
EHDF	(LEGAL)	ADD policy	See explanatory note
EIF	(LEGAL)	Replace policy	Revised policy
EIF	(LOCAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EMB	(LEGAL)	Replace policy	Revised policy
FEC	(LEGAL)	Replace policy	Revised policy
FFBA	(LOCAL)	Replace policy	Revised policy
FFG	(LEGAL)	Replace policy	Revised policy
FFH	(LEGAL)	Replace policy	Revised policy
FFH	(LOCAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FNA	(LEGAL)	Replace policy	Revised policy
FOC	(LEGAL)	Replace policy	Revised policy
FOCA	(LEGAL)	Replace policy	Revised policy
FOF	(LEGAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GKD	(LEGAL)	Replace policy	Revised policy
GKG	(LEGAL)	Replace policy	Revised policy

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ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Please note: Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Legislature Regular and Special Sessions.

AIB(LLEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

Quality of learning indicators for remote instruction performance reporting have been added from SB 15 (Second Called Session). (See page 6.)

BBB(LLEGAL) BOARD MEMBERS: ELECTIONS

Provisions have been added to this legally referenced policy on elections for a more complete presentation of applicable legal content.

BBBA(LLEGAL) ELECTIONS: CONDUCTING ELECTIONS

Upon the board's receipt of certification that a candidate is unopposed in an election, SB 1 (Second Called Session) requires the board to cancel the election and declare each unopposed candidate elected to office.

SB 1 also changed the definition for *eligible county polling place*. Other revisions are to better match legal sources.

BBE(LLEGAL) BOARD MEMBERS: AUTHORITY

Provisions on board authority that are addressed at other codes have been removed to eliminate duplication.

BBG(LLEGAL) BOARD MEMBERS: COMPENSATION AND EXPENSES

A revision clarifies that an officer *or employee* may participate in the comptroller's contract for travel services when traveling for official business. The comptroller can no longer charge fees for these services.

BBI(LLEGAL) BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

Revisions are to update citations and better reflect legal sources.

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

Revisions are to better reflect legal sources.

BDB(LLEGAL) BOARD INTERNAL ORGANIZATION: INTERNAL COMMITTEES

Provisions on board committees have been revised based on current legal authority.

BE(LLEGAL) BOARD MEETINGS

This legally referenced policy on board meetings has been revised to reorder and add some existing legal provisions, delete nonessential provisions, and better reflect legal sources.

BQ(LLEGAL) PLANNING AND DECISION-MAKING PROCESS

Revised Administrative Code rules resulted in changes to shared services arrangements for DAEP services.

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CCGA(LLEGAL)

AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

As provided by SB 611 (Regular Session) and Senate Joint Resolution 35 and approved by voters in November 2021, the surviving spouse of a member of the U.S. armed forces who is fatally injured in the line of duty is entitled to the residence homestead property tax exemption as long as the surviving spouse remains unmarried. (See page 5.)

CDB(LLEGAL)

OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

Revisions are to better reflect statutory sources.

CDC(LLEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

SB 3 (Second Called Session) revised the provisions on prohibited use of private funding for certain curriculum and professional development purposes.

CH(LLEGAL)

PURCHASING AND ACQUISITION

We have added a reference on page 12 to amended rules from the Texas Department of Information Resources on purchasing information technology commodity items.

CI(LLEGAL)

SCHOOL PROPERTIES DISPOSAL

Revisions are to better reflect statutory sources.

CPC(LLEGAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Revisions to this legally referenced policy are based on revised Administrative Code rules from the Texas State Library and Archives Commission (TSLAC) published in [Bulletin B: Electronic Records Standards and Procedures](#). An [overview of Bulletin B](#) is available on the TSLAC website.

CPC(LOCAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Recent updates by the Texas State Library and Archives Commission (TSLAC) to [Bulletin B: Electronic Records Standards and Procedures](#) prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The [Regulations Resource Manual](#) includes updated sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Based on HB 1525 (Regular Session) and SB 9 (Second Called Session), we have added the requirement to post curriculum materials on human sexuality instruction and instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking to the extent the materials are in the public domain. (See item 42.)

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CRD(LLEGAL) INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

Revisions to TRS-ActiveCare provisions are based on amended Administrative Code rules. New text addresses prohibitions on offering alternative group health coverage (see page 2) and highlights the information that must be submitted with written elections to participate in TRS-ActiveCare (see page 3).

CS(LLEGAL) FACILITY STANDARDS

Changes throughout this legally referenced policy on facility standards are from new Administrative Code rules that add extensive standards for capital improvement projects on or after November 1, 2021, and revised Administrative Code rules on the standards applicable to these projects before November 1, 2021.

CV(LLEGAL) FACILITIES CONSTRUCTION

Changes to this legally referenced policy on facilities construction are from new Administrative Code rules that add extensive facility standards for construction of capital improvement projects on or after November 1, 2021.

An existing provision has been added on page 3 regarding the board's notice of delegation.

DC(LLEGAL) EMPLOYMENT PRACTICES

We have added on page 4 new Administrative Code rules addressing the monthly certified statement of employment the district must submit to TRS for retirees employed by the district.

DEAA(LLEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

Changes reflect revised Administrative Code rules on the local optional teacher designation system and mentor teacher programs.

DECB(LLEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

This legally referenced policy on military leave has been updated based on revisions to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

DFE(LLEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

Provisions on contract abandonment are revised based on amended rules from the State Board for Educator Certification. The reasons an educator may abandon a contract for good cause now include the educator's reasonable belief that the educator had written permission from the district to resign. Several new mitigating factors have also been added.

DG(LLEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

SB 3 (Second Called Session) broadened a provision from HB 3979 (Regular Session) so that a teacher may not be compelled to discuss a widely debated and controversial issue of public policy or social affairs for any course or subject. The provision is no longer limited to social studies courses in the required curriculum. (See page 5.)

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

Amended Administrative Code rules revise terminology from *solicitation of sexual conduct* to *solicitation of sexual contact* to better align with statute.

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DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Revisions are to update citations and better reflect statutory wording.

DMA(LOCAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

We recommend deletion of the previous text allowing time off for attending staff development activities on nonduty time. Such practices may be more appropriately addressed in the employee handbook and administrative regulations.

Please note: SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

DP(LEGAL) PERSONNEL POSITIONS

Provisions on school psychological services have been updated based on revised Administrative Code rules.

E(LEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHDF, which includes provisions on local remote learning programs, and to update the subtitle for EFB, Library Materials.

EF(LEGAL) INSTRUCTIONAL RESOURCES

SB 3 (Second Called Session) requires a district to provide login credentials to parents to access learning management or online learning portals used for student instructional materials.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Effective with the 2022–23 school year, SB 9 (Second Called Session) provides that the SHAC must recommend the appropriate grade levels and curriculum for instruction on child abuse, family violence, dating violence, and sex trafficking.

The bill also imposes several requirements regarding curriculum materials on those topics, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

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EHAA(LOCAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules now refer to a student with an *auditory impairment* as a student who is *deaf or hard of hearing* to match statute. (See page 5.)

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

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules revise the list of individuals who must be included in ARD committee meetings for students with deaf-blindness and revise terminology addressing students who are deaf or hard of hearing. Participating special education teachers or providers must be appropriately certified or licensed as required by federal law. The rules also address, as reflected on page 5, IEP implementation for students who enroll in a new district during the summer.

A new Administrative Code rule prohibits consideration of eligibility for supplemental special education services when developing or revising a student's IEP, determining the appropriate educational setting, or in the provision of a free appropriate public education. (See page 8.)

EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

We have removed a repealed Administrative Code provision on out-of-state placement.

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EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

EHBC(LEGAL)

SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Reporting provisions on expenditure of the state compensatory education allotment have been added from the Administrative Code.

EHDE(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

A new provision from SB 15 (Second Called Session) explains how off-campus electronic courses or programs are counted for purposes of average daily attendance. (See page 12.)

EHDF(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM

Provisions on local remote learning programs from SB 15 (Second Called Session) are reflected in this new legally referenced policy. All provisions in the bill expire on September 1, 2023.

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules provide additional detail on the requirement for a student to complete a financial aid application to meet graduation requirements. The rules, beginning on page 3 of this policy, require the board to adopt the TEA-provided form a student may submit to opt out of the financial aid application requirement and require adoption of a board policy to address the methods by which a student can confirm submission of a financial aid application. See EIF(LOCAL), below.

EIF(LOCAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional [TEA guidance](#) on this topic is available.

The [Regulations Resource Manual](#) includes sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: Since the district's locally developed text regarding graduation only addresses the requirements of Education Code 28.02541, the text that addressed expiration is recommended for deletion since the law has not expired. If you would like to review the TASB-recommended text, please call your policy consultant.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

HB 3261 (Regular Session) allows a district to administer a state assessment instrument on the first instructional day of the week upon authorization by the commissioner of education.

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EMB(LEGAL)

MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

SB 3 (Second Called Session) revised provisions on instructional requirements and prohibitions, including prohibited concepts and activities.

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

From SB 15 (Second Called Session) we have added a provision permitting a district to exempt students from the 90 percent attendance requirement for courses that are offered under a local remote learning program.

FFBA(LOCAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Revisions are to update citations and better reflect legal sources.

FFH(LEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

From SB 9 (Second Called Session) we have added the following on page 2:

- New policy requirements on dating violence, including parental notification upon a report of dating violence [see FFH(LOCAL), below]; and
- A provision requiring districts to make available to students age-appropriate materials on the dangers of dating violence and resources for students seeking help.

Other revisions are to better reflect legal sources.

FFH(LOCAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

FM(LEGAL)

STUDENT ACTIVITIES

Provisions from HB 25 (Third Called Session) address transgender students in athletic activities sponsored or authorized by a district and prohibit a student from participating in an athletic competition that is

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designated for a biological sex that differs from the biological sex stated on the student's official birth certificate. (See page 8.)

FNA(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION

We have added the recent U.S. Supreme Court case on student speech, *Mahanoy Area School District v B.L.* The case holds that public schools may have a special interest in regulating some off-campus student speech where the district's interest is sufficient to overcome the student's interest in free expression, such as in situations of serious or severe bullying or harassment, threats, or breaches of school security devices.

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

Revisions are to better reflect legal sources.

FOCA(LLEGAL) PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS

Amended Administrative Code rules resulted in revisions to shared services arrangements for DAEP services and to provisions regarding transitions for students in DAEP.

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

From HB 785 (Regular Session) we have added a provision requiring the commissioner of education to adopt rules regarding the use of restraint and time-out with a student who is receiving special education services. (See page 8.)

GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

An existing statutory provision has been added to clarify the effect of failing to post signs at each entrance to the premises or other property indicating that firearms and other weapons are prohibited. (See page 8.)

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

We have added existing statutory provisions regarding the use of district facilities by places of worship.

GKG(LLEGAL) COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

We have updated for clarification the provisions on obtaining criminal history record information.

District Annual Report

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

Texas Academic Performance Report (TAPR)

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

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

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

Other Annual Report Information

The annual report must also include:

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

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

Education Code 39.306(a)

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

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

The report may include the following information:

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

Education Code 39.306(e)

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

Public Hearing

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

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

Website Notices

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

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

Education Code 39.362

Student Performance Report

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

Notice to Parents

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

Notice to Teachers and Students

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

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

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

Education Code 39.304

**Quality of Learning
Indicators**

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

The quality of learning indicators must include:

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

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

Education Code 39.301(a)–(c)

Remote Instruction

In addition to the indicators described above, the indicators for reporting purposes must include, for each district and campus, the performance of students who spend at least half of the students' instructional time:

1. In virtual courses offered under a local remote learning program under Education Code 29.9091 [see EHDF]; or
2. Receiving remote instruction, regardless of whether the student is enrolled in a remote learning program offered under Education Code 29.9091, and including students receiving remote instruction who are:
 - a. Medically fragile;
 - b. Placed in a virtual setting by an admission, review, and dismissal (ARD) committee; or
 - c. Receiving accommodations under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794).

Education Code 39.301(c-1)

**Results Driven
Accountability (RDA)**

In accordance with Education Code 7.028(a), the purpose of the Results Driven Accountability (RDA) framework is to evaluate and report annually on the performance of districts for certain populations of students included in selected program areas. The performance of a district is included on the RDA report through indicators of student performance and program effectiveness and corresponding performance levels established by the commissioner. *19 TAC 97.1005; Education Code 7.028(a)*

Federal Report Card

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

Implementation

The federal report card shall be concise; presented in an understandable and uniform format, and to the extent practicable, in a

language that parents can understand; and accessible to the public, which shall include placing the report card on the district's website. If the district does not operate a website, the information in the report card must be provided to the public in another manner determined by the district.

**Minimum
Requirements**

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

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

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

**District Data on
Academic
Achievement**

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

The website must:

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

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

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

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

Education Code 11.1516

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

Membership

The board consists of the number of members that the district had on September 1, 1995. *Education Code 11.051(b)*

Increase in
Membership

A board that has three or five members may by resolution increase the membership to seven. A board that votes to increase its membership must consider whether the district would benefit from also adopting a single-member election system under Education Code 11.052. [See Single-Member Districts, below.]

A resolution increasing the number of trustees takes effect with the second regular election of trustees that occurs after the adoption of the resolution. The resolution must provide for a transition in the number of trustees so that when the transition is complete, trustees are elected as provided by Education Code 11.059 (terms).

Education Code 11.051(c)

Terms

A trustee of a district serves a term of three or four years.

Elections for trustees with three-year terms shall be held annually. The terms of one-third of the trustees, or as near to one-third as possible, expire each year.

Elections for trustees with four-year terms shall be held biennially. The terms of one-half of the trustees, or as near to one-half as possible, expire every two years.

Board policy must state the schedule on which specific terms expire.

Education Code 11.059

Note: For website posting requirements regarding trustee information, see CQA.

**Uniform Election
Dates**

Each general or special election of board members shall be on one of the following dates:

1. The first Saturday in May.

2. The first Tuesday after the first Monday in November.

Election Code 41.001(a)

Joint Elections

Required

A district trustee election shall be held on the same date as:

1. The election for the members of the governing body of a municipality located in the district;
2. The general election for state and county officers, which is held on the first Tuesday after the first Monday in November in even-numbered years under Election Code 41.002;
3. The election for the members of the governing body of a hospital district, if the school district:
 - a. Is wholly or partly located in a county with a population of less than 40,000 that is adjacent to a county with a population of more than three million; and
 - b. Held its election for board members jointly with the election for the members of the governing body of the hospital district before May 2007; or
4. The election for the members of the governing board of a public junior college district in which the school district is wholly or partly located.

Elections held on the same date as provided above shall be held as a joint election under Election Code Chapter 271, and the voters shall be served by common polling places consistent with Election Code 271.003(b).

Education Code 11.0581(a)–(c)

A board may enter into an agreement with another political subdivision holding an election on the same day in all or part of the same county to hold the elections jointly. The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the board. *Election Code 271.002*

**Methods of
Election—Options**

At Large

In a district in which the positions of trustees are not designated by number or in which the trustees are not elected from single-member trustee districts, the candidates receiving the highest number of votes shall fill the positions the terms of which are normally expiring. *Education Code 11.057(b)*

Position or Place

The positions on the board shall be designated by number in any district in which the board by resolution orders that all candidates for trustee be voted on and elected separately for positions on the board and that all candidates be designated on the official ballot

according to the number of the positions for which they seek election.

Not later than the 60th day before the date of an election, the board must make the resolution and number the positions on the board in the order in which the terms of office expire. Once a board has ordered the election of trustees by numbered positions, neither the board nor their successors may rescind the action.

Education Code 11.058(c)–(f)

Single-Member
Districts

*On Board's
Motion*

Except as provided below, the board, on its own motion, may order that trustees of the district are to be elected from single-member districts or that not fewer than 70 percent of the members of the board are to be elected from single-member districts with the remaining board members to be elected from the district at large.

If a majority of the area of a district is located in a county with a population of less than 10,000, a board, on its own motion, may order that trustees of the district are to be elected from single-member districts or that not fewer than 50 percent of the members of the board are to be elected from single-member districts with the remaining board members to be elected from the district at large.

Before adopting an order, a board must:

1. Hold a public hearing at which registered voters of a district are given an opportunity to comment on whether or not they favor the election of trustees in the manner proposed by the board; and
2. Publish notice of the hearing in a newspaper that has general circulation in the district, not later than the seventh day before the date of the hearing.

An order adopted by the board must be entered not later than the 120th day before the date of the first election at which all or some of the trustees are elected from single-member districts authorized by the order.

Education Code 11.052(a)–(d)

By Voter Petition

If at least 15 percent or 15,000 of the registered voters of the district, whichever is less, sign and present to the board a petition requesting submission to the voters of the proposition that trustees be elected in a specific manner, which must be generally described on the petition and which must be a manner of election the board could have ordered on its own motion, the board shall order that the appropriate proposition be placed on the ballot at the first regular election of trustees held after the 120th day after the date the

petition is submitted to the board. The proposition must specify the number of trustees to be elected from single-member districts. Beginning with the first regular election of trustees held after an election at which a majority of the registered voters voting approve the proposition, trustees shall be elected in the manner prescribed by the approved proposition. *Education Code 11.052(e)*

*Board Member
Districts*

If single-member districts are adopted or approved by either method described above, the board shall divide the district into the appropriate number of trustee districts, based on the number of members that are to be elected from single-member districts, and shall number each trustee district. The trustee districts must be compact and contiguous and must be as nearly as practicable of equal population. In a district with 150,000 or more students in average daily attendance, the boundary of a trustee district shall not cross a county election precinct boundary except at a point at which the district boundary crosses the county election precinct boundary. Trustee districts must be drawn not later than the 90th day before the date of the first election of trustees from those districts. *Education Code 11.052(f)*

*Residency for
First Election*

Residents of each trustee district are entitled to elect one trustee to the board. A trustee elected to represent a trustee district at the first election of members must be a resident of the district the trustee represents not later than the 90th day after the date election returns are canvassed, or the 60th day after the date of a final judgment in an election contest filed concerning that trustee district. A trustee vacates the office if the trustee fails to move into the district the trustee represents within the time provided. [For more information on residency, see BBA and BBC.] *Education Code 11.052(g)*

*Number and
Term*

At the first election at which some or all of the trustees are elected from single-member trustee districts and after each redistricting, all positions on a board shall be filled. The trustees then elected shall draw lots for staggered terms as provided by Education Code 11.059 (terms). *Education Code 11.052(h)*

Redistricting

Not later than the 90th day before the date of the first regular board election at which trustees may officially recognize and act on the last preceding federal census, a board shall redivide a district into the appropriate number of trustee districts if the census data indicates that the population of the most populous district exceeds the population of the least populous district by more than ten percent. Redivision of a district shall be in the manner provided above at Board Member Districts. *Education Code 11.052(i)*

Phase-in Option

The board of a district that adopts a redistricting plan may provide for the trustees in office when the plan is adopted or the district is

redistricted to serve for the remainder of their terms in accordance with this provision. The trustee district and any at-large positions provided by the district's plan shall be filled as the staggered terms of trustees then in office expire. Not later than the 90th day before the date of the first election from trustee districts and after each re-districting, a board shall determine the order in which the positions will be filled. *Education Code 11.053*

**Boundary Change
Notice**

A district that changes its boundaries or the boundaries of districts used to elect members to the board shall not later than the 30th day after the date the change is adopted:

1. Notify the voter registrar of the county in which the area subject to the boundary change is located of the adopted boundary change; and
2. Provide the voter registrar with a map of an adopted boundary change in a format that is compatible with the mapping format used by the registrar's office.

Election Code 42.0615

**Methods of Voting—
Options**

Plurality

Except as otherwise provided at Majority, below, to be elected to a public office, a candidate elected at large, at large by position, or by single-member districts must receive more votes than any other candidate for the office. *Education Code 11.057(a), (b); Election Code 2.001*

Cumulative

The board of a district that elects its trustees at large or at large by position may order that elections for trustees be held using the cumulative voting procedure.

If a board adopts an order requiring the use of cumulative voting, only the board member positions that were scheduled to be filled at the election are filled through the use of cumulative voting.

At an election at which more than one board member position is to be filled, all of the positions that are to be filled at the election shall be voted on as one race by all the voters of a district. Each voter is entitled to cast a number of votes equal to the number of positions to be filled at the election.

A voter may cast one or more of the specified number of votes for any one or more candidates in any combination. Only whole votes may be cast and counted. If a voter casts more than the number of votes to which the voter is entitled in the election, none of the voter's votes may be counted in that election. If a voter casts fewer votes than entitled, all of the voter's votes are counted in that election.

The candidates who are elected are those, in the number to be elected, receiving the highest number of votes.

A district that adopts an order requiring the use of cumulative voting may not elect its members by position as provided by Education Code 11.058.

Education Code 11.054

Majority

The board of a district in which the positions of trustees are designated by number or in which the trustees are elected from single-member districts may provide by resolution, not later than the 180th day before the date of an election, that a candidate must receive a majority of the votes cast for a position or in a trustee district, as applicable, to be elected.

The resolution is effective until rescinded by a subsequent resolution adopted not later than the 180th day before the date of the first election to which the rescission applies.

Education Code 11.057(c)

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

Notice of Polling Place

Any written notice of a polling place location must state the building name, if any, and the street address, including the suite or room number, if any, of the polling place. *Election Code 1.021*

Election Order

The board shall order an election. An election to be held on a uniform election date shall be ordered not later than the 78th day before election day. *Election Code 3.004, .005*

Each election order must state:

1. The date of the election;
2. The offices or measures to be voted on;
3. The early voting clerk's official mailing address or street address at which the clerk may receive delivery by common or contract carrier, if different, phone number, email address, and internet website, if the early voting clerk has an internet website;
4. The location of the main early voting polling place;
5. The dates and hours for early voting; and
6. The dates and hours of any Saturday and Sunday early voting.

Election Code 3.006, 83.010, 85.004, .007

A board shall preserve the election order for the period for preserving the precinct election records. The date and nature of each election shall be entered in the official records of the board. For an election on a measure, the entry must include a description of the measure. *Election Code 3.008*

Failure to Order an Election

Failure to order a general election does not affect the validity of the election. *Election Code 3.007*

Election Notice

Contents

Notice of the election must state:

1. The nature and date of the election;
2. The location of each polling place;

3. The hours the polls will be open;
4. The internet website of the authority conducting the election;
5. The early voting clerk's official mailing address or street address at which the clerk may receive delivery by common or contract carrier, if different, phone number, email address, and internet website, if the early voting clerk has an internet website;
6. The location of the main early voting polling place; and
7. The dates and hours for early voting, including the dates and hours of any Saturday and Sunday early voting.

Election Code 4.004(a), 83.010, 85.004, .007

Notice of Special
Election

The notice of a special election must also state each office to be filled or the proposition stating each measure to be voted on. *Election Code 4.004(b)*

Publication

Notice of the election shall be published at least once, not earlier than the 30th day or later than the tenth day before election day, in a newspaper published within the district's boundaries or in a newspaper of general circulation in the district if none is published within the district's boundaries. The board shall retain a copy of the published notice that contains the name of the newspaper and the date of publication. *Election Code 4.003(a)(1), (c), .005(a)*

Posting

In addition to the notice described above, not later than the 21st day before election day, a county shall post a copy of a notice of election provided to the county [see Notice to County Clerk and Voter Registrar, below], which must include the location of each polling place, on the county's internet website, if the county maintains a website. A district may post a copy of the notice on the bulletin board used for posting notices of the meetings of the board. If a county does not maintain a website, the district shall post a copy of the notice of the election on the bulletin board used for posting notice of meetings of the board. The notice must remain posted continuously through election day. The person posting the notice shall make a record at the time of posting stating the date and place of posting. The person shall sign the record and deliver it to the board after the last posting is made. *Election Code 4.003(b), .005(b)*

A district that maintains a website must post the notice described above on the internet website of the district. *Election Code 85.007(d)*

Note: For additional website posting requirements regarding the date and location of the next election, see CQA.

Notice to County
Clerk and Voter
Registrar

The board shall deliver notice of the election, including the location of each polling place, to the county clerk and voter registrar of each county in which the district is located not later than the 60th day before election day. The county clerk shall post notice of the election, including the location of each polling place, on the county's internet website, if the county maintains a website, as provided by Election Code 4.003(b). *Election Code 4.008(a)* [See Posting, above]

Notice to Election
Judge

Not later than the 15th day before election day or the seventh day after the date the election is ordered, whichever is later, the board shall deliver to the presiding judge of each election precinct in which the election is to be held in the district a written notice of:

1. The nature and date of the election;
2. The location of the polling place for the precinct served by the judge;
3. The hours that the polls will be open;
4. The judge's duty to hold the election in the precinct specified by the notice; and
5. The maximum number of clerks that the judge may appoint for the election.

Election Code 4.007

Failure to Give
Notice of Election

Failure to give notice of a general election does not affect the validity of the election. *Election Code 4.006*

Internet Posting

Not later than the 21st day before election day, a district that holds an election and maintains an internet website shall post on the public internet website for the district:

1. The date of the next election;
2. The location of each polling place;
3. Each candidate for an elected office on the ballot; and
4. Each measure on the ballot.

Election Code 4.009(b)

Filing Information

Notice to
Candidates

A district shall post notice of the dates of the filing period in a public place in a building in which the district has an office not later than the 30th day before the first day on which a candidate may file an application for a place on the ballot. A district shall designate an email address in the notice for the purpose of filing an application for a place on the ballot under Election Code 143.004, below.
Election Code 141.040

Note: For additional website posting requirements regarding the requirements and deadline for filing for candidacy of board member, see CQA.

Application

To be entitled to a place on the ballot, a candidate must make an application for a place on the ballot. An application, other than an application required to be accompanied by fee, may be filed through email transmission of the completed application in a scanned format to the email address designated by the filing authority in the notice required under Election Code 141.040, above.
Election Code 143.004

A candidate application for a place on the ballot must:

1. Be in writing;
2. Be signed and sworn to before a person authorized to administer an oath in this state by the candidate and indicate the date that the candidate swears to the application;
3. Be timely filed with the appropriate authority; and
4. Include all statutorily required information.

Election Code 141.031, .039

Deadline

An application for a place on the ballot may not be filed earlier than the 30th day before the date of the filing deadline.

An application must be filed not later than 5:00 p.m. of the 78th day before the date of the election for an election to be held on a uniform election date.

Education Code 11.055(a); Election Code 144.005(a), (d)

*Death of
Candidate*

If a candidate dies on or before the deadline for filing an application for a place on the ballot:

1. The authority responsible for preparing the ballots may choose to omit the candidate from the ballot; and
2. If the authority omits the candidate's name under item 1, the filing deadline for an application for a place on the ballot for

the office sought by the candidate is extended until the fifth day after the filing deadline.

Election Code 145.098(b)

Write-in Candidate A declaration of write-in candidacy must be filed not later than 5:00 p.m. of the 74th day before election day for an election to be held on a uniform election date. *Education Code 11.056(b); Election Code 146.054*

Special Election An application for a place on a special election ballot may not be filed before the election is ordered.

An application must be filed not later than:

1. 5:00 p.m. of the 62nd day before election day if election day is on or after the 70th day after the election is ordered; or
2. 5:00 p.m. of the 40th day before election day if election day is on or after the 46th day and before the 70th day after the date the election is ordered.

Exception

For a special election to be held on the date of the general election for state and county officers (the first Tuesday after the first Monday in November in even-numbered years under Election Code 41.002), the day of the filing deadline is 6:00 p.m. of the 75th day before election day.

*Write-in
Candidate*

A declaration of write-in candidacy for a special election must be filed not later than the filing deadline.

Election Code 201.054

**Delivery or
Submission of
Documents**

When the Election Code provides for the delivery, submission, or filing of an application, notice, report, or other document or paper with an authority having administrative responsibility under that code, a delivery, submission, or filing with an employee of the district at the district's usual place for conducting official business constitutes filing with the district. The district may accept the document or paper at a place other than the district's usual place for conducting official business.

A delivery, submission, or filing of a document or paper under the Election Code may be made by personal delivery, mail, telephonic facsimile machine, email, or any other method of transmission.

Election Code 1.007

**Election of
Unopposed
Candidate**

Certification of
Unopposed Status

The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted. The certification shall be delivered to the board as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

A certification may be made following the filing of a withdrawal request by a candidate after the deadline prescribed by Election Code 145.092 if:

1. The withdrawal request is valid except for the untimely filing;
2. Ballots have not been prepared; and
3. The other conditions for certification are met.

A certification under these circumstances shall be delivered to the board as soon as possible.

Election Code 2.052

Special Election

For purposes of these provisions, a special election of a district is considered to be a separate election with a separate ballot from a general election for board members or another special election of the district held at the same time. *Election Code 2.051(a)*

*Single-Member
Districts*

In the case of an election in which any members of the board are elected from single-member districts, these provisions apply to the election in a particular single-member district if each candidate for an office that is to appear on the ballot in that single-member district is unopposed and no opposed at-large race is to appear on the ballot. These provisions apply to an unopposed at-large race in such an election regardless of whether an opposed race is to appear on the ballot in a particular territorial unit. *Election Code 2.051(b)*

Action on
Certification

On receipt of the certification, the board by order or ordinance shall declare each unopposed candidate elected to office. If a declaration is made, the election is not held.

If no election is to be held on election day by the district, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.

The ballots used at a separate election held at the same time as an election that would have been held if the candidates were not declared elected shall include the offices and names of the candidates declared elected listed separately after the measures or contested races in the separate election under the heading

“Unopposed Candidates Declared Elected.” The candidates shall be grouped in the same relative order prescribed for the ballot generally. No votes are cast in connection with the unopposed candidates.

Election Code 2.053

[See BBBB regarding issuance of a certificate of election to an unopposed candidate declared elected and qualification for office.]

Ballot

The ballot shall be prepared in accordance with Election Code Chapter 52.

Drawing

The district shall conduct a drawing to determine the order of the candidates' names in an election at which the names of more than one candidate for the same office are to appear on the ballot. The district shall post in the district's office a notice of the date, hour, and place of the drawing. The notice must remain posted continuously for 72 hours immediately preceding the scheduled time of the drawing. The district shall provide notice of the date, hour, and place of the drawing to each candidate by:

1. Written notice:
 - a. Mailed to the address stated on the candidate's application for a place on the ballot, not later than the fourth day before the date of the drawing; or
 - b. Provided at the time the candidate files an application with the district;
2. Telephone, if a telephone number is provided on the candidate's application for a place on the ballot; or
3. Email, if an email address is provided on the candidate's application for a place on the ballot.

Each candidate affected by a drawing is entitled to be present or have a representative present at the drawing.

Election Code 52.093–.094 [See BBBB regarding ballot order in a runoff election or election to resolve a tie.]

Ballots for an election by position must clearly show the position for which each person is a candidate. A board shall arrange by lot the names of the candidates for each position. *Education Code 11.058(g)*

**Election Services
Contract**

The county election officer, as defined by Election Code 31.091(1), may contract with the board of a district situated wholly or partly in the county served by the officer to perform election services, as

provided by Election Code Chapter 31, Subchapter D, in any one or more elections ordered by the board.

If requested to do so by a district, the county elections administrator, as defined under Election Code Chapter 31, Subchapter B, shall enter into a contract to furnish the election services requested in accordance with a cost schedule agreed on by the contracting parties. A county elections administrator is not required to enter into a contract to furnish elections services for an election held on the first Saturday in May in an even-numbered year.

Election Code 31.092, .093, 41.001(d)

Election Judges and Clerks

By written order, a board shall appoint a presiding election judge and an alternate presiding judge for each election precinct in which an election is held. A board shall prescribe the maximum number of clerks that each presiding judge may appoint for each election. The judges and clerks shall be selected and serve in accordance with Election Code Chapter 32. *Election Code 32.001(a), .008, .033*

Polling Places

A board shall designate polling places for election day and early voting. Each polling place shall be accessible to and usable by the elderly and persons with physical disabilities. *Election Code 43.004, .034, Ch. 85 (early voting by personal appearance)*

In an election held on the November uniform election date, a district shall use the regular county election precincts. The district shall designate as the polling places for the election the regular county polling places in the county election precincts that contain territory from the district. *Election Code 42.002(a)(5), .0621, 43.004(b)*

Electioneering

A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person loiters or electioneers for or against any candidate, measure, or political party.

A district that owns or controls a public building being used as a polling place or early voting polling place may not, at any time during the voting period or early voting period, as applicable, prohibit electioneering on the building's premises outside of the area described above, but may enact reasonable regulations concerning the time, place, and manner of electioneering.

Definitions

"Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Election Code 172.1114.

“Voting period” means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.

“Early voting period” means the period prescribed by Election Code 85.001.

Election Code 61.003, 85.036

Early Voting

In each election, early voting shall be conducted by personal appearance at an early voting polling place and by mail, in accordance with Election Code Title 7, Chapters 81–114. *Election Code 81.001*

November Early
Voting Polling
Places

In an election on the November uniform election date in which the district is not holding a joint election with a county and has not executed a contract with a county elections officer under which the district and the county share early voting polling places, the district:

1. Shall designate as an early voting polling place for the election an eligible county polling place located in the district; and
2. May not designate as an early voting polling place a location other than an eligible county polling place unless each eligible county polling place located in the district is designated as an early voting polling place by the district.

“Eligible county polling place” means an early voting polling place established by a county.

Election Code 85.010(a), (a-1), (b)

Temporary Branch
Days and Hours
*County with
100,000 or More*

Election Code 85.064 applies only to an election in which the territory served by the early voting clerk is situated in a county with a population of 100,000 or more. In an election in which the territory served by the clerk is situated in more than one county, that section applies if the sum of the populations of the counties is 100,000 or more.

Early voting by personal appearance at each temporary branch polling place shall be conducted on the days that voting is required to be conducted at the main early voting polling place under Election Code 85.005 and remain open for at least:

1. Eight hours each day; or
2. Three hours each day if the city or county clerk does not serve as the early voting clerk for the territory holding the election and the territory has fewer than 1,000 registered voters.

The authority authorized under Election Code 85.006 to order early voting on a Saturday or Sunday may also order, in the manner prescribed by that section, early voting to be conducted on a Saturday or Sunday at any one or more of the temporary branch polling places.

Election Code 85.064

County with Less than 100,000

Election Code 85.065 applies only to an election in which the territory served by the early voting clerk is situated in a county with a population under 100,000. In an election in which the territory served by the clerk is situated in more than one county, this section applies if the sum of the populations of the counties is under 100,000.

Except as provided below, voting at a temporary branch polling place may be conducted on any days and during any hours of the period for early voting by personal appearance, as determined by the authority establishing the branch. The authority authorized under Election Code 85.006 to order early voting on a Saturday or Sunday may also order, in the manner prescribed by that section, early voting to be conducted on a Saturday or Sunday at any one or more of the temporary branch polling places.

Voting at a temporary branch polling place must be conducted on at least two consecutive business days and for at least eight consecutive hours on each of those days.

The schedules for conducting voting are not required to be uniform among the temporary branch polling places.

Election Code 85.065

Records
Branch Daily Register

The early voting clerk shall provide, in a downloadable database format, a current copy of the register for posting on the internet website of the district, if the district maintains a website, each day early voting is conducted. At a minimum, the voter registration number for each voter listed in the register must be posted. *Election Code 85.072*

Early Voting Rosters

The early voting clerk shall maintain for each election a roster listing each person who votes an early voting ballot by personal appearance and a roster listing each person to whom an early voting ballot to be voted by mail is sent. Information on the roster for a person who votes an early voting ballot by personal appearance shall be made available for public inspection as provided below not later than 11 a.m. on the day after the date the information is entered on the roster. Information on the roster for a person who votes an early voting ballot by mail shall be made available for public inspection as provided below not later than 11 a.m. on the day

following the day the early voting clerk receives any ballot voted by mail.

The information must be made available:

1. For an election in which the county clerk is the early voting clerk:
 - a. On the publicly accessible internet website of the county; or
 - b. If the county does not maintain a website, on the bulletin board used for posting notice of meetings of the commissioners court; or
2. For an election not described by item 1:
 - a. On the publicly accessible internet website of the district; or
 - b. If the district does not maintain a website, on the bulletin board used for posting notice of board meetings.

Election Code 87.121(a), (g)–(i)

Conducting Elections

Elections shall be conducted in accordance with Election Code Title 6, Chapters 61–68.

Bilingual Materials

Spanish

Bilingual election materials shall be used in each election precinct situated wholly or partly in a county in which five percent or more of the inhabitants are persons of Spanish origin or descent according to the most recent federal decennial census that may be officially recognized or acted upon by the state or political subdivisions.

Election Code 272.002

Other Languages

If the director of the census determines that a district must provide election materials in a language other than English or Spanish, the district shall provide election materials in that language in the same manner in which the district would be required to provide materials in Spanish, to the extent applicable. *Election Code 272.011; 52 U.S.C. 10503*

Voting Systems

A voting system shall be adopted and utilized in accordance with Election Code Title 8.

Accessible Voting Stations

Except as provided below, each polling place must provide at least one voting station that complies with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and its subsequent amendments, Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) and its subsequent amendments, and the requirements for accessibility under 52 U.S.C. Section

21081(a)(3) [formerly 42 U.S.C. Section 15481(a)(3)] and its subsequent amendments, and that provides a practical and effective means for voters with physical disabilities to cast a secret ballot.
Election Code 61.012

*Electronic Voting
System
Exceptions*

For an election other than an election of a district that is held jointly with another election in which a federal office appears on the ballot, a district is not required to meet the requirements for accessibility under Election Code 61.012(a)(1)(C) if the district is located in a county that meets certain population and other requirements set forth in Election Code 61.013(a). A district that intends to use this provision to provide fewer voting stations that meet the requirements for accessibility than required must provide notice under Election Code 61.013(d). *Election Code 61.013*

Unless authorized by the board, a member of the board may not, individually, act on behalf of the board. *Education Code 11.051(a-1)* [See BE regarding action by a majority of the board]

**Access to
Information**

When acting in the member's official capacity, a board member has an inherent right of access to information, documents, and records maintained by the district.

"Official capacity" means all duties of office and includes administrative decisions or actions.

The district shall provide the information, documents, and records to the board member without requiring the board member to submit a public information request under Government Code Chapter 552 (Public Information Act) and without regard to whether the requested items are the subject of or relate to an item listed on an agenda for an upcoming meeting.

A district shall provide a board member with information, documents, and records requested not later than the 20th business day after the date the district receives the request. The district may take a reasonable additional period of time, not to exceed the 30th business day after the date the district receives the request, to respond to a request if compliance by the 20th business day would be unduly burdensome given the amount, age, or location of the requested information. The district shall inform the board member of the reason for the delay and the date by which the information will be provided.

If a district does not provide requested information to a board member in the time required, the member may bring suit against the district for appropriate injunctive relief. A member who prevails in a suit is entitled to recover court costs and reasonable attorney's fees. The district shall pay the costs and fees from the budget of the superintendent's office.

**Confidential
Information**

The district may withhold or redact information, a document, or a record requested by a board member to the extent that the item is excepted from disclosure or is confidential under the Public Information Act or other law [see GBA].

A board member shall maintain the confidentiality of information, documents, and records received from the district as required by the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and any other applicable privacy laws. [See FL]

Report of Requests

A district shall post, in a place convenient to the public, the cost of responding to one or more requests submitted by a board member under Education Code 11.1512(c) if the requests are for 200 or more pages of material in a 90-day period.

A district shall report annually to the Texas Education Agency not later than September 1 of each year:

1. The number of requests submitted by a board member under Education Code 11.1512(c) during the preceding school year; and
2. The total cost to the district for that school year of responding to the requests.

Education Code 11.1512(c)–(f)

Access to Student
Records

Personally identifiable information in education records may be released, without the written consent of the student’s parents, only to a school official who has a legitimate educational interest in the education records. *34 C.F.R. 99.31* [See FL]

Offenses Regarding
Records and
Information

A person commits an offense if the person:

1. Willfully destroys, mutilates, removes without permission as provided by Government Code Chapter 552 (Public Information Act), or alters public information; or
2. Distributes information considered confidential under the terms of Government Code Chapter 552.

Gov’t Code 552.351, .352

[For information regarding the offenses of destruction or alienation of record and tampering with governmental record, see CPC(LEGAL). For information regarding misuse of official information, see BBFB(LEGAL).]

**Visits to District
Facility**

A district shall create a policy on visits to a district campus or facility by a member of the board. *Education Code 11.1512(g)*

**Protections for
Legislative Activity**

A local officer, including a school board member, may not be subject to disciplinary action or a sanction, penalty, disability, or liability for:

1. An action permitted by law that the officer takes in the officer’s official capacity regarding a legislative measure;
2. Proposing, endorsing, or expressing support for or opposition to a legislative measure or taking any action permitted by law to support or oppose a legislative measure;
3. The effect of a legislative measure or of a change in law proposed by a legislative measure on any person; or
4. A breach of duty, in connection with the board member’s practice of or employment in a licensed or regulated profession or

occupation, to disclose to any person information, or to obtain a waiver or consent from any person, regarding the officer's actions relating to a legislative measure; or the substance, effects, or potential effects of a legislative measure.

Gov't Code 572.059

Board Member Immunities

The statutory immunity detailed below is in addition to and does not preempt the common law doctrine of official and governmental immunity. *Education Code 22.051(b)*

State Law Immunities

A board member is not personally liable for any act that is incident to or within the scope of the duties of the board member's position and that involves the exercise of judgment or discretion. *Education Code 22.0511(a)*

Federal Law Immunities

Except as provided in 20 U.S.C. Section 7946(b), no board member shall be liable for harm caused by an act or omission of the board member on behalf of a district if the conditions of the Paul D. Coverdell Teacher Protection Act of 2001 are met. *20 U.S.C. 7943, 7946(a)* [See also DGC]

BOARD MEMBERS
COMPENSATION AND EXPENSES

BBG
(LEGAL)

Board members serve without compensation. *Education Code 11.061(d)*

Members' Expenses

Local funds and state funds not designated for a specific purpose may be used for purposes necessary in the conduct of the public schools determined by the board. Reimbursement of travel expenses for school board members is not illegal if the reimbursement is determined to be necessary in the conduct of the school and to serve a proper public purpose. *Education Code 45.105(c); Atty. Gen. Op. H-133 (1973)*

Nonmembers' Expenses

A board may not pay the travel expenses of spouses and other persons who have no responsibilities or duties to perform for the board when they accompany board members to board-related activities. *Atty. Gen. Op. MW-93 (1979)*

Travel Services

An officer or employee of a district who is engaged in official business may participate in the comptroller's contract for travel services. *Gov't Code 2171.055(f); 34 TAC 20.406(b)(2)(F)*

Note: For guidance regarding board member expense reimbursement and income tax issues, see the *TEA Financial Accountability System Resource Guide*, Section 1.7.4.7 Employee or Board Member Travel and Business Expenses.

Note: For employee and student use of district technology resources, see CQ.

**Public Information
on Private Device**

A current or former board member or employee of a district who maintains public information on a privately owned device shall:

1. Forward or transfer the public information to the district or a district server to be preserved as provided by Government Code 552.004(a); or
2. Preserve the public information in its original form in a backup or archive and on the privately owned device for the time described under Government Code 552.004(a).

Gov't Code 552.004(b) [See GB]

**Online Message
Board**

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 Government Code Chapter 551 (Open Meetings Act) if:

1. The communication is in writing;
2. The writing is posted to an online message board or similar internet application that is viewable and searchable by the public; and
3. The communication is displayed in real time and displayed on the online message board or similar internet application for no less than 30 days after the communication is first posted.

A board may have no more than one online message board or similar internet application to be used for the purposes described above. The online message board or similar internet application must be owned or controlled by the board, prominently displayed on the district's primary internet web page, and no more than one click away from the district's primary internet web page.

The online message board or similar internet application may only be used by members of the board or district staff members who have received specific authorization from a member of the board. In the event that a staff member posts a communication to the online message board or similar internet application, the name and title of the staff member must be posted along with the communication.

If a board removes from the online message board or similar internet application a communication that has been posted for at least 30 days, the board shall maintain the posting for a period of six

years. This communication is public information and must be disclosed in accordance with Government Code Chapter 552 (Public Information Act).

The board may not vote or take any action that is required to be taken at a meeting under the Open Meetings Act by posting a communication to the online message board or similar internet application. In no event shall a communication or posting to the online message board or similar internet application be construed to be an action of the board.

Gov't Code 551.006

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LEGAL)

Selection of Officers At the first meeting after each election and qualification of trustees, the members shall organize by selecting:

1. A president, who must be a member of the board.
2. A secretary, who may or may not be a member of the board.
3. Other officers and committees the board considers necessary.

Education Code 11.061(c)

Reorganization In addition to the required post-election organization, a board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

Duties/Powers of Board President The duties and powers of the president of a board include, but are not limited to, the following:

1. Call a meeting of the board for the purpose of adopting a budget and provide for the publication of notice of the budget and proposed tax rate meeting under Education Code 44.004. [See CE and CCG]
2. Submit the annual financial statement to a newspaper for publication under Local Government Code 140.006. [See CFA]
3. Execute a mineral deed or lease under Education Code 11.153. [See CDB]
4. Execute the deed for the sale of property, other than minerals, held in trust for public school purposes under Education Code 11.154(b). [See CDB]

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

1. At least a quorum of the board is on the committee;
2. A quorum of the board is present at the committee meeting, even though less than a quorum is actually on the committee;
or
3. Less than a quorum of the board is on the committee, but the committee is authorized to make final decisions or control or supervise public business.

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

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

Majority Vote

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

No Secret Ballot

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

Definitions

Deliberation

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

Meeting

“Meeting” means:

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

Gov’t Code 551.001(4)

Exceptions to Meeting

Social Function,
Convention, or
Candidate Event

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

BOARD MEETINGS

BE
(LEGAL)

Legislative Committee or Agency Meeting	The attendance by a quorum of a board at a meeting of a committee or agency of the legislature is not considered to be a meeting of the board if the deliberations at the meeting by the board members consist only of publicly testifying, publicly commenting, and publicly responding to a question asked by a member of the legislative committee or agency. <i>Gov't Code 551.0035(b)</i>
Online Message Board	For information on communications posted to an online message board, see BBI.
Quorum	“Quorum” means a majority of the number of members fixed by statute. <i>Gov't Code 551.001(6); 311.013(b)</i>
<i>Disaster Exception</i>	Notwithstanding any other law, a quorum is not required for the board to act if: <ol style="list-style-type: none">1. The district’s jurisdiction is wholly or partly located in the area of a disaster declared by the president of the United States or the governor; and2. A majority of the members of the board are unable to be present at a board meeting as a result of the disaster. <i>Gov't Code 418.1102</i>
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. <i>Gov't Code 551.001(7)</i>
Videoconference Call	“Videoconference call” means a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the internet. <i>Gov't Code 551.001(8)</i>
Prohibited Series of Communications	A board member commits an offense if the member: <ol style="list-style-type: none">1. Knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized by Government Code Chapter 551 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; and2. Knew at the time the member engaged in the communication that the series of communications:<ol style="list-style-type: none">a. Involved or would involve a quorum; and

- b. Would constitute a deliberation once a quorum of members engaged in the series of communications.

Gov't Code 551.143

Superintendent Participation

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

Access to Board Meetings

Open to Public

Every regular, special, or called meeting of a board shall be open to the public, except as provided by Government Code Chapter 551. *Gov't Code 551.002* [See BEC for exceptions for closed meetings.]

Parental Access

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

Exclusion of Witnesses

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

Location

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

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

Education Code 26.007(b)

Required Meeting Records

Minutes or Recording

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

Board Member Attendance

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

Availability

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

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

Notice Required

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

Continued Meeting

Government Code 551.041, above, does not require a board that recesses an open meeting to the following regular business day to post notice of the continued meeting if the action is taken in good faith and not to circumvent 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)*

Inquiry During Meeting

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

Time and Accessibility of Notice

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

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

1. The district satisfies the requirement that the notice must be posted in a place readily accessible to the general public at all times by making a good-faith attempt to continuously post the notice on the internet during the prescribed period;
2. The district must still comply with any duty imposed by Government Code Chapter 551 to physically post the notice at a particular location; and
3. If the district makes a good-faith attempt to continuously post the notice on the internet during the prescribed period, the notice physically posted must be readily accessible to the general public during normal business hours.

Gov't Code 551.043(b)

Internet Posting—
Notice

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

A district that contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more must also concurrently post the agenda for the board meeting on the district's internet website.

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

Gov't Code 551.056

[See CQA for other website posting requirements.]

**Specificity of
Agenda/Notice**

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

**Emergency Meeting
or Emergency
Addition to Agenda**

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

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

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

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

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

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

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

Gov't Code 551.045

Catastrophe

A board that is prevented from convening an open meeting that was otherwise properly posted under Government Code 551.041 because of a catastrophe may convene the meeting in a convenient location within 72 hours pursuant to Government Code 551.045 if the action is taken in good faith and not to circumvent 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 a board to conduct a meeting, including:

1. Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;
2. Power failure, transportation failure, or interruption of communication facilities;
3. Epidemic; or

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

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

Special Notice to News Media

A district shall provide special notice of each meeting to any news media that has requested special notice and agreed to reimburse the district for the cost of providing the special notice. The notice shall be by telephone, facsimile transmission, or electronic mail.

Gov't Code 551.052

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

Meeting by Telephone Conference Call

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

Technical Requirements and Recording

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

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

Notice of Location

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

Gov't Code 551.125

Meeting by Videoconference Call

A board member or district employee may participate remotely in a board meeting by means of a videoconference call if the video and audio feed of the board member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the

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

Quorum in One
Location

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

Multiple Counties

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

Additional Notice
Requirements

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

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

Gov't Code 551.127(b)–(e)

Quality of Audio and
Video Signals

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

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

the voice audible, to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the physical location described by the notice and at any other location of the meeting that is open to the public.

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

Gov't Code 551.127(f), (h)–(j); 1 TAC 209.10–.11

Recording

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

Remote
Participation by the
Public

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

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

Internet Broadcast

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

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

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

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

**Video and Audio
Recording of
Meeting**

Required Recording

A board shall:

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

Internet Posting—
Recordings

A board shall:

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

Existing Website

A board may make available the required archived recording on an existing internet site, including a publicly accessible video-sharing or social networking site. The board is not required to establish a separate internet site and provide access to archived recordings of meetings from that site.

District Website

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

Exemption

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

Television
Broadcast

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

Gov't Code 551.128(b-1)–(b-6)

**Recording by
Attendee**

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

**Attorney
Consultation**

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

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

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

Exception

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

Gov't Code 551.129

**Persons with
Hearing Impairments**

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

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

Gov't Code 558.001, .003

**Planning and
Decision-Making
Process**

A board shall adopt a policy to establish a district- and campus-level planning and decision-making process that will involve the professional staff of a district, parents of students enrolled in a district, business representatives, and community members in establishing and reviewing the district's and campuses' educational plans, goals, performance objectives, and major classroom instructional programs. *Education Code 11.251(b)*

The planning and decision-making requirements do not:

1. Prohibit a board from conducting meetings with teachers or groups of teachers other than the district-level committee meetings.
2. Prohibit a board from establishing policies providing avenues for input from others, including students or paraprofessional staff, in district- or campus-level planning and decision making.
3. Limit or affect the power of a board to govern the public schools.
4. Create a new cause of action or require collective bargaining.

Education Code 11.251(g)

Evaluation

At least every two years, a district shall evaluate the effectiveness of the district's decision-making and planning policies, procedures, and staff development activities related to district- and campus-level decision making and planning to ensure that they are effectively structured to positively impact student performance. *Education Code 11.252(d)*

**Administrative
Procedure**

A board shall ensure that an administrative procedure is provided to clearly define the respective roles and responsibilities of the superintendent, central office staff, principals, teachers, district-level committee members, and campus-level committee members in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization.

A board shall ensure that the district-level planning and decision-making committee will be actively involved in establishing the administrative procedure that defines the respective roles and responsibilities pertaining to planning and decision making at the district and campus levels.

Education Code 11.251(d)

**Federal
Requirements**

The district policy must provide that all pertinent federal planning requirements are addressed through the district- and campus-level planning process. *Education Code 11.251(f)*

Required Plans

A board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:

1. Are mutually supportive to accomplish the identified objectives; and
2. At a minimum, support the state goals and objectives under Education Code Chapter 4.

Education Code 11.251(a)

Shared Services
Arrangement for
DAEP Services

Each district participating in a shared services arrangement for disciplinary alternative education program (DAEP) services shall be responsible for ensuring that the board-approved district improvement plan and the improvement plans for each campus include the performance of the DAEP student group for the respective district. The identified objectives for the improvement plans shall include:

1. Student groups served, including overrepresentation of students from economically disadvantaged families, with ethnic and racial representations, with a disability who receive special education services, or receiving limited English proficiency/English learner services;
2. Attendance rates;
3. Pre- and post-assessment results;
4. Dropout rates;
5. Graduation rates; and
6. Recidivism rates.

19 TAC 103.1201(b) [See FOCA]

District
Improvement Plan

A district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy, by the superintendent with the assistance of the district-level committee. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the achievement indicators. *Education Code 11.252(a)* [See AIA]

*Availability to
TEA*

A district's plan for the improvement of student performance is not filed with the Texas Education Agency (TEA), but the district must make the plan available to TEA on request. *Education Code 11.252(b)*

*Required
Provisions*

The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by a district, including categories of ethnicity, socioeconomic status, sex, and populations served by special programs, including students in special education programs under Education Code Chapter 29, Subchapter A.
2. Measurable district performance objectives for all appropriate achievement indicators for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, and other measures of student performance that may be identified through the comprehensive needs assessment.
3. Strategies for improvement of student performance that include:
 - a. Instructional methods for addressing the needs of student groups not achieving their full potential.
 - b. Evidence-based practices that address the needs of students for special programs, including:
 - (1) Suicide prevention programs, in accordance with Education Code Chapter 38, Subchapter G, which include a parental or guardian notification procedure [see FFEB];
 - (2) Conflict resolution programs;
 - (3) Violence prevention programs; and
 - (4) Dyslexia treatment programs.
 - c. Dropout reduction.
 - d. Integration of technology in instructional and administrative programs.
 - e. Positive behavior interventions and support, including interventions and support that integrate best practices on grief-informed and trauma-informed care.
 - f. Staff development for professional staff of a district.
 - g. Career education to assist students in developing the knowledge, skills, and competencies necessary for a broad range of career opportunities.

- h. Accelerated education.
 - i. Implementation of a comprehensive school counseling program under Education Code 33.005. [See FFEA]
- 4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about:
 - a. Higher education admissions and financial aid opportunities, including state financial aid opportunities such as the TEXAS grant program and the Teach for Texas grant program.
 - b. The need for students to make informed curriculum choices to be prepared for success beyond high school.
 - c. Sources of information on higher education admissions and financial aid.
- 5. Resources needed to implement identified strategies.
- 6. Staff responsible for ensuring the accomplishment of each strategy.
- 7. Timelines for ongoing monitoring of the implementation of each improvement strategy.
- 8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.
- 9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]
- 10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

Education Code 11.252(a)

Law
Enforcement
Duties

The law enforcement duties of peace officers, school resource officers, and security personnel must be included in the district improvement plan. *Education Code 37.081(d)(1)* [See CKE]

Discipline
Management

A district shall adopt and implement a discipline management program to be included in the district improvement plan. *Education Code 37.083(a)* [See FNC]

Dating Violence

A district shall adopt and implement a dating violence policy to be included in the district improvement plan. *Education Code 37.0831* [See FFH]

PLANNING AND DECISION-MAKING PROCESS

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Mental Health, Substance Abuse, and Suicide	The practices and procedures developed under Education Code 38.351(i) or (i-1) (mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention) must be included in the district improvement plan. <i>Education Code 38.351(k)(2)</i> [See FFEB]
Campus-Level Plan	Each school year, the principal of each school campus, with the assistance of the campus-level committee, shall develop, review, and revise the campus improvement plan for the purpose of improving student performance for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, with respect to the student achievement indicators and any other appropriate performance measures for special needs populations. <i>Education Code 11.253(c)</i>
	Each campus improvement plan must:
	<ol style="list-style-type: none">1. Assess the academic achievement for each student in the school using the achievement indicator system.2. Set the campus performance objectives based on the achievement indicator system, including objectives for special needs populations, including students in special education programs under Education Code Chapter 29, Subchapter A.3. Identify how the campus goals will be met for each student.4. Determine the resources needed to implement the plan.5. Identify staff needed to implement the plan.6. Set timelines for reaching the goals.7. Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic improvement.8. Include goals and methods for violence prevention and intervention on campus.9. Provide for a program to encourage parental involvement at the campus.10. If the campus is an elementary, middle, or junior high school, set goals and objectives for the coordinated health program at the campus based on:<ol style="list-style-type: none">a. Student fitness assessment data, including any data from research-based assessments such as the school health index assessment and planning tool created by the federal Centers for Disease Control and Prevention;

PLANNING AND DECISION-MAKING PROCESS

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- b. Student academic performance data;
- c. Student attendance rates;
- d. The percentage of students who are educationally disadvantaged;
- e. The use and success of any method to ensure that students participate in moderate to vigorous physical activity; and
- f. Any other indicator recommended by the local school health advisory council.

Education Code 11.253(d)

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

Exemptions

Homestead

Mandatory

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

*Persons 65 or
Older or Disabled*

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

Tax Limitation

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

Improvements

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

Exception

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

AD VALOREM TAXES
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Portability of Tax Limitation	If an individual who receives a tax limitation, including a surviving spouse, discussed below, subsequently qualifies a different residence homestead for the same exemption, a district may not impose ad valorem taxes on the subsequently qualified homestead in a year in an amount that exceeds the amount of taxes calculated in accordance with Tax Code 11.26(g). <i>Tax Code 11.26(g)</i>
Surviving Spouse	If an individual who qualifies for the exemption at Persons 65 or Older or Disabled, above, dies, the surviving spouse of the individual is entitled to the limitation applicable to the residence homestead of the individual if the surviving spouse is 55 years of age or older when the individual dies, and the residence homestead of the individual is the residence homestead of the surviving spouse on the date that the individual dies and remains the residence homestead of the surviving spouse. <i>Tax Code 11.26(i)</i>
<i>Local Options</i> All Taxpayers	In addition to other exemptions in Tax Code 11.13, an individual is entitled to an exemption from taxation by a district of a percentage of the appraised value of the individual's residence homestead if the exemption is adopted by the board before July 1 in the manner provided by law for official action by the board. If the percentage set by the district produces an exemption in a tax year of less than \$5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000 of the appraised value. The percentage adopted by the district may not exceed 20 percent. <i>Tax Code 11.13(n)</i>
Disabled or 65 or Older	An individual who is disabled or 65 or older is entitled to an exemption from taxation by a district of a portion of the appraised value of the individual's residence homestead if the exemption is adopted either by the board or by a favorable vote of a majority of the qualified voters of the district at an election called by the board, and the board shall call the election on the petition of at least 20 percent of the number of qualified voters who voted in the preceding election of the district.
<i>Amount</i>	The amount of an exemption adopted as provided at Disabled or 65 or Older is \$3,000 of the appraised value of the residence homestead unless a larger amount is specified by the board if the board authorizes the exemption or the petition for the election if the exemption is authorized through an election. Once authorized, an exemption adopted may be repealed or decreased or increased in amount by the board or by the petition and election procedure. In the case of a decrease, the amount of the exemption may not be reduced to less than \$3,000 of the market value. <i>Tax Code 11.13(d)–(f)</i>

<i>Continuation of Exemption during Construction</i>	If a qualified residential structure for which the owner receives a homestead exemption under Tax Code 11.13 is rendered uninhabitable or unusable by a casualty or by wind or water damage, the owner may continue to receive the exemption for the structure and the land and improvements used in the residential occupancy of the structure while the owner constructs a replacement qualified residential structure on the land in accordance with Tax Code 11.135. <i>Tax Code 11.135(a), .26(n); 34 TAC 9.416</i>
<i>Surviving Spouse of First Responder</i>	The surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead if the surviving spouse is an eligible survivor for purposes of Government Code Chapter 615 as determined by the Employees Retirement System of Texas and has not remarried since the first responder's death. <i>Tax Code 11.134</i>
Veteran Exemptions <i>100 Percent Disabled</i>	A disabled veteran who has been awarded by the U.S. Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead. <i>Tax Code 11.131(b)</i>
<i>Partially Disabled with Donated Residence</i>	A disabled veteran who has a disability rating of less than 100 percent is entitled to an exemption from taxation of a percentage of the appraised value of the disabled veteran's residence homestead equal to the disabled veteran's disability rating if the residence homestead was donated to the disabled veteran by a charitable organization at no cost to the disabled veteran, or at some cost to the disabled veteran in the form of a cash payment, a mortgage, or both in an aggregate amount that is not more than 50 percent of the good faith estimate of the market value of the residence homestead made by the charitable organization as of the date of the donation. <i>Tax Code 11.132(b)</i>
<i>Surviving Spouse of Veteran</i>	The surviving spouse of a disabled veteran, as defined by Tax Code 11.22(h)(3), is entitled to the same exemption from taxation of the same property to which the disabled veteran's exemption applied or would have applied if it had been in effect on the date of death if: <ol style="list-style-type: none">1. The surviving spouse has not remarried since the death of the disabled veteran; and

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

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

*Surviving Spouse
of Individual
Killed in Action*

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

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

Disabled Veteran

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

Exemption for
Subsequent
Residence

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

Temporary
Exemption for
Property Damaged
by Disaster

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

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

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

Optional
Exemptions

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

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

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

2. Land and housing units on the land owned by a community land trust. *Tax Code 11.1827*
3. Certain historic structures or archeological sites and the land necessary to access and use the structure or archeological site. The board may not repeal or reduce the amount of an exemption for a property that otherwise qualifies for the exemption unless the property owner consents to the repeal or reduction or the district provides written notice of the repeal or reduction to the owner not later than five years before the date the board repeals or reduces the exemption. *Tax Code 11.24*
4. Property on which approved water conservation initiatives, desalination projects, or brush control initiatives have been implemented. *Tax Code 11.32*

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

Goods-in-Transit
Exemption

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

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

Option to Tax

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

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

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

Exception

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

Tax Code 11.253(j)–(j-2)

Payment Options

Discounts

Option 1

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

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

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

Tax Code 31.05(b)

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

Option 2

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

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

Tax Code 31.05(c)

Both Options

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

AD VALOREM TAXES
EXEMPTIONS AND PAYMENTS

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<i>Rescission</i>	<p>The board may rescind a discount lawfully adopted by the board. The rescission of a discount takes effect in the tax year following the year in which the discount is rescinded. <i>Tax Code 31.05(d)</i></p>
Split Payments	<p>The board of a district that collects its own taxes may provide, by official action, that a person who pays one-half of the district's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest at any time before July 1 of the following year.</p> <p>If a board contracts with the appraisal district for collection of taxes, the split-payment option does not apply to taxes collected by the appraisal district unless approved by resolution adopted by a majority of the governing bodies of the taxing units whose taxes the appraisal district collects and filed with the secretary of the appraisal district board of directors. The split-payment option may be revoked in the same manner as provided for adoption.</p> <p><i>Tax Code 31.03</i></p> <p>This payment option does not apply to taxes that are calculated too late for it to be available. <i>Tax Code 31.04(c)</i></p>
<i>In Certain Counties</i>	<p>The board of a district located in a county having a population of not less than 285,000 and not more than 300,000 that borders a county having a population of 3.3 million or more and the Gulf of Mexico that has its taxes collected by another taxing unit that has adopted the split-payment option may provide, by official action, that the split-payment option does not apply to the district's taxes collected by the other taxing unit. <i>Tax Code 31.03(d)</i></p>
Installment Payments <i>Certain Homesteads</i>	<p>An individual who is disabled or at least 65 years of age and qualified for a homestead exemption under Tax Code 11.13(c), or an individual who is a disabled veteran or the unmarried surviving spouse of a disabled veteran and qualified for an exemption under Tax Code 11.132 or 11.22, may pay district taxes imposed on the person's residence homestead property in four equal installments without penalty or interest if paid by the applicable dates set out in Tax Code 31.031. <i>Tax Code 31.031</i></p>
<i>Disaster or Emergency Area</i> Property Damaged— Automatic	<p>A person may pay district taxes imposed on certain property the person owns in four equal installments without penalty or interest if paid in accordance with Tax Code 31.032.</p> <p>This provision applies to real and tangible personal property described in Tax Code 31.032(a) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.</p> <p><i>Tax Code 31.032</i></p>

AD VALOREM TAXES
EXEMPTIONS AND PAYMENTS

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Property Not Damaged— Board Option	<p>The board may authorize a person to pay district taxes imposed on certain property that the person owns in installments. If the board adopts the installment-payment option under this provision, Tax Code 31.032(b), (b-1), (c), and (d) apply to the payment by a person of district taxes imposed on property that the person owns in the same manner as those subsections apply to the payment of taxes imposed on property to which Tax Code 31.032 applies.</p> <p>This provision applies to real and tangible personal property described in Tax Code 31.033(b) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.</p> <p><i>Tax Code 31.033</i></p>
Definitions	<p>“Disaster” has the meaning assigned by Government Code 418.004.</p> <p>“Emergency” means a state of emergency proclaimed by the governor under Government Code 433.001.</p> <p><i>Tax Code 31.032(g), .033(a)</i></p>
Services in Lieu of Paying Taxes	<p>The board by resolution may permit certain individuals or business entities to perform certain services for the district in lieu of paying the district property taxes. While performing services for a district, the individual is not an employee of the district and is not entitled to any benefit, including workers’ compensation coverage, that the district provides to its employees. <i>Tax Code 31.035, .036, .037</i></p>
<i>Persons 65 and Over</i>	<p>Subject to the requirements of Tax Code 31.035, the board by order or resolution may permit an individual who is at least 65 years of age to perform service for the district in lieu of paying taxes imposed by a district on property owned by the individual and occupied as the individual’s residence homestead. Property owners performing services for a district under this provision may only supplement or complement the regular personnel of the district. A district may not reduce the number of persons the district employs or reduce the number of hours to be worked by employees of the district because the district permits property owners to perform services for the district under this provision. <i>Tax Code 31.035(a), (g)</i></p>
<i>Teaching Services</i>	<p>An individual is qualified to perform teaching services for a district under the provisions below only if the individual holds a baccalaureate or more advanced degree in a field related to each course to be taught and:</p> <ol style="list-style-type: none"><li data-bbox="560 1789 1442 1852">1. Is certified as a classroom teacher under Education Code Chapter 21, Subchapter B; or

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

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

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

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

Delinquent Taxes

Delinquency Date

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

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

Delinquent Tax Collection

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

Additional Penalties

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

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

Note: For legal requirements applicable to the disposition of real property acquired with federal funds, see CBB.

Sale or Exchange of Real Property

The board may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes. The board president shall execute a deed to the purchaser reciting the board resolution authorizing the sale. A district may employ, retain, contract with, or compensate a licensed real estate broker or salesperson for assistance in the acquisition or sale of real property. *Education Code 11.154*

Publication of Notice and Bidding Requirements

Except for the types of land and interests described at Exceptions, below, before land owned by a district may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication. Local Government Code 272.001 does not require the board to accept any bid or offer or to complete a sale or exchange. *Local Gov't Code 272.001(a), (d)*

Open-Enrollment Charter School Offer

The board of a district that intends to sell, lease, or allow use for a purpose other than a district purpose of an unused or underused district facility must give each open-enrollment charter school located wholly or partly within the boundaries of the district the opportunity to make an offer to purchase, lease, or use the facility, as applicable, in response to any terms established by the board, before offering the facility for sale or lease or to any other specific entity. The board is not required to accept an offer made by an open-enrollment charter school. *Education Code 11.1542*

Exceptions
Generally

The notice and bidding requirements set out above do not apply to the types of land and real property interests described below and owned by a district. The land and those interests described below may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the district that owns the land or interest. The appraisal price is conclusive of the fair market value of the land or interest. This applies to:

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SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB
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1. Narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
2. Streets or alleys, owned in fee or used by easement;
3. Land or a real property interest originally acquired for streets, rights-of-way, or easements that the district chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
4. Land that the district wants to have developed by contract with an independent foundation;
5. A real property interest conveyed to a governmental entity that has the power of eminent domain; or
6. The land or interests described by items 1 and 2, above, may be sold to abutting property owners:
 - a. In the same subdivision if the land has been subdivided; or
 - b. In proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

Local Gov't Code 272.001(b)–(c)

*Higher Education
Institutions*

A district may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education for less than its fair market value and without complying with the notice and bidding requirements in order to promote a public purpose related to higher education. The district shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. *Local Gov't Code 272.001(j)*

*Other Political
Subdivisions*

A district may donate or sell for less than fair market value and without complying with the notice and bidding requirements a designated parcel of land or an interest in real property to another political subdivision if:

1. The land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling district;
2. The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and

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CDB
(LEGAL)

3. The title and right to possession of the land or interest revert to the donating or selling district if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

Local Gov't Code 272.001(l)

Sale of Instructional Facility Financed with State Allotment

If an instructional facility financed by bonds paid with state and local funds under Education Code Chapter 46, Subchapter A, is sold before the bonds are fully paid, a district shall send to the comptroller a percentage of the district's net proceeds as determined by Education Code 46.011(a). *Education Code 46.011* [See also CCA]

Lease of Property to a Governmental Entity

To promote a public purpose of the district, a district may:

1. Lease property owned by the district to another political subdivision or an agency of the state or federal government; or
2. Make an agreement to provide office space in property owned by the district to the other political subdivision or agency.

The district:

1. Shall determine the terms of the lease or agreement so as to promote and maintain the public purpose;
2. May provide for the lease of the property or provision of the office space at less than fair market value; and
3. Is not required to comply with any competitive purchasing procedure or any notice and publication requirement imposed by Local Government Code Chapter 272 or other law.

Local Gov't Code 272.005

Sale or Lease of Minerals

Minerals in land belonging to a district may be sold to any person. The sale must be authorized by a resolution adopted by majority vote of the board. *Education Code 11.153(a)–(b)*

After the board determines that it is advisable to lease land belonging to the district, it shall give notice of its intention to lease the land. The notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county, and shall:

1. Describe the land to be leased; and
2. Designate the time and place at which the board will receive and consider bids for the lease.

Natural Resources Code 71.005

After adoption of a resolution authorizing sale, the board president may execute an oil or gas lease or sell, exchange, and convey the minerals. The mineral deed or lease must recite the approval of the resolution of the board authorizing the sale. *Education Code 11.153(c)*

**Donation of Former
School Campus**

The board may, by resolution, authorize the donation of real property and improvements formerly used as a school campus to a municipality, county, state agency, or nonprofit organization if:

1. Before adopting the resolution, the board holds a public hearing concerning the donation and, in addition to any other notice required, gives notice of the hearing by publishing the subject matter, location, date, and time of the hearing in a newspaper having general circulation in the territory of a district;
2. The board determines that:
 - a. The improvements have historical significance;
 - b. The transfer will further the preservation of the improvements; and
 - c. At the time of the transfer, the district does not need the real property or improvements for educational purposes; and
3. The entity to whom the transfer is made has shown, to the satisfaction of the board, that the entity intends to continue to use the real property and improvements for public purposes.

The board president shall execute a deed transferring ownership of the real property and improvements to the municipality, county, state agency, or nonprofit organization. The deed must:

1. Recite the resolution of a board authorizing the donation; and
2. Provide that ownership of the real property and improvements revert to a district if the municipality, county, state agency, or nonprofit organization:
 - a. Discontinues use of the real property and improvements for public purposes; or
 - b. Executes a document that purports to convey the property.

Education Code 11.1541(a)–(b)

OTHER REVENUES
SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB
(LEGAL)

Note: Regarding disposal of school buses, see CNB.
Regarding disposal of school-owned personal property,
see CI.
Regarding geospatial data products, see CQA.

Use of Donations

General Rule

A conveyance, devise, or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in the board or their successors as trustees for those to be benefited by the donation. Funds or other property donated or the income from the property may be spent by the trustees:

1. For any purpose designated by the donor that is in keeping with the lawful purposes of the schools for the benefit of which the donation was made; or
2. For any legal purpose if a specific purpose is not designated by the donor.

Funds for Staff
Positions

A district shall accept from a parent-teacher organization or association recognized by the district a donation designated to fund supplemental educational staff positions at a school campus and spend the donation accepted for the designated purpose at the direction of and within the time period specified by the campus for which the donation was designated. This provision expires September 1, 2025. [See DC]

Education Code 11.156

Prohibited Use

A district may not accept private funding for the purpose of developing a curriculum, purchasing or selecting curriculum materials, or providing teacher training or professional development related to a concept listed in Education Code 28.0022(a)(4)(A). *Education Code 28.0022(c)* [See EMB]

Charitable Raffles

A district is not a “qualified nonprofit organization” for purposes of the Charitable Raffle Enabling Act (Occupations Code 2002.001 et seq.). *Atty. Gen. Op. JM-1176 (1990)*

“Raffle” means the award of one or more prizes by chance at a single occasion among a pool or group of persons who have paid or promised a thing of value for a ticket that represents a chance to win a prize. *Occupations Code 2002.002(6)* [See also GKB]

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Note: For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

Board Authority

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of
Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

*Disaster
Delegation*

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

Education Code 44.0312

**Purchases Valued at
or Above \$50,000**

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:

PURCHASING AND ACQUISITION

CH
(LEGAL)

1. Competitive bidding for services other than construction services.
2. Competitive sealed proposals for services other than construction services.
3. A request for proposals for services other than construction services.
4. An interlocal contract.
5. A method provided by Government Code Chapter 2269 for construction services [see CV series];
6. The reverse auction procedure as defined by Government Code 2155.062(d).
7. The formation of a political subdivision corporation under Local Government Code 304.001 (purchase of electricity).

Education Code 44.031(a)

Exceptions

Emergency
Damage or
Destruction

If school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and the board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031. *Education Code 44.031(h)*

Sole Source

Without complying with Education Code 44.031(a) above, a district may purchase an item that is available from only one source, including:

1. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.
2. A film, manuscript, or book.
3. A utility service, including electricity, gas, or water.
4. A captive replacement part or component for equipment.

The exceptions above do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

Education Code 44.031(j)–(k)

*Competitive
Bidding*

Except to the extent prohibited by other law and to the extent consistent with Education Code Chapter 44, Subchapter B, a district may use competitive bidding to select a vendor as authorized by Education Code 44.031(a)(1).

A district shall award a competitively bid contract at the bid amount to the bidder offering the best value for the district. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria. The selection criteria may include the factors listed in Education Code 44.031(b) [see Contract Selection Factors, below].

Except as provided below, Local Government Code Chapter 271, Subchapter B (Competitive Bidding on Certain Public Works Contracts) does not apply to a competitive bidding process under this policy.

Local Government Code Sections 271.026 (Opening of Bids), 271.027(a) (Award of Contract), and 271.0275 (Safety Record of Bidder Considered) apply to a competitive bidding process under Education Code Chapter 44, Subchapter B. [See CVA for these requirements.]

Education Code 44.0351

[For information on additional competitive procedures under the Public Property Finance Act, see CHH.]

*Competitive
Sealed Proposals*

In selecting a vendor through competitive sealed proposals as authorized by Education Code 44.031(a)(2), a district shall follow the procedures prescribed below.

Request for
Proposals

The district shall prepare a request for competitive sealed proposals that includes information that vendors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Opening
Proposals

The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Selection

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected

offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

Education Code 44.0352

*Interlocal
Contracts*

“Interlocal contract” means a contract or agreement made under Government Code Chapter 791 (Interlocal Cooperation Act). A district may contract or agree with another local government or a federally recognized Indian tribe, as listed by the U.S. secretary of the interior under 25 U.S.C. 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with Government Code Chapter 791. A district may agree with another local government and with the state or a state agency, including the comptroller, to purchase goods and services. *Gov’t Code 791.003(2), .011(a), .025(a)*

An interlocal contract must:

1. Be authorized by the governing body of each party to the contract;
2. State the purpose, terms, rights, and duties of the contracting parties; and
3. Specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may be renewed. Notwithstanding item 2 above, an interlocal contract may have a specified term of years.

Gov’t Code 791.011(d)–(f), (i)

A district may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or

maintenance of the goods. This provision does not apply to services provided by firefighters, police officers, or emergency medical personnel. *Gov't Code 791.025(b)*

A district that purchases goods and services under Government Code 791.025 satisfies the requirement to seek competitive bids for the purchase of the goods and services. *Gov't Code 791.025(c); Atty. Gen. Op. JC-37 (1999)*

Reverse Auction

A district that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the district and fair to vendors. *Local Gov't Code 271.906(b)*

“Reverse auction procedure” means:

1. A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
2. A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

Gov't Code 2155.062(d)

Site-Based
Purchasing

If a purchase is made at the campus level in a district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Education Code Subchapter F, Chapter 11 [see BQ series], that delegates purchasing decisions to the campus level, Education Code 44.031 applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this provision shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Education Code 44.031(a). *Education Code 44.031(m)*

**Contract Selection
Factors**

Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.

2. The reputation of the vendor and of the vendor's goods or services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the vendor's goods or services.
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. *Education Code 44.031(b-1)*

The factors listed above are the only criteria that may be considered by a district in its decision to award a contract. *R.G.V. Vending v. Weslaco Indep. Sch. Dist.*, 995 S.W.2d 897 (Tex. App.—Corpus Christi 1999, no pet.)

Preferences
*Agricultural
Products*

A district that purchases agricultural products shall give preference to those produced, processed, or grown in Texas if the cost to the district is equal and the quality is equal. If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, the district shall give preference to agricultural products produced, processed, or grown in other states of the United States, if the cost and quality of the U.S. and foreign products are equal.

“Agricultural products” includes textiles and other similar products.

“Processed” means canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

A district may not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

Vegetation for
Landscaping

A district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the district is equal and the quality is equal.

Education Code 44.042

[For legal requirements applicable to school nutrition procurement, including produce and agricultural products, with federal funds, see COA.]

*Recycled
Products*

A district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. *30 TAC 328.203*

Subchapter K of 30 Administrative Code (Governmental Entity Recycling and Purchasing of Recycled Materials) does not apply to a district with a student enrollment of less than 10,000 students. *30 TAC 328.204(a)*

A district regularly shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:

1. Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
2. Encourage the use of products made of recycled materials; and
3. Ensure to the maximum extent economically feasible that the district purchases products that may be recycled when they have served their intended use.

In developing new procedures and specifications, the district shall encourage the use of recycled products and products that may be recycled or reused.

Health and Safety Code 361.426(b)–(c)

Bidder's Place of Business

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code Section 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. 153. *Education Code 44.031(b-1)*

Notice Publication

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which a district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately. *Education Code 44.031(g)*

Electronic Bids or Proposals

A district may receive bids or proposals under Education Code Chapter 44 through electronic transmission if the board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

**Contract with Person
Indebted to District**

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

“Person” includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov’t Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State’s Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov’t Code 2252.003–.004*

“Governmental contract” means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov’t Code 2252.001

**Professional
Services**

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered

by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional
Services
Procurement Act
Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

“Professional services” means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;
2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee
Contract for Legal
Services

“Contingent fee contract” means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compensate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or
2. Entered into by a district for the collection of an obligation, as defined by Government Code 2107.001, that is delinquent [see CCGA(LEGAL) regarding delinquent tax collection] or for services under Government Code 1201.027 [see CCA(LEGAL) regarding issuance of public securities], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code 2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and
2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.391* [See 1 Administrative Code Chapter 212 for rules related to purchases of commodity items.]

Automated External Defibrillators

A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

Multiyear Contracts A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

Other Purchasing Methods

State Purchasing Program

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

District Participation

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;
2. Be responsible for:
 - a. Submitting requisitions to the comptroller under any contract; or

- b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;
3. Be responsible for making payment directly to the vendor;
4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award
Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative
Purchasing
Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;

2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

*Cooperative
Purchasing
Contract Fees*

A district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

**Commitment of
Current Revenue**

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

Change Orders

For provisions regarding change orders, see CV.

Criminal Offenses

An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, se-

quential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

“Component purchases” means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. “Separate purchases” means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. “Sequential purchases” means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)–(b)

An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from
Office

The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction

A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, district attorney, criminal district attorney, citizen of the county in which the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney’s fees as approved by the court. *Education Code 44.032(f)*

Note: For legal requirements applicable to property acquired with federal funds, see CBB.

For information on disposal of instructional materials and technological equipment, see CMD.

All rights and title to district property, whether real or personal, shall be vested in the board and its successors in office. The trustees may, in any appropriate manner, dispose of property that is no longer necessary for the operation of the district. *Education Code 11.151(c)* [See also CDB(LEGAL)]

Surplus or Salvage Property from a State Agency

A district may not lease, lend, bail, deconstruct, encumber, sell, trade, or otherwise dispose of property acquired under Government Code 2175.184 or 2175.241 before the second anniversary of the date the property was acquired. A district that violates this provision shall remit to the Texas Facilities Commission the amount the district received from the lease, loan, bailment, deconstruction, encumbrance, sale, trade, or other disposition of the property unless the commission authorizes the district's action. *Gov't Code 2175.184(b)*

Law Enforcement Vehicles

A district may not sell or transfer a marked patrol car or other law enforcement motor vehicle to:

1. The public unless the district first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment; or
2. A security services contractor who is regulated by the Department of Public Safety and licensed under Occupations Code 1702 unless each emblem or insignia that identifies the vehicle as a law enforcement motor vehicle is removed before the sale or transfer.

A district that sells or transfers a marked patrol car or other law enforcement motor vehicle to the public in violation of these provisions is liable for damages proximately caused by the use of the vehicle during the commission of a crime, and to the state for a civil penalty of \$1,000. Governmental immunity to suit and from liability is waived and abolished to the extent of this liability.

Local Gov't Code 272.006

Note: For information regarding security breaches, see CQB.
For record retention requirements under specific statutes, see the applicable policy code.

Definitions

Custodian	“Custodian” means the appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records. <i>Local Gov’t Code 201.003(2)</i>
Disposition	“Disposition” means final processing of local government records by archival transfer under Local Government Code 203.049 or destruction under Local Government Code 202.001 or Government Code 441.0945. <i>13 TAC 7.71(5)</i>
Electronic Record	“Electronic record” means any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in Local Government Code 201.003(8), below. <i>13 TAC 7.71(6)</i>

Note: Additional definitions related to standards and procedures for management of electronic records are found in 13 Administrative Code 7.71.

Electronic Records System	“Electronic records system” means any information system that produces, manipulates, and stores local government records by using a computer. <i>13 TAC 7.71(7)</i>
Electronic Storage Media	“Electronic storage media” means all physical media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media. <i>13 TAC 7.71(8)</i>
Essential Record	“Essential record” means any local government record necessary to the resumption or continuation of district operations in an emergency or disaster, to the re-creation of the legal and financial status of the district, or to the protection and fulfillment of obligations to the people of the state. <i>Local Gov’t Code 201.003(5)</i>
Local Government Record	“Local government record” means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a district or any of its officers or employees, pursuant to law, including an ordinance, or in the transaction of public business. The term does not include:

1. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the district;
2. Notes, journals, diaries, and similar documents created by an officer or employee of the district for the officer's or employee's personal convenience;
3. Blank forms, stocks of publications, or library and museum materials acquired solely for the purposes of reference or display;
4. Copies of documents in any media furnished to members of the public to which they are entitled under Government Code Chapter 552 (Public Information Act) or other state law; or
5. Any records, correspondence, notes, memoranda, or documents, other than a final written agreement described by Government Code 2009.054(c), associated with a matter conducted under an alternative dispute resolution procedure in which personnel of a district participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

Local Gov't Code 201.003(8)

Permanent Record	"Permanent record" or "record of permanent value" means any local government record for which the retention period on a records retention schedule issued by the Texas State Library and Archives Commission (TSLAC) is given as permanent. <i>Local Gov't Code 201.003(10)</i>
Records Control Schedule	"Records control schedule" means a document prepared by or under the authority of a records management officer listing the records maintained by a district, their retention periods, and other records disposition information that the records management program in each district may require. <i>Local Gov't Code 201.003(12)</i>
Records Management	"Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems. <i>Local Gov't Code 201.003(13)</i>

Records Management Officer	“Records management officer” means the person designated under Local Government Code 203.025 as the records management officer. [See Designation, below] <i>Local Gov’t Code 201.003(14)</i>
Records Retention Schedule	“Records retention schedule” means a document issued by TSLAC under authority of Government Code Chapter 441, Subchapter J, establishing mandatory retention periods for local government records. <i>Local Gov’t Code 201.003(15)</i>
Retention Period	“Retention period” means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction. <i>Local Gov’t Code 201.003(16)</i>
Third-Party Custodians	“Third-party custodians” means parties with which a district may contract for services who are temporarily responsible for the maintenance of local government records, other than an interlocal contract under Local Government Code 203.025(f). <i>13 TAC 7.71(16)</i>

Board’s Responsibilities

The board shall:

1. Establish, promote, and support an active and continuing program for the efficient and economical management of all local government records;
2. Cause policies and procedures to be developed for the administration of the program under the direction of the records management officer;
3. Facilitate the creation and maintenance of local government records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the district and designed to furnish the information necessary to protect the legal and financial rights of the district, the state, and persons affected by the district’s activities;
4. Facilitate the identification and preservation of local government records that are of permanent value;
5. Facilitate the identification and protection of essential local government records; and
6. Cooperate with TSLAC in its conduct of statewide records management surveys.

Local Gov’t Code 203.021

District’s Duties

Each district shall:

1. Submit to the director and librarian of TSLAC the name of the district's records management officer and the name of the new officer in the event of a change;
2. File a plan or an ordinance or order establishing a records management program and any amendments to the plan or ordinance or order with the director and librarian;
3. Notify TSLAC at least ten days before destroying a local government record that does not appear on a records retention schedule issued by TSLAC; and
4. File with the director and librarian a written certification as provided by Local Government Code 203.041 that the district has prepared a records control schedule that:
 - a. Establishes a retention period for each local government record as required by Local Government Code Chapter 203, Subchapter C; and
 - b. Complies with a local government records retention schedule distributed by the director and librarian under Government Code 441.158 and any other state and federal requirements.

Gov't Code 441.169

Minimum
Requirements for
Electronic Records

Each district must:

1. Manage electronic records according to the district's records management program and records retention schedule regardless of format, system, or storage location;
2. Maintain ownership and responsibility for electronic records regardless of where the record originates or resides, including, but not limited to, external electronic records systems, third-party custodians, and social media platforms;
3. Develop and maintain up-to-date documentation about electronic records systems and storage media adequate to identify, retain, read, process, or migrate electronic records and ensure the timely, authorized final disposition of electronic records;
4. Ensure that electronic records remain readily retrievable and readable for as long as they are maintained by the district through migration or by maintaining any software, hardware, and documentation required to retrieve and read the electronic records;

5. Maintain descriptive and technical metadata required for electronic records to maintain and retain reliability, including metadata necessary to adequately support the usability, authenticity, or integrity as well as the preservation of a record;
6. Preserve the authenticity, integrity, reliability, and usability of the records;
7. Ensure that electronic records are readily retrievable and readable independently of other records in the database management system, electronic records system, or electronic storage media;
8. Ensure that system backups that are required for disaster recovery are not used to satisfy records retention requirements unless indexed to ensure usability and are tested on a regular basis; and
9. Require all third-party custodians of records to provide the district with descriptions of their business continuity and/or disaster recovery plans pertaining to the protection of the district's essential records.

Any technology for electronic records developed, used, or acquired by a district must support the district's ability to meet the minimum requirements in 13 Administrative Code 7.74(a) to preserve and make readily retrievable and readable any electronic record or to extract or migrate the record in as complete a form as possible for its full retention period.

13 TAC 7.74

Security of
Electronic Records

Districts must implement and maintain an electronic records security program for office and storage areas that complies with 13 Administrative Code 7.75.

Note: The district's duties regarding maintenance of electronic storage media are set out in 13 Administrative Code 7.76. The minimum requirements for all electronic records systems are found in 13 Administrative Code 7.77.

**Custodians of
Records**

District custodians of records shall:

1. Cooperate with the records management officer in carrying out the policies and procedures established by a district for the efficient and economical management of records and in carrying out the requirements of Local Government Code Title 6, Subtitle C;

2. Adequately document the transaction of district business and the services, programs, and duties for which they and their staff are responsible; and
3. Maintain the records in their care and carry out the preservation, microfilming, destruction, or other disposition of the records only in accordance with the policies and procedures of the district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it.

Local Gov't Code 203.022

**Records
Management Officer**

Designation

The board shall designate a records management officer by designating an individual or designating an office or position, the holder of which shall be the records management officer.

The name, office, or position of the records management officer shall be entered on the minutes of the board. The name or the name and office or position of the records management officer shall be filed by the records management officer with the director and librarian of TSLAC within 30 days after the date of the designation.

The designation of a new individual or a new office or position shall be entered on the minutes and reported to TSLAC in the same manner as the original designation.

If the order designating a records management officer designates an office or position rather than an individual, a new holder of that office or position must file the holder's name with TSLAC within 30 days after the date of assuming the office or position.

Local Gov't Code 203.025(a)–(e)

Duties

The district's records management officer shall:

1. Assist in establishing and developing policies and procedures for a district's records management program;
2. Administer the records management program and provide assistance to custodians for the purposes of reducing costs and improving recordkeeping efficiency;
3. In cooperation with the custodians of the records:
 - a. Prepare the records control schedules and amended schedules required by Local Government Code 203.041 and the list of obsolete records as provided by Local Government Code 203.044;

- b. Identify and take adequate steps to preserve local government records of permanent value;
 - c. Identify and take adequate steps to protect essential local government records;
 - d. Ensure that the maintenance, preservation, microfilming, destruction, or other disposition of records is carried out in accordance with a district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it;
4. Disseminate to the board and custodians of records information concerning state laws, administrative rules, and government policies relating to local government records; and
 5. In cooperation with the custodians of records, establish procedures to ensure that the handling of records in any context of the records management program is carried out with due regard for the duties and responsibilities of custodians that may be imposed by law and the confidentiality of information in records to which access is restricted by law.

Local Gov't Code 203.023

Electronic Records
Management
Practices

District records management officers, in conjunction with the board, shall approve and institute written policies and procedures that communicate the district's approach for electronic records management practices that ensure electronic records maintain and retain reliability, usability, integrity, and authenticity.

A district's policies and procedures must:

1. Establish a component of the district's active and continuing records management program to address the management of electronic records created, received, retained, used, transmitted, or disposed of electronically, including electronic records maintained or managed by third-party custodians or other external entities;
2. Integrate the management of electronic records into existing records and information resources management programs;
3. Incorporate electronic records management objectives, responsibilities, and authorities;
4. Address electronic records management requirements, including retention requirements and final disposition;
5. Address the use of new technologies through regular media and format conversion, recopying, reformatting, and other

necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods and final disposition; and

6. Ensure transparency by documenting, in an open and verifiable manner, the processes and activities carried out in the management of electronic records.

A district's policies and procedures must ensure information that must be protected from unauthorized use or disclosure is appropriately protected as required by applicable law, regulation, or other applicable requirement

13 TAC 7.73

**Records
Management
Program**

A board by ordinance or order shall establish a records management program to be administered by the records management officer. The ordinance or order must provide methods and procedures to enable the board, custodians, and the records management officer to fulfill the statutory duties and responsibilities concerning management and preservation of records. The ordinance or order may prescribe any policies or procedures for the operation of the records management program that are consistent with the requirements of Local Government Code Title 6, Subtitle C rules adopted under it. A copy of the ordinance or order must be filed by the records management officer with TSLAC within 30 days after the date of its adoption. *Local Gov't Code 203.026(a)-(c)*

**Electronic Records
Management**

The board and its records management officer, in cooperation with other employees of the district, must:

1. Administer a program for the management of records created, received, maintained, used, or stored on electronic media;
2. Integrate the management of electronic records with other records and information resources management programs;
3. Incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;
4. Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;
5. Make training available for users of electronic records systems that addresses:
 - a. The operation, care, and handling of the equipment, software, media, and information contained in the system; and

- b. Records management concepts and applicable requirements, including any records management issues as they relate to item 5a;
6. Develop and maintain up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics necessary for reading or processing the records and the timely, authorized disposition of records; and
7. Specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.

13 TAC 7.72(c)

**Records Control
Schedules**

The records management officer shall:

1. Prepare a records control schedule listing the following records and establishing a retention period for each:
 - a. All records created or received by the district;
 - b. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has not expired; and
 - c. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has expired but which will not be destroyed; and
2. File with the director and librarian a written certification of compliance that the district has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by TSLAC.

**Amendment of
Schedules**

The records management officer shall review the district's records control schedules and prepare amendments to the schedules as needed to reflect new records created or received by the district or revisions to retention periods established in a records retention schedule issued by TSLAC. The records management officer shall file with the director and librarian a written certification of compliance that the district has amended the records control schedules to comply with the minimum requirements established on records retention schedules issued by TSLAC.

The board shall require in the ordinance or order establishing the records management program the review or approval of a records

control schedule or amended schedule by the officers of the district as it considers necessary.

Local Gov't Code 203.041

Retention Periods

A retention period for each record on the records control schedule shall be determined by the board or under its direction. A retention period may not be less than a retention period prescribed by state or federal law, regulation, or rule of court; or a retention period for the record established on a records retention schedule issued by TSLAC. *Local Gov't Code 203.042*

TSLAC Retention Schedules

TSLAC has adopted the following retention schedules, among others: Local Schedule GR—Records Common to All Governments, Local Schedule EL—Records of Elections and Voter Registration, Local Schedule TX—Records of Property Taxation, and Local Schedule SD—Records for Public School Districts. These schedules establish mandatory minimum retention periods for the records listed. *13 TAC 7.125*

Note: [Local government records retention schedules](#)¹ are available on the TSLAC website.

Destruction of Records

A local government record may be destroyed if:

1. The record is listed on a valid records control schedule and either its retention period has expired or it has been micro-filmed or electronically stored in accordance with legal requirements;
2. The record appears on a list of obsolete records as provided by Local Government Code 203.044;
3. The record is not listed on a records retention schedule issued by TSLAC and the district provides notice to TSLAC at least ten days before destroying the record as required by Government Code 441.169;
4. A court issues an expunction order for the destruction or obliteration of the records, pursuant to state law; and
5. The records are defined as exempt from scheduling or filing requirements or listed as exempt in a records retention schedule issued by TSLAC.

Local Gov't Code 202.001; 13 TAC 7.123(c)

Electronic Records Destruction

Electronic records may be destroyed only in accordance with Local Government Code 202.001, above.

Each district must ensure that:

1. Electronic records eligible for destruction are disposed of in a manner that ensures protection of any confidential information; and
2. Electronic storage media used for electronic records containing confidential information is not reused if the previously recorded information can be compromised in any way through reuse.

13 TAC 7.78(a), (b)

Exceptions

A local government record the subject matter of which is known by the custodian to be the subject of litigation may not be destroyed until the litigation is settled. A local government record that is subject to a request under Government Code Chapter 552 (Public Information Act) may not be destroyed until the request is resolved. *Local Gov't Code 202.002*

[See FL regarding student records.]

Recordkeeping

As a board may require, the records management officer shall keep accurate lists of records destroyed, their volume, and other information of records management activities. *Local Gov't Code 203.046*

Preservation of Records

Permanent records shall be stored under conditions that meet the requirements of 13 Administrative Code 7.164.

Permanent Records

Microfilm

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of Local Government Code Chapter 204 and rules adopted under it. *Local Gov't Code 204.002*

Electronic Storage

Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of Local Government Code Chapter 205 and rules adopted under it. *Local Gov't Code 205.002*

Records Offenses

Destruction or
Alienation of Record

A board member or district employee commits an offense if the board member or employee knowingly or intentionally violates Local Government Code Title 6, Subtitle C (local government records) or rules adopted under it by destroying or alienating a local government record in contravention of Local Government Code Subtitle C or by intentionally failing to deliver records to a successor in office as provided by Local Government Code 201.006(a). *Local Gov't Code 202.008*

Tampering with
Governmental
Record

A person commits an offense if the person:

1. Knowingly makes a false entry in, or false alteration of, a governmental record;
2. Makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;
3. Intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;
4. Possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;
5. Makes, presents, or uses a governmental record with knowledge of its falsity; or
6. Possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.

It is an exception to the application of item 3, above, that the governmental record is destroyed pursuant to legal authorization or transferred under Government Code 441.204. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Local Government Code Title 6, Subtitle C.

Penal Code 37.10

Federal
Investigations

Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any bankruptcy case, or in relation to or contemplation of any such matter or case, shall be fined, imprisoned not more than 20 years, or both. *18 U.S.C. 1519*

¹ Local Government Retention Schedules:
<https://www.tsl.texas.gov/slr/recordspubs/localretention.html>

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The Superintendent shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

**Information Required
on Website**

A district that at any time on or after January 1, 2019, maintained a publicly accessible internet website shall post on a publicly accessible website the following information:

1. The district's contact information, including a mailing address, telephone number, and email address;
2. Each member of the board;
3. The date and location of the next election for board members [see BB series];
4. The requirements and deadline for filing for candidacy of board member, which shall be continuously posted for at least one year before the election day for the office [see BB series];
5. Each notice of a meeting of the board under Government Code Chapter 551, Subchapter C [see BE]; and
6. Each record of a meeting of the board under Government Code 551.021 [see BE].

Items 5 and 6 above do not apply to a district with a population of less than 5,000 in the district's boundaries and located in a county with a population of less than 25,000.

Gov't Code 2051.201

Note: See GBA regarding the confidentiality of certain board member information.

Trustee Information

Each district that maintains an internet website shall post on the website the name, email address, and term of office, including the date the term began and the date the term expires, of each member of the district's board of trustees. If a district does not maintain an internet website, the district shall submit the information required above to the Texas Education Agency (TEA). On receipt of the district's information, TEA shall post the information on TEA's internet website.

Each time there is a change in the membership of a district's board, the district shall update the information required above and, as applicable post the updated information on the district's internet website or submit the updated information to TEA for posting on TEA's internet website.

Education Code 11.1518

Note: The following is an index of website posting requirements that are addressed in the legal reference material of the policy manual. The list is not all-inclusive. The list does not address postings that are required in response to a specific incident or postings required under special circumstances.

**Other Required
Internet Postings**

The following posting requirements apply to a district that maintains an internet website:

1. A board may not vote on adoption of a proposed local innovation plan unless the final version of the proposed plan has been available on the district website for at least 30 days, under Education Code 12A.005(a)(1) and 19 Administrative Code 102.1307(a)(1). [See AF]
2. A district designated as a district of innovation shall ensure that a copy of its current local innovation plan is available to the public by posting and maintaining the plan in a prominent location on the district's website, under Education Code 12A.0071(a) and 19 Administrative Code 102.1305(e), .1307(f). [See AF]
3. Not later than 30 days after an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked is assigned, a district must post notice on the home page of its website with a link to the required notification under 19 Administrative Code 97.1055(f), and maintain this until the district is assigned the accredited status. [See AIA]
4. A district with a local accountability system must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings, under 19 Administrative Code 97.1003(g). [See AIA]
5. A board shall disseminate its Texas Academic Performance Report (TAPR) by posting it on the district website under 19 Administrative Code 61.1022(f). [See AIB]
6. Not later than the tenth day after the first day of instruction of each school year, a district shall make available each campus report card, the district's performance report, the district's accreditation status and performance rating, and a definition and explanation of each accreditation status, under Education Code 39.362. [See AIB]

7. A district shall post its annual federal report card under 20 U.S.C. 6311(h)(2). [See AIB]
8. A campus intervention team must notify the public of the meeting for input for the development of a targeted improvement plan fifteen days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(d)(3)(A)(ii) and Education Code 39A.056. [See AIC]
9. A district shall post a targeted improvement plan for a campus assigned an unacceptable performance rating on its website before the board hearing on the plan under Education Code 39A.057(b). [See AIC]
10. A district shall notify stakeholders of their ability to review the completed campus turnaround plan and post the completed plan on the district website at least 30 days before the final plan is submitted to the board of trustees, under 19 Administrative Code 97.1064(e). [See AIC]
11. A district shall post an election notice required under Election Code 85.007. [See BBBA]
12. A district shall post election information under Election Code 4.009. [See BBBA]
13. Each day early voting is conducted, the district shall post the branch daily register under Election Code 85.072. [See BBBA]
14. A district shall post early voting rosters under Election Code 87.121. [See BBBA]
15. A district shall post election results under Election Code 65.016. [See BBBB]
16. A district shall post the minutes of the last regular board meeting held before an election of trustees if the minutes reflect that a trustee is deficient in meeting the trustee's training requirement, under Education Code 11.159(b) and 19 Administrative Code 61.1(j). [See BBD]
17. A district that is located wholly or partly in a municipality with a population of more than 500,000 and with a student enrollment of more than 15,000 shall post a report filed pursuant to Election Code Chapter 254 by a board member, a candidate for membership on the board, or a specific-purpose committee for supporting, opposing, or assisting a candidate or member of a board under Election Code 254.04011. [See BBBC]

18. A district shall provide access to the conflicts disclosure statements and questionnaires under Local Government Code 176.009. [See BBFA, CHE]
19. A district shall post the statements regarding activities to support and promote student health under Education Code 28.004. [See BDF]
20. A district must post notice of school health advisory council (SHAC) meetings under Education Code 28.004(d-1). [See BDF]
21. A district must post the minutes and audio or video recording of each SHAC meeting under Education Code 28.004(d-2). [See BDF]
22. A board must post notice of a board meeting and, if the district contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more, the board must also post the agenda for a board meeting under Government Code 551.056. [See BE]
23. A district that has a student enrollment of 10,000 or more shall post the archived recording, or a link thereto, of its meetings under Government Code 551.128(b-1). [See BE]
24. A district conducting a bond election shall post the election order, the election notice, the contents of the proposition, and any sample ballot under Election Code 4.003(f). [See CCA]
25. A district conducting a bond election shall post the voter information document beginning not later than the 21st day before election day and ending on the day after the election, under Government Code 1251.052(d). [See CCA]
26. A district issuing capital appreciation bonds shall post the information required by Government Code 1201.0245. [See CCA]
27. Not later than 30 days before the date of an election to approve a tax rate, a district must post the results of an efficiency audit under Education Code 11.184. [See CCG]
28. A district shall include on the home page of its website the prescribed statement if the district increases the amount of taxes to fund maintenance and operation expenditures under Tax Code 26.05(b). [See CCG]

29. A district shall maintain a link to the area of the comptroller's website where information on each of the district's agreements to limit appraised value, if any, is maintained, under Tax Code 313.0265(c). [See CCGB]
30. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget under Education Code 44.0041. [See CE]
31. In the format prescribed by the comptroller, a district shall post or cause to be posted tax rate and budget information under Tax Code 26.18. [See CE]
32. A district shall maintain its adopted budget on the district's website until the third anniversary of the date the budget was adopted, under Education Code 44.0051. [See CE]
33. A district shall continuously post its contact information and Annual Local Debt Report under Local Government Code 140.008 and 34 Administrative Code 10.1-.6 on its website until the district posts the next annual report, or, as an alternative, the district may continually maintain a link to the comptroller's website where the district's financial information may be viewed. [See CFA]
34. A district must make available information regarding its compliance with requirements related to the transportation of students enrolled in the district who reside outside the district, under Education Code 34.007. [See CNA]
35. A district that does not participate in the uniform group health insurance program (TRS ActiveCare) shall post its comparability report, together with the policy or contract for the group health coverage plan, under Education Code 22.004(d). [See CRD]
36. A district that is a service provider seeking to limit liability under the Digital Millennium Copyright Act must post information regarding its designated agent under 17 U.S.C. 512(c)(2). [See CY]
37. A district shall post its employment policy and any regulations referenced under Education Code 11.1513(a). [See DC]
38. A district shall post the board's employment policies under Education Code 21.204(d). [See DCB]
39. The board shall adopt and post on the district's website early childhood literacy and mathematics plans that set specific annual goals under Education Code 11.185. [See EA]

TECHNOLOGY RESOURCES
DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

CQA
(LEGAL)

40. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the early childhood literacy and mathematics plans under Education Code 11.185. [See EA]
41. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the college, career, and military readiness plans under Education Code 11.186. [See EA]
42. A district shall post curriculum materials used in the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, if the materials are in the public domain, under Education Code 28.004(j). [See EHAA]
43. A district shall post the transition and employment guide for students enrolled in special education programs and their parents in order to provide information on statewide services and programs that assist in the transition to life outside the public school system, under Education Code 29.0112. [See EHBAD]
44. A district shall make available on the district or campus website by November 1 of each school year a family engagement plan to assist the district in achieving and maintaining high levels of family involvement and positive family attitudes toward education, under 19 Administrative Code 102.1003(e). [See EHBG]
45. Annually, a district shall post any agreement between the district and a public institution of higher education to provide a dual credit program, under Education Code 28.009(b-2). [See EHDD]
46. A district shall publish information from TEA under Education Code 28.02121 explaining the advantages of the distinguished level of achievement and each endorsement. [See EIF]
47. A district shall post the date the PSAT/NMSQT will be administered and the date any college advanced placement tests will be administered, under Education Code 29.916. [See EK]
48. A district that receives funds under Title 1, Part A shall post on its website and the website of each campus for each grade served, information on each assessment required by the state to comply with 20 U.S.C. 6311, other assessments required by the state, and assessments required district-wide, under 20 U.S.C. 6312(e)(2)(B). [See EKB]

49. A district shall post information regarding local programs and services, including charitable programs and services, available to assist students who are homeless, under Education Code 33.906. [See FDC]
50. A district shall prominently post information about required and recommended immunizations and procedures for claiming an exemption from immunization requirements under Education Code 38.019. [See FFAB]
51. Each school year, the board shall post a summary of the [Guidelines for the Care of Students With Food Allergies At-Risk for Anaphylaxis](#)¹ on the district's website with instructions for obtaining access to the complete guidelines document, under Education Code 38.0151. [See FFAF]
52. A district must prominently display the contact information required to be listed for the Title IX Coordinator and policy on its website, if any, under 34 C.F.R. 106.8(b). [See FFH]
53. A district must make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website, if any, under 34 C.F.R. 106.45(b)(10)(i)(D). [See FFH]
54. To the extent practicable, a district must post the procedure for reporting bullying established by the district's bullying policy, under Education Code 37.0832(e). [See FFI]
55. A district shall post on its website, for each district campus, the email address and dedicated phone number of the campus behavior coordinator under Education Code 26.015. [See FO]
56. If the board designates a method for making a written request for public information, other than mail, email, or hand-delivery, the board must include a statement that a request may be made by that method on its website under Government Code 552.234(b) unless the statement is on the sign required by Government Code 552.205. [See GBAA]
57. A board that allows requestors to use the public information request form created by the attorney general must post the form on the district website under Government Code 552.235. [See GBAA]
58. A district shall post on its website and each campus shall post on any campus website a notice regarding the district's ability to refuse entry or eject certain persons under Education Code

37.105 and 19 Administrative Code 103.1207(g), including the appeal process. [See GKA]

Optional Internet Postings

A district that maintains an internet website has the following options:

1. A board may broadcast an open meeting over the internet, under Government Code 551.128. [See BE]
2. A district may publish the superintendent's employment contract on the district's website instead of publishing it in the annual financial management report under 19 Administrative Code 109.1001(q)(3)(B)(i). [See CFA]
3. Notice of a vacant position for which a certificate or license is required may be provided by posting the position on the district's internet website, rather than on a bulletin board, under Education Code 11.1513. [See DC]
4. A district may place on its internet website a current copy of the procedural safeguards notice regarding special education and related services, under 34 C.F.R. 300.504(b). [See EHBAE]
5. A district may provide the annual notice to the parent of each student enrolled in grade 9 or above of the availability of subsidies for certain exam fees and the availability and enrollment qualifications for programs under which a student may earn college credit and career and technology education programs or other work-based education programs in the district, under Education Code 28.010. [See EHDD]
6. A board may post a mailing address and email address designated for receiving written requests for public information on its website under Government Code 552.234(d). [See GBAA]

Geospatial Data Products

"Geospatial data product" means a document, computer file, or internet website that contains geospatial data; a map; or information about a service involving geospatial data or a map. *Gov't Code 2051.101(1)*

Notice

A district shall include a notice on each geospatial data product that:

1. Is created or hosted by the district;
2. Appears to represent property boundaries; and
3. Was not produced using information from an on-the-ground survey conducted by or under the supervision of a registered

professional land surveyor or land surveyor authorized to perform surveys under laws in effect when the survey was conducted.

The notice must be in substantially the following form: "This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

The notice may include language further defining the limits of liability of a geospatial data product producer; apply to a geospatial data product that contains more than one map; or for a notice that applies to a geospatial data product that is or is on an internet website, be included on a separate page that requires the person accessing the website to agree to the terms of the notice before accessing the geospatial data product.

Gov't Code 2051.102

Exemption

A district is not required to include the notice on a geospatial data product that:

1. Does not contain a legal description, a property boundary monument, or the distance and direction of a property line;
2. Is prepared only for use as evidence in a legal proceeding;
3. Is filed with the clerk of any court; or
4. Is filed with the county clerk.

Gov't Code 2051.103

¹ TDSHS Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis: https://www.dshs.texas.gov/uploadedFiles/Content/Prevention_and_Preparedness/schoolhealth/SHAC/Guidelines-Food%20Allergy-Final.pdf

Definitions

- Participating Entity “Participating entity” means an entity participating in the uniform group coverage program established under Insurance Code Chapter 1579.
- Program “Program” means the uniform group coverage program established under Insurance Code Chapter 1579 (TRS-ActiveCare).
Insurance Code 1579.002(5), (6)

Coverage Requirements

- A district shall participate in the uniform group coverage program established under Insurance Code Chapter 1579 as provided by Subchapter D of that chapter. *Education Code 22.004(a)*
- Districts with 500 or Fewer Employees Each district with 500 or fewer employees is required to participate in the program. *Insurance Code 1579.151(a)*
- Self-Funded Districts Notwithstanding the above, a district otherwise subject to the requirement that, on January 1, 2001, was individually self-funded for the provision of health coverage to its employees may elect not to participate in the program. *Insurance Code 1579.151(b)*
- Districts with More Than 500 Employees A district with more than 500 employees may elect to participate in the program. A district that elects to participate shall apply for participation in the manner prescribed by TRS rule. *Insurance Code 1579.152*

TRS-ActiveCare

- The Teacher Retirement System (TRS) shall implement and administer the uniform group coverage program described by Insurance Code Chapter 1579. TRS shall establish plans of group coverages for employees participating in the program and their dependents. *Insurance Code 1579.051, .101*
- Eligibility Participation in the program is limited to employees of participating districts who are full-time employees and to part-time employees who are participating members in TRS. *Insurance Code 1579.202(a)*
- Full-Time Employees* A “full-time employee” is a participating member who is currently employed by a district in a position that is eligible for membership in TRS and who is not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under Insurance Code Chapters 1551 (Texas Employees Group Benefits Act), 1601 (State University Employees Uniform Insurance Benefits Act), or 1575 (Texas Public School Retired Employees Group Benefits Act [TRS-Care]). *34 TAC 41.33(2)*
- Certain Part-Time Employees* A part-time employee of a district who is not a participating member in TRS is eligible to participate in the program only if the employee pays all of the premiums and other costs associated with

the health coverage plan selected by the employee. *Insurance Code 1579.204*

A “part-time employee” is an individual who:

1. Is currently employed by a district for ten hours or more each week;
2. Is employed in a position that is not eligible for membership in TRS or is not eligible for membership in TRS because of a service or disability retirement; and
3. Is not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under Insurance Code Chapters 1551, 1601, or 1575 (TRS-Care).

34 TAC 41.33(6)

Alternative Group
Health Coverage
Prohibited

Notwithstanding any other law, a participating entity may not offer or make available to the entity’s employees or their dependents group health coverage not provided under the program. *Insurance Code 1579.1045; 34 TAC 41.30(e)*

If, contrary to 34 Administrative Code 41.30(e) and Insurance Code 1579.1045, a participating entity offers alternative group health coverage, TRS may pursue remedies for noncompliance, including but not limited to removal from or denial of entry into TRS-ActiveCare. TRS may impose or pursue one or more remedies. The pursuit of one remedy does not constitute a waiver of any other remedy that TRS may have at law or equity. If TRS discovers that a participating entity is in violation of 34 Administrative Code 41.30(e) after the beginning of a plan year, in addition to any other available remedy, TRS will remove the entity from the program effective at the end of the month in which TRS discovers the situation; and it will be the entity's liability to procure alternative coverage or provide other remedies for the employees and their dependents that lose coverage under these circumstances. *34 TAC 41.30(f)*

*Participation
Election*

Election to
Discontinue

Effective September 1, 2022, a participating entity may elect to discontinue the entity’s participation in the program by providing written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective.

A participating entity that elects to discontinue participation in the program may not elect to:

1. Participate in the program until the fifth anniversary of the effective date of the entity’s election to discontinue participation; or

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2. Discontinue the entity's participation after an election described by item 1 until the fifth anniversary of the effective date of that election.

Election to
Continue

Effective September 1, 2022, an entity that elects to participate in the program shall provide written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective. The entity may not elect to discontinue the entity's participation until the fifth anniversary of the effective date of the entity's election to participate.

Insurance Code 1579.155; 34 TAC 41.30

An eligible entity that submits a written election to participate in TRS-ActiveCare under 34 Administrative Code 41.30 must include with the notice of election the information specified in 34 Administrative Code 41.45. Written notices of election to participate in TRS-ActiveCare without the information required will be considered incomplete and will be denied by TRS. *34 TAC 41.45*

Optional Coverages

Education Code 22.004 does not preclude a district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 from entering into contracts to provide optional insurance coverages for district employees. *Education Code 22.004(j)*

**Other Health
Coverage Programs**

A district that does not participate in the program shall make available to its employees group health coverage provided by a risk pool established by one or more districts under Local Government Code Chapter 172 ("authorized risk pool"), or under a policy of insurance or group contract issued by an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization under Insurance Code Chapter 843.

Comparability

The coverage provided by a district that does not participate in the program must meet the substantive coverage requirements of Insurance Code Chapter 1251, Subchapter A, Chapter 1364, and Chapter 1366, Subchapter A, and any other law applicable to group health insurance policies or contracts issued in this state. The coverage must include major medical treatment but may exclude experimental procedures. "Major medical treatment" means a medical, surgical, or diagnostic procedure for illness or injury. The coverage may include managed care or preventive care and must be comparable to the basic health coverage provided under Insurance Code Chapter 1551 (Texas Employees Group Benefits Act).

The following factors shall be considered in determining whether the district's coverage is comparable to the basic health coverage specified above:

1. The deductible amount for service provided inside and outside of the network;
2. The coinsurance percentages for service provided inside and outside of the network;
3. The maximum amount of coinsurance payments a covered person is required to pay;
4. The amount of the copayment for an office visit;
5. The schedule of benefits and the scope of coverage;
6. The lifetime maximum benefit amount; and
7. Verification that the coverage is issued by a provider licensed to do business in this state by the Texas Department of Insurance (TDI) or is provided by an authorized risk pool or that a district is capable of covering the assumed liabilities in the case of coverage provided through district self-insurance.

Education Code 22.004(b)

Financial Statement A district that does not participate in the program may not contract with an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization to issue a policy or contract under Education Code 22.004, or with any person to assist the district in obtaining or managing the policy or contract unless, before the contract is entered, the insurer, company, organization, or person provides the district with an audited financial statement showing the financial condition of the insurer, company, organization, or person. *Education Code 22.004(f)*

Small Employer Market Election A district may elect to participate as a small employer without regard to the number of employees in the district. A district that makes this election is treated as a small employer under Insurance Code Chapter 1501 for all purposes.

A district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 may not participate in the small employer market under this provision and may not renew a health insurance contract obtained in accordance with this provision after the date on which the program of coverages provided under Chapter 1579 is implemented. This provision does not affect a contract for the provision of optional coverages not included in a health benefit plan under Insurance Code Chapter 1501.

Insurance Code 1501.009

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<i>Employee Election — Spouses</i>	A district employee who is eligible for coverage under a large or small employer health benefit plan providing coverage to the district's employees and who is the spouse of another district employee covered under the plan may elect whether to be treated under the plan as an employee or as the dependent of the other employee. <i>Insurance Code 1501.0095</i>
Self-Funded Health-Care Plan	<p>The board may establish a health-care plan for district employees and their dependents. In implementing the plan, the board shall establish a fund to pay, as authorized under the plan, all or part of the actual costs for hospital, surgical, medical, dental, or related health care incurred by employees or any dependent whose participation in the program is being supported by deductions from an employee's salary. Under the plan, the fund also may be used to pay the costs of administering the fund. The fund consists of money contributed by the district and money deducted from salaries of employees for dependent or employee coverage. Money for the fund may not be deducted from an employee's salary unless the employee authorizes the deduction in writing. The plan shall attempt to protect the district against unanticipated catastrophic individual loss, or unexpectedly large aggregate loss, by securing individual stop-loss coverage, or aggregate stop-loss coverage, or both, from a commercial insurer.</p> <p>The board may amend or cancel the district's health-care plan at any regular or special board meeting. If the plan is canceled, any valid claim against the fund for payment of health-care costs resulting from illness or injury occurring during the time the plan was in effect shall be paid out of the fund. If the fund is insufficient to pay the claim, the costs shall be paid out of other available district funds.</p> <p><i>Education Code 22.005</i></p>
Compliance Report	<p>Each district that does not participate in the program shall prepare a report addressing its compliance with Education Code 22.004. The report must be available for review, together with the policy or contract for the group health coverage plan, at the central administrative office of each campus in the district and be posted on the district's internet website if the district maintains a website, must be based on the district group health coverage plan in effect during the current plan year, and must include:</p> <ol style="list-style-type: none">1. Appropriate documentation of:<ol style="list-style-type: none">a. The district's contract for group health coverage with a provider licensed to do business in this state by TDI or an authorized risk pool; or

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- b. A resolution of the board authorizing a self-insurance plan for district employees and of the district's review of district ability to cover the liability assumed;
2. The schedule of benefits;
3. The premium rate sheet, including the amount paid by the district and employee;
4. The number of employees covered by the health coverage plan offered by the district; and
5. Information concerning the ease of completing the report.

Education Code 22.004(d)

Cost of Coverage
TRS-ActiveCare

The cost of coverage under the program shall be paid by the state, the district, and the employees in the manner provided by Insurance Code, Chapter 1579, Subchapter F, below. *Education Code 22.004(c)*

*State
Contribution*

The state shall provide for each covered employee the amount of \$900 each state fiscal year or a greater amount as provided by the General Appropriations Act. The state contribution shall be distributed through the school finance formulas under Education Code Chapters 48 and 49 and used by districts as provided by Education Code 48.275. *Insurance Code 1579.251(a)*

*Employee
Contribution*

An employee covered by the program shall pay that portion of the cost of coverage selected by the employee that exceeds the amount of the state contribution and a district's contribution.

*District
Contribution*

A district may pay any portion of what otherwise would be the employee share of premiums and other costs associated with the coverage selected by the employee.

Insurance Code 1579.253

A district shall make contributions for the program as provided by Insurance Code Chapter 1581. *Insurance Code 1579.252* [See District Required Minimum Effort, below]

Other Health
Coverage Programs

The cost of coverage under a plan adopted by a district that does not participate in the program shall be shared by the employees and the district, using the contributions by the state described by Insurance Code Chapter 1579, Subchapter F. [See State Contribution, above] *Education Code 22.004(c)*

District Required
Minimum Effort

A district shall, for each fiscal year, use to provide health coverage an amount equal to the number of participating employees of the district multiplied by \$1,800. *Insurance Code 1581.052(a)*

**Designation of
Compensation for
Benefits**

An employee who is covered by a cafeteria plan or who is eligible to pay health-care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health-care supplementation. [See DEA] *Education Code 22.103(a), (c)*

Use

An employee may use compensation designated for health-care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health-care premiums through a premium conversion plan. *Education Code 22.106*

Written Election

Each year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health-care supplementation. An election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. *Education Code 22.105*

**Continuation
Coverage**

After Resignation

Notwithstanding any other law, an employee whose resignation is effective after the last day of an instructional year is entitled to participate or be enrolled in the uniform group coverage plan or the district's group health coverage through the earlier of:

1. The first anniversary of the date participation in or coverage under the uniform group coverage plan or the group health coverage was first made available to district employees for the last instructional year in which the employee was employed by the district; or
2. The last calendar day before the first day of the instructional year immediately following the last instructional year in which the employee was employed by the district.

If an employee's resignation is effective after the last day of an instructional year, the district may not diminish or eliminate the amount of a contribution available to the employee under Insurance Code Chapter 1581 [see District Required Minimum Effort, above] before the last date on which the employee is entitled to participation or enrollment.

Education Code 22.004(k), (l); 34 TAC 41.38

During Military
Leave

An employee who is absent from a position of employment by reason of service in the uniformed services may elect to continue coverage under a health plan. The maximum period of coverage of such a person and the person's dependents shall be the lesser of:

1. The 24-month period beginning on the date on which the person's absence begins; or

2. The day after the date on which the person fails to apply for or return to a position of employment. [See DECB]

38 U.S.C. 4317(a)

During FMLA Leave During any period of leave under the Family and Medical Leave Act (FMLA), a district shall maintain coverage under any group health plan for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. *29 U.S.C. 2614(c); 29 C.F.R. 825.209, .210, .213* [See also DECA]

Upon Termination or Other Qualifying Event (COBRA) In accordance with regulations that the Secretary of Health and Human Services shall prescribe, each group health plan that is maintained by any state that receives funds under 42 U.S.C. Chapter 6A, by any political subdivision of such a state, or by any agency or instrumentality of such a state or political subdivision, shall provide, in accordance with 42 U.S.C. Chapter 6A, Subchapter XX, that each qualified beneficiary who would lose coverage under the plan as a result of a qualifying event is entitled, under the plan, to elect, within the election period, continuation coverage under the plan. *42 U.S.C. 300bb-1(a)*

[For more information on the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), see 42 U.S.C. 300bb-1 through 300bb-8.]

Note: See DEB for continuation benefits that are available to survivors of district peace officers under certain conditions.

**Coverage of
Preexisting
Conditions**

Notwithstanding any other law, group health benefit coverage provided by or offered through a district to its employees under any law other than the uniform group coverage program is subject to the requirements of Insurance Code Sections 1501.102–.105, which limit exclusion for preexisting conditions. This provision applies to all group health benefit coverage provided by or offered through a district to its employees, including a standard health benefit plan issued under Insurance Code Chapter 1507 and health and accident coverage provided through a risk pool established under Local Government Code Chapter 172. *Education Code 22.004(m)*

TRS-ActiveCare Coverage provided under the uniform group coverage program may not be made subject to a preexisting condition limitation during the initial period of eligibility. *Insurance Code 1579.105*

Federal Law A group health plan and a health insurance issuer offering group or individual health insurance coverage may not impose any preexisting condition exclusion with respect to such plan or coverage. 42 U.S.C. 300gg-3(a)

Privacy of Health Information

To the extent a district is a covered entity under the Administrative Simplification provisions of HIPAA (42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 C.F.R. Parts 160, 162, 164), the district must maintain the privacy of protected health information in accordance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

Definitions

“Covered entity” means:

Covered Entity

1. A health plan;
2. A health-care clearinghouse; or
3. A health-care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Subtitle A, Subchapter C.

45 C.F.R. 160.103

Protected Health Information

“Protected health information” means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. “Protected health information” excludes individually identifiable health information:

1. In education records covered by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. [See FL]
2. In records described at 20 U.S.C. 1232g(a)(4)(B)(iv) (medical treatment records on a student who is at least 18 years of age).
3. In employment records held by a covered entity in its role as employer.

45 C.F.R. 160.103

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Note: For information regarding construction of school facilities, see CV series.

In addition to the facility standards contained in this policy, additional requirements are set out in 19 Administrative Code 61.1036 and 61.1040.

State Standards for Construction on or After November 1, 2021

Applicability

All new facilities must meet the commissioner's standards for adequacy of school facilities to be eligible to be financed with state or local tax funds. *Education Code 46.008*

The school facilities standards established in 19 Administrative Code 61.1040 ("section 61.1040") shall apply to all district capital improvement projects as follows, regardless of the type of school facility or the type of construction delivery method used by the district.

1. A district capital improvement project of any type or size relating to a school facility subject to section 61.1040 must comply with applicable requirements established in section 61.1040(d), (e), (f), (j), and (k).
2. A project for new construction or major renovation at an instructional facility must comply with the requirements established in section 61.1040(d), (e), (f), (g), (j), and (k) and one of the methods required to demonstrate compliance with minimum space requirements established in section 61.1040(h) and (i).
3. A project for minor renovation at an instructional facility must comply with applicable requirements established in section 61.1040(d)(1), (e), (f), (j), and (k).
4. A project for new construction, major renovation, or minor renovation at a specialized instructional facility, noninstructional facility, or noninstructional specialized assembly facility must comply with applicable requirements established in section 61.1040(d)(1), (e), (f), (j), and (k).
5. A project for major renovation that includes minor scopes of work in an area of a school facility that is separate and distinct from the project scope of the major renovation may be performed as a part of a construction services contract for the major renovation without the minor scope of work becoming subject to the standards in section 61.1040(g), (h), or (i) if:
 - a. The minor scopes of work would not, on a stand-alone basis, be considered a major renovation project; and

- b. The cost of the minor scopes of work is included in the total cost of the project construction budget to determine the appropriate scope of work to be included in the project, as specified in section 61.1040(k)(1)(B).

19 TAC 61.1040(b)(1)

Definitions

The words and terms used in section 61.1040 shall have the meanings set out in section 61.1040(a).

*Capital
Improvement
Project*

Any school facility project consisting of new construction, major renovation, or minor renovation for which construction services are procured under Government Code Chapter 2269, in accordance with Education Code 44.031(a)(5). *19 TAC 61.1040(a)(4)* [See CV]

Implementation

The school facilities standards established in section 61.1040 shall apply to a capital improvement project for which at least one of the following has occurred on or after November 1, 2021:

1. A board adopts a fiscal year maintenance and operations budget where a capital improvement project title and a design or design and construction budget are delineated;
2. A board calls a bond election where one or more capital improvement project titles and design or design and construction budgets are delineated; or
3. A new contract or amendment to an existing contract for architectural services for new construction or a major renovation project or a contract for engineering services for a major renovation or minor renovation has been agreed to and signed and dated by both parties to the agreement.

19 TAC 61.1040(c)(1)

A district shall consider implementing the safety and security standards under section 61.1040(k) for any safety and security upgrades to an existing instructional facility that does not require compliance with section 61.1040. *19 TAC 61.1040(c)(4)*

*Option for
Actions Taken
Before
November 1,
2021*

A board may elect to treat a capital improvement project, for which an action listed above was taken prior to November 1, 2021, under standards established in 19 Administrative Code 61.1036, below, or under the standards established in section 61.1040. If an election to comply with section 61.1040 is made by a board, the district and architect may mutually agree that the contract for design services may be adjusted and then must signify in writing that the project will become subject to the facilities standards established in section 61.1040 through an affirmative indication on the required

certification form for the project or through some other written document or addendum to the contract signifying election under section 61.1040 and any modifications to the contract terms agreed to by the parties.

If a board makes an election to comply with section 61.1036, it may still elect to comply with section 61.1040(k) (safety and security standards).

19 TAC 61.1040(c)(2)–(3)

Educational
Adequacy
*Long-Range
Facility Plan*

A district shall ensure that a capital improvement project subject to section 61.1040 complies with the requirements and standards as follows.

Elements

The long-range facility plan shall include all of the following elements that apply to the facility and project and must also be updated prior to commencement of construction to include the access control document required in section 61.1040(k)(1)(B):

1. Existing and proposed instructional programs at the project campus, including special education, dual language, course offerings, and partnerships;
2. The age and condition of all buildings and systems at the project campus;
3. History of completed capital improvement projects at the facility;
4. Site evaluation of the project campus, including, but not limited to, overall site; shape; useable land; suitability for intended use as well as planned improvements; adequate vehicular, pedestrian, and emergency access; queueing; parking; and site amenities;
5. The district's educational specifications;
6. The district's enrollment projections, maximum student enrollment of the facility, and the facility's maximum instructional capacity, if applicable; and
7. The noncompliance, partial compliance, or full compliance with each of the safety and security standards required in section 61.1040(k).

Process

The process of developing the long-range facility plan shall consider input from teachers, students, parents, taxpayers, and other district stakeholders.

Compliance The requirement for a long-range facility plan is met when a district completes the long-range facility plan, presents it to the board, and makes it available to the prime design professional for a capital improvement project. The long-range facility plan expires after five years from the date of the final plan presented to the board and must be updated prior to commencement of a subsequent capital improvement project. A long-range facility plan developed as part of a district-wide long-range facilities plan may be used to satisfy this requirement.

19 TAC 61.1040(d)(1)

Educational Specifications A district shall ensure that a project for new construction and major renovation subject to section 61.1040 complies with the requirements and standards as follows.

Elements Educational specifications are a written document prepared by the district and approved by the board and shall include all of the following:

1. The district mission, vision, goals, and pedagogy;
2. Preliminary details related to facility type, grades served, and maximum student enrollment;
3. Pertinent provisions of the multi-hazard emergency operations plan that may inform the functionality of the built environment, including how the district complies with Education Code 37.108 [see CKC];
4. A written statement that includes:
 - a. Inclusive design goals and considerations supported by the district; and
 - b. How inclusive design should be addressed in new and renovated facility designs;
5. Minimum total square footage required to comply with the quantitative method of compliance; and
6. Innovative teaching or operational practices intended for implementation at the instructional facility that may lead to the use of the qualitative method of compliance.

Schedule An educational specification shall be created for each campus type. If the design and construction of a new campus or major renovation of an existing campus differs substantially from an educational specification that exists for the same campus type, a separate educational specification must be developed. Educational specifications shall be initiated upon the first proposed project of its

type and must be completed prior to initiating the planning or programming phase of a project. Each educational specification must be updated after five years from the date of approval.

Compliance

The requirement for educational specifications is met when a district delivers the approved document to the architect.

19 TAC 61.1040(d)(2)

Exceptions

A district is exempt from the requirements of section 61.1040(d) (Educational Adequacy):

1. If a school facility experiences catastrophic damage and the board approves a capital improvement project in accordance with Education Code 44.0312(c) (delegation of contracting authority); or
2. In a situation deemed urgent by action of the board that warrants immediate action because, if left unresolved, it would impair the conduct of classes.

19 TAC 61.1040(d)(3)

Administration

Section 61.1040(e) establishes standards for the administration and procurements of design professional services and other professional services and for the administration of competitive bids and contracting requirements for construction services. A district shall comply with requirements in section 61.1040(e) and with all applicable requirements, restrictions, and responsibilities established in state law, administrative code, or by a local authority having jurisdiction.

A district shall comply with the administrative and procedural requirements established in section 61.1040(e) and with the standards established in section 61.1040(j) to promote construction quality and best value for a capital improvement project subject to section 61.1040.

A standard in section 61.1040 that incorporates by reference a key statutory provision or administrative rule is established as a compliance requirement for a district seeking to procure, obtain a competitive bid, or administer a contract for construction services, construction-related services, design professional services, or any other professional service required for a capital improvement project. The requirements establish a method by which a district shall demonstrate compliance with the requirements in section 61.1040(e) and with the construction quality standards and construction code requirements in section 61.1040(j). Any express reference to, or omission of, an applicable statutory provision in section 61.1040(e) may not be construed to diminish, alter, or abate a

provision of law applicable to a district or to a district capital improvement project subject to section 61.1040.

19 TAC 61.1040(e)(1)

*District
Requirements
and
Responsibilities*

In addition to the provisions below, district requirements and responsibilities are set out in section 61.1040(e)(2).

*Procurement
Transparency*

In accordance with Education Code 46.003(g), the board and voters of a district shall determine district needs concerning construction, acquisition, renovation, or improvement to instructional facilities. District funding is entrusted to the district by the taxpayers, and a district must ensure procurement processes and procedures are transparent and provide the best value to the district by complying with applicable laws governing procurement of professional design services and construction services [see CV] and with the standards established in section 61.1040(e) to promote construction quality. *19 TAC 61.1040(e)(2)(A)*

*Superintendent's
Duties*

In accordance with Education Code 11.201, a superintendent shall oversee and ensure compliance with the standards for school facilities established in section 61.1040 and shall ensure board consideration for any action specified as being required to be made by the board, whether by statute, board rule, or other applicable requirement. *19 TAC 61.1040(e)(2)(B)*

*Requirements for
Other Services*

Requirements for construction services, design professional services, and third-party consultants are set out in section 61.1040(e)(3)–(5).

*Contract
Compliance and
Quality Control*

A district shall ensure that services sought by or provided to the district for a school facility capital improvement project, including, but not limited to, professional design services, construction services, construction administration services, third-party inspection services, third-party testing services, or third-party code compliance services, are provided through a project-specific written agreement that meets the requirements of section 61.1040(e)(6). *19 TAC 61.1040(e)(6)*

*Certification of
Compliance with
Standards*

A district, design professional, contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable standards required in section 61.1040(d), (g)–(k) as required by section 61.1040(f). *19 TAC 61.1040(f)(1)*

*Instructional Facility
Space Standards*

Standards for space for instructional facilities are set out in section 61.1040(g).

*Board Approval
of Compliance*

A board shall approve compliance with the quantitative method of compliance for instructional facility space requirements under sec-

tion 61.1040(h) or the qualitative method of compliance for instructional facility space requirements under section 61.1040(i) before the commencement of design development for a capital improvement project for an instructional facility. *19 TAC 61.1040(h), (i)*

A district may use the qualitative method of compliance for a capital improvement project only if the board has prior documented approval of one or more instructional or operational practices for the proposed project that distributes or manages student capacity in an innovative or nontraditional manner. Prior to approving the qualitative method of compliance, all instructional and operational practices applicable to the proposed project must have been documented and approved by the board to demonstrate compliance with the requirements in section 61.1040(i). *19 TAC 61.1040(i)*

Construction Quality Standards

Construction Code Requirements

A capital improvement project for a school facility must reasonably comply with the following construction code requirements.

Projects located outside of a municipal jurisdiction in the unincorporated area of a county must reasonably comply with the requirements of section 61.1040(j)(1)(A).

Projects located inside of a municipal jurisdiction must reasonably comply with the requirements of section 61.1040(j)(1)(B).

19 TAC 61.1040(j)(1)

Third-Party Code Compliance Requirement

District responsibilities and other requirements related to third-party code compliance are set out in section 61.1040(j)(2).

Safety and Security Standards

Requirements for All Instructional Facilities

A capital improvement project of a district must include campus-wide implementation of the provisions of section 61.1040(k)(1) related to communications infrastructure and access control. *19 TAC 61.1040(k)(1)*

A district shall develop a document that designates each exterior door of each instructional facility campus-wide as either primary, secondary, or nondesignated entrances and shall ensure that the documented designation of all exterior doors becomes part of the long-range facility plan prior to commencement of construction of a capital improvement project. *19 TAC 61.1040(k)(1)(B)*

Additional Standards Based on Budget

A district shall approve a project construction budget for a capital improvement project at completion of the design development phase of the project and prior to commencement of the construction documents phase. The project construction budget approved by the district shall determine how many of the additional safety and security standards established in section 61.1040(k)(3) are required for the project. A district shall designate in writing which of

the additional safety and security standards in section 61.1040(k)(3) have been approved by the board for a capital improvement project and shall provide to the prime design professional and each design professional of record written documentation of the approved safety and security standards for the proposed facility prior to commencement of the construction documents phase of a capital improvement project. The following standards shall apply to a capital improvement project for an instructional facility until all instructional facilities campus-wide fully comply with all of the additional safety and security standards specified in section 61.1040(k).

1. If a project construction budget is \$1 million to \$5 million, the facility is required to comply with at least one additional safety and security standard specified in section 61.1040(k)(3).
2. If a project construction budget is \$5 million to \$10 million, the facility is required to comply with at least two additional safety and security standards specified in section 61.1040(k)(3).
3. If a project construction budget is over \$10 million, the facility is required to comply with all of the additional safety and security standards specified in section 61.1040(k)(3).
4. For a capital improvement project that includes new construction, the new construction of an instructional facility is required to comply with all three of the additional safety and security standards specified in section 61.1040(k)(3).

19 TAC 61.1040(k)(2)

Exceptions

A district may opt out of the requirements specified in section 61.1040(k)(2) if:

1. The facility is scheduled to, according to the long-range facilities plan, cease operations as an instructional facility within three years of the project; and
2. The five-year long-range facility plan clearly states that, prior to the end date of the plan, the facility will be compliant with at least two additional safety and security standards if ceasing operation does not occur or operation resumes. The long-range facility plan must specify which two additional safety and security standards will be implemented.

19 TAC 61.1040(k)(4)

Public Disclosure

A board shall ensure information or documents collected, developed, or produced by the district as part of a capital improvement project are reviewed to ensure that any project-specific safety and

security information is adjusted for disclosure if necessary to accommodate the requirement for a district to use protections provided in Education Code 37.108, which directs the district to protect sensitive information, while also providing general information to the public indicating district compliance commitments made in accordance with section 61.1040(k). *19 TAC 61.1040(k)(5)* [See CKC]

State Standards for Construction Before November 1, 2021

The requirements for school facility standards set out in 19 Administrative Code 61.1036 ("section 61.1036") shall apply to projects for new construction or major space renovations if:

1. A board adopts a fiscal year maintenance and operations budget where a capital improvement project title and a design or design and construction budget are delineated;
2. A board calls a bond election where one or more capital improvement project titles as well as design or design and construction budgets are delineated; or
3. A new contract or amendment to an existing contract for architectural services for new construction or a major renovation for a school facility project has been agreed to, and signed and dated by both parties to the agreement after January 1, 2004, and before November 1, 2021.

19 TAC 61.1036(b)

Definitions and Procedures

The words, terms, and procedures used in section 61.1036 shall have the meanings set out in section 61.1036(a) unless the context clearly indicates otherwise.

Certification of Design and Construction

In section 61.1036, "certify" indicates that the architect or engineer has reviewed the standards contained in 19 Administrative Code Chapter 61 and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the state of Texas in executing the construction documents. The architect or engineer also certifies that these documents conform to the provisions of section 61.1036, except as indicated on the certification.

The district shall notify and obligate the architect or engineer to provide the required certification. The architect's or engineer's signature and seal on the construction documents shall certify compliance. To ensure that facilities have been designed and constructed according to the provisions of section 61.1036, each involved party shall execute responsibilities as set forth in section 61.1036(c)(3).

19 TAC 61.1036(c)

Construction Quality	A district located in an area that has adopted local construction codes shall comply with section 61.1036(f)(1).
<i>Districts with Building Codes</i>	
<i>Districts without Building Codes</i>	A district located in an area that has not adopted local building codes shall comply with section 61.1036(f)(2).
<i>International Energy Conservation Code</i>	The International Energy Conservation Code as it existed on May 1, 2015, is adopted as the energy code for use in this state for all commercial construction. <i>Health and Safety Code 388.003(b); 34 TAC 19.53(b)</i>
	Because a public school building is not a residential building, it falls within the scope of “commercial” construction for purposes of the International Energy Conservation Code and likely for purposes of Health and Safety Code Chapter 388. <i>Atty. Gen. Op. KP-148 (2017)</i>
<i>Portable, Modular Buildings</i>	Any portable, modular building capable of being relocated that is purchased or leased for use as a school facility by a district, whether that building is manufactured off-site or constructed on-site, must comply with all provisions of section 61.1036. <i>19 TAC 61.1036(a)(11), (f)(3)</i>
Fire Escapes	School buildings of at least two stories shall be equipped with fire escapes as required by law. <i>Health and Safety Code 791.002, .035, .036</i>
Security Criteria	A district that constructs a new instructional facility or conducts a major renovation of an existing instructional facility using Instructional Facilities Allotment funds shall consider, in the design of the instructional facility, appropriate security criteria. <i>Education Code 46.0081</i>
Accessibility	No qualified individual with a disability shall, because a district’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in or be denied the benefits of the services, programs, and activities of a district or be subject to discrimination. <i>42 U.S.C. 12132; 28 C.F.R. 35.149; 29 U.S.C. 794; 34 C.F.R. 104.21</i>
	A district shall operate each program, service, or activity so that when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities. A district is not required to make each existing facility or every part of a facility accessible to and usable by individuals with disabilities.
	A district may comply with these requirements by:
	1. Redesigning or acquisitioning equipment.

2. Reassigning classes or other services to accessible buildings.
3. Assigning aides to qualified individuals with disabilities.
4. Home visits.
5. Delivery of services at alternate accessible sites.
6. Alteration of existing facilities.
7. Constructing new facilities that comply with 34 C.F.R. 104.23 and 28 C.F.R. 35.151.
8. Any other methods that result in making services, programs, and activities accessible to individuals with disabilities.

A district is not required to make structural changes in existing facilities when other methods will achieve compliance with Title II of the Americans with Disabilities Act and its implementing regulation. In choosing among available alternatives for meeting these requirements, a district shall give priority to methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

28 C.F.R. 35.150; 34 C.F.R. 104.22

Review of Plans

All plans and specifications for construction or for the substantial renovation or modification of a building or facility must be submitted to the Department of Licensing and Regulation for review and approval if the estimated construction cost is at least \$50,000. The architect, interior designer, landscape architect, or engineer who has overall responsibility for the design of a constructed or reconstructed building or facility shall submit the plans and specifications required. A district as owner of the building or facility may not allow an application to be filed with a local governmental entity for a building construction permit related to the plans and specifications or allow construction, renovation, or modification of the building or facility to begin before the date the plans and specifications are submitted to the Department. On application to a local governmental entity for a building construction permit, the district as owner shall submit to the entity proof that the plans and specifications have been submitted to the Department under Government Code Chapter 469 (Elimination of Architectural Barriers).

A district, as owner of a building or facility described above is responsible for having the building or facility inspected for compliance with the standards and specifications adopted by the Commission of Licensing and Regulation under Government Code Chapter 469 not later than the first anniversary of the date that the

construction or substantial renovation or modification of the building or facility is completed. The inspection must be performed by the Department, an entity with which the Commission contracts, or a person who holds a certificate of registration under Government Code Chapter 469, Subchapter E.

Gov't Code 469.101, .102(a), (c), .105

Notice

A district shall adopt and implement procedures to ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by persons with disabilities. *34 C.F.R. 104.22(f)*

**Relocatable
Educational Facility**

In this section, "relocatable educational facility" means a portable, modular building capable of being relocated, regardless of whether the facility is built at the installation site, that is used primarily as an educational facility for teaching the curriculum required under Education Code 28.002.

A relocatable educational facility that is purchased or leased on or after January 1, 2010, must comply with all provisions applicable to industrialized buildings under Occupations Code Chapter 1202.

Occupations Code 1202.004

Playgrounds

Public funds may not be used to purchase or install:

1. Playground equipment that:
 - a. Does not comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specification for Playground Equipment for Public Use," published by ASTM International; or
 - b. Has a horizontal bare metal platform or a bare metal step or slide, unless the bare metal is shielded from direct sun by a covering provided with the equipment or by a shaded area in the location where the equipment is installed;
2. Surfacing for the area under and around playground equipment if the surfacing will not comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing," published by ASTM International.

Exception

Public funds may be used to maintain playground equipment or surfacing that was purchased before September 1, 2009, even if

the equipment or surfacing does not comply with the applicable specifications described above.

Health and Safety Code 756.061

Outdoor Lighting

An outdoor lighting fixture may be installed, replaced, maintained, or operated using state funds only if it meets standards for state-funded outdoor lighting fixtures in Health and Safety Code Chapter 425.

Exceptions

The standards for state-funded outdoor lighting fixtures do not apply if:

1. A federal law, rule, or regulation preempts state law;
2. The fixture is used on a temporary basis;
3. Because emergency personnel temporarily require additional illumination for emergency procedures;
4. For nighttime work;
5. Special events or circumstances require additional illumination;
6. The fixture is used solely to enhance the aesthetic beauty of an object; or
7. A compelling safety interest cannot be addressed by another method.

Special events or situations that may require additional illumination include sporting events and illumination of monuments, historic structures, or flags. Illumination for special events or situations must be installed to shield the outdoor lighting fixtures from direct view and to minimize upward lighting and light pollution.

Health and Safety Code 425.002

Natural Gas Piping Pressure Testing

A district shall perform biennial pressure tests on the natural gas piping system in a school facility before the beginning of the school year. A district with more than one facility may perform the testing on a two-year cycle under which the district pressure tests the natural gas piping system in approximately one-half of the facilities each year. If a district operates the facilities on a year-round calendar, the pressure test in each of those facilities must be conducted and reported not later than July 1 of the year in which the pressure test is performed.

A natural gas piping pressure test performed under a municipal code in compliance with Railroad Commission rules shall satisfy the pressure testing requirements.

Utilities Code 121.502; 16 TAC 8.230(c)(1), (4)

Requirements of
Test

A district shall perform the pressure test to determine whether the natural gas piping downstream of a district facility's meter holds at least normal operating pressure over a specified period determined by the Railroad Commission. During the pressure test, each system supply inlet and outlet in the facility must be closed. The pressure test shall be performed by a person authorized under Railroad Commission rules. At a district's request, the Railroad Commission shall assist the district in developing a procedure for conducting the test. *Utilities Code 121.503; 16 TAC 8.230(c)(2), (3)*

Notice

A district shall provide written notice to the district's natural gas supplier specifying the date and result of each pressure test or other inspection. The supplier shall develop procedures for receiving such written notice from the district. *Utilities Code 121.504(a); 16 TAC 8.230(b)(1)*

Termination of
Service

A supplier shall terminate service to a district facility if:

1. The supplier receives official notification from the firm or individual conducting the test of a hazardous natural gas leakage in the facility piping system; or
2. A test or other inspection is not performed as required.

Utilities Code 121.505(a)

A supplier shall develop procedures for terminating service to a district if the supplier:

1. Receives notification of a hazardous natural gas leak in the school facility piping system; or
2. Does not receive written notification from the district specifying the completion date and results of the testing.

16 TAC 8.230(b)(2)

Reporting Leaks

An identified natural gas leakage in a district facility must be reported to the board. The firm or individual conducting the natural gas piping pressure test shall immediately report any hazardous natural gas leak in a district facility to the board and the natural gas supplier. *Utilities Code 121.506; 16 TAC 8.230(c)(6)*

**LP-Gas Systems
Testing**

At least biennially, a district shall perform leakage tests on the LP-gas piping system in each district facility before the beginning of the school year. The district may perform the leakage tests on a

two-year cycle under which the tests are performed for the LP-gas piping systems of approximately half of the facilities each year. If a district operates one or more district facilities on a year-round calendar, the leakage test in each of those facilities must be conducted and reported not later than July 1 of the year in which the test is performed.

A test performed under a municipal code satisfies the testing requirements.

Natural Resources Code 113.352; 16 TAC 9.41

Requirements of
Test

A district shall perform the leakage test to determine whether the LP-gas piping system holds at least the amount of pressure specified by the Railroad Commission. The leakage test must be conducted in accordance with Railroad Commission rules at 16 Administrative Code 9.41. The leakage test shall be conducted by a person authorized under Railroad Commission rules. At a district's request, the Railroad Commission shall assist the district in providing for the certification of a district employee to conduct the test and in developing a procedure for conducting the test. *Natural Resources Code 113.353; 16 TAC 9.41(b)–(d)*

Notice

Before the introduction of any LP-gas into the LP-gas piping system, a district shall provide verification to its supplier that the piping has been tested.

Documentation

A district shall retain documentation specifying the date and the result of each leakage test or other inspection of each LP-gas piping system until at least the fifth anniversary of the date the test or other inspection was performed. The Railroad Commission may review a district's documentation of each leakage test or other inspection conducted by the district.

Natural Resources Code 113.354; 16 TAC 9.41(b)(3)–(4)

Termination of
Service

A supplier shall terminate service to a district facility if:

1. The supplier receives official notification from the district or the person conducting the test that there is leakage in a school LP-gas system;
2. The leakage test performed on a school LP-gas system was not performed as required; or
3. The supplier has not received a copy of the required form from the district verifying that the LP-gas system has been tested in accordance with 16 Administrative Code 9.41.

Natural Resources Code 113.355; 16 TAC 9.41(e)

Reporting Leaks An identified school LP-gas leakage in a school district facility shall be reported to the board. The district shall immediately remove the affected school district facility from LP-gas service until repairs are made and it passes a subsequent school LP-gas system leakage test. If a district employee performs the initial test, then the subsequent test may not be performed by a district employee. *Natural Resources Code 113.356; 16 TAC 9.41(b)(2)*

Definitions “School district facility” means each building or structure operated by a school district and equipped with a school LP-gas system in which students receive instruction or participate in school sponsored extracurricular activities, excluding maintenance or bus facilities, vehicle fueling facilities, administrative offices, and similar facilities not regularly used by students.

“School LP-gas system” means all piping, fittings, valves, regulators, appliance connectors, equipment, and connections supplying fuel gas from the outlet of the shutoff valve at each LP-gas storage container or upstream of each meter to the shutoff valve(s) on each appliance in a school district facility.

16 TAC 9.41(a)(3)–(4)

**Intrastate Pipeline
Emergency
Response Plan**

The Railroad Commission shall require the owner or operator of each intrastate hazardous liquid or carbon dioxide pipeline facility, any part of which is located within 1,000 feet of a public school building containing classrooms, or within 1,000 feet of another public school facility where students congregate, to:

1. On written request from a district, provide in writing the following parts of a pipeline emergency response plan that are relevant to the school:
 - a. A description and map of the pipeline facilities that are within 1,000 feet of the school building or facility;
 - b. A list of any product transported in the segment of the pipeline that is within 1,000 feet of the school facility;
 - c. The designated emergency number for the pipeline facility operator;
 - d. Information on the state’s excavation one-call system; and
 - e. Information on how to recognize, report, and respond to a product release; and
2. Mail a copy of the requested items by certified mail, return receipt requested, to the superintendent of the district in which the school building or facility is located.

A pipeline operator or the operator's representative shall appear at a regularly scheduled board meeting to explain the above items if requested by the board or district.

The Railroad Commission may not require the release of parts of an emergency response plan that include security sensitive information, including maps or data. Security sensitive information shall be made available for review by but not provided to the board.

Natural Resources Code 117.012(k)-(m); 16 TAC 8.315

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FACILITIES CONSTRUCTION

CV
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Note: For information on the new instructional facilities allotment, see CBA.

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

For information on procuring goods and services under Education Code Chapter 44, see CH.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA(LEGAL).

For legal requirements related to energy savings performance contracts, see CL.

For facility standards, see CS.

Definition “Public work contract” means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. *Gov’t Code 2253.001(4)*

Board Authority A district may adopt rules as necessary to implement Government Code Chapter 2269. *Gov’t Code 2269.051; 19 TAC 61.1040(e)(2)(H)*

Delegation of Authority The board may delegate its authority under Government Code Chapter 2269 regarding an action authorized or required by Chapter 2269 to a designated representative, committee, or other person. *Gov’t Code 2269.053(a)*

The district shall provide notice of the delegation, the limits of the delegation, and the name or title of each designated person by rule or in the request for bids, proposals, or qualifications or in an addendum to the request. *Gov’t Code 2269.053(b); Education Code 44.0312(a)*

If the district fails to provide that notice, a ranking, selection, or evaluation of bids, proposals, or qualifications for construction services other than by the board in an open public meeting is advisory only. *Education Code 44.0312(a); 19 TAC 61.1040(e)(2)(E)*

A superintendent shall ensure that a requirement to specify the level of delegation of authority is included in the bid specifications when procuring construction services to select a contractor, in accordance with Education Code 44.0312. *19 TAC 61.1040(e)(2)(F)*

[For information regarding delegation in the event of a catastrophe, emergency, or natural disaster, see CH.]

**Contracts Valued at
or Above \$50,000**

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services valued at \$50,000 or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for a district [see also CH]:

1. An interlocal contract. *Education Code 44.031(a)(4)* [See CH]
2. A method provided by Government Code Chapter 2269 for construction services. *Education Code 44.031(a)(5)*
 - a. Competitive bidding. *Gov't Code 2269 Subch. C* [See CVA]
 - b. Competitive sealed proposals. *Gov't Code 2269 Subch. D* [See CVB]
 - c. Construction manager-agent method. *Gov't Code 2269 Subch. E* [See CVC]
 - d. Construction manager-at-risk method. *Gov't Code 2269 Subch. F* [See CVD]
 - e. Design-build method. *Gov't Code 2269 Subch. G* [See CVE]
 - f. Job order contracting. *Gov't Code 2269 Subch. I* [See CVF]
3. The reverse auction procedure as defined by Government Code 2155.062(d). *Education Code 44.031(a)(6)* [See CH]

Education Code 44.031(a); Gov't Code Ch. 2269

Exceptions

*Emergency
Damage or
Destruction*

For information on procurement options when school equipment, a facility, or personal property is destroyed or severely damaged as a result of an unforeseen catastrophe or emergency, under Education Code 44.031, see CH.

*Contracts
Requiring a Bond*

A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under Government Code 2253.021 [see Payment and Performance Bonds, below]. "Reverse auction procedure" has the meaning assigned by Government Code 2155.062 or a procedure similar to that described by Section 2155.062. *Gov't Code 2253.021(h)*

Notice Publication

A board shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law.

For a contract entered into by a board under a method provided by Government Code 2269, the board shall publish notice of the time and place the bid or proposal or request for qualifications will be received and opened in a manner prescribed by law.

Gov't Code 2269.052(a)–(b)

[See CH for additional notice publication requirements.]

**Contract Selection
Criteria**

In determining the award of a contract under Government Code Chapter 2269, the district shall consider and apply:

1. Any existing laws, including any criteria, related to historically underutilized businesses; and
2. Any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

In determining the award of a contract, the district may consider:

1. The price.
2. The offeror's experience and reputation.
3. The quality of the offeror's goods or services.
4. The impact on the ability of the district to comply with rules relating to historically underutilized businesses.
5. The offeror's safety record.
6. The offeror's proposed personnel.
7. Whether the offeror's financial capability is appropriate to the size and scope of the project.
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

Gov't Code 2269.055

**Using Method Other
Than Competitive
Bidding**

Determine Best
Value

The board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the district.

Publish Criteria

The district shall base its selection among offerors on applicable criteria listed for the particular method used. The district shall publish in the request for proposals or qualifications:

1. The criteria that will be used to evaluate the offerors;

2. The applicable weighted value for each criterion; and
3. A detailed methodology for scoring each criterion.

Make Evaluations
Public

The district shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

Gov't Code 2269.056

Submission

A person who submits a bid, proposal, or qualification to a governmental entity shall seal it before delivery. *Gov't Code 2269.059*

**Documents Related
to Evaluation and
Ranking**

An offeror who submits a bid, proposal, or response to a request for qualifications for a construction contract under Government Code Chapter 2269 may, after the contract is awarded, make a request in writing to the district to provide documents related to the evaluation of the offeror's submission.

Not later than the 30th day after the date a request is made, the district shall deliver to the offeror the documents relating to the evaluation of the submission including, if applicable, its ranking of the submission.

Gov't Code 2269.060

**Uniform General
Conditions for
Contracts**

After reviewing the uniform general conditions adopted by the Texas Facilities Commission under Government Code 2166.302, a school district may adopt uniform general conditions to be incorporated in all district building construction contracts. *Education Code 44.035*

Right to Work

While engaged in procuring goods or services, awarding a contract, or overseeing procurement or construction for a public work or public improvement under Government Code Chapter 2269, a district:

1. May not consider whether a person is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.

Gov't Code 2269.054

Collective
Bargaining

A district awarding a public work contract funded with state money, including the issuance of debt guaranteed by the state, may not:

1. Prohibit, require, discourage, or encourage a person bidding on the public work contract, including a contractor or subcontractor, from entering into or adhering to an agreement with a collective bargaining organization relating to the project; or
2. Discriminate against a person described by item 1 based on the person's involvement in the agreement, including the person's status or lack of status as a party to the agreement or willingness or refusal to enter into the agreement.

Gov't Code 2269.0541(a)

Out-of-State Bidders

For legal requirements regarding out-of-state bidders, see CH.

Change Orders

If a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the district may approve change orders making the changes. The district may grant general authority to an administrative official to approve the change orders.

The total contract price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants.

A contract with an original contract price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

Education Code 44.0411

**Inspection,
Verification, and
Testing**

Independently of the contractor, construction manager-at-risk, or design-build firm, a district shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the district. The district shall select the services for which it contracts in accordance with Government Code 2254.004.
Gov't Code 2269.058

Note: For additional requirements related to code compliance, including fees and contracts, see 19 Administrative Code 61.1040(e)(5).

Impact Fees

A district is not required to pay impact fees imposed under Local Government Code Chapter 395 unless the board consents to the

payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board considers advisable to provide for the payment of the fees.
Local Gov't Code 395.022

**Design
Professionals**

A district shall designate one design professional to be the prime design professional for a capital improvement project and shall contractually engage the prime design professional to review and coordinate the design of the project, allowing the prime design professional to rely on and contract for other design professionals where appropriate. *19 TAC 61.1040(a)(4), (e)(4)(D)*

A district shall require any design professional contractually engaged to procure professional design services from any other design professional as a subconsultant to select and subcontract the professional design services based on the qualification-based selection process established in Government Code Chapter 2254. [See Procuring Architectural or Engineering Services, below] *19 TAC 61.1040(e)(5)(B)*

**Architects and
Engineers**

An architect or engineer required to be selected or designated under Government Code Chapter 2269 has full responsibility for complying with Occupations Code Chapter 1051 or 1001, as applicable.

If the selected or designated architect or engineer is not a full-time employee of the district, the district shall select the architect or engineer on the basis of demonstrated competence and qualifications as provided by Government Code 2254.004 [see Procuring Professional Services, below].

Gov't Code 2269.057

**Registered
Architect**

An architectural plan or specification for any of the following may be prepared only by an architect:

1. A new building having construction costs exceeding \$100,000 that is to be:
 - a. Constructed and owned by a district; and
 - b. Used for education, assembly, or office occupancy; or
2. An alteration or addition having construction costs exceeding \$50,000 that:
 - a. Is to be made to an existing building that:
 - (1) Is owned by a district; and
 - (2) Is or will be used for education, assembly, or office occupancy; and

- b. Requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.

This provision does not prohibit an owner of a building from contracting with an architect or engineer as the prime design professional for a building construction, alteration, or addition project. Designation as the prime design professional does not expand the scope of practice of an architect or engineer beyond the scope of practice that the architect or engineer is authorized to practice under Occupations Code Chapter 1001 or 1051.

Occupations Code 1051.703; 22 TAC 1.212

*Registered
Engineer*

A district may not construct a public work involving engineering in which the public health, welfare, or safety is involved, unless:

1. The engineering plans, specifications, and estimates have been prepared by an engineer; and
2. The engineering construction is to be performed under the direct supervision of an engineer.

Occupations Code 1001.407

The following work is exempt from Occupations Code Chapter 1001 (Texas Engineering Practice Act):

1. A public work that involves electrical or mechanical engineering, if the contemplated expense for the completed project is \$8,000 or less; or
2. A public work that does not involve electrical or mechanical engineering, if the contemplated expense for the completed project is \$20,000 or less.

Occupations Code 1001.053

*Certification for
Purchases
Through
Purchasing
Cooperatives*

A district may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative under Government Code Chapter 791 in an amount greater than \$50,000 unless a person designated by the district certifies in writing that:

1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Occupation Code Chapter 1001 or 1051; or
2. The plans and specifications required under Occupation Code Chapters 1001 and 1051 have been prepared.

“Purchasing cooperative” means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors.

Gov’t Code 791.011(j) [See CH for more information on interlocal contracts and purchasing cooperatives.]

Procuring
Architectural or
Engineering
Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect. *Education Code 44.031(f)* [See CH for information on the Professional Services Procurement Act generally.]

In procuring architectural, engineering, or land-surveying services, a district shall:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications; and
2. Then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land-surveying services, a district shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The district shall continue this process to select and negotiate with providers until a contract is entered into.

Gov’t Code 2254.004

An interlocal contract between a district and a purchasing cooperative may not be used to purchase engineering or architectural services. *Gov’t Code 791.011(h)*

Contracts for
Engineering or
Architectural
Services

Indemnification

A covenant or promise in, in connection with, or collateral to a contract for engineering or architectural services to which a district is a party is void and unenforceable if the covenant or promise provides that a licensed engineer or registered architect whose work product is the subject of the contract must indemnify or hold harmless the district against liability for damage, other than liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control.

Duty to Defend

Except as provided below, a covenant or promise in, in connection with, or collateral to a contract for engineering or architectural services to which a district is a party is void and unenforceable if the

covenant or promise provides that a licensed engineer or registered architect whose work product is the subject of the contract must defend a party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the district, the district's agent, the district's employee, or other entity, excluding the engineer or architect or that person's agent, employee, or subconsultant, over which the district exercises control. A covenant or promise may provide for the reimbursement of a district's reasonable attorney's fees in proportion to the engineer's or architect's liability.

*District as
Additional
Insured*

A district may require in a contract for engineering or architectural services to which the district is a party that the engineer or architect name the district as an additional insured under the engineer's or architect's general liability insurance policy and provide any defense provided by the policy.

Standard of Care

A contract for engineering or architectural services to which a district is a party must require a licensed engineer or registered architect to perform services:

1. With the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and
2. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

In a contract for engineering or architectural services to which a district is a party, a provision establishing a different standard of care than a standard described above is void and unenforceable. If a contract contains a void and unenforceable provision, the standard of care described above applies.

Nothing in these provisions prohibits a district in a contract for engineering or architectural services to which the district is a party from including and enforcing conditions that relate to the scope, fees, and schedule of a project in the contract.

Local Gov't Code 271.904

**Payment and
Performance Bonds**

A district that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the district:

1. A performance bond if the contract is in excess of \$100,000; and
2. A payment bond if the contract is in excess of \$25,000.

A bond required by this provision must be executed by a corporate surety in accordance with Insurance Code Article 7.19-1 (now Insurance Code 3503.001–.005). A bond for a public work contract with a district must be payable to and its form must be approved by the awarding board.

Gov't Code 2253.021(a), (d)–(e)

The performance bond is solely for the protection of the district awarding the public work contract, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. *Gov't Code 2253.021(b)*

The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract. *Gov't Code 2253.021(c)*

Failure to Obtain
Payment Bond

If a district fails to obtain from a prime contractor a payment bond as required above:

1. The district is subject to the same liability that a surety would have if the surety had issued a payment bond and if the district had obtained the bond; and
2. A payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Property Code Chapter 53, Subchapter J (Lien on Money Due Public Works Contractor).

Gov't Code 2253.027(a)

Bond for Insured
Loss

A district shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the district, furnishes or has furnished by a contractor:

1. A performance bond as described above for the benefit of a district; and
2. A payment bond, as described above for the benefit of the beneficiaries described above.

If the payment bond is not furnished, the district is subject to the same liability that a surety would have if the surety had issued the payment bond and the district had required the bond to be provided.

The bonds required to be furnished by the provisions above shall be furnished before the contractor begins work. It is an implied obligation under a contract of insurance for the insurance company to furnish these bonds.

*Exception to
Bond
Requirement*

These provisions do not apply to a district when a surety company is complying with an obligation under a bond that had been issued for the benefit of the district.

Gov't Code 2253.022

**Prevailing Wage on
Public Works**

"Worker" includes a laborer or mechanic. *Gov't Code 2258.001(3)*

A worker employed on a public work by or on behalf of a district shall be paid:

1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
2. Not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The requirements above do not apply to maintenance work. A worker is employed on a public work for purposes of this provision if the worker is employed by a contractor or subcontractor in the execution of a contract for public work with a district.

Gov't Code 2258.021

For a contract for a public work awarded by a district, the board shall determine the general prevailing rate of per diem wages in the district for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

1. Conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the district in which the public work is to be performed; or
2. Using the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

The board shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents. A board shall specify in the call for bids for the contract and in the contract itself the wage rates determined under these provisions. The

board's determination of the general prevailing rates of per diem wages is final.

Gov't Code 2258.022(a), (c)–(e)

Government Code 2258.022(b) applies to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. *Gov't Code 2258.022(b)*

Enforcement

A board awarding a contract, and an agent or officer of the board, shall:

1. Take cognizance of complaints of all violations of Government Code Chapter 2258 committed in the execution of the contract; and
2. Withhold money forfeited or required to be withheld under Government Code Chapter 2258 from the payments to the contractor under the contract, except that the board may not withhold money from other than the final payment without a determination by the board that there is good cause to believe that the contractor has violated Government Code Chapter 2258.

On receipt of information, including a complaint by a worker, concerning an alleged violation of Government Code 2258.023 [see Penalty for Noncompliance, below] by a contractor or subcontractor, a board shall make an initial determination as to whether good cause exists to believe that the violation occurred. A board must make its determination before the 31st day after the date the board receives the information. A board shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

Gov't Code 2258.051–.052(a)–(c)

Retainage and
Reimbursement

A board shall retain any amount due under the contract pending a final determination of the violation. *Gov't Code 2258.052(d)*

Note: Arbitration of unresolved issues is governed by Government Code 2258.053–.055.

A board shall use any amounts retained under Government Code Chapter 2258 to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing rate as provided in the arbitrator's award. The board may adopt rules, orders,

or ordinances relating to the manner in which the reimbursement is made. *Gov't Code 2258.056(a)–(b)*

Penalty for
Noncompliance

The contractor who is awarded a contract by a district or a subcontractor of the contractor shall pay not less than the rates determined under these provisions to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this provision shall pay to the district on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A board awarding a contract shall specify this penalty in the contract. A contractor or subcontractor does not violate this section if a board awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as required by these provisions. The board shall use any money collected under this provision to offset the costs incurred in the administration of Government Code Chapter 2258. *Gov't Code 2258.023*

Criminal Offense

An officer, agent, or representative of a district commits an offense if the person willfully violates or does not comply with a provision of Government Code 2258. *Gov't Code 2258.058(a)*

**Required Workers'
Compensation
Coverage**

A district shall ensure a contract for construction services required to be procured by a method in Government Code Chapter 2269 specifies the contractor's responsibilities for site safety and requires compliance with the requirement to provide workers' compensation insurance in accordance with Labor Code 406.096, below. *19 TAC 61.1040(e)(3)(D)*

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. *Labor Code 406.096(a)–(b)*

A district that enters into a building or construction contract on a project shall:

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).

2. As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
4. Obtain from the contractor a new certificate of coverage showing extension of coverage:
 - a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
 - b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.
5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.
6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.
7. Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(c)

Exception

This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of Labor Code 406.097(c), and who are explicitly excluded from coverage in accordance with Labor Code 406.097(a). *28 TAC 110.110(i)*

Definitions

"Persons providing services on the project" includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on

the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. *28 TAC 110.110(a)(7)*

"Project" includes the provision of all services related to a building or construction contract for a district. *28 TAC 110.110(a)(8)*

Criminal Offenses

For information on criminal offenses for violations of Education Code 44.031, see CH.

Enforcement Actions

Government Code Chapter 2269 may be enforced through an action for declaratory or injunctive relief filed not later than the 15th day after the date on which the contract is awarded. *Gov't Code 2269.452*

Defects in Facilities

A district that brings an action for recovery of damages for the defective design, construction, renovation, or improvement of a district facility financed by bonds shall provide the commissioner with written notice of the action by registered or certified mail, return receipt requested, not later than the 30th day after the date the action is filed. If the district fails to comply with this provision, the court or an arbitrator or other adjudicating authority shall dismiss the action without prejudice. The dismissal of an action under this provision extends the statute of limitations on the action for a period of 90 days.

The notice must include a copy of the petition and an itemized list of the defects in the design, construction, renovation, or improvement for which the district is seeking damages under the action.

In an action involving an instructional facility financed by bonds for which the district receives state assistance under Education Code Chapter 46, Subchapter A (Instructional Facilities Allotment), the commissioner may join in the action on behalf of the state to protect the state's share in the action.

A district that brings an action under these provisions shall use the net proceeds from the action for:

1. The repair of the defective design, construction, renovation, or improvement of the facility on which the action is brought, including the repair of any ancillary damage to furniture and fixtures;
2. The replacement of the facility on which the action is brought;

3. The reimbursement of the district for a repair or replacement;
or
4. Any other purpose with written approval from the commissioner.

Education Code 46.008 applies to the repair. A district shall provide to the commissioner an itemized accounting of any repairs made.

The state's share resulting from an action brought under these provisions involving an instructional facility financed by bonds for which the school district receives state assistance under Education Code Chapter 46, Subchapter A is state property. The district shall send to the comptroller any portion of the state's share not used by the district to repair the defective design, construction, renovation, or improvement of the instructional facility on which the action is brought or to replace the facility. Education Code 48.272 applies to the state's share.

Definitions

"Net proceeds" means the difference between the amount recovered by or on behalf of a school district in an action, by settlement or otherwise, and the legal fees and litigation costs incurred by the district in prosecuting the action.

"State's share" means an amount equal to the district's net proceeds from the recovery multiplied by a percentage determined by dividing the amount of state assistance under Education Code Chapter 46, Subchapter A used to pay the principal of and interest on bonds issued in connection with the instructional facility that is the subject of the action by the total amount of principal and interest paid on the bonds as of the date of the judgment or settlement.

Education Code 44.151

*Attorney General
Enforcement*

If the attorney general believes that a district has violated or is violating Education Code 44.151(d), (e), or (f) (use of proceeds, accounting, and the state's share), the attorney general may, after providing at least two weeks' notice to the district, bring an action on behalf of the state to enjoin the district from violating those sections.

In such an action, the attorney general may request and the court may order any other appropriate relief that is in the public interest, including payment of:

1. A civil penalty in an amount not to exceed \$20,000 for each violation;
2. The attorney general's reasonable costs for investigating and prosecuting the violation; or

3. If applicable, the amount of the state's share.

Education Code 44.152(a)–(b)

Attorney Fees

A governmental contract may not provide for the award of attorney's fees to a district in a dispute in which the district prevails unless the contract provides for the award of attorney's fees to each other party to the contract if that party prevails in the dispute.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

Gov't Code 2252.904

Construction
Liability Claims

To assert a claim against a contractor, subcontractor, supplier, or design professional for damages arising from damage to or loss of real or personal property caused by an alleged construction defect in an improvement to real property that is a public building or public work in which the district has an interest, the district must comply with Government Code Chapter 2272. *Gov't Code 2272.002(a)*

- Employment Policies** A board shall adopt a policy providing for the employment and duties of district personnel. The policy shall provide that:
1. A board employs and evaluates the superintendent;
 2. A superintendent has sole authority to make recommendations to a board regarding the selection of all personnel, except that the board may delegate final authority for those decisions to the superintendent [see Superintendent Recommendation, below];
 3. Each principal must approve each teacher or staff appointment to the principal's campus as provided by Education Code 11.202 [see DK and DP];
 4. Notice will be provided of vacant positions [see Posting of Vacancies, below]; and
 5. Each employee has the right to present grievances to the board. [See Grievances, below]

Education Code 11.1513

- Tax Identifier** A board shall adopt a policy prohibiting the use of social security numbers as employee identifiers other than for tax purposes [see Social Security Numbers, below]. *Education Code 11.1514* [See DBA]
- Contract Positions** A board shall establish a policy designating specific positions of employment, or categories of positions based on considerations such as length of service, to which continuing contracts or term contracts apply. *Education Code 21.002(c)* [See DCB and DCC]
- Delegation of Authority** A district's employment policy may specify the terms of district employment or delegate to the superintendent the authority to determine the terms of employment with the district. *Education Code 11.1513(c)* [For nepotism implications, see BBFB and DBE]
- Availability** A district shall post on its internet website, if the district has a website, the employment policy adopted by the board under Education Code 11.1513(a) and the full text of any regulations referenced in the policy.
- A district shall make available any forms referenced in its employment policy on an intranet website that is maintained by the district and accessible to district employees, or at a district administrative office designated by the district if the district does not maintain an intranet website.

Education Code 11.1513(k)

Internal Auditor	If a district employs an internal auditor, the board shall select the internal auditor and the internal auditor shall report directly to the board. <i>Education Code 11.170</i> [See CFC]
Superintendent Recommendation	A board may accept or reject a superintendent's recommendation regarding the selection of district personnel and shall include the board's acceptance or rejection in the minutes of the board's open meeting, in the certified agenda or tape recording of a closed meeting, or in the recording required under Government Code 551.125 or 551.127, as applicable. If a board rejects a superintendent's recommendation, the superintendent shall make alternative recommendations until the board accepts a recommendation. <i>Education Code 11.1513(b)</i>
Posting of Vacancies	<p>A district's employment policy must provide that not later than the tenth school day before the date on which a district fills a vacant position for which a certificate or license is required as provided by Education Code 21.003 [see DBA], other than a position that affects the safety and security of students as determined by the board, the district must provide to each current district employee:</p> <ol style="list-style-type: none">1. Notice of the position by posting the position on:<ol style="list-style-type: none">a. A bulletin board at:<ol style="list-style-type: none">(1) A place convenient to the public in the district's central administrative office, and(2) The central administrative office of each campus during any time the office is open; orb. The district's internet website, if the district has a website; and2. A reasonable opportunity to apply for the position. <p><i>Education Code 11.1513(d)</i></p>
Exception	If, during the school year, a district must fill a vacant position held by a teacher, as defined by Education Code 21.201 [see DCB], in less than ten school days, the district must provide notice of the position in the manner described above as soon as possible after the vacancy occurs. However, a district is not required to provide the notice for ten school days before filling the position or to provide a reasonable opportunity to apply for the position. <i>Education Code 11.1513(e)</i>
Grievances	A district's employment policy must provide each employee with the right to present grievances to the board. The policy may not restrict the ability of an employee to communicate directly with a member of the board regarding a matter relating to the operation of

a district, except that the policy may prohibit ex parte communication relating to:

1. A hearing under Education Code Chapter 21, Subchapter E (Term Contracts) or F (Hearing Examiners); and
2. Another appeal or hearing in which ex parte communication would be inappropriate pending a final decision by the board.

Education Code 11.1513(i)–(j) [See DGBA]

Transfers

A district's employment policy may include a provision for providing each current district employee with an opportunity to participate in a process for transferring to another school in or position with the district. *Education Code 11.1513(c)(3)* [See DK]

Contract Employees

A district shall employ each classroom teacher, principal, librarian, nurse, or school counselor under a probationary contract, a continuing contract, or a term contract. A district is not required to employ a person other than these listed employees under a probationary, continuing, or term contract. *Education Code 21.002*

Classroom Teacher

"Classroom teacher" means an educator who is employed by a district and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting. The term does not include a teacher's aide or a full-time administrator. *Education Code 5.001(2)*

Minimum Length of Contract

A contract between a district and an educator must be for a minimum of ten months of service. An educator employed under a ten-month contract must provide a minimum of 187 days of service. *Education Code 21.401(a), (b)*

Proportionate Reduction

If a district anticipates providing less than 180 days of instruction for students during a school year, as indicated by the district's academic calendar, the district may reduce the number of days of service proportionately. A reduction by the district does not reduce an educator's salary. *Education Code 21.401(c-1)*

Commissioner Waiver

The commissioner of education may reduce the number of days of service if disaster, flood, extreme weather conditions, fuel curtailment, or another calamity causes the closing of schools. A reduction by the commissioner does not reduce an educator's salary. *Education Code 21.401(c), 25.081(b)*

Educational Aides

A board shall establish a plan to encourage the hiring of educational aides who show a willingness to become certified teachers. *Education Code 54.363(f)*

**Employment of
Retirees**

Monthly Certified
Statement

A district shall submit to the Teacher Retirement System of Texas (TRS) a monthly certified statement of employment for all retirees employed by the district during each month of a school year. A district shall inform TRS of changes in status of the district that affect the district's reporting responsibilities.

Deadline

A district must submit the monthly certified statement and all required employer surcharges under 34 Administrative Code 31.3 (relating to Return-to-Work Employer Pension Surcharges) for each report month from September through July before the eleventh day of the month following the applicable report month. For the monthly certified statement for the report month of August, the employer shall submit the monthly certified statement and all required employer surcharges before the seventh day of September.

If the due date for submission of a monthly certified statement and required employer surcharges falls on a weekend or federal holiday, a district shall submit the monthly certified statement and required employer surcharges on the last business day prior to the due date.

Late Submissions

A district that fails to timely submit a monthly certified statement and all required employer surcharges must also pay all applicable interest and late fees. A district must pay to TRS the late fee established by rule for each business day that the monthly certified statement is past due.

*Required
Information*

A monthly certified statement is not considered submitted to TRS until it is completed. To be complete, the monthly certified statement must include all the following information regarding a retiree employed by the employer during the report month:

1. The number of hours and days worked by the retiree;
2. Whether the retiree's employment qualifies as one or more of the following types:
 - a. Substitute employment;
 - b. One-half time or less employment;
 - c. Employment as a tutor under Education Code 33.913;
 - d. Employment in a federally funded COVID-19 personnel position that meets the requirements of Government Code 824.6021 and 34 Administrative Code 31.16 (relating to Federally Funded COVID-19 Personnel);
 - e. Full-time employment;

- f. Trial employment of a disability retiree for up to three months; or
 - g. Any combination of these types;
3. The amount of gross compensation paid to the retiree during the report month;
 4. The total amount due under 34 Administrative Code 41.4 (relating to Employer Health Benefit Surcharge); and
 5. Any other information requested by TRS.

An administrator of a district who is responsible for filing the statement, and who knowingly fails to file the statement, commits an offense.

Gov't Code 824.6022, 825.403(k); 34 TAC 31.2

**Former Board
Member Employment**

A board member is prohibited from accepting employment with the district until the first anniversary of the date the board member's membership on a board ends. *Education Code 11.063* [See BBC]

New Hires
I-9 Forms

A district shall ensure that an employee properly completes section 1—"Employee Information and Verification"—on Form I-9 at the time of hire.

A district must verify employment eligibility, pursuant to the Immigration Reform and Control Act, and complete Form I-9 by the following dates:

1. Within three business days of initial hiring. If a district hires an individual for employment for a duration of less than three business days, the district must verify employment at the time of hire. A district shall not be deemed to have hired an individual if the individual is continuing in his or her employment and has a reasonable expectation of employment at all times. When a district rehires an individual, the district may, in lieu of completing a new I-9, inspect a previously completed I-9 executed within three years of the date of rehire, to determine whether the individual is still eligible to work.
2. For an individual whose employment authorization expires, not later than the date of expiration.

8 C.F.R. 274a.2(b)(1)(ii), (iii), (vii), (viii)

New Hire Reporting

A district shall furnish to the Directory of New Hires (Texas Attorney General's Office) a report that contains the name, address, and social security number of each newly hired employee. The report shall also contain a district's name, address, and employer identification number.

A district may also provide, at its option, the employee's date of hire, date of birth, expected salary or wages, and the district's payroll address for mailing of notice to withhold child support.

A district shall report new hire information on a Form W-4 or an equivalent form, by first class mail, telephonically, electronically, or by magnetic media, as determined by the district and in a format acceptable to the attorney general.

Deadline

New hire reports are due:

1. Not later than 20 calendar days after the date a district hires the employee; or
2. In the case of a district transmitting reports magnetically or electronically, by two monthly transmissions (if necessary) not less than 12 days nor more than 16 days apart.

New hire reports shall be considered timely if postmarked by the due date or, if filed electronically, upon receipt by the agency.

Penalties

A district that knowingly violates the new hire provisions may be liable for a civil penalty, as set forth at Family Code 234.105.

42 U.S.C. 653a(b), (c); Family Code 234.101–.105; 1 TAC 55, Subch. I

Donations for Supplemental Educational Staff

A district shall accept from a parent-teacher organization or association recognized by the district a donation designated to fund supplemental educational staff positions at a school campus and spend the donation accepted for the designated purpose at the direction of and within the time period specified by the school campus for which the donation was designated. This provision expires September 1, 2025. *Education Code 11.156(c), (d)*

Social Security Numbers

A board shall adopt a policy prohibiting the use of the social security number of an employee of the district as an employee identifier other than for tax purposes. *Education Code 11.1514* [See DBA]

Federal Law

A district shall not deny to any individual any right, benefit, or privilege provided by law because of the individual's refusal to disclose his or her social security number.

Exceptions

The federal law does not apply to:

1. Any disclosure that is required by federal statute. The United States Internal Revenue Code provides that the social security number issued to an individual for purposes of federal income tax laws shall be used as the identifying number for taxpayers;

2. Any disclosure to a district maintaining a system of records in existence and operating before January 1, 1975, if such disclosure was required under statute or regulation adopted before such date to verify the identity of an individual; or
3. Any use for the purposes of establishing the identity of individuals affected by any tax, general public assistance, driver's license, or motor vehicle registration law within a district's jurisdiction.

Statement of Uses

A district that requests disclosure of a social security number shall inform that individual whether the disclosure is mandatory or voluntary, by what statutory authority such number is solicited, and what uses will be made of it.

Privacy Act of 1974, Pub. L. No. 93-579, Sec. 7, 88 Stat. 1896, 1897 (1974)

**Employment
Assistance
Prohibited**

Federal Law

A district that receives Title I funds shall have regulations or policies that prohibit any individual who is a school employee, contractor, or agent, or a district, from assisting a school employee in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or district knows, or has probable cause to believe, that such school employee engaged in sexual misconduct regarding a minor or student in violation of the law.

This requirement shall not apply if the information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and has been properly reported to any other authorities as required by federal, state, or local law, including Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and the implementing regulations under Part 106 of Title 34, Code of Federal Regulations, or any succeeding regulations; and:

1. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee engaged in sexual misconduct regarding a minor or student in violation of the law;
2. The school employee has been charged with and acquitted or otherwise exonerated of the alleged misconduct; or

3. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee within four years of the date on which the information was reported to a law enforcement agency.

20 U.S.C 7926 [See also CJ]

State Law

SBEC may suspend or revoke a certificate, impose other sanctions against the person, or refuse to issue a certificate to the person if:

1. The person assists another person in obtaining employment at a school district, private school, or open-enrollment charter school, other than by the routine transmission of administrative and personnel files; and
2. The person knew that the other person has previously engaged in sexual misconduct with a minor or student in violation of the law.

The commissioner may require a school district to revoke or decline to issue a school district teaching permit under Education Code 21.055 issued to or requested by a person subject to SBEC action above.

Education Code 21.0581; 19 TAC 249.15(b)(13)

**Incentive Grants—
Contract Provision**

A district shall provide in employment contracts that qualifying employees may receive an incentive payment under an awards program established under Education Code Chapter 21, Subchapter O (Educator Excellence Award Program and Educator Excellence Innovation Program) if the district participates in the program. A district shall indicate that any incentive payment distributed is considered a payment for performance and not an entitlement as part of an employee's salary. *Education Code 21.415*

**Educator Excellence
Innovation Program**

The Educator Excellence Innovation Program (EEIP) is a grant program under which a district may receive a competitive grant for the purposes of systematically transforming educator quality and effectiveness. The Texas Education Agency (TEA) will give priority to districts that receive Title I funding and have at a majority of district campuses a student enrollment that is at least 50 percent educationally disadvantaged.

Eligibility

A district is eligible to apply for EEIP grant funds if the district:

1. Completes and submits a Notice of Intent to Apply to TEA by the date established by the commissioner of education;
2. Complies with all assurances in the Notice of Intent to Apply and grant application;
3. Participates in the required technical assistance activities established by the commissioner, including establishing leadership teams, master teachers, mentor teachers, and instructional coaches and developing career pathways;
4. Agrees to participate for four years; and
5. Complies with any other activities set forth in the program requirements.

An eligible district must submit an application in a form prescribed by the commissioner. Each eligible applicant must meet all deadlines, requirements, and assurances specified in the application. The commissioner may waive any eligibility requirements as specified in 19 Administrative Code 102.1073.

Local Plan

An eligible district that intends to participate in the EEIP shall submit a local educator excellence innovation plan to TEA. A local educator excellence innovation plan must address the elements at 19 Administrative Code 102.1073(e)(2).

A district must act pursuant to its local board policy [see DEAA (LOCAL)] for submitting a local educator excellence innovation plan and grant application to TEA. A local decision to approve and

submit a plan and grant application may not be appealed to the commissioner.

A district may renew its local educator excellence innovation plan for three consecutive school years without resubmitting a full grant application to TEA. With TEA approval, a district may amend its local plan in accordance with 19 Administrative Code 102.1073(c) and (h) for each school year the district receives a program grant.

Use of Grant Funds

A district may use grant funds only to carry out purposes of the program as described at Education Code 21.7011, in accordance with the district's local plan, which may include the following specific methods or procedures:

1. Implementation and administration of a high-quality mentoring program for teachers in the first three years of classroom teaching using mentors who meet the qualifications prescribed by Education Code 21.458 [see Mentor Teachers, below];
2. Implementation of a teacher evaluation system using multiple measures that include:
 - a. The results of classroom observation, which may include student comments;
 - b. The degree of student educational growth and learning; and
 - c. The results of teacher self-evaluation;
3. To the extent permitted under Education Code Chapter 25, Subchapter C, restructuring of the school day or school year to provide for embedded and collaborative learning communities for the purpose of professional development [see EC];
4. Establishment of an alternative teacher compensation or retention system; and
5. Implementation of incentives designed to reduce teacher turnover.

Waiver Request

A district may apply to the commissioner in writing for a waiver to exempt the district or one or more district campuses from one or more of the statutory sections listed at Education Code 21.7061(a).

The application for the waiver must demonstrate:

1. Why waiving the identified section of the Education Code is necessary to carry out the purposes of the program;

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2. Approval for the waiver by a vote of a majority of the members of the board;
3. Approval for the waiver by a vote of a majority of the educators employed at each campus for which the waiver is sought; and
4. Evidence that the voting occurred during the school year and in a manner that ensured that all educators entitled to vote had a reasonable opportunity to participate in the voting.

Neither the board nor the superintendent may compel a waiver of rights under Education Code 21.7061.

Not later than April 1 of the year in which the waiver application is submitted, the commissioner shall notify the district in writing whether the application has been granted or denied. A waiver expires when the waiver is no longer necessary to carry out the purposes of the program, in accordance with the district's local educator excellence innovation plan.

Education Code Ch. 21, Subch. O; 19 TAC 102.1073

**Local Optional
Teacher Designation
System**

A district may designate a classroom teacher as a master, exemplary, or recognized teacher for a five-year period based on the results from single year or multiyear appraisals [see DNA]. *Education Code 21.3521(a)*

Commissioner's
Rules

The commissioner's rules specify the requirements for districts to implement local teacher designation systems, including:

1. Teacher eligibility;
2. Application procedures and approval process;
3. System expansion, spending modifications, and changes;
4. Monitoring and annual program evaluation of approved local designation systems;
5. Continuing approval and renewal; and
6. Funding.

19 TAC 150.1012

Standards

The commissioner's rules establish performance and validity standards for each local optional teacher designation system that:

1. Must provide a mathematical possibility that all teachers eligible for a designation may earn the designation; and

2. May not require a district to use an assessment instrument adopted under Education Code 39.023 to evaluate teacher performance.

Education Code 21.3521(b); 19 TAC 150.1014

A classroom teacher that holds a National Board Certification issued by the National Board for Professional Teaching Standards may be designated as recognized in accordance with the commissioner's rules for eligibility. *Education Code 21.3521(c); 19 TAC 150.1013*

Assistance	TEA shall develop and provide technical assistance for districts that request assistance in implementing a local optional teacher designation system, including assistance in prioritizing high needs campuses. <i>Education Code 21.3521(e)</i>
No Property Right	A teacher has no vested property right in a teacher designation assigned under a local optional teacher designation system. A teacher designation is void in the determination that the designation was issued improperly, and the Administrative Procedure Act does not apply to the voiding of a local optional teacher designation. <i>Education Code 21.3521(f)</i>
Teacher Incentive Allotment	<p>For each classroom teacher with a local optional teacher designation, a district is entitled to an allotment, adjusted by high needs and rural factors, as determined under Education Code 48.112.</p> <p>A district shall annually certify that:</p> <ol style="list-style-type: none">1. Funds received were used as follows:<ol style="list-style-type: none">a. At least 90 percent was used for the compensation of teachers employed at the campus at which the teacher for whom the district received the allotment is employed; andb. Any other funds were used for costs associated with implementing the local optional teacher designation system, including efforts to support teachers in obtaining designations; and2. The district prioritized high needs campuses in the district in using funds. <p><i>Education Code 48.112(c), (i)</i></p>
Evaluations	TEA shall periodically conduct evaluations of the effectiveness of the local optional teacher designation systems and the teacher incentive allotment and report the results of the evaluations to the legislature. A district that has implemented a local optional teacher

designation system or received funds under the teacher incentive allotment shall participate in the evaluations. *Education Code 21.3521(g)*

Mentor Teachers

A district may assign a mentor teacher to each classroom teacher who has less than two years of teaching experience in the subject or grade level to which the teacher is assigned. A teacher assigned as a mentor must:

1. To the extent practicable, teach in the same school;
2. To the extent practicable, teach the same subject or grade level, as applicable; and
3. Meet the qualifications prescribed by commissioner's rules.

Education Code 21.458(a)

Commissioner's
Rules

The commissioner's rules for receiving funds under the mentor program allotment specify the requirements for districts to implement a mentor training program, including:

1. Program requirements related to mentor selection, mentor assignment, training, roles and responsibilities, and meetings;
2. An application approval process;
3. Ongoing verification of compliance with program requirements;
4. Allowable expenditures; and
5. Program review through periodic reports.

19 TAC 153.1011

Assignment of
Mentor

To be assigned as a mentor, a teacher must agree to serve as a mentor teacher for at least one school year. The assignment must begin not later than the 30th day of employment of the classroom teacher to whom the mentor teacher is assigned. A district must agree to assign a mentor to a new classroom teacher for at least two school years. *Education Code 21.458(a-1)*

Requirements for
Mentor

The commissioner's rules must require that a mentor teacher:

1. Complete a research-based mentor and induction training program approved by the commissioner;
2. Complete a mentor training program provided by the district, which the district may allow to be satisfied by completing the commissioner's research-based mentor and induction training program above;

3. Have at least three complete years of teaching experience with a superior record of assisting students, as a whole, in achieving improvement in student performance; and
4. Demonstrate interpersonal skills, instructional effectiveness, and leadership skills.

Education Code 21.458(b)

Training

A district must provide the training program described above to mentor teachers and any appropriate district and campus employees who work with the classroom teacher or supervise the classroom teacher. A district may allow the commissioner's research-based mentor and induction training program to qualify for the district's required training. The training must be completed by the mentor teacher and the district and campus employees before the beginning of the school year. A district shall also provide supplemental training to mentor teachers and employees during the school year. The training must include content related to best mentorship practices. *Education Code 21.458(b-1)*

Mentoring Sessions

A mentor teacher must meet with each classroom teacher assigned to the mentor not less than 12 hours each semester. Observations of the mentor by the classroom teacher being mentored or of the classroom teacher being mentored by the mentor may count toward the 12 hours of meeting time required for the semester.

Unless the district has created a mentoring curriculum as provided below, the mentoring sessions must address the following topics:

1. Orientation to the context, policies, and practices of the school district;
2. Data-driven instructional practices;
3. Specific instructional coaching cycles, including coaching regarding conferences between parents and the classroom teacher;
4. Professional development; and
5. Professional expectations.

Subject to approval by TEA, in determining the topics to be addressed in the mentoring sessions, a school district may create an appropriate curriculum that meets the district needs.

A district must:

1. Designate a specific time during the regularly contracted school day for meetings between mentor teachers and classroom teachers assigned to a mentor; and

2. Schedule release time or a reduced teaching load for mentor teachers and classroom teachers under this section to facilitate mentoring activities, including classroom observations or participation in supportive coaching.

Education Code 21.458(f), (f-1)

Allotment

A school district that has implemented a mentoring program is entitled to an allotment to fund the mentoring program and provide stipends for mentor teachers under a formula adopted by the commissioner.

Funding may be used only for providing:

1. Mentor teacher stipends;
2. Scheduled release time for mentor teachers and the classroom teachers to whom they are assigned for meeting and engaging in mentoring activities; and
3. Mentoring support through providers of mentor training.

Education Code 48.114

**Achievement
Academy Stipends**

A stipend received by a teacher who attends a literacy or mathematics achievement academy is not considered in determining whether a district is paying the teacher the minimum monthly salary under Education Code 21.402. *Education Code 21.4552(d), .4553(d)*

A stipend received by a school counselor or teacher who attends a postsecondary education and career counseling academy under Education Code 33.009 is not considered in determining whether a district is paying the school counselor or teacher the minimum monthly salary under Education Code 21.402. *Education Code 33.009(h)*

Autism Training

A district may provide a salary incentive or similar compensation to a teacher who completes training provided by a regional education service center (ESC) relating to autism. A school district that decides to provide an incentive or compensation shall adopt a policy to implement this section. *Education Code 21.465*

**Retirement
Incentives**

A district may not offer or provide a financial or other incentive to an employee to encourage the employee to retire from the Teacher Retirement System of Texas. *Education Code 22.007*

**Attendance
Supplement**

A district shall not deny an educator a salary bonus or similar compensation given in whole or in part on the basis of educator attendance because of the educator's absence from school for observance of a religious holy day observed by a religion whose places of worship are exempt from property taxation under Tax Code 11.20. *Education Code 21.406*

Note: This policy addresses leave for an employee's military service. For provisions on leaves in general, see DEC. For provisions regarding the Family and Medical Leave Act (FMLA), including family and medical leave for an employee seeking leave because of a relative's military service, see DECA.

**Federal Military
Leave**

Reemployment

Any person who is absent from a position of employment by reason of voluntary or involuntary service in the uniformed services shall be entitled to certain reemployment rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. 4301–4335, and its regulations at 20 C.F.R. Part 1002 if:

1. Unless notice is precluded by military necessity or is otherwise unreasonable or impossible, the person, or an appropriate officer of the uniformed service in which such service is performed, has given advance written or verbal notice of such service to such person's employer;
2. The cumulative length of the absence and of all previous absences from a position of employment with that employer by reason of service in the uniformed services does not exceed five years, calculated in accordance with 38 U.S.C. 4312(c); and
3. The person reports to or submits an application for reemployment to such employer in accordance with the provisions of 38 U.S.C. 4312(e) and (f) and 20 C.F.R. Part 1002, Subpart C.

38 U.S.C. 4312(a)–(c); 20 C.F.R. 1002.5(1)

For purposes of federal military leave, the term "uniformed services" means the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Services; the commissioned officer corps of the National Oceanic and Atmospheric Administration (NOAA); system members of the National Urban Search and Rescue Response System during a period of appointment into federal service under Section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and any other category of persons designated by the president in time of war or emergency.

The term "service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty; active

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duty for training; initial active duty for training; inactive duty training; full-time National Guard duty; state active duty for a period of 14 days or more; state active duty in response to a national emergency declared by the president under the National Emergencies Act, 50 U.S.C. 1601 et seq.; state active duty in response to a major disaster declared by the president under Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5170; a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty; a period for which a system member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into federal service under Section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and a period for which a person is absent from employment for the purpose of performing funeral honors duty.

The term "state active duty" means training or other duty, other than inactive duty, performed by a member of the National Guard of a state not under 32 U.S.C. 502 or under U.S.C. Title 10; in service to the governor of a state; and for which the member is not entitled to pay from the federal government.

A person who is reemployed under USERRA is entitled to the seniority, and other rights and benefits determined by seniority, that the person had on the date of the commencement of uniformed service, plus the additional seniority, rights, and benefits that such person would have attained if the person had remained continuously employed.

38 U.S.C. 4303(13), (15)–(16), 4316(a)

Exceptions

An employer, including a school district is not required to reemploy a person if:

1. The employer's circumstances have so changed as to make reemployment impossible or unreasonable;
2. The person is entitled to reemployment under 38 U.S.C. 4313(a)(3), 4313(a)(4), or 4313(b)(2)(B), and the reemployment of the person would impose an undue hardship on the employer; or
3. The employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

38 U.S.C. 4312(d)

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A person's entitlement to the benefits of 38 U.S.C. Chapter 43 by reason of the service of such person in one of the uniformed services terminates upon the occurrence of any of the following events:

1. A separation of such person from such uniformed service with a dishonorable or bad conduct discharge.
2. A separation of such person from such uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the U.S. secretary concerned.
3. A dismissal of such person permitted under or a dropping of such person from the rolls pursuant to 10 U.S.C. 1161(a) (dismissal of commissioned officers).

38 U.S.C. 4304

Notice

Each employer shall provide to persons entitled to rights and benefits under 38 U.S.C. Chapter 43 a notice of the rights, benefits, and obligations of such persons and such employers. The requirement for the provision of notice may be met by the posting of the notice where employers customarily place notices for employees. The U.S. Secretary of Labor shall provide to employers the text of the notice. *38 U.S.C. 4334*

**State Protections for
Member of Military or
Rescue Team**

Paid Leave of
Absence

A person who is an officer or employee of the state, a municipality, a county, or another political subdivision of the state, including a school district, who is a member of the state military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team is entitled to a paid leave of absence from the person's duties on a day on which the person is engaged in authorized training or duty ordered or authorized by proper authority for not more than 15 workdays in a fiscal year. During a leave of absence, the person may not be subjected to loss of time, efficiency rating, personal time, sick leave, or vacation time. *Gov't Code 437.202(a)*

In addition to the leave provided under Government Code 437.202(a), a person described by Section 437.202(a) called to state active duty by the governor or another appropriate authority in response to a disaster is entitled to a paid leave of absence from the person's duties for each day the person is called to active duty during the disaster, not to exceed seven workdays in a fiscal year. During a leave of absence under this provision, the person may not be subjected to loss of time, efficiency rating, personal time, sick leave, or vacation time. For purposes of this provision, "disaster" has the meaning assigned by Government Code 418.004. *Gov't Code 437.202(a-1)*

LEAVES AND ABSENCES
MILITARY LEAVE

DECB
(LEGAL)

Notice

This state, a municipality, a county, or another political subdivision of this state, including a school district, shall provide written notice of the number of workdays of paid leave to which an officer or employee is entitled each fiscal year under Government Code 437.202(a) on employment, in the case of an employee, or as soon as practicable after appointment or election, in the case of an officer.

This state, a municipality, a county, or another political subdivision of this state, including a school district, shall, on the request of an officer or employee described by Government Code 437.202(a), provide to that officer or employee a statement that contains the number of workdays for which the officer or employee claimed paid leave under section 437.202(a) in that fiscal year.

Gov't Code 437.202(e)–(f)

Return to
Employment

An employee of this state or a municipality, a county, or another political subdivision of this state with at least five full-time employees who is a member of the Texas military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team and who is ordered to duty by proper authority is entitled, when relieved from duty, to be restored to the position that the employee held when ordered to duty. An employer, including a school district, may not terminate the employment of an employee who is a member of the military forces of this state or any other state because the employee is ordered to authorized training or duty by a proper authority. The employee is entitled to return to the same employment held when ordered to training or duty and may not be subjected to loss of time, efficiency rating, vacation time, or any benefit of employment during or because of the absence. The employee, as soon as practicable after release from duty, must give written or actual notice of intent to return to employment. *Gov't Code 437.202(d), .204(a)*

Reemployment

A public employee, other than a temporary employee, who leaves a state position or a position with a local governmental entity, including a school district, to enter active military service is entitled to be reemployed by the state or the local governmental entity in the same department, office, commission, or board of this state, a state institution, or local governmental entity in which the employee was employed at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to reemployment, the employee must be discharged, separated, or released from active military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position.

LEAVES AND ABSENCES
MILITARY LEAVE

DECB
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“Military service” means service as a member of the Armed Forces of the United States, a reserve component of the Armed Forces of the United States, the Texas National Guard, or the Texas State Guard.

Gov’t Code 613.001(2)–(3), .002

Exception

A public employee who cannot perform the duties of the position because of a disability sustained during military service is entitled to reemployment in the department, office, commission, or board of the state, a state institution, or a local governmental entity in a position that the employee can perform and that has like seniority, status, and pay as the former position, or the nearest possible seniority, status, and pay. *Gov’t Code 613.003*

Application

To be reemployed, a veteran must apply for reemployment not later than the 90th day after the date the veteran is discharged or released from active military service. The application must be made in writing to the head of the department, office, commission, or board of this state, the state institution, or the local governmental entity and have attached to it evidence of the veteran’s discharge, separation, or release from military service under honorable conditions. *Gov’t Code 613.004*

Discharge

A person reemployed under Government Code Chapter 613 shall not be discharged without cause before the first anniversary of the date of the reemployment. *Gov’t Code 613.005*

Application of
Federal Laws to
Texas Military
Members Called to
Duty

A service member of the Texas military forces who is ordered to state active duty or to state training or other duty by the governor, the adjutant general, or another proper authority under the law of this state is entitled to the same benefits and protections provided to persons:

1. Performing service in the uniformed services as provided by 38 U.S.C. 4301–4313 and 4316–4319 (USERRA); and
2. In the military service of the United States as provided by 50 U.S.C. 3901–3959, 3991, and 4011–4026 (Servicemembers Civil Relief Act).

Gov’t Code 437.213

Use of Personal
Leave

An employee with available personal leave is entitled to use the leave for compensation during a term of active military service. This provision applies to any personal or sick leave available under former law or provided by local policy.

A district may adopt a policy providing for paid leave for active military service as part of the consideration of employment.

Education Code 22.003(d), (e)

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LEGAL)

**Resignation without
Consent (Unilateral
Resignation)**

An educator employed under a probationary contract for the following school year, or under a term or continuing contract, may relinquish the position and leave district employment at the end of the school year without penalty by filing a written resignation with a board or a board's designee not later than the 45th day before the first day of instruction of the following school year.

A written resignation mailed by prepaid certified or registered mail to a board president or a board's designee at the post office address of the district is considered filed at the time of mailing.

Education Code 21.105(a), .160(a), .210(a)

An unequivocal resignation filed not later than the 45th day before the first day of instruction of the following school year is effective upon filing with a district and the district cannot reject such a resignation. The resignation cannot be withdrawn by the teacher based on an argument that the district has not accepted the resignation. *Fantroy v. Dallas Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 034-R8-0206 (Mar. 5, 2009); Garcia v. Miles Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 055-RI-503 (Nov. 30, 2006).*

**Resignation with
Consent**

The educator may resign, with the consent of the board or the board's designee, at any other time. *Education Code 21.105(b), .160(b), .210(b)*

Acceptance or approval of a resignation indicates consent to abandonment of contract. *Quitman Indep. Sch. Dist. v. Wilkerson, Tex. Comm'r of Educ. Decision No. 142-TTC-698 (Dec. 2, 1999); Houston Indep. Sch. Dist. v. Johnson, Tex. Comm'r of Educ. Decision No. 054-TTC-1196 (Sept. 28, 1998)*

**Contract
Abandonment**

Written Complaint

On written complaint by a district, the State Board for Educator Certification (SBEC) may impose sanctions against an educator who is employed under a probationary contract, or under a continuing or term contract, for the following school year, and who:

1. Resigns;
2. Fails without good cause to comply with the resignation deadline or the provision regarding resignation by consent; and
3. Fails without good cause to perform the contract.

Education Code 21.105(c), .160(c), .210(c)

SBEC shall not pursue sanctions against an educator who is alleged to have abandoned his or her contract unless a board:

1. Submits a written complaint within 30 calendar days after the effective date of the educator's separation from employment

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
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from the district. Unless the district and the educator have a written agreement to the contrary, the effective date of separation from employment is the first day that, without district permission, the educator fails to appear for work under the contract.

2. Renders a finding that good cause did not exist under Education Code 21.105(c)(2) (probationary contract), 21.160(c)(2) (continuing contract), or 21.210(c)(2) (term contract). This finding constitutes prima facie evidence of the educator's lack of good cause but is not a conclusive determination.
3. Submits the following required attachments to the written complaint:
 - a. The educator's resignation letter, if any;
 - b. The agreement with the educator regarding the effective date of separation from employment, if any;
 - c. The educator's contract; and
 - d. Board meeting minutes indicating a finding of "no good cause." If the board does not meet within 30 calendar days of the educator's separation from employment, the minutes may be submitted within ten calendar days after the next board meeting.

19 TAC 249.14(j)

Notice to Teacher

If a district submits a complaint regarding a teacher to SBEC, the district shall promptly notify the teacher of the complaint. The notice must include:

1. The basis of the complaint;
2. Information regarding how the teacher may contact SBEC; and
3. A reminder that the teacher should verify that the teacher's mailing address on file with SBEC is current.

SBEC Review

Before imposing sanctions against a teacher for abandonment of contract, SBEC:

1. Must consider any mitigating factors relevant to the teacher's conduct; and
2. May consider alternatives to sanctions, including additional continuing education or training.

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
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If a teacher files a written resignation after the 45th day but not later than the 30th day before the first day of instruction of the following school year, SBEC may not suspend or revoke the teacher's certificate.

Education Code 21.105(d)–(f), .160(d)–(f), .210(d)–(f)

Good Cause

SBEC may consider the following factors good cause when an educator is reported to have abandoned a contract in violation of Education Code 21.105(c), 21.160(c), or 21.210(c):

1. Serious illness or health condition of the educator or close family member of the educator;
2. Relocation to a new city as a result of change in employer of the educator's spouse or partner who resides with the educator;
3. Significant change in the educator's family needs that requires the educator to relocate or to devote more time than allowed by current employment; or
4. The educator's reasonable belief that the educator had written permission from the school district administration to resign.

Mitigating Factors

SBEC shall consider the following factors in seeking, proposing, or making a decision regarding an educator who has abandoned a contract in violation of Education Code 21.105(c), 21.160(c), or 21.210(c). The educator:

1. Gave written notice to the school district 30 days or more in advance of the first day of instruction for which the educator will not be present;
2. Assisted the school district in finding a replacement educator to fill the position;
3. Continued to work until the school district hired a replacement educator;
4. Assisted in training the replacement educator;
5. Showed good faith in communications and negotiations with the school district;
6. Provided lesson plans for classes following educator's resignation;
7. Changed careers within the field of education:

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RESIGNATION

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- a. To a position that required a different class of educator certification as defined in 19 Administrative Code 230.33(b) (relating to Classes of Certificates);
 - b. To a position with a higher level of authority within the principal class of certificate; or
 - c. To a position in an open-enrollment charter school or a district of innovation that is equivalent to the positions described above;
8. Had a reduction in base pay, excluding stipends, as compared to the educator's base pay for the prior year at the same school district;
 9. Resigned due to working conditions that reasonably posed an immediate threat of significant physical harm to the educator; or
 10. Any other relevant circumstances or facts.

19 TAC 249.17(d)

Required Report to SBEC

A superintendent shall report the educator's resignation to SBEC if the conditions set forth at Education Code 21.006 exist. [See DHB] *Education Code 21.006*

Investigation

A superintendent of a district, including a district of innovation, shall complete an investigation of an educator that involves evidence that the educator may have abused or otherwise committed an unlawful act, was involved in a romantic relationship with, or solicited or engaged in sexual contact with a student or minor, despite the educator's resignation from employment before completion of the investigation. *Education Code 21.006(b-1); 19 TAC 249.14(d)(3)(C)*

Report by Principal

A person who serves as a principal in a district, including a district of innovation, must notify the superintendent, and may be subject to sanctions for failure to do so, not later than the seventh business day after the date of an educator's resignation following an alleged incident of misconduct described by Education Code 21.006(b) [see DP]. *Education Code 21.006(b-2); 19 TAC 249.14(e)*

**Employee Free
Speech**

District employees do not shed their constitutional rights to freedom of speech or expression at the schoolhouse gate.

However, neither an employee nor anyone else has an absolute constitutional right to use all parts of a school building or its immediate environs for unlimited expressive purposes. When a public employee makes statements pursuant to his or her official duties, the employee is not speaking as a citizen for First Amendment purposes, and the Constitution does not insulate the communications from employer discipline.

Garcetti v. Ceballos, 547 U.S. 410 (2006); *Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969) [See also GKD]

**Whistleblower
Protection**

A board or its agents shall not suspend or terminate the employment of, or take other adverse personnel action against, an employee who in good faith reports a violation of law by a district or another public employee to an appropriate law enforcement authority.

A “report” is made to an “appropriate law enforcement authority” if the authority is a part of a state or local governmental entity or the federal government that the employee in good faith believes is authorized to:

1. Regulate under or enforce the law alleged to be violated in the report; or
2. Investigate or prosecute a violation of criminal law.

Gov’t Code 554.002

A supervisor who suspends or terminates the employment of or takes an adverse personnel action against an employee for reporting a violation of law shall be subject to civil penalties. *Gov’t Code 554.008*

Definitions

“Employee” means an employee or appointed officer who is paid to perform services for a district. It does not include independent contractors. *Gov’t Code 554.001(4)*

“Law” means a state or federal statute, an ordinance of a local governmental entity, or a rule adopted under a statute or ordinance. *Gov’t Code 554.001(1)*

A “good faith” belief that a violation of the law occurred means that:

1. The employee believed that the conduct reported was a violation of law; and

2. The employee's belief was reasonable in light of the employee's training and experience.

Wichita County v. Hart, 917 S.W.2d 779 (Tex. 1996)

A "good faith" belief that a law enforcement authority is an appropriate one means:

1. The employee believed the governmental entity was authorized to:
 - a. Regulate under or enforce the law alleged to be violated in the report, or
 - b. Investigate or prosecute a violation of criminal law; and
2. The employee's belief was reasonable in light of the employee's training and experience.

Tex. Dep't of Transp. v. Needham, 82 S.W.3d 314 (Tex. 2002)

**Whistleblower
Complaints**

An employee who alleges a violation of whistleblower protection may sue a district for injunctive relief, actual damages, court costs, and attorney's fees, as well as other relief specified in Government Code 554.003. *Gov't Code 554.003*

Initiate Grievance

Before suing, an employee must initiate action under a district's grievance policy or other applicable policies concerning suspension or termination of employment or adverse personnel action.

The employee must invoke a district's grievance procedure not later than the 90th day after the date on which the alleged suspension, termination, or other adverse employment action occurred or was discovered by the employee through reasonable diligence.

Legal Action

If a board does not render a final decision before the 61st day after grievance procedures are initiated, the employee may elect to:

1. Exhaust a district's grievance procedures, in which case the employee must sue not later than the 30th day after the date those procedures are exhausted to obtain relief under Government Code Chapter 554; or
2. Terminate district grievance procedures and sue within the timelines established by Government Code 554.005 and 554.006.

Gov't Code 554.005, 554.006 [See DGBA regarding grievance procedures]

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

Burden of Proof	If the employee brings a lawsuit, the employee has the burden of proof unless the suspension, termination, or adverse personnel action occurred within 90 days after the employee reported a violation of law, in which case the suspension, termination, or adverse personnel action is presumed, subject to rebuttal, to be because the employee made the report.
Affirmative Defense	<p>It is an affirmative defense to a whistleblower suit that the district would have taken the action against the employee that forms the basis of the suit based solely on information, observation, or evidence that is not related to the fact that the employee made a report protected under the whistleblower law.</p> <p><i>Gov't Code 554.004</i></p>
Notice of Rights	A board shall inform its employees of their rights regarding whistleblower protection by posting a sign in a prominent location in the workplace. The design and content of the sign shall be as prescribed by the attorney general. <i>Gov't Code 554.009</i>
Right to Report a Crime	A district employee may report a crime witnessed at the school to any peace officer with authority to investigate the crime. A district may not adopt a policy requiring a school employee to refrain from reporting a crime witnessed at the school or to report a crime witnessed at the school only to certain persons or peace officers. <i>Education Code 37.148</i>
Protection for Reporting Child Abuse	<p>A district may not suspend or terminate the employment of, discriminate against, or take other adverse employment action against a professional employee who in good faith:</p> <ol style="list-style-type: none">1. Reports child abuse or neglect to:<ol style="list-style-type: none">a. The person's supervisor,b. An administrator of the facility where the person is employed,c. A state regulatory agency, ord. A law enforcement agency; or2. Initiates or cooperates with an investigation or proceeding by a governmental entity relating to an allegation of child abuse or neglect. <p>"Adverse employment action" means an action that affects an employee's compensation, promotion, transfer, work assignment, or performance evaluation, or any other employment action that would dissuade a reasonable employee from making or supporting a report of abuse or neglect under Family Code 261.101.</p>

A person may sue for injunctive relief, damages, or both if the person is suspended or terminated from the person's employment; is discriminated against; or suffers any other adverse employment action.

A district employee who has a cause of action under the provisions at Whistleblower Protection, above, may not bring an action under Protection for Reporting Child Abuse.

Family Code 261.110(a)–(c), (l)

**Protection from
Disciplinary
Proceedings**

For purposes of the following provisions, "disciplinary proceeding" means discharge or suspension of a professional employee, or termination or nonrenewal of a professional employee's term contract. [See DGC regarding immunity] *Education Code 22.0512(b)*

Reporting Child
Abuse or
Maltreatment

A district employee may not be subject to any disciplinary proceeding resulting from an action taken in compliance with Education Code 38.0041 [prevention of child abuse and other maltreatment, see FFG]. *Education Code 38.0041(g)*

Use of Physical
Force

A professional employee may not be subject to disciplinary proceedings for the employee's use of physical force against a student to the extent justified under Penal Code 9.62. This provision does not prohibit a district from enforcing a policy relating to corporal punishment or bringing a disciplinary proceeding against a professional employee of the district who violates the district policy relating to corporal punishment. *Education Code 22.0512(a); Tex. Att'y Gen. Op. GA-0202 (2004)*

Penal Code 9.62 provides that the use of force, other than deadly force, against a person is justified:

1. If the actor is entrusted with the care, supervision, or administration of the person for a special purpose; and
2. When and to the degree the actor reasonably believes the force is necessary to further the special purpose or to maintain discipline in a group.

Penal Code 9.62

**Failure to Follow
Scope and Sequence**

A district may not penalize a teacher who does not follow a recommended or designated scope and sequence for a subject in the required curriculum under Education Code 28.002(a) in a particular grade level based on the teacher's determination that the teacher's students need more or less time in a specific area to demonstrate proficiency in the essential knowledge and skills for that subject and grade level [see EHAA].

A district may take appropriate action with respect to a teacher for conduct described above based on documented evidence of a deficiency in classroom instruction obtained through observation or substantiated and documented third-party information.

Education Code 28.0027(b), (c)

**Instructional
Materials and
Technological
Equipment**

A board may not require an employee who acts in good faith to pay for instructional materials or technological equipment that is damaged, stolen, misplaced, or not returned. An employee may not waive this provision by contract or any other means.

Exception

A district may enter into a written agreement with an employee whereby the employee assumes financial responsibility for electronic instructional material or technological equipment usage off school property or outside of a school-sponsored event in consideration for the ability of the employee to use the electronic instructional material or technological equipment for personal business.

The written agreement shall be separate from the employee's contract of employment, if applicable, and shall clearly inform the employee of the amount of the financial responsibility and advise the employee to consider obtaining appropriate insurance. An employee may not be required to enter into such an agreement as a condition of employment.

Education Code 31.104(e); 19 TAC 66.107(c)

Controversial Topics

For any course or subject, including an innovative course, for a grade level from kindergarten through grade 12, a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs. *Education Code 28.0022(a)*

Note: For instructional requirements and prohibitions, including requirements for student discussion, see EMB.

Jury Duty

A district may not discharge, threaten to discharge, intimidate, or coerce any permanent employee because the employee serves as a juror or grand juror, or for the employee's attendance or scheduled attendance in connection with the service, in any court in the United States. An employee who is discharged, threatened with discharge, intimidated, or coerced is entitled to return to the same employment that the employee held when summoned for jury or grand jury service if the employee, as soon as practical after release from jury or grand jury service, gives the employer actual notice that the employee intends to return. *Civ. Prac. & Rem. Code 122.001*

A district may not discharge, discipline, reduce the salary of, or otherwise penalize or discriminate against a school district employee because of the employee's compliance with a summons to appear as a juror. For each regularly scheduled workday on which a nonsalaried employee serves in any phase of jury service, a school district shall pay the employee the employee's normal daily compensation [see DEC]. *Education Code 22.006(a), (b)*

**Breaks for Nursing Mothers—
Nonexempt Employees**

A district shall provide a nonexempt employee a reasonable break to express breast milk, each time the employee needs to express breast milk for her nursing child, for one year after the child's birth. The district shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

A district is not required to compensate the employee receiving reasonable break time for any work time spent for such purpose.

A district that employs fewer than 50 employees is not subject to these requirements if the requirements would impose an undue hardship by causing the district significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the district.

29 U.S.C. 207(r)

Right to Express Breast Milk

A district employee is entitled to express breast milk at the employee's workplace. *Gov't Code 619.002*

The district shall develop a written policy on the expression of breast milk by employees under Government Code Chapter 619. The policy must state that the district shall support the practice of expressing breast milk and make reasonable accommodations for the needs of employees who express breast milk.

A district shall provide a reasonable amount of break time for an employee to express breast milk each time the employee has need to express the milk. The district shall provide a place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk.

A district may not suspend or terminate the employment of, or otherwise discriminate against, an employee because the employee has asserted the employee's rights under Government Code Chapter 619. Government Code Chapter 619 does not create a private or state cause of action against a district.

Gov't Code Ch. 619

**Charitable
Contributions**

A board or a district employee may not directly or indirectly require or coerce any district employee to:

1. Make a contribution to a charitable organization or in response to a fund-raiser; or
2. Attend a meeting called for the purpose of soliciting charitable contributions.

A board or district employee may not directly or indirectly require or coerce any district employee to refrain from the same acts.

Education Code 22.011

Protection of Nurses

A district may not suspend, terminate, or otherwise discipline or discriminate against a nurse who refuses to engage in an act or omission relating to patient care that:

1. Would constitute grounds for reporting the nurse to the Board of Nurse Examiners under Occupations Code Chapter 301, Subchapter I;
2. Constitutes a minor incident, as defined at Occupations Code 301.419; or
3. Would violate Occupations Code Chapter 301 or a rule of the Board of Nurse Examiners, if the nurse notifies the district at the time of the refusal that this is the reason for refusing to engage in the act or omission.

Occupations Code 301.352(a)

Note: The provisions of this policy apply to a district of innovation under Education Code, Chapter 12A. [See AF]

Definitions

“Abuse” has the meaning assigned by Family Code 261.001(1).

“Employee” means a person who is employed by a school district, district of innovation, charter school, service center, or shared services arrangement and does not hold a certification issued by the State Board for Educator Certification (SBEC) under Education Code, Chapter 21, Subchapter B.

19 TAC 153.1201(b), (d)

Misconduct of Noncertified Employees

Education Code 22.093 applies to a district employee who does not hold certification issued by SBEC or a school district teaching permit.

Notice to TEA of Termination or Resignation

A person who serves as the superintendent shall notify the commissioner of education in writing by filing a report within seven business days of the date the person either receives a report from a principal or knew that an employee was terminated or resigned from employment and there is evidence that the employee committed any of the following acts:

1. Abused or otherwise committed an unlawful act with a student or minor; or
2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.

Principal Notification

A person who serves as principal must notify the superintendent no later than seven business days after an employee resigns or is terminated following an alleged incident of misconduct described above.

Investigation

A superintendent shall complete an investigation of an employee if there is reasonable cause to believe the employee may have engaged in misconduct described above, despite the employee's resignation from district employment before completion of the investigation.

Form of Report

The report must include:

1. The name or names of any student or minor who is the victim of abuse or unlawful conduct by an employee;
2. The factual circumstances requiring the report and the subject of the report by providing the following available information:

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REPORTS TO TEXAS EDUCATION AGENCY

DHC
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- a. Name and any aliases and certificate number, if any, or social security number;
- 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 name of the agency.

The name of the student or minor is not public information under Government Code Chapter 552 (Public Information Act).

Notice to the Board and Employee

A superintendent shall notify the board and the employee of the filing of the report.

Immunity

A superintendent or principal who in good faith and while acting in an official capacity files a report or makes a notification is immune from civil or criminal liability that might otherwise be incurred or imposed.

Sanctions for Failure to Report

The commissioner shall refer an educator who fails to file a report to SBEC, which will determine whether to impose sanctions against the educator.

Criminal Offense

A superintendent commits an offense if the superintendent fails to timely file the report with intent to conceal an employee's criminal record or alleged incident of misconduct.

A principal commits an offense if the principal fails to timely provide notice with intent to conceal an employee's alleged incident of misconduct.

An offense under Education Code 22.093(k) is a state jail felony.

Review of District Records

The commissioner may review district records to ensure compliance with the requirement to report misconduct.

Education Code 22.093; 19 TAC 153.1203

**Solicitation of Sexual
Contact**

“Solicitation of sexual contact” means deliberate or repeated acts that can be reasonably interpreted as the solicitation by an employee of a relationship with a student that is sexual in nature. Solicitation of sexual contact is often characterized by a strong emotional or sexual attachment and/or by patterns of exclusivity but does not include appropriate relationships that arise out of legitimate contexts such as familial connections or longtime acquaintance. The following acts, considered in context, may constitute prima facie evidence of the solicitation by an employee of sexual contact with a student:

1. Behavior, gestures, expressions, or communications with a student that are unrelated to the employee's job duties and evidence a sexual intent or interest in the student, including statements of love, affection, or attraction. Factors that may be considered in determining the intent of such communications or behavior, include, without limitation:
 - a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications;
 - d. Whether the communications were made openly or secretly;
 - e. The extent that the employee attempts to conceal the communications;
 - f. If the employee claims to be counseling a student, the commissioner of education may consider whether the employee's job duties included counseling, whether the employee reported the subject of the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the employee reported the abuse or neglect to the appropriate authorities; and
 - g. Any other evidence tending to show the context of the communications between employee and student;
2. Making inappropriate comments about a student's body, creating or transmitting sexually suggestive photographs or images, or encouraging the student to transmit sexually suggestive photographs or images;
3. Making sexually demeaning comments to a student;
4. Making comments about a student's potential sexual performance;

5. Requesting details of a student's sexual history;
6. Requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee;
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party;
8. Inappropriate hugging, kissing, or excessive touching;
9. Providing the student with drugs or alcohol;
10. Violating written directives from school administrators regarding the employee's behavior toward a student;
11. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; and
12. Any other acts tending to show that the employee solicited sexual contact with a student.

19 TAC 153.1201(a)

Staff Development

Educator

The staff development provided by a district to an educator other than a principal must be conducted in accordance with standards developed by the district and designed to improve education in the district.

Principal

The staff development provided by a district to a principal shall be governed by Education Code 21.3541 and rules adopted under that section. [See DNB]

Education Code 21.451(a), (a-1)

Professional
Development Policy

A board shall annually review the SBEC continuing education and training clearinghouse published under Education Code 21.4514 and adopt a professional development policy that must:

1. Be guided by the recommendations for training in the clearinghouse;
2. Note any differences in the policy adopted by the district or school from the recommendations in the clearinghouse; and
3. Include a schedule of all training required for educators or other school personnel at the district or school.

To the extent of any conflict, a frequency requirement for the completion of training provided by statute prevails over a frequency requirement for that training included in the professional development policy.

Education Code 21.4515(a), (b)

Note: SBEC must publish the continuing education and training clearinghouse not later than June 1, 2022.

A district must adopt its professional development policy for district personnel not later than August 1, 2022.

Requirements for
Training

In designing staff development for educators other than principals, a district must use procedures that, to the greatest extent possible, ensure the training included in the staff development:

1. Incorporates proactive instructional planning techniques using a framework that:
 - a. Provides flexibility in the ways:
 - (1) Information is presented;
 - (2) Students respond or demonstrate knowledge and skills; and

- (3) Students are engaged;
 - b. Reduces barriers in instruction;
 - c. Provides appropriate accommodations, supports, and challenges; and
 - d. Maintains high achievement expectations for all students, including students with disabilities and students of limited English proficiency; and
2. Integrates inclusive and evidence-based instructional practices for all students, including students with disabilities.

Staff development shall be predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus-level committee.

A district may use district-wide staff development that has been developed and approved through the district-level decision process. [See BQA and BQB, as appropriate]

Education Code 21.451(a-2), (b), (c)

Optional Training

Staff development may include training in:

1. Technology and digital learning; and
2. Positive behavior intervention and support strategies, including classroom management, district discipline policies, and the Student Code of Conduct.

Technology and digital learning training must:

1. Discuss basic technology proficiency expectations and methods to increase an educator's digital literacy; and
2. Assist an educator in the use of digital technology in learning activities that improve teaching, assessment, and instructional practices.

Staff development may include instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school.

Education Code 21.451(d)(1), (d-3), (g)

Required Training

Staff development must include training on:

1. Suicide prevention;
2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution; and

3. Preventing, identifying, responding to, and reporting incidents of bullying.

Required training above must be provided in accordance with the board's professional development policy and use a best practice-based program recommended by the Health and Human Services Commission under Education Code 38.351 [see FFEB]. Required training may include two or more topics listed together.

Education Code 21.451(d)(3), (d-1)

*Instruction of
Students with
Disabilities*

Definition

"Student with a disability" means a student who is:

1. Eligible to participate in a school district's special education program under Education Code 29.003;
2. Covered by Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794); or
3. Covered by the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

Education Code 21.001(4)

Requirements

Staff development must include training that is evidence-based, as defined by Section 8101, Every Student Succeeds Act (20 USC 7801), and that:

1. Relates to the instruction of students with disabilities, including students with disabilities who also have other intellectual or mental health conditions; and
2. Is designed for educators who work primarily outside the area of special education.

A district is required to provide the training to an educator who works primarily outside the area of special education only if the educator does not possess the knowledge and skills necessary to implement the individualized education program developed for a student receiving instruction from the educator. A district may determine the time and place at which the training is delivered.

In developing or maintaining the training, a district must consult with persons with expertise in research-based practices for students with disabilities, including colleges, universities, private and nonprofit organizations, regional education service centers, qualified district personnel, and any other persons identified as qualified by the district, regardless of whether the training is provided at the campus or district level.

Education Code 21.451(d)(2), (e)-(f)

*Suicide
Prevention*

The required suicide prevention training may be satisfied through independent review of suicide prevention training material that complies with the guidelines developed by TEA and is offered online. *Education Code 21.451(d-2); 19 TAC 153.1013(d)*

Suicide prevention programs on TEA's list of recommended best practice-based programs [see FFEB] must include components that provide for training school counselors, teachers, nurses, administrators, and other staff, as well as law enforcement officers and social workers who regularly interact with students, to:

1. Recognize students at risk of attempting suicide, including students who are or may be the victims of or who engage in bullying;
2. Recognize students displaying early warning signs and a possible need for early mental health or substance abuse intervention, which warning signs may include declining academic performance, depression, anxiety, isolation, unexplained changes in sleep or eating habits, and destructive behavior toward self and others;
3. Intervene effectively with students described above by providing notice and referral to a parent or guardian so appropriate action, such as seeking mental health or substance abuse services, may be taken by a parent or guardian; and
4. Assist students in returning to school following treatment of a mental health concern or suicide attempt.

A district shall provide training described in the components above for teachers, school counselors, principals, and all other appropriate personnel. A district is required to provide the training at an elementary school campus only to the extent that sufficient funding and programs are available. A school district may implement a program on TEA's list of recommended best practice-based programs [see FFEB] to satisfy this training requirement.

If a district provides the training, a district shall require completion in accordance with the district's professional development policy and maintain records that include district employees who participated in the training.

Education Code 38.351(e), (g), (h); 19 TAC 153.1013

Staff Development
Account

A district that receives resources from the commissioner of education's staff development account must pay to the commissioner for deposit in the account an amount equal to one-half of the cost of the resources provided to the district. *Education Code 21.453(c)*

**Child Abuse,
Trafficking, and
Maltreatment**

A district's methods for increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children [see District Improvement Plan at BQ and Sexual Abuse, Trafficking, and Maltreatment Policies and Programs at FFG] must include training concerning prevention techniques for and recognition of sexual abuse, sex trafficking, and all other maltreatment of children, including the sexual abuse, sex trafficking, and other maltreatment of children with significant cognitive disabilities.

The training must be provided in accordance with the district's professional development policy and as part of new employee orientation to all new employees.

The training must include:

1. Factors indicating a child is at risk for sexual abuse, trafficking, or other maltreatment;
2. Warning signs indicating a child may be a victim of sexual abuse, trafficking, or other maltreatment;
3. Internal procedures for seeking assistance for a child who is at risk for sexual abuse, trafficking, or other maltreatment, including referral to a school counselor, a social worker, or another mental health professional;
4. Techniques for reducing a child's risk of sexual abuse, trafficking, or other maltreatment; and
5. Information on community organizations that have relevant research-based programs and that are able to provide training or other education for district staff, students, and parents.

A district must maintain records that include staff members who participated in the training.

To the extent that resources are not yet available from TEA or the commissioner of education, districts shall implement the policies and trainings with existing or publicly available resources. The district may also work in conjunction with a community organization to provide the training at no cost to the district.

Education Code 38.0041(c)–(f); 19 TAC 61.1051(d)

**Trauma-Informed
Care**

A district's efforts to increase awareness and implementation of trauma-informed care must include training to new and existing employees in accordance with the district's professional development policy. [See BQ, FFBA] *Education Code 38.036(c)*

Student Discipline

Each principal or other appropriate administrator who oversees student discipline shall, at least once every three school years, attend professional development training regarding Education Code Chapter 37, Subchapter G. The professional development shall include training relating to the distinction between a discipline management technique used at the principal's discretion under Education Code 37.002(a) and the discretionary authority of a teacher to remove a disruptive student under Education Code 37.002(b) [see FOA].

The professional development training may be provided in coordination with an education service center through the use of distance learning methods, such as telecommunications networks, and using available TEA resources.

Education Code 37.0181

Test Administration Training

The commissioner may require training for district employees involved in the administration of assessment instruments. The commissioner may only require the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1), (b-2)*

Cybersecurity Training

Employees identified by the district with access to a district computer system or database and who use a computer to perform at least 25 percent of the employee's required duties must complete a cybersecurity training program selected by the board. The district, in consultation with its cybersecurity coordinator, shall determine how frequently employees must complete the training. [See CQB] *Gov't Code 2054.5191(a-1); Education Code 11.175(g)*

Special Programs Training

Teacher Literacy
Achievement
Academies
(Reading
Academies)

A district shall ensure that:

1. Not later than the 2022–23 school year, each classroom teacher in kindergarten or first, second, or third grade and each principal at a campus with kindergarten or first, second, or third grade has attended a teacher literacy achievement academy developed under Education Code 21.4552; and
2. Each classroom teacher and each principal initially employed in a grade level or at a campus described above for the 2022–23 school year or a subsequent school year has attended a

teacher literacy achievement academy developed under Education Code 21.4552 by the end of the teacher's or principal's first year of placement in that grade level or campus.

Education Code 28.0062(a)(2)

[See EHAB for kindergarten–grade 3 reading standards.]

Gifted and Talented
Education

A district shall ensure that:

1. Before assignment to the program for gifted students, teachers who provide instruction and services that are part of the program have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessment of student needs, and curriculum and instruction for gifted students.
2. Teachers without the required training who provide instruction and services that are part of the gifted/talented program complete the 30-hour training requirement within one semester.
3. Teachers who provide instruction and services that are part of a program for gifted students receive a minimum of six hours annually of professional development in gifted education.
4. Administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

19 TAC 89.2

Elective Bible
Course

A teacher of an elective Bible course offered under Education Code 28.011 [see EMI] must hold a certificate in language arts, social studies, or history that qualifies the teacher to teach at the grade level at which the course is offered with, where practical, a minor in religious or biblical studies. The teacher must successfully complete staff development training developed by the commissioner for elective Bible courses. An elective Bible course may be taught only by a teacher who has successfully completed the commissioner's training under Education Code 21.459. *Education Code 28.011(f)*

Texas English
Language
Proficiency
Assessment
System Training

The employee assigned to oversee the administration of the Texas English Language Proficiency Assessment System (TELPAS) at a district campus may, with discretion, require other district employees involved in administering the TELPAS to complete training or online calibration activities described by Education Code 21.4571(a). An employee may not be required to complete a training or online calibration activity in one sitting. *Education Code 21.4571(b), (c)*

**Automated External
Defibrillators**

A district shall, in accordance with its professional development policy, make available to employees and volunteers instruction in the principles and techniques of cardiopulmonary resuscitation and the use of an automated external defibrillator (AED).

Each school nurse, assistant school nurse, athletic coach or sponsor, physical education instructor, marching band director, cheer-leading coach, and any other employee specified by the commissioner, and each student who serves as an athletic trainer, must:

1. Participate in the instruction; and
2. Receive and maintain certification in the use of an AED from the American Heart Association, the American Red Cross, or a similar nationally recognized association.

Education Code 22.902

**Extracurricular
Activity Safety
Training**

The following persons must satisfactorily complete an extracurricular activity safety training program in accordance with the district's professional development policy:

1. A coach, trainer, or sponsor for an extracurricular athletic activity; and
2. A director responsible for a school marching band.

The safety training program must include:

1. Certification of participants by the American Red Cross, the American Heart Association, or a similar organization or by the University Interscholastic League;
2. Current training in:
 - a. Emergency action planning;
 - b. Communicating effectively with 9-1-1 emergency service operators and other emergency personnel; and
 - c. Recognizing symptoms of potentially catastrophic injuries, including head and neck injuries, concussions, injuries related to second impact syndrome, asthma attacks, heatstroke, cardiac arrest, and injuries requiring use of a defibrillator; and
3. A safety drill that incorporates the training and simulates various injuries described above.

Education Code 33.202(b), (c); 19 TAC 76.1003

Records

A superintendent shall maintain complete and accurate records of the district's compliance and the district shall make available to the

public proof of compliance for each person employed by or volunteering for the district who is required to receive safety training.

A campus that is determined by a superintendent to be out of compliance with the safety training requirements shall be subject to the range of penalties determined by the UIL.

Education Code 33.206; 19 TAC 76.1003(e)

Steroids

A district shall require that each employee who serves as an athletic coach at or above the seventh grade level for an extracurricular athletic activity sponsored or sanctioned by the UIL complete:

1. The educational program developed by the UIL regarding the health effects of steroids; or
2. A comparable program developed by the district or a private entity with relevant expertise.

Education Code 33.091(c-1)

Concussions

At least once every two years, the following employees shall take a training course from an authorized provider in the subject matter of concussions:

1. A coach of an interscholastic athletic activity shall take a course approved by the UIL.
2. An athletic trainer who serves as a member of a district's concussion oversight team shall take a course approved by the Texas Department of Licensing and Regulation (TDLR) or a course approved for continuing education credit by the licensing authority for athletic trainers.
3. A school nurse or licensed health-care professional, other than an athletic trainer, who serves as a member of a district's concussion oversight team shall take a course approved by the UIL, TDLR, or the appropriate licensing authority for the profession.

The employee must submit proof of timely completion of an approved course to the superintendent or designee. A school nurse or licensed health-care professional who is not in compliance with these training requirements may not serve on a concussion oversight team in any capacity. [See FM]

Education Code 38.158

**Seizure Recognition
and Related First Aid**

A school nurse employed by a district must complete a TEA-approved online course of instruction for school nurses regarding managing students with seizure disorders that includes information about seizure recognition and related first aid.

A district employee, other than a school nurse, whose duties at the school include regular contact with students must complete a TEA-approved online course of instruction for school personnel regarding awareness of students with seizure disorders that includes information about seizure recognition and related first aid.

Education Code 38.033(a), (b)

[See FFAF for information about a seizure management and treatment plan.]

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LOCAL)

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Staff Development

The District has chosen not to grant teachers equivalency time toward required training hours for attendance at workshops, conferences, or other professional training planned or sponsored by professional associations.

PERSONNEL POSITIONS

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(LEGAL)

Principal	A board, by local policy, shall adopt qualifications for principals. <i>Education Code 11.202(c)</i>
Qualifications	
Certification	State Board for Educator Certification (SBEC) rules establish the requirements for receiving a principal certificate and for first-time principals in Texas. <i>19 TAC Ch. 241</i>
Duties	<p>The principal shall be the instructional leader of the school and shall be provided with adequate training and personnel assistance to assume that role. <i>Education Code 11.202(a)</i></p> <p>A principal shall:</p> <ol style="list-style-type: none">1. Approve all teacher and staff appointments for the campus. [See DK]2. Set specific education objectives for the campus, through the planning process.3. Develop budgets for the campus.4. Assume administrative responsibility and instructional leadership, under the supervision of the superintendent, for discipline at the campus.5. Assign, evaluate, and promote all personnel assigned to the campus.6. Recommend to the superintendent the termination, suspension, or nonrenewal of an employee assigned to the campus.7. Perform any other duties assigned by the superintendent pursuant to board policy.8. Regularly consult with the campus-level committee in the planning, operation, supervision, and evaluation of the campus educational program. [See BQ series]9. Each school year, with the assistance of the campus-level committee, develop, review, and revise the campus improvement plan. [See BQ]10. For high school principals, serve, or appoint someone to serve, as deputy voter registrar for the county in which the school is located. <i>Election Code 13.046; 1 TAC 81.7</i> <p><i>Education Code 11.202(b), .253(c), (h)</i> [See also DMA]</p>
Principal's Report to Superintendent	A principal must notify the superintendent not later than the seventh business day after the date:
<i>Educators</i>	<ol style="list-style-type: none">1. Of an educator's termination of employment or resignation following an alleged incident of misconduct under Education Code 21.006(b); or

PERSONNEL POSITIONS

DP
(LEGAL)

2. The principal knew about an educator's criminal record under Education Code 21.006(b)(1).

Education Code 21.006(b-2); 19 TAC 249.14(e) [See Required Reports at DHB(LEGAL)]

*Noncertified
Employees*

A principal must notify the superintendent not later than the seventh business day after the date of a noncertified employee's termination or resignation following allegations that the employee:

1. Abused or otherwise committed an unlawful act with a student or minor; or
2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.

Education Code 22.093(e) [See Principal Notification at DHC(LEGAL)]

*Sanctions and
Administrative
Penalty*

SBEC determines whether to impose sanctions, including an administrative penalty, against a principal who fails to provide notification to a superintendent. *Education Code 21.006(f), 22.093(i); 19 TAC 249.14(e), (h)*

If a principal is required to notify a superintendent about an educator's criminal record or alleged incident of misconduct and fails to provide the notice by the required date, SBEC may impose an administrative penalty of not less than \$500 and not more than \$10,000. SBEC may not renew the certification of an educator against whom an administrative penalty is imposed until the penalty is paid. *Education Code 21.006 (i)*

Criminal Offense

A principal required to notify a superintendent about an employee's criminal record or alleged incident of misconduct commits a state jail felony if the principal fails to provide the notice by the required date with intent to conceal an educator's criminal record or alleged incident of misconduct. *Education Code 21.006(j), 22.093(k)*

School Nurse

Minimum Salary
Schedule

For purposes of the minimum salary schedule, a school nurse is an educator employed to provide full-time nursing and health-care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse education, licensure, and practice and has been issued a license to practice professional nursing in Texas. *19 TAC 153.1022(a)(1)(D)*

Licensed Vocational
Nurse

The practice of vocational nursing must be performed under the supervision of an RN, physician, physician assistant, podiatrist, or dentist. *Occupations Code 301.353*

PERSONNEL POSITIONS

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(LEGAL)

Nursing Peer
Review Committee

Supervision is the process of directing, guiding, and influencing the outcome of an individual's performance of an activity. 22 TAC 217.11(2)

“Nursing peer review committee” includes a committee established under the authority of the governing body of a political subdivision for the purpose of conducting peer review.

A person shall establish a nursing peer review committee to conduct nursing peer review under Occupations Code Chapter 303 and Chapter 301:

1. For vocational nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses; and
2. For professional nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses, at least four of whom are RNs.

A person required to establish a nursing peer review committee under this section may contract with another entity to conduct peer review for the person.

Occupations Code 303.001(4), .0015

Note: Education Code 33.002 regarding certified school counselors applies only to school districts that apply for, receive, and allocate funds under Education Code 33.002(a).

**Certified School
Counselor**

A district with 500 or more students enrolled in elementary school grades shall employ a certified school counselor for each elementary school and at least one school counselor for each 500 elementary school students [see DBA].

A district with fewer than 500 students enrolled in elementary school grades shall provide guidance and counseling services to elementary school students by any of the following methods:

1. Employing a part-time certified school counselor.
2. Employing a part-time teacher who is also certified as a school counselor.
3. Entering into a shared services agreement with one or more other districts to share a certified school counselor.

Education Code 33.002

Note: Education Code 33.006 applies to all districts that employ school counselors.

School Counselor
Duties

The primary responsibility of a school counselor is to counsel students to fully develop each student's academic, career, personal, and social abilities. In addition, a school counselor shall:

1. Participate in planning, implementing, and evaluating a comprehensive developmental guidance program to serve all students and to address the special needs of students who are:
 - a. At risk of dropping out of school, becoming substance abusers, participating in gang activity, or committing suicide;
 - b. In need of modified instructional strategies; or
 - c. Gifted and talented, with emphasis on identifying and serving gifted and talented students who are educationally disadvantaged;
2. Consult with students' parents or guardians and make referrals as appropriate in consultation with parents or guardians;
3. Consult with school staff, parents, and other community members to help them increase the effectiveness of students' education and promote student success;
4. Coordinate people and resources in the school, home, and community;
5. With the assistance of school staff, interpret standardized test results and other assessment data that help a student make educational and career plans;
6. Deliver classroom guidance activities or serve as a consultant to teachers conducting lessons based on the school's guidance curriculum; and
7. Serve as an impartial, non-reporting resource for interpersonal conflicts and discord involving two or more students, including accusations of bullying under Education Code 37.0832.

Nothing in item 7, above, exempts a school counselor from any mandatory reporting requirements imposed by other provisions of law.

School Counselor
Policy

A board shall adopt a policy that requires a school counselor to spend at least 80 percent of the school counselor's total work time

on duties that are components of the district's comprehensive school counseling program under Education Code 33.005. [See FFEA] Time spent in administering assessment instruments or providing other assistance in connection with assessment instruments, except time spent in interpreting data from assessment instruments, is not considered time spent on counseling.

Each school in the district shall implement the policy. A copy of the policy shall be maintained in the office of each school in the district and made available on request during regular school hours to district employees, parents of district students, and the public.

Exception

If a board determines that, because of staffing needs in the district or at a school in the district, a school counselor must spend less than 80 percent of the school counselor's total work time on duties that are components of the district's comprehensive school counseling program, the policy shall:

1. Include the reasons why the counselor needs to spend less than 80 percent of the counselor's work time on duties that are components of the counseling program;
2. List the duties the counselor is expected to perform that are not components of the counseling program; and
3. Set the percentage of work time that the counselor is required to spend on components of the counseling program.

*Counselor
Contracts*

A district may not include a provision in an employment contract with a school counselor under Education Code Chapter 21 that conflicts with the policy or, except as provided below, has the effect of authorizing a school principal or school district superintendent to require a school counselor to generally perform duties that are not primarily related to a counseling function.

A district that complies with the exception above may not include a provision in an employment contract under Education Code Chapter 21 with an affected school counselor that has the effect of requiring the counselor to generally perform a duty that is not primarily related to a counseling function unless the duty is specified in the district's policy as required above.

*Annual
Assessment*

A district shall annually assess its compliance with its school counselor policy and, on request by the commissioner, provide a written copy of the assessment to the Texas Education Agency (TEA) on or before the date specified by the commissioner.

Education Code 33.006

Nonphysician Mental Health Professional

A school district may employ or contract with one or more nonphysician mental health professionals.

In this section, “nonphysician mental health professional” means:

1. A psychologist licensed to practice in this state and designated as a health-service provider;
2. An RN with a master's or doctoral degree in psychiatric nursing;
3. A licensed clinical social worker;
4. A professional counselor licensed to practice in this state; or
5. A marriage and family therapist licensed to practice in this state.

Education Code 38.0101

Note: For information about mental health treatment, including counseling, see FFEA.

School Psychological Services

The Texas Behavioral Health Executive Council (TBHEC) has authority over the delivery of school psychological services in public schools. Recognizing the purview of the State Board of Education (SBOE) and TEA in safeguarding the rights of school children in Texas, the TBHEC adopts and enforces rules establishing multidisciplinary team decision making, hierarchy of supervision, regulatory provisions, and past traditions of school psychological service delivery both nationally and in Texas. Incorporating these factors allow for rules that reflect the occupational distinctions between the delivery of school psychological services in public schools and psychological services in the private sector. *22 TAC 465.38(a)*

Licensed Specialist in School Psychology (LSSP)

Licensed specialist in school psychology (LSSP) means a person who holds a license to engage in the practice of psychology under Occupations Code 501.260. *Occupations Code 501.002(2)*

School psychological services may be provided in Texas public schools only by LSSPs and interns and post-doctoral fellows working towards licensure as a psychologist. *22 TAC 465.38(e)*

Scope of Practice

An LSSP is trained to address psychological and behavioral problems manifested in and associated with educational systems by utilizing psychological concepts and methods in programs or actions that attempt to improve the learning, adjustment and behavior of students. These activities include, but are not limited to:

1. Addressing special education eligibility;

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(LEGAL)

2. Conducting manifestation determinations;
3. Assisting with the development and implementation of individual educational programs (IEPs);
4. Conducting behavioral assessments; and
5. Designing and implementing behavioral interventions and supports.

The assessment of emotional or behavioral disturbance, solely for educational purposes, using psychological techniques and procedures is considered the practice of school psychology.

An LSSP may not provide psychological services in any context or capacity outside of a public or private school.

22 TAC 465.38(b), (c)

Standards

The delivery of school psychological services in Texas public schools shall be consistent with nationally recognized standards for the practice of school psychology. *Occupations Code 501.260(c); 22 TAC 465.38(b)(3)*

Notice of
Assignment or
Subcontract

An LSSP who contracts with a school to provide school psychological services must notify the school of any intent or plan to subcontract or assign those services to another provider prior to entering into the agreement. An LSSP shall be responsible for ensuring the school psychological services delivered comply with TBHEC standards. *22 TAC 465.38 (e)(3)*

Compliance with
Applicable
Education Laws

LSSPs shall comply with all applicable state and federal laws affecting the practice of school psychology, including, but not limited to:

1. Texas Education Code;
2. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g;
3. Individuals with Disabilities Education Act (IDEA), 20 U.S.C. 1400 et seq.;
4. Texas Public Information Act, Texas Government Code, Chapter 552;
5. Section 504 of the Rehabilitation Act of 1973; and
6. Americans with Disabilities Act (ADA) 42 U.S.C. 12101.

22 TAC 465.38 (f)

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

SECTION E: INSTRUCTION

EA	INSTRUCTIONAL GOALS AND OBJECTIVES
EB	SCHOOL YEAR
EC	SCHOOL DAY
ED	ORGANIZATION OF INSTRUCTION
EE	INSTRUCTIONAL ARRANGEMENTS
EEA	Grouping for Instruction
EEB	Class Size
EEC	Scheduling for Instruction
EED	Student Schedules
EEH	Homebound Instruction
EEJ	Individualized Learning
EEL	Contracts with Outside Agencies
EEM	Juvenile Residential Facilities
EEP	Lesson Plans
EF	INSTRUCTIONAL RESOURCES
EFA	Instructional Materials
EFB	Library Materials
EH	CURRICULUM DESIGN
EHA	Basic Instructional Program
EHAA	Required Instruction (All Levels)
EHAB	Required Instruction (Elementary)
EHAC	Required Instruction (Secondary)
EHAD	Elective Instruction
EHB	Special Programs
EHBA	Special Education
EHBAA	Identification, Evaluation, and Eligibility
EHBAB	ARD Committee and Individualized Education Program
EHBAC	Students in Non-District Placement
EHBAD	Transition Services
EHBAE	Procedural Requirements
EHBAF	Video/Audio Monitoring
EHBB	Gifted and Talented Students
EHBC	Compensatory/Accelerated Services
EHBD	Federal Title I
EHBE	Bilingual Education/ESL
EHBF	Career and Technical Education
EHBG	Prekindergarten
EHBH	Other Special Populations

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SECTION E: INSTRUCTION

EHBI	Adult and Community Education
EHBJ	Innovative and Magnet Programs
EHBK	Other Instructional Initiatives
EHBL	High School Equivalency
EHBM	Travel Study
EHBN	Honors
EHD	Alternative Methods for Earning Credit
EHDA	Summer School
EHDB	Credit by Examination with Prior Instruction
EHDC	Credit by Examination without Prior Instruction
EHDD	College Course Work/Dual Credit
EHDE	Distance Learning
EHDF	Local Remote Learning Program
EI	ACADEMIC ACHIEVEMENT
EIA	Grading/Progress Reports to Parents
EIAA	Examinations
EIAB	Makeup Work
EIB	Homework
EIC	Class Ranking
EID	Honor Rolls
EIE	Retention and Promotion
EIF	Graduation
EK	TESTING PROGRAMS
EKB	State Assessment
EKBA	English Learners/Emergent Bilingual Students
EKC	Reading Assessment
EKD	Mathematics Assessment
EL	CAMPUS OR PROGRAM CHARTERS
ELA	Partnership Charters
EM	MISCELLANEOUS INSTRUCTIONAL POLICIES
EMA	Academic Freedom
EMB	Teaching About Controversial Issues
EMD	Ceremonies and Observances
EMG	Non-Service Animals
EMI	Study of Religion

INSTRUCTIONAL RESOURCES

EF
(LEGAL)

School Library

A district possesses significant discretion to determine the content of its school libraries. A district must, however, exercise its discretion in a manner consistent with the First Amendment.

Removal of Library
Materials

Students' First Amendment rights are implicated by the removal of books from the shelves of a school library. A district shall not remove materials from a library for the purpose of denying students access to ideas with which the district disagrees. A district may remove materials because they are pervasively vulgar or based solely upon the educational suitability of the books in question.

Bd. of Educ. v. Pico, 457 U.S. 853 (1982)

**Instructional
Materials**

Instructional materials selected for use in the public schools shall be furnished without cost to students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment [see CMD]. *Education Code 31.001*

Parental Access

A parent is entitled to:

1. Review all teaching materials, instructional materials, including while the child is participating in virtual or remote learning, and other teaching aids used in the classroom of the parent's child;
2. Review each test administered to the child after the test is administered; and
3. Observe virtual instruction while the parent's child is participating in virtual or remote learning to the same extent the parent would be entitled to observe in-person instruction of the child.

A district shall make teaching materials and tests readily available for parental review and may specify reasonable hours for such review.

*Taking Home
Materials*

A student's parent is entitled to request that a district allow the student to take home any instructional materials used by the student. Subject to the availability of the instructional materials, a district or school shall honor the request. A student who takes home instructional materials must return the instructional materials to school at the beginning of the next school day if requested to do so by the student's teacher.

*Students Without
Reliable Access
to Technology*

A district must provide the instructional materials to the student in printed format if the student does not have reliable access to technology at the student's home. This requirement does not require a

district to purchase printed copies of instructional materials that the district would not otherwise purchase. A district may comply with this requirement by providing the student a printout of the relevant electronic instructional materials.

*Learning
Management
System or Online
Portal*

A district that uses a learning management system or any online learning portal to assign, distribute, present, or make available instructional materials as defined by Education Code 31.002 [see EFA] to students shall provide login credentials to the system or portal to each student's parent.

Education Code 26.006

**Information
Collection and
Access**

U.S. ED–Funded
Surveys

*Consent
Required*

No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education (ED), to submit to a survey, analysis, or evaluation that reveals information concerning the topics listed at Protected Information, below, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent. *20 U.S.C. 1232h(b)*

*Parental
Inspection*

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material, that will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. ED shall be available for inspection by the parents or guardians of the children. *20 U.S.C. 1232h(a)*

Information
Collection Funded
by Other Sources

Policies

Except as provided by 20 U.S.C. 1232h(a) or (b) [see U.S. ED Funded Surveys, above], as a condition of receiving funds for a program funded in whole or in part by the U.S. ED, a district shall develop and adopt policies, in consultation with parents, pursuant to 20 U.S.C. 1232h(c)(1), regarding the following:

1. The parent's right to inspect a survey created by a third party before the survey is administered or distributed by a school to the student and any applicable procedures for granting a request by a parent for reasonable access to such survey within a reasonable period of time after the request is received.
2. A district's arrangements to protect student privacy in the event a survey containing one or more of the items listed under Protected Information, below, is administered or distributed to a student.
3. The parent's right to inspect any instructional material used in the educational curriculum for the student and any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received.

4. The administration of physical examinations or screenings that a district may administer to the student.
5. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. This provision does not apply to use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as recruiters, book clubs, curriculum and instructional materials used by schools, sale by students of products or services to raise funds for school-related or education-related activities, or student recognition programs.
6. The parent's right to inspect any instrument used in collection of personal information in item 5 above, before the instrument is administered and any applicable procedures for granting a request by a parent for reasonable access to such instrument within a reasonable period of time after the request is received.

A district need not develop and adopt new policies if TEA or the district had in place, on January 8, 2002, policies covering the requirements of 20 U.S.C. 1232h(c)(1). [See CRD, FFAA, FL, and FNG]

*Parental
Notification*

A district shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of the students enrolled in schools served by the district. At a minimum, a district shall:

1. Provide notice at least annually, at the beginning of the school year and within a reasonable time after any substantive change in the policies; and
2. Offer an opportunity for the parent to opt the student out of participation in an activity described below.

A district shall directly notify the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when activities, described below, are scheduled or expected to be scheduled. The following activities require notification under this section:

1. Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information.
2. The administration of any survey containing one or more items described at Protected Information, below.

INSTRUCTIONAL RESOURCES

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3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or of other students.

20 U.S.C. 1232h(c)(1)–(4) [See FFAA]

Protected
Information

Protected information addressed by 20 U.S.C. 1232h includes:

1. Political affiliations or beliefs of the student or the student's parents.
2. Mental and psychological problems of the student or the student's family.
3. Sex behavior and attitudes.
4. Illegal, anti-social, self-incriminating, and demeaning behavior.
5. Critical appraisals of other individuals with whom respondents have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or student's parent.
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

20 U.S.C. 1232h(b), (c)(1)(B)

“Personal
Information”
Defined

The term “personal information” means individually identifiable information, including a student's:

1. First and last name;
2. Home or physical address, including street name and city or town;
3. Telephone number; or
4. Social security identification number.

20 U.S.C. 1232h(c)(6)(E)

Purpose

As a condition of accreditation, a district shall provide instruction in the essential knowledge and skills at appropriate grade levels in the foundation and enrichment curriculum. *Education Code 28.002(c); 19 TAC 74.1(b)*

A district shall ensure that all children in the district participate actively in a balanced curriculum designed to meet individual needs. *Education Code 28.002(g)*

Instruction may be provided in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade-level standards. *19 TAC 74.2*

A primary purpose of the public school curriculum is to prepare thoughtful, informed citizens who understand the importance of patriotism and can function productively in a free enterprise society with appreciation for the fundamental democratic principles of our state and national heritage.

A district shall require the teaching of informed American patriotism, Texas history, and the free enterprise system in the adoption of instructional materials for kindergarten through grade 12, including the founding documents of the United States. In providing instruction required by the State Board of Education under Education Code 28.002(h-1), regarding the founding documents of the United States, a district shall use those documents as part of the instructional materials for the instruction.

Education Code 28.002(h), (h-6)

Required Curriculum

Foundation
Curriculum

A district that offers kindergarten through grade 12 shall offer a foundation curriculum that includes:

1. English language arts and reading;
2. Mathematics;
3. Science; and
4. Social studies, consisting of Texas, United States, and world history; government; geography; and economics with emphasis on the free enterprise system and its benefits.

Education Code 28.002(a)(1); 19 TAC 74.1(a)(1)

Enrichment
Curriculum

A district that offers kindergarten through grade 12 shall offer an enrichment curriculum that includes:

1. Languages other than English, to the extent possible. American Sign Language is a language for these purposes and the district may offer an elective course in the language;
2. Health, with emphasis on:
 - a. Physical health, including the importance of proper nutrition and exercise;
 - b. Mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making; and
 - c. Suicide prevention, including recognizing suicide-related risk factors and warning signs;
3. Physical education;
4. Fine arts;
5. Career and technical education;
6. Technology applications;
7. Religious literature, including the Hebrew Scriptures (Old Testament) and New Testament, and its impact on history and literature; and
8. Personal financial literacy.

Education Code 28.002(a)(2), (e); 19 TAC 74.1(a)(2)

Digital Citizenship

The State Board of Education by rule shall require each district to incorporate instruction in digital citizenship into the district's curriculum, including information regarding the potential criminal consequences of cyberbullying.

"Cyberbullying" has the meaning assigned by Education Code 37.0832. [See FFI]

"Digital citizenship" means the standards of appropriate, responsible, and healthy online behavior, including the ability to access, analyze, evaluate, create, and act on all forms of digital communication.

Education Code 28.002(z)

Positive Character
Traits

Beginning with the 2021–22 school year, districts are required to provide instruction in the essential knowledge and skills for positive character traits outlined in 19 Administrative Code Chapter 120, Subchapter A at least once in the following grade bands: kindergarten–grade 2, grades 3–5, grades 6–8, and grades 9–12.

Districts may provide the required instruction in a variety of arrangements, including through a stand-alone course or by integrating the positive character traits standards in the essential knowledge and skills for one or more courses or subject areas at the appropriate grade levels.

19 TAC 120.1

Local Credit

A district may offer courses for local credit, at its discretion, in addition to those in the required curriculum, but it may not delete or omit instruction in the foundation and enrichment curricula specified above. *Education Code 28.002(f); 19 TAC 74.1(b)*

Local Instructional Plan

A district's local instructional plan may draw on state curriculum frameworks and program standards as appropriate. A district is encouraged to exceed minimum requirements of law and State Board rule.

Major Curriculum Initiatives

Before the adoption of a major curriculum initiative, including the use of a curriculum management system, a district must use a process that:

1. Includes teacher input;
2. Provides district employees with the opportunity to express opinions regarding the initiative; and
3. Includes a meeting of the board at which information regarding the initiative is presented, including the cost of the initiative and any alternatives that were considered; and members of the public and district employees are given the opportunity to comment regarding the initiative.

Education Code 28.002(g)

Common Core State Standards

A district may not use common core state standards to comply with the requirement to provide instruction in the essential knowledge and skills at appropriate grade levels. A district may not be required to offer any aspect of a common core state standards curriculum. "Common core state standards" means the national curriculum standards developed by the Common Core State Standards Initiative. *Education Code 28.002(b-1), (b-3), (b-4)*

Scope and Sequence

In adopting a recommended or designated scope and sequence for a subject in the required curriculum under Education Code 28.002(a) in a particular grade level, a district shall ensure sufficient time is provided for teachers to teach and students to learn the essential knowledge and skills for that subject and grade level [see DG]. *Education Code 28.0027(a)*

Coordinated Health Programs

TEA shall make available to each district one or more coordinated health programs in elementary, middle, and junior high school. Each program must provide for coordinating education and services related to:

1. Physical health education, including programs designed to prevent obesity, cardiovascular disease, oral diseases, and Type 2 diabetes and programs designed to promote the role of proper nutrition;
2. Mental health education, including education about mental health conditions, mental health well-being, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making;
3. Substance abuse education, including education about alcohol abuse, prescription drug abuse, and abuse of other controlled substances;
4. Physical education and physical activity; and
5. Parental involvement.

Education Code 38.013; 19 TAC 102.1031(a)

A district shall participate in appropriate training to implement TEA's coordinated health program and shall implement the program in each elementary, middle, and junior high school in the district. *Education Code 38.014*

Coordinated school health programs that are developed by districts and that meet TEA criteria may be approved and made available as approved programs. Districts must use materials that are proven effective, such as TEA-approved textbooks or materials developed by nationally recognized and/or government-approved entities. *19 TAC 102.1031(c)*

Physical Education

Each district shall establish specific objectives and goals the district intends to accomplish through the physical education curriculum. The physical education curriculum must be sequential, developmentally appropriate, and designed, implemented, and evaluated to enable students to develop the motor, self-management, and other skills, knowledge, attitudes, and confidence necessary to participate in physical activity throughout life.

A physical education course shall:

1. Offer students an opportunity to choose among many types of physical activity in which to participate;
2. Offer students both cooperative and competitive games; and

3. Be an enjoyable experience for students.

On a weekly basis, at least 50 percent of a physical education class shall be used for actual student physical activity and the activity shall be, to the extent practicable, at a moderate or vigorous level.

Student/Teacher
Ratio

The objectives and goals shall include, to the extent practicable, student/teacher ratios [see EEB] that are small enough to enable the district to:

1. Carry out the purposes of and requirements for the physical education curriculum; and
2. Ensure the safety of students participating in physical education.

If a district establishes a student to teacher ratio greater than 45 to 1 in a physical education class, the district shall specifically identify the manner in which the safety of the students will be maintained.

Education Code 25.114, 28.002(d); 19 TAC 74.37

Classification for
Physical Education

A district shall classify students for physical education on the basis of health into one of the following categories:

1. Unrestricted—not limited in activities.
2. Restricted—excludes the more vigorous activities. Restricted classification is of two types:
 - a. Permanent—A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the impairment and the expectations for physical activity for the student.
 - b. Temporary—Students may be restricted from physical activity of the physical education class. A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the temporary impairment and the expected amount of time for recovery. During recovery time, the student shall continue to learn the concepts of the lessons but shall not actively participate in the skill demonstration.
3. Adapted and remedial—specific activities prescribed or prohibited for students as directed by a member of the healing arts licensed to practice in Texas.

19 TAC 74.31

**School Health
Advisory Council**

A board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. *Education Code 28.004(a)* [See BDF regarding composition of the SHAC and FFA regarding federal wellness requirements.]

Duties

The SHAC's duties include recommending:

1. The number of hours of instruction to be provided in:
 - a. Health education in kindergarten through grade 8; and
 - b. If the district requires health education for high school graduation, health education, including physical health education and mental health education, in grades 9 through 12.
2. Policies, procedures, strategies, and curriculum appropriate for specific grade levels designed to prevent physical health concerns, including obesity, cardiovascular disease, Type 2 diabetes, and mental health concerns, including suicide, through coordination of:
 - a. Health education, which must address physical health concerns and mental health concerns to ensure the integration of physical health education and mental health education;
 - b. Physical education and physical activity;
 - c. Nutrition services;
 - d. Parental involvement;
 - e. Instruction on substance abuse prevention;
 - f. School health services, including mental health services;
 - g. A comprehensive school counseling program under Education Code 33.005 [see FFEA];
 - h. A safe and healthy school environment; and
 - i. School employee wellness;
3. Appropriate grade levels and methods of instruction for human sexuality instruction;
4. Strategies for integrating the curriculum components specified by item 2, above, with the following elements in a coordinated school health program:

- a. School health services, including physical health services and mental health services, if provided at a campus by the district or by a third party under a contract with the district;
 - b. A comprehensive school counseling program under Education Code 33.005 [see FFEA];
 - c. A safe and healthy school environment; and
 - d. School employee wellness;
5. If feasible, joint use agreements or strategies for collaboration between the district and community organizations or agencies. Any agreement entered into based on a recommendation of the SHAC must address liability for the district and community organization;
 6. Strategies to increase parental awareness regarding:
 - a. Risky behaviors and early warning signs of suicide risks and behavioral health concerns, including mental health disorders and substance use disorders; and
 - b. Available community programs and services that address risky behaviors, suicide risks, and behavioral health concerns.
 7. Appropriate grade levels and curriculum for instruction regarding opioid addiction and abuse and methods for administering an opioid antagonist; and
 8. Appropriate grade levels and curriculum for instruction regarding child abuse, family violence, dating violence, and sex trafficking, including likely warning signs that a child may be at risk for sex trafficking, provided that the local SHAC's recommendations under this provision do not conflict with the essential knowledge and skills developed by the State Board of Education.

Education Code 28.004(c), (n)

Policy
Recommendations

The SHAC shall consider and make policy recommendations to the district concerning the importance of daily recess for elementary school students. The SHAC must consider research regarding unstructured and undirected play, academic and social development, and the health benefits of daily recess in making the recommendations. The SHAC shall ensure that local community values are reflected in any policy recommendation made to the district concerning the importance of daily recess for elementary school students.

Education Code 28.004(l)

	<p>The SHAC shall make policy recommendations to the district to increase parental awareness of suicide-related risk factors and warning signs and available community suicide prevention services. <i>Education Code 28.004(o)</i></p>
Complaints	<p>A parent may use the grievance procedure at FNG concerning a complaint of a violation of Education Code 28.004. <i>Education Code 28.004(i-1)</i></p>
Human Sexuality Instruction	<p>“Human sexuality instruction,” “instruction in human sexuality,” and “instruction relating to human sexuality” include instruction in reproductive health.</p>
Definitions	<p>“Curriculum materials” includes the curriculum, teacher training materials, and any other materials used in providing instruction.</p> <p><i>Education Code 28.004(p)</i></p>
Board Selection	<p>The board shall determine the specific content of a district’s instruction in human sexuality. <i>Education Code 28.004(h)</i></p> <p>The board shall select any instruction relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) with the advice of the SHAC. The instruction must:</p> <ol style="list-style-type: none">1. Present abstinence as the preferred choice of behavior for unmarried persons of school age;2. Devote more attention to abstinence than to any other behavior;3. Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, infection with HIV or AIDS, and the emotional trauma associated with adolescent sexual activity;4. Direct adolescents to a standard of behavior in which abstinence before marriage is the most effective way to prevent pregnancy, sexually transmitted diseases, and infection with HIV or AIDS; and5. Teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates, if instruction on contraception and condoms is included in the curriculum. <p><i>Education Code 28.004(e)</i></p>
Notice to Parents	<p>Before each school year, a district shall provide written notice to a parent of each student enrolled in the district of the board’s deci-</p>

sion regarding whether the district will provide human sexuality instruction to district students. If instruction will be provided, the notice must include:

1. A statement informing the parent of the human sexuality instruction requirements under state law;
2. A detailed description of the content of the district's human sexuality instruction and a general schedule on which the instruction will be provided;
3. A statement of the parent's right to:
 - a. At the parent's discretion, review or purchase a copy of curriculum materials as provided by Education Code 28.004(j) [see EFA];
 - b. Remove the student from any part of that instruction without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and
 - c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;
4. A statement that any curriculum materials in the public domain used for the district's human sexuality instruction must be posted on the district's internet website, if the district has an internet website, and the internet website address at which the curriculum materials are located; and
5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in human sexuality instruction, including information regarding the SHAC.

Education Code 28.004(i)

Parent Consent
Before Instruction

Before a student may be provided with human sexuality instruction, a district must obtain the written consent of the student's parent. A request for written consent may not be included with any other notification or request for written consent provided to the parent, other than the notice provided under Education Code 28.004(i), described above, and must be provided to the parent not later than the 14th day before the date on which the human sexuality instruction begins. The requirements in this paragraph expire August 1, 2024. *Education Code 28.004(i-2)–(i-3)*

Condoms

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

- Separate Classes If a district provides human sexuality instruction, it may separate students according to sex for instructional purposes. *Education Code 28.004(g)* [See FB regarding single-sex classes under Title IX.]
- Adoption of Instructional Materials The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's human sexuality instruction. The policy must require:
1. The board to adopt a resolution convening the local SHAC for the purpose of making recommendations regarding the curriculum materials;
 2. The local SHAC to:
 - a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and
 - b. Provide the adopted recommendations to the board at a public meeting of the board; and
 3. The board, after receipt of the local SHAC's recommendations under item 2, above, to take action on the adoption of the recommendations by a record vote at a public meeting.
- Before adopting curriculum materials for the district's human sexuality instruction, the board shall ensure that the curriculum materials are:
1. Based on the advice of the local SHAC;
 2. Suitable for the subject and grade level for which the curriculum materials are intended; and
 3. Reviewed by academic experts in the subject and grade level for which the curriculum materials are intended.

Education Code 28.004(e)–(e-1), (e-3)

Abuse Prevention Instruction

Adoption of Instructional Materials

Any course materials relating to the prevention of child abuse, family violence, dating violence, and sex trafficking shall be selected by the board with the advice of the local SHAC.

The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking. The policy must require:

1. The board to adopt a resolution convening the SHAC for the purpose of making recommendations regarding the curriculum materials;

2. The SHAC to:
 - a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and
 - b. Provide the adopted recommendations to the board at a public meeting of the board; and
3. The board, after receipt of the SHAC's recommendations, to take action on the adoption of the recommendations by a record vote at a public meeting.

Board Selection

Before adopting curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, the board shall ensure that the curriculum materials are:

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

The board shall determine the specific content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including the essential knowledge and skills addressing these topics developed by the State Board of Education.

Education Code 28.004(q)-(q-1), (q-3)-(q-4)

Notice to Parents

Before each school year, a district shall provide written notice to a parent of each student enrolled in the district of the board's decision regarding whether the district will provide instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking to district students. If instruction will be provided. The notice must include:

1. A statement informing the parent of the requirements under state law regarding instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;
2. A detailed description of the content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;
3. A statement of the parent's right to:

- a. At the parent's discretion, review or purchase a copy of curriculum materials [see below at Availability of Instructional Materials];
 - b. Remove the student from any part of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and
 - c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;
4. A statement that any curriculum materials in the public domain used for the district's instruction regarding the prevention of child abuse, family violence, dating violence, and sex trafficking must be posted on the district's internet website address at which the curriculum materials are located; and
 5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including information regarding the local SHAC.

Parent Consent
Before Instruction

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

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

Education Code 28.004(q-5)–(q-6)

**Availability of
Materials for Human
Sexuality Instruction
and Abuse Prevention
Instruction**

Curriculum materials proposed to be adopted for the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking must be made available as provided below, except copyrighted materials must be provided as described by items (2)(a) or (2)(c), as applicable.

A district shall make all curriculum materials used in human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking available by:

1. For curriculum materials in the public domain:
 - a. Providing a copy of the curriculum materials by mail or email to a parent of a student enrolled in the district on the parent's request; and
 - b. Posting the curriculum materials on the district's internet website, if the district has an internet website; and
2. For copyrighted curriculum materials, allowing a parent of a student enrolled in the district to:
 - a. Review the curriculum materials at the student's campus at any time during regular business hours;
 - b. Purchase a copy of the curriculum materials from the publisher as provided by the district's purchase agreement for the curriculum materials; or
 - c. Review the curriculum materials online through a secure electronic account in a manner that prevents the curriculum materials from being copied and that otherwise complies with copyright law.

For purchase agreements entered into, amended, or renewed on or after September 1, 2021, if a district purchases from a publisher copyrighted curriculum materials for use in the district's human sexuality instruction, the district shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the district may purchase a copy of the curriculum materials from the publisher at a price that does not exceed the price per unit paid by the district for the curriculum materials.

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

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

Character Education A district must adopt a character education program that includes the following positive character education traits and personal skills:

1. Courage;
2. Trustworthiness, including honesty, reliability, punctuality, and loyalty;
3. Integrity;
4. Respect and courtesy;
5. Responsibility, including accountability, diligence, perseverance, self-management skills, and self-control;
6. Fairness, including justice and freedom from prejudice;
7. Caring, including kindness, empathy, compassion, consideration, patience, generosity, charity, and interpersonal skills;
8. Good citizenship, including patriotism, concern for the common good and the community, responsible decision-making skills, and respect for authority and the law;
9. School pride; and
10. Gratitude.

In developing or selecting a character education program under Education Code 29.906, a district shall consult with a committee selected by the district that consists of parents of district students, educators, and other members of the community, including community leaders.

The provisions above do not require or authorize proselytizing or indoctrinating concerning any specific religious or political belief.

Education Code 29.906

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the District's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

Identification

Child Find

A district shall ensure that all children residing within the district who have disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to:

1. Homeless children;
2. Children who are wards of the state;
3. Children attending private schools;
4. Highly mobile children (including migrant children); and
5. Children who are suspected of being in need of special education but who are advancing from grade to grade.

20 U.S.C. 1412(a)(3)(A); 34 C.F.R. 300.111(a)(1)(i), (c)

*Private School
Students*

A district shall conduct a timely and meaningful consultation with private school representatives regarding the child find process and the provision of special education and related services to children enrolled in private schools in the district.

A district shall undertake activities similar to those undertaken for public school children and shall complete the child find process for children enrolled in private schools in a time period comparable to that for other students attending public schools in the district.

20 U.S.C. 1412(a)(10)(A)(ii)–(iv) [See EHBAC regarding students in nondistrict placement.]

*Preschool
Students*

A district shall develop a system to notify district residents with children who are at least three and younger than six and who are eligible for enrollment in a special education program of the availability of the program. *Education Code 29.009*

**Requests and
Referrals for
Evaluation**

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. *20 U.S.C. 1414(a)(1)(E)*

Referral of students for a full individual and initial evaluation for possible special education services shall be a part of a district's overall general education referral or screening system. Either a parent, TEA, another state agency, or the district may initiate a request for an initial evaluation.

District Obligation to
Refer

Students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial; remedial; compensatory; response to evidence-based intervention; and other academic or behavior support services. A student is not required to be provided with interventions for any

specific length of time prior to a referral being made or a full individual and initial evaluation being conducted. If the student continues to experience difficulty in the general classroom with the provision of interventions, district personnel must refer the student for a full individual and initial evaluation. A referral for a full individual and initial evaluation may be initiated at any time by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

19 TAC 89.1011(a)

Parental Request

If a parent submits a written request to a district's director of special education services or to a district administrative employee for a full individual and initial evaluation of a student, the district shall, not later than the 15th school day after the date the district receives the request:

1. Provide the parent with prior written notice of its proposal to conduct an evaluation consistent with 34 C.F.R. 300.503, a copy of the procedural safeguards notice required by 34 C.F.R. 300.504, and an opportunity to give written consent for the evaluation; or
2. Provide the parent with prior written notice of its refusal to conduct an evaluation consistent with 34 C.F.R. 300.503, and a copy of the procedural safeguards notice required by 34 C.F.R. 300.504.

19 TAC 89.1011(b); Education Code 29.004(c); 20 U.S.C. 1414(a)(1); 34 C.F.R. 300.301

Notice of Rights

A reasonable time before a district proposes or refuses to initiate the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student, the district shall provide written notice to the student's parent or guardian. *20 U.S.C. 1415(b)(3); 34 C.F.R. 300.503(a)* [See EHBAE]

Initial Evaluation
Required

A district shall conduct a full individual and initial evaluation before the initial provision of special education and related services. *20 U.S.C. 1414(a)(1)(A)*

*Consent for Initial
Evaluation*

Before a district conducts an initial evaluation, it shall make reasonable efforts to obtain informed parental consent.

If the parent does not provide consent for an initial evaluation, or if the parent fails to respond to a request to provide consent, a district may, but is not required to, pursue the initial evaluation by utilizing due process procedures [see EHBAE], except to the extent inconsistent with state law relating to such parental consent.

Parental consent to initial evaluation shall not be construed as consent for placement for special education and related services.

20 U.S.C. 1414(a)(1)(D)(i)(I); 34 C.F.R. 300.300(b)

Wards of the
State

If the child is a ward of the state and is not residing with the child's parent, a district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation, unless:

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent;
2. The rights of the parent have been terminated; or
3. The rights of the parent to make educational decisions have been subrogated and an individual appointed by a judge to represent the student has given consent for an initial evaluation.

20 U.S.C. 1414(a)(1)(D)(iii); 34 C.F.R. 300.300(a)(2)

*Time Frame for
Completion of
Written Report*

A district must complete the written report of a full individual and initial evaluation:

1. Not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent. If a student has been absent from school during that period on three or more school days, the period must be extended by a number of school days equal to the number of school days during that period on which the student has been absent; or
2. For students under five years of age by September 1 of the school year and not enrolled in public school and for students enrolled in a private or homeschool setting, not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent.

If a district receives written consent for the evaluation from the student's parent at least 35 but less than 45 school days before the last instructional day of the school year, the written report of a full individual and initial evaluation of a student must be provided to the student's parent not later than June 30 of that year.

If a district receives written consent signed by a student's parent less than 35 school days before the last instructional day of the school year or if the district receives the written consent at least 35 but less than 45 school days before the last instructional day of the school year but the student is absent from school during that period on three or more days, the report must be completed not later

than the 45th school day following the date the district received written consent, except that the period must be extended by a number of school days equal to the number of school days during that period on which the student has been absent.

A student is considered absent for the school day if the student is not in attendance at the school's official attendance taking time or at the alternate attendance taking time set for that student. A student is considered in attendance if the student is off campus participating in an activity that is approved by the school board and is under the direction of a professional staff member of the school district or an adjunct staff member who has a minimum of a bachelor's degree and is eligible for participation in the Teacher Retirement System of Texas.

"School day" does not include a day that falls after the last instructional day of the spring school term and before the first instructional day of the subsequent fall school term.

These time frames shall not apply if the parent repeatedly fails or refuses to produce the child for the evaluation.

Transfer
Students

A district shall ensure that evaluations of children who transfer from one district to another in the same academic year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations.

If a student was in the process of being evaluated for special education eligibility by a district and enrolls in another school district before the previous district completed the full individual and initial evaluation, the new district must coordinate with the previous district as necessary and as expeditiously as possible to ensure a prompt completion of the evaluation in accordance with 34 C.F.R., 300.301(d)(2) and (e) and 300.304(c)(5).

The timelines above do not apply in such a situation if:

1. The new school district is making sufficient progress to ensure a prompt completion of the evaluation; and
2. The parent and the new school district agree to a specific time when the evaluation will be completed.

20 U.S.C. 1414(a)(1)(C), (b)(3)(D); 34 C.F.R. 300.301(c)–(e); Education Code 29.004; 19 TAC 89.1011

*Psychological
Examinations*

If a district determines that an additional examination or test is required for the initial and individual evaluation, the district shall provide the information required by Education Code 29.0041(a) and

shall obtain additional parental consent. If a parent does not give consent within 20 calendar days after the district provided the information, the parent's consent is considered denied.

The time required for a district to provide information and seek consent may not be counted toward the time frame for completion of an evaluation. [See Time Frame for Completion of Written Report, above]

Education Code 29.0041

**Eligibility and
Reevaluations**

A student is eligible to participate in a district's special education program if:

1. The student is between the ages of 3 and 21, inclusive;
2. The student has one or more of the disabilities listed in federal regulations, state law, or both; and
3. The student's disability(ies) prevents the student from being adequately or safely educated in the public schools without the provision of special services.

20 U.S.C. 1401(3); Education Code 29.003(b); 19 TAC 89.1035

Disability Definitions

To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 C.F.R. 300.8(a), subject to the provisions of 34 C.F.R. 300.8(c), Education Code 29.003, and 19 Administrative Code 89.1040. The provisions in 19 Administrative Code 89.1040 specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law. *19 TAC 89.1040*

**Visual and Auditory
Impairments**

Students with visual impairments or who are deaf or hard of hearing shall be eligible to participate in a district's special education program from birth. *19 TAC 89.1035(b); Education Code 30.002(e), .081*

**Determination of
Initial Eligibility**

Upon completion of the administration of assessments and other evaluation measures, a team of qualified professionals and the parent shall make the determination of whether the child has a disability and of the educational needs of the child.

A district shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

20 U.S.C. 1414(b)(4); 34 C.F.R. 300.306(a)

The admission, review, and dismissal (ARD) committee must make its decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement within 30 calendar days from the date of the completion

of the written full individual and initial evaluation report. If the 30th day falls during the summer and school is not in session, the student's ARD committee has until the first day of classes in the fall to finalize decisions concerning the student's initial eligibility determination, IEP, and placement, unless the full individual and initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

When a report is provided to a parent not later than June 30 as described at Time Frame for Completion of Written Report, above, the ARD committee must meet not later than the 15th school day of the following school year to consider the evaluation. If, however, an evaluation indicates that a student will need ESY services, the ARD committee must meet as expeditiously as possible.

19 TAC 89.1011(d), (e)

Consent for
Services

*Initial Provision of
Services*

A district must obtain informed consent from the parent for the initial provision of special education and related services. If the parent of a child fails to respond to a request for, or refuses to consent to, the initial provision of services, the district:

1. May not use the procedures in 34 C.F.R. part 300 subpart E (including the mediation and due process procedures) in order to obtain agreement or a ruling that the services may be provided to the child;
2. Will not be considered to be in violation of the requirement to make FAPE available to the child for the failure to provide the services for which the district requests consent; and
3. Is not required to convene an ARD meeting or develop an IEP for the child for the services.

*Revoking
Consent*

If, at any time after the provision of initial services, the parent of a child revokes consent in writing for the continued provision of services, the district:

1. May not continue to provide services to the child, but must provide prior written notice before ceasing services;
2. May not use the procedures in 34 C.F.R. part 300 subpart E in order to obtain agreement or a ruling that the services may be provided to the child;
3. Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further services; and

4. Is not required to convene an ARD meeting or develop an IEP for further provision of services.

34 C.F.R. 300.300(b)

Reevaluations

A district shall ensure that each child with a disability is reevaluated if the district determines that the educational or related services needs of the child, including improved academic achievement and functional performance, warrant a reevaluation, or if the child's parent or teacher requests a reevaluation.

Reevaluation shall occur:

1. No more than once a year, unless the parent and the district agree otherwise; and
2. At least once every three years, unless the parent and district agree that a reevaluation is unnecessary.

A district shall obtain informed parental consent before conducting a reevaluation, except that informed parental consent is not needed if the district can demonstrate that it has taken reasonable measures to obtain consent and the child's parent has failed to respond.

20 U.S.C. 1414(a)(2), (c)(3); 34 C.F.R. 300.303

Evaluation for
Change in Eligibility

A district must evaluate a child with a disability before determining that the child is no longer a child with a disability. However, an evaluation is not required before the termination of eligibility due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates under the aforementioned circumstances, a district must provide a summary of academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals. *34 C.F.R. 300.305(e); 20 U.S.C. 1414(c)(5)*

All students graduating under 19 Administrative Code 89.170 [see EIF] must be provided with a summary of academic achievement and functional performance as described above. This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C). *19 TAC 89.1070(g)*

Independent
Evaluation

The parents have a right to obtain an independent educational evaluation of their child. If a parent requests an independent evaluation, a district shall provide the parents with information regarding where one can be obtained and the district's criteria for independent evaluations.

The results of a parent-initiated independent educational evaluation, whether at public or private expense, must be considered by the district if it meets the district's criteria, in any decision made with respect to providing FAPE to the child.

*At Public
Expense*

If a parent requests an independent evaluation at public expense, the district shall, without unnecessary delay, either:

1. File a due process complaint to request a hearing to show that its evaluation is appropriate; or
2. Ensure that an independent evaluation is provided at public expense, unless the district demonstrates that the evaluation obtained by the parent did not meet district criteria.

*At Private
Expense*

If a district initiates a hearing, and the final decision is that the district's evaluation is appropriate, the parent still has a right to an independent evaluation, but not at public expense.

34 C.F.R. 300.502

**Prescription
Medication**

An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

**Admission, Review,
and Dismissal
Committee**

Each district must establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full individual and initial evaluation is conducted. The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including 34 C.F.R. 300.321.

The district is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including the responsibilities listed at 19 Administrative Code 89.1050.

19 TAC 89.1050(a); 34 C.F.R. 300.116(a), .321(a)

**Committee
Members**

A district shall ensure that each ARD committee meeting includes all of the following:

1. The parents of a student with a disability;
2. At least one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
3. At least one special education teacher or, if appropriate, at least one special education provider of the student;
4. A representative of the district who:
 - a. Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
 - b. Is knowledgeable about the general education curriculum; and
 - c. Is knowledgeable about the availability of resources of the district;
5. Other individuals who have knowledge or special expertise regarding the student at the discretion of the district or the parent;
6. An individual who can interpret the instructional implications of evaluation results, who may be a member of the ARD committee described in items 2–5;
7. The student, if appropriate;
8. For a student who is suspected to be deaf or hard of hearing, a teacher who is certified in the education of students who are deaf or hard of hearing;

9. For a student with a suspected or documented visual impairment, a teacher who is certified in the education of students with visual impairments;
10. For a student with suspected or documented deaf-blindness, a teacher who is certified in the education of students with visual impairments and a teacher who is certified in the education of students who are deaf or hard of hearing;
11. For a student with limited English proficiency, a member of the language-proficiency assessment committee (LPAC), who may also be a member as described at items 2 or 3;
12. A representative of any participating agency likely to be responsible for providing transition services for a student, as appropriate, and with the consent of the student's parents or a student who has reached the age of majority; and
13. When considering initial or continued placement of a student in a career and technical education program, a representative from career and technical education, preferably the teacher.

The special education teacher or special education provider that participates in the ARD committee meeting must be appropriately certified or licensed as required by 34 C.F.R. 300.18 and 300.156.

19 TAC 75.1023(d)(1), 89.1050(c); 20 U.S.C. 1414(d)(1)(B); 34 C.F.R. 300.321;

A district member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and the district agree in writing that the attendance is not necessary because the member's area of the curriculum or related services is not being modified or discussed during the meeting.

A district member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and the district consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

20 U.S.C. 1414(d)(1)(C); 34 C.F.R. 300.321(e)

*Regular
Education
Teacher*

If an ARD committee is required to include a regular education teacher, the regular education teacher must, to the extent practicable, be a teacher who is responsible for implementing a portion of the child's IEP. *Education Code 29.005(a)*

*Parent
Involvement*

A district shall take steps to ensure that one or both parents of a student with a disability are present at each ARD committee meeting or are afforded an opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include the purpose, time, and location of the meeting, who will be in attendance, that persons with knowledge or special expertise may be invited by either the parent or the district, and that the Part C service coordinator or other representatives of the Part C system may be invited to the initial meeting for a child previously served under a Part C early childhood intervention program); and
2. Scheduling the meeting at a mutually agreed on time and place.

If the purpose of the meeting is to consider transition services, the notice must also indicate this purpose, indicate that the district will invite the student, and identify any other agency that will be invited to send a representative.

34 C.F.R. 300.322(a)–(b); 19 TAC 89.1050(d)

*Alternative
Means of
Meeting
Participation*

If neither parent can attend an ARD meeting, the district must allow other methods of participation, such as through telephone calls or video conferencing. *20 U.S.C. 1414(f); 34 C.F.R. 300.322(c); 19 TAC 89.1050(d)*

An ARD meeting may be conducted without a parent in attendance if a district is unable to convince the parents that they should attend, but the district shall have a record of its attempts to arrange a mutually agreed on time and place, such as detailed records of telephone calls, correspondence, or visits made or attempted and the results of any of those actions. *34 C.F.R. 300.322(d)*

Meetings

A district shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability. The committee shall review each child's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once a year.

A "meeting" does not include informal or unscheduled conversations involving district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provisions if those issues are not addressed in the child's IEP. A "meeting" also does not include preparatory activities that district

personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

20 U.S.C. 1414(d)(4); 34 C.F.R. 300.116(b)(1), .324(b), (c)(1), .501(b)(3)

*Meeting at
Parent's Request*

Upon receipt of a written request for an ARD committee meeting from a parent, the school district must schedule and convene a meeting in accordance with the procedures in 19 Administrative Code 89.1050(d) or within five school days, provide the parent with written notice explaining why the district refuses to convene a meeting. *19 TAC 89.1050(e)*

Written Notice

If a parent is unable to speak English, a district must provide the parent with a written notice regarding the ARD committee meeting required under 19 Administrative Code 89.1050(d) (notice for purposes of scheduling) or (e)(2) (notice explaining why the district refuses to convene a meeting) in the parent's native language, unless it is clearly not feasible to do so. If the parent's native language is not a written language, the school district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication so that the parent understands the content of the notice. *19 TAC 89.1050(f)*

Transfer Students

In-State Transfers

When a student transfers to a new district within the state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new school district must meet the requirements of 34 C.F.R. 300.323(e) regarding the provision of special education services. The timeline for completing the requirements outlined in 34 C.F.R. 300.323(e)(1) or (2) is 30 school days from the date the student is verified as being a student eligible for special education services.

Transfers from
Another State

When a student transfers from a district in another state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new district must meet the requirements of 34 C.F.R. 300.323(f) regarding the provision of special education services. If the new district determines that an evaluation is necessary, the evaluation is considered a full individual and initial evaluation and must be completed within the timelines established by 19 Administrative Code 89.1011(c) and (e). The timeline for completing the requirements in 34 C.F.R. 300.323(f)(2), if appropriate, is 30 calendar days from the date of

the completion of the evaluation report. If the school district determines that an evaluation is not necessary, the timeline for completing the requirements outlined in 34 C.F.R. 300.323(f)(2) is 30 school days from the date the student is verified as being a student eligible for special education services.

A student with a disability who has an IEP in place from a previous in- or out-of-state district and who enrolls in a new district during the summer is not considered a transfer student for the purposes of this provision or for 34 C.F.R. 300.323(e) or (f). For these students, the new district must implement the IEP from the previous district in full on the first day of class of the new school year or must convene an ARD committee meeting during the summer to revise the student's IEP for implementation on the first day of class of the new school year.

19 TAC 89.1050(j)

Transfer of Records

The district in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous district.

The previous district shall take reasonable steps to promptly respond to the request from the new district and must furnish the new school district with a copy of the student's records, including the student's special education records, not later than the tenth working day after the date a request for the information is received by the previous school district.

20 U.S.C. 1414(d)(2)(C)(ii); 34 C.F.R. 300.323(g); 19 TAC 89.1050(j)(3)

Students Who Are Homeless or in Substitute Care

When a student who is homeless or in substitute care transfers into a district after being referred by a previous district for a special education evaluation, the receiving district must accept the referral and ensure that any written report of a full individual and initial evaluation must be completed in accordance with the timelines established in 19 Administrative Code 89.1011 (relating to Full Individual and Initial Evaluation).

When a student who is already eligible for special education and is homeless or in substitute care transfers into a district during the school year, the receiving district must ensure that it meets the student transfer requirements of 19 Administrative Code 89.1050(j) (relating to the Admission, Review, and Dismissal Committee).

19 TAC 89.1615

Military Dependents

A district shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, C* [See FDD]

Individualized Education Program

A district shall develop, review, and revise an IEP for each child with a disability. *20 U.S.C. 1412(a)(4); 34 C.F.R. 300.320(a)*

At the beginning of each school year, a district shall have in effect, for each child with a disability in its jurisdiction, an IEP. *20 U.S.C. 1414(d)(2)(A); 34 C.F.R. 300.323(a)*

The term “individualized education program” means a written statement for each student with a disability that documents the decisions of the ARD committee with respect to issues discussed at each committee meeting and includes:

1. A statement of the student’s present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the student’s progress toward the annual goals will be measured and when periodic reports on the progress of the student will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student;
5. A statement of the program modifications or supports for school personnel that will be provided for the student;
6. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate and allowable accommodations that are necessary to measure the academic achievement and functional performance of the student on state or district-wide assessments;
9. If the ARD committee determines that the student must take an alternative assessment instead of a particular regular state

or district-wide assessment, a statement of why the student cannot participate in the regular assessment and why the particular assessment selected is appropriate for the student;

10. If the ARD committee determines that a student is in need of extended school year (ESY) services, identification of the goals and objectives that will be addressed during ESY services;
11. Beginning not later than when a student reaches 14 years of age and updated annually thereafter, the ARD committee's consideration and decisions regarding the transition issues under 19 Administrative Code 89.1055(h) [see EHBAD];
12. Beginning not later than the first IEP to be in effect when the student is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate measurable postsecondary goals and transition services needed to assist the student in reaching those goals [see EHBAD];
13. Beginning not later than one year before the student reaches the age of 17, a statement that the student has been informed of the rights that will transfer to the student upon reaching the age of majority;
14. The date of the meeting;
15. The name, position, and signature of each member participating in the meeting; and
16. An indication of whether the child's parents, the adult student, if applicable, and the administrator agreed or disagreed with the decisions of the ARD committee.

20 U.S.C. 1414(d); 34 C.F.R. 300.320; Education Code 29.005(b-1), .011; 19 TAC 89.1055

The written statement of a student's IEP may be required to include only information included in the model form developed by TEA under Education Code 29.0051(a) and posted on the TEA website. A district may use the model form to comply with the requirements for an IEP under 20 U.S.C. 1414(d). *Education Code 29.005(f), .0051*

IEP Supplement

For each child who was enrolled in a district's special education program during the 2019–20 school year or the 2020–21 school year, the district shall prepare a supplement to be included with the written statement of the IEP. For more information about the re-

quired supplement, see Education Code 29.0052 and the commissioner rules, when adopted. This requirement expires September 1, 2023. *Education Code 29.0052*

Supplemental
Special Education
Services

The ARD committee of a student approved for participation in the supplemental special education services and instructional materials program shall provide to the student's parent at an ARD committee meeting for the student:

1. Information regarding the types of supplemental special education services available under the program and provided by agency-approved providers for which an account maintained under Education Code 29.042(b) for the student may be used; and
2. Instructions regarding accessing the account.

The supplemental special education services and instructional materials program (SSES) expires September 1, 2024.

Education Code 29.048

A district shall notify parents and guardians of students served by special education of the SSES program and how to apply.

A student's ARD committee may not consider a student's current or anticipated eligibility for any supplemental special education instructional materials or services that may be provided under the SSES program when developing or revising a student's IEP, when determining a student's educational setting, or in the provision of a free appropriate public education.

19 TAC 102.1601(i)-(j)

Behavioral
Intervention Plan

The ARD committee may determine that a behavior improvement plan or a behavioral intervention plan (BIP) is appropriate for a student for whom the committee has developed an IEP. If the committee makes that determination, the BIP shall be included as part of the student's IEP and provided to each teacher with responsibility for educating the student. *Education Code 29.005(g); 19 TAC 89.1055(g)*

If a behavior improvement plan or a behavioral intervention plan is included as part of a student's IEP, the committee shall review the plan at least annually and more frequently if appropriate to address the safety of the student or others or changes in a student's circumstances that may impact the student's behavior, such as:

1. The placement of the student in a different educational setting;

2. An increase or persistence in disciplinary actions taken regarding the student for similar types of behavioral incidents;
3. A pattern of unexcused absences; or
4. An unauthorized unsupervised departure from an educational setting.

Education Code 29.005(h)

Translation of IEP
into Native
Language

If the parent is unable to speak English and Spanish is the parent's native language, a district shall provide a written or audiotaped copy of the student's IEP translated into Spanish. If the parent's native language is other than Spanish or English, a district shall make a good faith effort to provide a written or audiotaped copy of the student's IEP translated into the parent's native language.

Education Code 29.005(d)

A written copy of the student's IEP translated into Spanish or the parent's native language means that all of the text in the student's IEP in English is accurately translated into the target language in written form. The IEP translated into the target language must be a comparable rendition of the IEP in English and not a partial translation or summary of the IEP in English.

An audio recording of the student's IEP translated into Spanish or the parent's native language means that all of the content in the student's IEP in English is orally translated into the target language and recorded with an audio device. A district is not prohibited from providing the parent with an audio recording of an ARD committee meeting at which the parent was assisted by an interpreter as long as the audio recording provided to the parent contains an oral translation into the target language of all of the content in the student's IEP in English.

If a parent's native language is not a written language, the district must take steps to ensure that the student's IEP is translated orally or by other means to the parent in his or her native language or other mode of communication.

Under 34 C.F.R. 300.322(f), a district must give a parent a written copy of the student's IEP at no cost to the parent. A school district meets this requirement by providing a parent with a written copy of the student's IEP in English or by providing a parent with a written translation of the student's IEP in the parent's native language as provided above.

19 TAC 89.1050(i)

Autism/Pervasive
Developmental
Disorder

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;
5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and postsecondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (ASD);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the student's developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and
11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made.

19 TAC 89.1055(e)–(f)

*Visual
Impairment*

If a district provides special education services to students with visual impairments, it shall have written procedures as required in Education Code 30.002(c)(10) (staff access to resources). *19 TAC 89.1075(b)*

*Collaborative
Process*

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions of the ARD committee concerning the required elements of the IEP shall be made by mutual agreement, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

Ten-Day Recess

When mutual agreement about all required elements of the IEP is not achieved, the parent who disagrees must be offered a single opportunity to recess and reconvene the ARD committee meeting. The period of time for reconvening the ARD committee meeting must not exceed ten school days, unless the parties mutually agree otherwise. The ARD committee must schedule the reconvened meeting at a mutually agreed upon time and place. The opportunity to recess and reconvene is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program. [See FOF]

These requirements do not prohibit the ARD committee from recessing an ARD committee meeting for reasons other than the failure to reach mutual agreement about all required elements of an IEP.

During the recess, the ARD committee members must consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons who may assist in enabling the ARD committee to reach mutual agreement.

*Failure to Reach
Agreement*

If a recess is implemented and the ARD committee still cannot reach mutual agreement, a district shall implement the IEP it has determined to be appropriate for the student. Each member of the ARD committee who disagrees with the IEP developed by the ARD committee is entitled to include a statement of disagreement in the IEP.

If the IEP is not developed by agreement, the written statement of the program must include the basis of the disagreement. Each

member of the ARD committee who disagrees with the IEP developed by the committee is entitled to include a statement of disagreement in the written statement of the program.

Education Code 29.005(c); 19 TAC 89.1050(g)

**Modification of
Existing IEP**

Changes to the IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP.

After the annual IEP meeting for a school year, the parent and district may agree not to convene an IEP meeting for the purposes of making changes to the IEP and instead may develop a written document to amend or modify the child's current IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

To the extent possible, a district shall encourage the consolidation of reevaluation meetings for the child and other ARD meetings for the child.

20 U.S.C. 1414(d)(3)(D)-(F); 34 C.F.R. 300.324(a)(4)-(6)

**Teacher Access to
IEP**

Each district must ensure that each teacher who provides instruction to a student with a disability has access to relevant sections of the student's current IEP, is informed of the teacher's specific responsibilities related to implementation of the IEP, and has an opportunity to request assistance regarding implementation of the student's IEP. *19 TAC 89.1075(c)*

**Teacher Request to
Review IEP**

Each district shall develop a process to be used by a teacher who instructs a student with a disability in a regular classroom setting:

1. To request a review of the student's IEP;
2. To provide input in the development of the student's IEP;
3. That provides for a timely district response to the teacher's request; and
4. That provides for notification to the student's parent or legal guardian of that response.

Education Code 29.001(11); 19 TAC 89.1075(d)

**Private School—
District Placed**

Student Receives
IEP

If a district places a child with a disability in a private school or facility, or refers the child to a private school or facility, as a means of carrying out the requirements of the special education laws, the district shall ensure that the child is provided special education and related services, in accordance with an individualized education program (IEP), at no cost to the parents. *20 U.S.C. 1412(a)(10)(B)(i)*

**Private School—
Parent Placed**

When a parentally placed child with a disability is referred to a district, the district shall convene an admission, review, and dismissal (ARD) committee to determine whether the district can offer the child a free appropriate public education (FAPE). If the district determines that it can offer FAPE, it is not responsible for providing educational services to the child, except that the district must develop and implement an individualized services plan (ISP). *19 TAC 89.1096(b)*

Offer of FAPE
Rejected

*Student Receives
ISP*

If a district made FAPE available to a child with a disability and the parents elected to place the child in a private school or facility, the district is not required to pay for the cost of education, including special education and related services. However, the district must develop and implement an ISP. *20 U.S.C. 1412(a)(10)(C)(i); 34 C.F.R. 300.148(a)*

FAPE Offered but
Not Provided

Reimbursement

If the parents of a child with a disability, who previously received special education and related services under the authority of a district, enroll the child in a private school without the consent or referral by the district, a court or a hearing officer may require the district to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the district had not made FAPE available to the child in a timely manner before the enrollment. This right of reimbursement is subject to the notice and other requirements set forth at *34 C.F.R. 300.148(d)*. *20 U.S.C. 1412(a)(10)(C)(ii); 34 C.F.R. 300.148(c)*

**Home School
Students**

A home school student is considered a private school student, for purposes of a district's obligations under IDEA, if the home school provides elementary or secondary education that incorporates an adopted curriculum designed to meet basic educational goals, including scope and sequence of courses, and formal review and documentation of student progress. *19 TAC 89.1096(a)(2)*

**Individualized
Services Plan (ISP)**

Each parentally placed private school child with a disability who has been designated to receive services shall have an ISP that describes the specific special education and related services that a district will provide the child.

Parentally placed private school children with disabilities may receive a different amount of services than children with disabilities in

public schools. No parentally placed private school child has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.

Decisions about the services that will be provided must be made in accordance with 34 C.F.R. 300.134(c) (consultation process) and 300.137(c) (attendance of private school representatives at services plan committee meetings). A district must make the final decisions with respect to the services to be provided.

34 C.F.R. 300.137, .138

Dual Enrollment

Parents shall have the right to “dual enroll” an eligible student age three or four in both the public school and a private school beginning on the student’s third birthday and continuing until the end of the school year in which the student turns five, or until the student is eligible to attend a district’s kindergarten program, whichever comes first, subject to the following:

1. The student’s ARD committee shall develop an IEP designed to provide the student with FAPE in the least restrictive environment (LRE).
2. From the IEP, the parent and the district shall determine which special education and/or related services will be provided to the student and the location where those services will be provided, based on the requirements concerning placement in the LRE and the policies and procedures of the district.
3. The district shall be responsible for employing and supervising the personnel providing the service, providing the needed instructional materials, and maintaining pupil accounting records. Materials and services provided shall be consistent with those provided for students enrolled only in the public school and shall remain the property of the district.

19 TAC 89.1096(c)

Responsible District

The district where a student resides is responsible for providing special education and related services to a student whose parents choose dual enrollment.

If the parents decline dual enrollment, but request an ISP, the district where the private school is located is responsible for development of the ISP for a student designated to receive services.

19 TAC 89.1096(c), (d)

Transportation

If a student has been placed by his or her parents in a private school or facility, a district shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP. *19 TAC 89.1096(e)*

District Charter Schools

A district shall serve children with disabilities attending district charter schools in the same manner as it serves children with disabilities in its other schools and shall provide federal special education funds to those schools in the same manner as it provides those funds to its other schools. *20 U.S.C. 1413(a)(5); 34 C.F.R. 300.209(b)*

Residential Facilities

Identification of
Students

If a residential facility that is licensed by appropriate state agencies is located within the district's boundaries, the district must provide special education and related services to eligible students residing in the facility.

If, after contacting the facility to offer services to eligible students with disabilities, a district determines that educational services are provided through a charter school, approved non-public school, or a facility operated private school, the district is not required to provide services. However, a district shall annually contact the facility to offer services to eligible students with disabilities.

19 TAC 89.1001(c)

District Placements

A district may contract with a public or private facility, institution, or agency inside or outside of Texas for residential placement for a student with a disability when the ARD committee determines that a residential placement is necessary for the student to receive FAPE. Contracts for residential placement must be approved by the commissioner. *Education Code 29.008(a); 19 TAC 89.1092*

If placement in a public or private residential program is necessary to provide special education and related services, the program, including non-medical care and room and board, must be at no cost to the parents. *34 C.F.R. 300.104*

If a district contracts for education services, rather than providing the services itself, it shall oversee the implementation of the student's IEP and shall annually reevaluate the appropriateness of the arrangement. *Education Code 29.008(d)*

*Additional
Placement
Requirements*

A district shall have the responsibilities set forth at 19 Administrative Code 89.1092(a)(4) regarding students in residential placements. A district must contract with residential placements in accordance with 19 Administrative Code 89.1092.

Notification

Within 30 calendar days from an ARD committee's decision to place a student in a residential education program, a district must electronically submit to TEA notice of and information regarding the placement in accordance with submission procedures specified by TEA. *19 TAC 89.1092(b)*

School for the Blind and Visually Impaired and School for the Deaf

A district shall share the cost of education (excluding the summer program) for each of its students enrolled in the Texas School for the Blind and Visually Impaired or Texas School for the Deaf.

Before considering the student's educational placement for special education services, a district shall provide each parent of a student with visual or auditory impairments the following written information regarding the Texas School for the Deaf or Texas School for the Blind and Visually Impaired:

1. The availability of programs offered.
2. The eligibility and admissions requirements.
3. The student's rights to admission and to appeal admission decisions.

Education Code 30.003(a), .004(a); 19 TAC 89.62

A district may request services through the Texas School for the Blind and Visually Impaired or the Texas School for the Deaf in accordance with 19 Administrative Code 89.1085. *19 TAC 89.1085*

Adult Prisons

If a child with a disability is convicted as an adult under state law and incarcerated in an adult prison, the child's ARD committee may modify the child's IEP or placement, notwithstanding the LRE requirements, if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

The following requirements do not apply to children with disabilities who are convicted as adults under state law and incarcerated in adult prisons:

1. Federal requirements pertaining to participation of students with disabilities in general assessments;
2. Requirements concerning transition planning and transition services, if the children's eligibility will end, because of their age, before they will be released from prison.

20 U.S.C. 1414(d)(7)

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
Furloughs	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student. In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

Community Awareness

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

Learning Opportunities

Programs for identified gifted and talented students shall be provided at all campuses. In addition, the District shall provide full-time magnet programs for students in kindergarten through grade 12 who meet locally developed criteria. Student participation is voluntary; however, once a parent has signed the child's choice of school form for attendance at a magnet school, that choice shall be binding for the school year for which it was designated. Any exceptions must be made by the Superintendent or designee in accordance with the criteria defined by the federal district court.

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**Compensatory
Education Allotment**

Census Block

On a schedule determined by the commissioner of education and in accordance with Education Code 48.104, each district shall report to the agency the census block group in which each student enrolled in the district who is educationally disadvantaged resides.
Education Code 48.104(i)

Use

At least 55 percent of the district's compensatory education funds must be used to:

1. Fund supplemental programs and services, including services provided by an instructional coach, designed to eliminate any disparity in performance on assessment instruments administered under Education Code Chapter 39, Subchapter B or disparity in the rates of high school completion between:
 - a. Students who are educationally disadvantaged and students who are not educationally disadvantaged; and
 - b. Students at risk of dropping out of school, as defined below, and all other students; or
2. Support a program eligible under Title I of the Elementary and Secondary Education Act of 1965 [see AID], and its subsequent amendments, and by federal regulations implementing that Act.

Education Code 48.104(k)

Dropout Prevention
Strategies

A district with a high dropout rate, as determined by the commissioner, shall submit a plan to the commissioner describing the manner in which the district intends to use its compensatory education allotment for developing and implementing research-based strategies for dropout prevention.

A district shall submit the plan not later than December 1 of each school year preceding the school year in which the district will receive the compensatory education allotment to which the plan applies.

A district may not spend or obligate more than 25 percent of the district's compensatory education allotment unless the commissioner approves the plan.

A district's plan shall:

1. Design a dropout recovery plan that includes career and technology education courses or technology applications courses that lead to industry or career certification;

2. Integrate into the dropout recovery plan research-based strategies to assist students in becoming able academically to pursue postsecondary education, including:
 - a. High-quality, college readiness instruction with strong academic and social supports;
 - b. Secondary to postsecondary bridging that builds college readiness skills, provides a plan for college completion, and ensures transition counseling; and
 - c. Information concerning appropriate supports available in the first year of postsecondary enrollment to ensure postsecondary persistence and success, to the extent funds are available for the purpose; and
3. Plan to offer advanced academic and transition opportunities, including dual credit courses and college preparatory courses, such as advanced placement courses.

A district may enter into a partnership with a public junior college in accordance with Education Code 29.402 [see GNC] in order to fulfill a plan.

Any program designed to fulfill a plan must comply with the requirements of Education Code 29.081(e) and (f).

Education Code 29.918

Reporting

A district shall report financial information relating to expenditure of the state compensatory education allotment under the Foundation School Program to the Texas Education Agency (TEA), according to standards for financial accounting provided in 19 Administrative Code 109.41 (relating to *Financial Accountability System Resource Guide*). Costs charged to state compensatory education shall be for programs and services that supplement the regular education program. *19 TAC 109.25(a)*

A district shall ensure that supplemental direct costs and personnel attributed to compensatory education and accelerated instruction are identified in district and/or campus improvement plans at the summary level for financial units or campuses. A district shall maintain documentation that supports the attribution of supplemental costs and personnel to compensatory education. A district must also maintain sufficient documentation supporting the appropriate identification of students in at-risk situations, under criteria established in Education Code 29.081 [see Definition of At-Risk Student, below]. *19 TAC 109.25(b)*

**Educationally
Disadvantaged
Students**

Student Eligibility

To be considered educationally disadvantaged in order to be counted to generate the compensatory education allotment pursuant to Education Code 48.104, a student must meet the income requirements for eligibility under the National School Lunch Program (NSLP), authorized by 42 U.S.C. 1751, et seq.

Districts may use the following approved methods for the purpose of receiving the compensatory education allotment pursuant to Education Code 48.104:

1. Parent certification, where the parent or guardian asserts meeting the income requirements for eligibility;
2. Direct certification, where the process by which eligible children are certified for free meals without the need for a household application based on household participation in one or more federal assistance programs; or
3. Direct verification, where public records are used to verify a student's eligibility for free or reduced-price meals when verification of student eligibility is required.

19 TAC 61.1027(a)

Virtual School
Network

Districts must request prior approval from the commissioner to claim students receiving a full-time virtual education through the state virtual school network in their counts of educationally disadvantaged students. The request must include a plan detailing the enhanced services to be delivered to full-time state virtual school network students and submitted in a manner and with a deadline specified by the commissioner. *19 TAC 61.1027(b)(3)(B)*

**Definition of At-Risk
Student**

“Student at risk of dropping out of school” includes each student who is under 26 years of age and who:

1. Except as provided by TEA rule or if retained in prekindergarten under Education Code 28.02124 [see EIE], was not advanced from one grade level to the next for one or more school years, unless the student did not advance from prekindergarten or kindergarten to the next grade level only as a result of the request of the student's parent;
2. If the student is in grades 7–12, did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year, or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;

3. Did not perform satisfactorily on a state assessment instrument and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
4. If the student is in prekindergarten, kindergarten, or grades 1–3, did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
5. Is pregnant or is a parent;
6. Has been placed in a DAEP in accordance with Education Code 37.006 during the preceding or current school year;
7. Has been expelled in accordance with Education Code 37.007 during the preceding or current school year;
8. Is currently on parole, probation, deferred prosecution, or other conditional release;
9. Was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
10. Is an emergent bilingual student, as defined by Section 29.052;
11. Is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
12. Is homeless [see FD];
13. Resided in the preceding school year or resides in the current school year in a residential placement facility in a district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation;
14. Has been incarcerated, or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Penal Code 1.07; or
15. Is enrolled in a district or a campus that is designated as a dropout recovery school under Education Code 39.0548.

Education Code 29.081(d)(1)

Regardless of the student's age, a student who participates in an adult education program provided under the adult high school charter school program is considered a "student at risk of dropping out of high school." *Education Code 29.081(d)(2)*

Local Eligibility
Criteria

In addition to students described above, a student who satisfies local eligibility criteria adopted by a board may receive compensatory education services. The number of students receiving services under local eligibility criteria during a school year may not exceed ten percent of the number of students described above who received services from the district during the preceding school year. *Education Code 29.081(g)*

**Designing and
Implementing
Services**

A district shall use student performance data from state basic skills assessment instruments and achievement tests to design and implement appropriate compensatory, intensive, or accelerated instructional services for students in the district's schools that enable the students to perform at grade level at the conclusion of the next regular school term. *Education Code 29.081(a)*

**Services After
Unsatisfactory
Performance on
State Assessments**

Accelerated
Learning Committee

A district shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments [see EKB]:

1. The third grade mathematics or reading assessment;
2. The fifth grade mathematics or reading assessment; or
3. The eighth grade mathematics or reading assessment.

Education Code 28.0211(a)

Composition

The accelerated learning committee shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. The district shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. *Education Code 28.0211(c)*

Educational Plan

An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the school year. The educational plan must be documented in writing, and a copy must be provided to the student's parent or guardian.

During the school year, the student shall be monitored to ensure that the student is progressing in accordance with the educational

plan. The district shall administer to the student the assessment instrument for the grade level in which the student is placed at the time the district regularly administers the assessment instruments for that school year.

The board shall adopt a policy consistent with the grievance procedure adopted under Education Code 26.011 [see FNG] to allow a parent to contest the content or implementation of an educational plan.

Education Code 28.0211(f)–(f-3)

*Failure in a
Subsequent
School Year*

If a student who fails to perform satisfactorily on the third, fifth, or eighth grade math or reading assessment fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the superintendent, or the superintendent's designee, shall meet with the student's accelerated learning committee to:

1. Identify the reason the student did not perform satisfactorily; and
2. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether the educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student and any additional resources are required for that student.

The superintendent's designee may be an employee of a regional education service center and may not be a person who served on the student's accelerated learning committee.

Education Code 28.0211(f-4)–(f-5)

ARD Meeting

The admission, review, and dismissal (ARD) committee of a student who does not perform satisfactorily on a third, fifth, or eighth grade math or reading assessment must meet to determine the manner in which the student will participate in an accelerated instruction program. *Education Code 28.0211(i)*

Parent Request

Each district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment to make a request for district consideration that the student be assigned to a particular classroom teacher in the applicable subject area for the subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5)*

<i>Classroom Assignment</i>	<p>A student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily on the applicable assessment instrument to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.</p> <p>In a manner consistent with federal law and notwithstanding any other law, the commissioner may waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher on the request of a district.</p> <p><i>Education Code 28.0211(n)–(n-1)</i></p>
Accelerated Instruction	<p>Each time a student fails to perform satisfactorily on a state assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade [see EKB], the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:</p> <ol style="list-style-type: none">1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or2. Provide the student supplemental instruction under Education Code 28.0211(a-4) [see below].
<i>Participation Requirements</i>	<p>Accelerated instruction provided during the following school year may require participation of the student before or after normal school hours.</p> <p>In providing accelerated instruction, a district may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:</p> <ol style="list-style-type: none">1. Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 [see EHA series] for the grade level in which the student is enrolled; or2. Recess or other physical activity that is available to other students enrolled in the same grade level.
<i>Supplemental Instruction Requirements</i>	<p>If a district receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue</p>

Plan Act of 2021 (Pub. L. No. 117-2), then supplemental instruction provided by a district must:

1. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;
2. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;
3. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;
4. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;
5. Include effective instructional materials designed for supplemental instruction;
6. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;
7. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of the district; and
8. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.

Education Code 28.0211(a-1)–(a-4)

Transportation

A district shall provide students required to attend the accelerated programs described above with transportation to those programs if the programs occur outside of regular school hours. *Education Code 28.0211(j)*

Notice to Parents of
Performance and
Accelerated
Instruction

Whenever a district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, the district shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian's native language. *Education Code 28.0211(h)*

Assessments Not
Required

Education Code 28.0211 does not require the administration of a fifth or eighth grade assessment instrument in a subject under Education Code 39.023(a) to a student enrolled in the fifth or eighth grade, as applicable, if the student:

1. Is enrolled in a course in the subject intended for students above the student's grade level and will be administered an

assessment instrument adopted or developed under Education Code 39.023(a) [see EKB] that aligns with the curriculum for the course in which the student is enrolled; or

2. Is enrolled in a course in the subject for which the student will receive high school academic credit and will be administered an end-of-course assessment instrument [see EKB] for the course.

Notwithstanding any other provision of Education Code 28.0211, the student may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student, nor may a student in grade 5 or grade 8 be denied promotion to the next grade on the basis of failure to perform satisfactorily on a reading or mathematics assessment instrument intended for use above the student's grade level.

Education Code 28.0211(o)–(p)

Accelerated
Instruction After
EOC Assessments

A district shall provide accelerated instruction to an enrolled student who has taken an end-of-course (EOC) assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school.

A district shall offer before the next scheduled administration of the assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation.

A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE]

A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results.

Education Code 29.081(b), (b-1), (b-2), (b-3), 39.025(b-1)

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(c), the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area.

Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations and must comply with the requirements for accelerated instruction provided under Education Code 28.0211 [see above].

Education Code 28.0217

<i>Effectiveness</i>	<p>A district shall evaluate and document the effectiveness of the accelerated instruction in reducing any disparity in performance on state assessment instruments or disparity in the rates of high school completion between students at risk of dropping out of school and all other district students. <i>Education Code 29.081(c)</i></p>
Dropout Recovery Education Programs	<p>A district may use a private or public community-based dropout recovery education program to provide alternative education programs for students at risk of dropping out of school. The program may be offered at a campus or through the use of an online program that leads to a high school diploma and prepares the student to enter the workforce. A campus-based dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-1)(1)–(5). An online dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-2)(1)–(8).</p> <p>Students in attendance at a dropout recovery education program shall be included in a district’s average daily attendance for funding purposes.</p> <p><i>Education Code 29.081(e)–(f)</i></p>
Communities in Schools	<p>An elementary or secondary school receiving funding under Education Code 33.156 shall participate in the Communities in Schools (CIS) program if the number of students enrolled in the school who are at risk of dropping out of school is equal to at least ten percent of the number of students in average daily attendance at the school, as determined by TEA. <i>Education Code 33.157</i></p>
Optional Extended Year Program	<p>A district may set aside an amount from the district's compensatory education allotment or may apply to the agency for funding of an extended year program. <i>Education Code 29.082(a); 19 TAC 105.1001</i></p>
Optional Flexible Year Program	<p>A district may provide an optional flexible year program (OFYP) for students who did not or are not likely to perform successfully on state assessment instruments or who would not otherwise be promoted to the next grade level. <i>Education Code 29.0821; 19 TAC 129.1029</i></p>
Optional Flexible School Day Program	<p>Notwithstanding Education Code 25.081 or 25.082, a district may apply to the commissioner to provide a flexible school day program (OFSDP) for students who:</p> <ol style="list-style-type: none">1. Have dropped out of school or are at risk of dropping out of school as defined by Education Code 29.081;

2. Attend a campus that is implementing an innovative redesign of the campus or an early college high school under a plan approved by the commissioner; or
3. As a result of attendance requirements under Education Code 25.092, will be denied credit for one or more classes in which the students have been enrolled.

Education Code 29.0822

A district may apply to the commissioner to provide an OFSDP for students, in accordance with 19 Administrative Code 129.1027.

A board must approve the application. The board must include the OFSDP as an item on the regular agenda for a board meeting in compliance with 19 Administrative Code 129.1027(h)(2) before applying to operate an OFSDP. The application shall include the information described in 19 Administrative Code 129.1027.

19 TAC 129.1027(c)

Tutorial Services

A district may provide tutorial services at district schools. If a district provides tutorial services, it shall require a student whose grade in a subject for a reporting period is lower than the equivalent of 70 on a scale of 100 to attend tutorials. [See EC for provisions on loss of class time.]

A district may provide transportation services to accommodate students who are required to attend tutorials and who are eligible for regular transportation.

Education Code 29.084

Basic Skills Programs

A district may apply to the commissioner for funding of basic skills programs for students in grade 9 who are at risk of not earning sufficient credit or who have not earned sufficient credit to advance to grade 10 and who fail to meet minimum skills levels established by the commissioner.

With the consent of a student's parent or guardian, a district may assign a student to the basic skills program.

A basic skills program may not exceed 210 instructional days and must meet the requirements set forth at Education Code 29.086.

Education Code 29.086(a)

After-School and Summer Intensive Mathematics and Science Programs

A district may provide an intensive after-school program or an intensive program during the period that school is recessed for the summer to provide mathematics and science instruction to:

1. Students who are not performing at grade level in mathematics or science to assist those students in performing at grade level;
2. Students who are not performing successfully in a mathematics course or science course to assist those students in successfully completing the course; or
3. Other students as determined by the district.

Before providing a program, a board must adopt a policy for:

1. Determining student eligibility for participating in the program that:
 - a. Prescribes the grade level or course a student must be enrolled in to be eligible; and
 - b. Provides for considering teacher recommendations in determining eligibility;
2. Ensuring that parents of or persons standing in parental relation to eligible students are provided notice of the program;
3. Ensuring that eligible students are encouraged to attend the program;
4. Ensuring that the program is offered at one or more locations in the district that are easily accessible to eligible students; and
5. Measuring student progress on completion of the program.

Education Code 29.088, .090; 19 TAC 102.1041

Mentoring Services Program

A district may provide a mentoring services program to students at risk of dropping out of school. A board may arrange for any public or nonprofit community-based organization to come to the district's schools and implement the program.

A board shall obtain the consent of a student's parent or guardian before allowing the student to participate in the program.

Education Code 29.089

Accelerated Reading Instruction Program

A district shall implement an accelerated reading instruction program that provides reading instruction that addresses reading deficiencies to each student in kindergarten, first grade, or second grade who is determined, on the basis of reading instrument results [see EKC], to be at risk for dyslexia or other reading difficulties. The district shall determine the form, content, and timing of the program.

A district shall provide additional reading instruction and intervention to each student given the seventh grade reading assessment [see EKC], as appropriate to improve the student's reading skills in the relevant areas identified through the assessment instrument.

Education Code 28.006(g), (g-1)

Intensive Program of Instruction

State Assessments

A district shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district.

The program shall be designed to:

1. Enable the student to:
 - a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or
 - b. Attain a standard of annual growth specified by a district and reported by the district to TEA; and
2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Students Receiving Special Education Services

For a student in a special education program who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a), (b), or (c), the student's admission, review, and dismissal committee shall design the program to:

1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program (IEP); and
2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Graduation Requirements

A district shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.

No Cause of Action

A district's determination of the appropriateness of an intensive program of instruction for a student is final and does not create a cause of action.

Education Code 28.0213

**College Preparatory
Courses**

Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:

1. For students at the 12th grade level whose performance on:
 - a. An end-of-course assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or
 - b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334 [Texas Success Initiative (TSI) assessment] indicates that the student is not ready to perform entry-level college coursework; and
2. To prepare students for success in entry-level college courses.

A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through an institution of higher education with which the district partners.

Faculty

Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

Notice

Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.

Credit Earned

A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).

Dual Credit

A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.

**Instructional
Materials**

Each district, in consultation with each institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code

Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.

Education Code 28.014

End-of-Course
Exam

A student enrolled in a college preparatory mathematics or English language arts course under Education Code 28.014 who satisfies the TSI college readiness benchmarks on an assessment instrument administered at the end of the course satisfies the requirements concerning and is exempt from the administration of the Algebra I or the English I and English II end-of-course assessment instruments, as applicable, as prescribed by Education Code 39.023(c) [see EKB], even if the student did not perform satisfactorily on a previous administration of the applicable end-of-course assessment instrument. A student who fails to perform satisfactorily on the assessment instrument may retake that assessment instrument or may take the appropriate end-of-course assessment instrument. *Education Code 39.025(a-1)*

**Distance Learning
and Correspondence
Courses**

Credit toward state graduation requirements may be granted for distance learning and correspondence courses only as follows:

1. The institution offering the correspondence course is The University of Texas at Austin, Texas Tech University, or another public institution of higher education approved by the commissioner of education.
2. Students may earn course credit through distance learning technologies such as satellite, internet, two-way videoconferencing, online courses, the Texas Virtual School Network (TXVSN), and instructional television.
3. The distance learning and correspondence courses must include the state-required essential knowledge and skills for such a course.

19 TAC 74.23

**Texas Virtual School
Network**

The TXVSN is a state-led initiative for online learning authorized by Education Code Chapter 30A. The TXVSN is a partnership network administered by TEA in coordination with regional education service centers (ESCs), Texas public school districts and charter schools, institutions of higher education, and other eligible entities.

The TXVSN is comprised of two components—the online school (OLS) program and the statewide course catalog.

19 TAC 70.1001(4)

**Online School
(OLS) Program**

“Online School (OLS) program” is a full-time, virtual instructional program that is made available through an approved course provider and is designed to serve students in grades 3–12 who are not physically present at school. *19 TAC 70.1001(7)*

A TXVSN OLS may serve students in grades 3–12 but may not serve students in kindergarten–grade 2.

A school district that operates a TXVSN OLS that serves students in full-time virtual instruction shall, prior to the start of each academic year, notify TEA of grade levels to be served and the total number of students to be served during that academic year. A school district may not add grade levels after the start of the school year.

A TXVSN OLS or a school district wishing to add additional grade levels to its online program shall certify that the OLS has courses sufficient to comprise a full instructional program for each additional grade level to be served by the OLS prior to serving that grade level.

School districts approved to serve as TXVSN OLSs shall follow the TEA procedures related to obtaining a campus number for the virtual campus through which they serve their TXVSN OLS students.

School districts serving as TXVSN OLSs must follow all requirements in 19 Administrative Code 70.1011.

19 TAC 70.1011

Statewide Course
Catalog

“Statewide course catalog” is a supplemental online high school instructional program available through approved providers. *19 TAC 70.1001(10)*

Course Providers

A TXVSN course provider is an entity that provides an electronic course through the TXVSN. Course providers include TXVSN OLSs and providers in the statewide course catalog. *19 TAC 70.1001(8)*

Electronic Course

“Electronic course” means an educational course in which:

1. Instruction and content are delivered primarily over the internet;
2. A student and teacher are in different locations for a majority of the student’s instructional period;
3. Most instructional activities take place in an online environment;
4. The online instructional activities are integral to the academic program;
5. Extensive communication between a student and a teacher and among students is emphasized; and
6. A student is not required to be located on the physical premises of a school district or open-enrollment charter school.

An electronic course is the equivalent of what would typically be taught in one semester. For example: English IA is treated as a single electronic course and English IB is treated as a single electronic course.

Education Code 30A.001(4); 19 TAC 70.1001(1)

OLS Eligibility

To be eligible to serve as a TXVSN OLS, a school district shall:

1. Have a current accreditation status of Accredited under 19 Administrative Code 97.1055 (Accreditation Status);
2. Be rated acceptable under Education Code 39.054;

3. Be rated at the Standard Achievement level or higher under the state financial accountability rating system under 19 Administrative Code 109.1001 (Types of Financial Accountability Ratings);
4. Have met statutory requirements for timely submission of annual audit and compliance reports, Public Education Information Management System (PEIMS) reports, and timely deposits with the Teacher Retirement System, with all records and reports reflecting satisfactory performance;
5. Be in good standing with other programs, grants, and projects administered through TEA; and
6. Have been approved to operate a TXVSN OLS as of January 1, 2013.

19 TAC 70.1009(a)

*Statewide Course
Catalog Provider
Eligibility*

To be eligible to serve as a course provider in the TXVSN statewide course catalog, a district must be rated acceptable under Education Code 39.054. A Texas school district may provide an electronic course through the TXVSN to a student enrolled in that district or school, a student enrolled in another school district or school in the state, or a student who resides in Texas who is enrolled in a school other than a public school district or charter school. *19 TAC 70.1007(a)*

*General
Requirements*

TXVSN course providers shall:

1. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance in the course at least once every 12 weeks;
2. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance at least once every three weeks if the student's performance in the course is consistently unsatisfactory, as determined by the TXVSN course provider;
3. Notify students in writing upon enrollment to participate in the TXVSN course with specific dates and details regarding enrollment;
4. Meet all federal and state requirements for educating students with disabilities;
5. Provide a contingency plan for the continuation of instructional services to all TXVSN students allowing them to complete their TXVSN courses in the event that the contract or agreement through which the electronic courses are provided

are terminated or the TXVSN courses become unavailable to students;

6. Ensure a maximum class size limit of 40 students in a single section of a course and ensure that the class size does not exceed the maximum allowed by law, as applicable, whichever is less; and
7. Meet all reporting requirements established by TXVSN central operations, including timely submission of student performance reports, course completion results, catalog data, data required to verify instructor qualifications, and all data necessary for the TXVSN Informed Choice Report required under 19 Administrative Code 70.1031 (Informed Choice Reports).

19 TAC 70.1007(c)

*Receiver District
Requirements*

A district is eligible to serve as a receiver district in the TXVSN statewide course catalog. Each TXVSN receiver district shall:

1. Register as a receiver district with TXVSN central operations;
2. Assign a qualified staff member to serve as the TXVSN coordinator;
3. Enroll a student who resides in Texas and who is enrolled in a school other than a public school district or charter school upon request by the student and/or parent or guardian; and
4. In accordance with 19 Administrative Code 74.26 (Award of Credit), award credit to a student enrolled in the district who has successfully completed all state and local requirements and received a grade that is the equivalent of 70 on a scale of 100, based upon the essential knowledge and skills for a course offered through the TXVSN statewide course catalog.

19 TAC 70.1008

Courses

All electronic courses to be made available through the TXVSN shall be reviewed and approved prior to being offered in accordance with the course requirements at 19 Administrative Code 70.1005. *19 TAC 70.1005(a)*

An electronic course or program that was offered or could have been offered during the 2008–09 school year under former Education Code 29.909, as that section existed on January 1, 2009, may be offered during a subsequent school year through the TXVSN. *Education Code 30A.006*

Student Eligibility <i>Generally</i>	<p>A student is eligible to enroll in a TXVSN course only if the student:</p> <ol style="list-style-type: none">1. On September 1 of the school year is younger than 21 years of age or is younger than 26 years of age and entitled to the benefits of the Foundation School Program under Education Code 48.003;2. Has not graduated from high school; and3. Is otherwise eligible to enroll in a public school in this state. <p>A student is eligible to enroll full-time in courses provided through the TXVSN only if:</p> <ol style="list-style-type: none">1. The student was enrolled in a public school in this state in the preceding school year;2. The student is a dependent of a member of the United States military who has been deployed or transferred to this state and was enrolled in a publicly funded school outside of this state in the preceding school year; or3. The student has been placed in substitute care in this state, regardless of whether the student was enrolled in a public school in this state in the preceding school year.
Exception for Military Dependents	<p>A student is eligible to enroll in one or more TXVSN courses or enroll full-time in courses provided through the network if the student:</p> <ol style="list-style-type: none">1. Is a dependent of a member of the United States military;2. Was previously enrolled in high school in this state; and3. No longer resides in this state as a result of a military deployment or transfer.
Provisional Enrollment	<p>If a student has not provided required evidence of eligibility to enroll, a TXVSN OLS may enroll a student provisionally for ten school days and withdraw the student from the OLS if the student does not provide the required evidence of eligibility within ten school days of the provisional enrollment.</p> <p>Upon enrolling a student provisionally, the TXVSN OLS shall notify the student and the student's parents or guardians that the student will be withdrawn if documentation is not provided within the required timeframe.</p> <p><i>Education Code 30A.002; 19 TAC 70.1013</i></p>
<i>Enrolled Students</i>	<p>A student who is enrolled in the district as a full-time student may take one or more electronic courses through the TXVSN. <i>Education Code 30A.107(b)</i></p>

*Unenrolled
Students*

A student who resides in this state but who is not enrolled in a school district or open-enrollment charter school in this state as a full-time student may, subject to Education Code 30A.155, enroll in electronic courses through the TXVSN. The student:

1. May not in any semester enroll in more than two electronic courses offered through the TXVSN;
2. Is not considered to be a public school student;
3. Must obtain access to a course provided through the network through the school district or open-enrollment charter school attendance zone in which the student resides;
4. Is not entitled to enroll in a course offered by a school district or open-enrollment charter school other than an electronic course provided through the network; and
5. Is not entitled to any right, privilege, activities, or services available to a student enrolled in a public school, other than the right to receive the appropriate unit of credit for completing an electronic course.

Education Code 30A.107(c)

*Enrollment,
Advancement,
and Withdrawal*

A student taking a course through the TXVSN statewide course catalog or a TXVSN OLS program is considered to:

1. Be enrolled in a TXVSN course when he or she begins receiving instruction and actively engages in instructional activities in a TXVSN subject area or course;
2. Have successfully completed a course if the student demonstrates academic proficiency and earns credit for the course, as determined by the TXVSN teacher; and
3. Be, and must be reported as, withdrawn from the TXVSN when the student is no longer actively participating in the TXVSN course or program.

A student taking a course through the TXVSN statewide course catalog:

1. Shall enroll in each TXVSN course through the TXVSN online registration system;
2. Shall be assigned a grade by the TXVSN teacher after the drop period established by TXVSN central operations;

3. May withdraw from a course taken through the TXVSN after the instructional start date without academic or financial penalty within the drop period established by TXVSN central operations; and
4. Shall have the grade assigned by the TXVSN teacher added to the student's transcript by the student's home district.

A student enrolled full time in grades 3–8 must demonstrate academic proficiency sufficient to earn promotion to the next grade, as determined by the TXVSN teacher for the educational program.

19 TAC 70.1015

*Compulsory
Attendance*

Texas public school students are not required to be in physical attendance while participating in courses through a TXVSN OLS or the TXVSN course catalog.

Based upon successful completion of a TXVSN course for students in grades 9–12 or a TXVSN OLS instructional program for students in grades 3–8, students are considered to have met attendance requirements for that course or program. A student who has successfully completed the grade level or course is eligible to receive any weighted funding for which the student is eligible.

For audit purposes, TXVSN course providers and TXVSN receiver districts shall maintain documentation to support the students' successful completion and to support verification of compulsory attendance.

"TXVSN receiver district" means a Texas public school district that has students enrolled in the school district who take one or more online courses through the TXVSN statewide course catalog.

19 TAC 70.1001(9), .1017

Local Policy

A district shall adopt a written policy that provides students enrolled in the district with the opportunity to enroll in electronic courses provided through the TXVSN statewide course catalog. The policy must be consistent with the requirements regarding notice, enrollment requests, and students with disabilities as described below.

A district shall, at least once per school year, send to a parent of each district student enrolled at the middle or high school level a copy of the policy. A district may send the policy with any other information that the district sends to a parent.

Education Code 30A.007; 19 TAC 70.1033

Notice

At the time and in the manner that a district informs students and parents about courses that are offered in the district's traditional

classroom setting, the district shall notify parents and students of the option to enroll in an electronic course offered through the TXVSN.

*Requests to
Enroll*

Except as provided below, a district may not deny the request of a parent of a full-time student to enroll the student in an electronic course offered through the TXVSN.

A district may deny a request to enroll a student in an electronic course if:

1. A student attempts to enroll in a course load that is inconsistent with the student's high school graduation plan or requirements for college admission or earning an industry certification;
2. The student requests permission to enroll in an electronic course at a time that is not consistent with the enrollment period established by the district providing the course; or
3. The district offers a substantially similar course.

The course provider shall make all reasonable efforts to accommodate the enrollment of a student in the course under special circumstances.

If a parent of a student requests permission to enroll the student in a TXVSN course, a district has discretion to select a course provider approved by TEA for the course in which the student will enroll based on factors including the informed choice report required by Education Code 30A.108(b).

Appeals

A parent may appeal to the commissioner a district's decision to deny a request to enroll a student in an electronic course offered through the TXVSN. The commissioner's decision under this subsection is final and may not be appealed.

Education Code 26.0031; 19 TAC 70.1008, .1035

*Students with
Disabilities*

For purposes of the policy, the determination of whether or not an electronic course will meet the needs of a student with a disability shall be made by the student's admission, review, and dismissal (ARD) committee in a manner consistent with state and federal law, including the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794. *Education Code 30A.007(b)*

*Required
Enrollment
Prohibited*

A school district or open-enrollment charter school may not require a student to enroll in an electronic course. *Education Code 30A.107(d)*

Inducements for Enrollment Prohibited	<p>A course provider may not promise or provide equipment or any other thing of value to a student or a student's parent as an inducement for the student to enroll in an electronic course offered through the TXVSN. The commissioner shall revoke approval of electronic courses offered by a course provider that violates this prohibition. The commissioner's action under this section is final and may not be appealed. <i>Education Code 30A.1052</i></p>
Course Portability	<p>A student who transfers from one educational setting to another after beginning enrollment in an electronic course is entitled to continue enrollment in the course. <i>Education Code 30A.1051; 19 TAC 70.1015(d)</i></p>
Student Assessment	<p>All Texas public school students enrolled in the TXVSN are required to take the statewide assessments as required in Education Code 39.023 [see EKB]. The administration of the assessment instrument to the student enrolled in the electronic course must be supervised by a proctor.</p> <p>A district shall report to the commissioner through the Public Education Information Management System (PEIMS) the results of assessment instruments administered to students enrolled in an electronic course offered through the TXVSN separately from the results of assessment instruments administered to other students.</p> <p>All districts participating in the TXVSN OLS program are included in the state's academic accountability system.</p> <p><i>Education Code 30A.110; 19 TAC 70.1023</i></p>
Funding	<p>A district in which a student is enrolled is entitled to funding under Education Code Chapter 48 for the student's enrollment in a TXVSN course in the same manner that the district is entitled to funding for the student's enrollment in courses provided in a traditional classroom setting, provided that the student successfully completes the electronic course.</p> <p>Funding is limited to a student's enrollment in not more than three electronic courses during any school year, unless the student is enrolled in a full-time online program that was operating on January 1, 2013.</p> <p><i>Education Code 30A.153</i></p> <p>A district may decline to pay the cost for a student of more than three yearlong electronic courses, or the equivalent, during any school year unless the student is enrolled in a full-time online program that was operating on January 1, 2013. If the district declines to pay the cost, a student is able to enroll in additional electronic courses at the student's cost. <i>Education Code 26.0031(c-1)</i></p>

Course Cost

A district may charge the course cost for enrollment in a TXVSN course to a student who resides in this state and:

1. Is enrolled in the district as a full-time student with a course load greater than that normally taken by students in the equivalent grade level in other school districts; or
2. Elects to enroll in a TXVSN course for which the district in which the student is enrolled as a full-time student declines to pay the cost as authorized by Education Code 26.0031(c-1).

A district may charge the course cost for enrollment in a TXVSN course during the summer.

A district shall charge the course cost for enrollment in a TXVSN course to a student who resides in this state and is not enrolled in a school district or open-enrollment charter school as a full-time student.

A TXVSN course cost may not exceed the lesser of the cost of providing the course or \$400.

A district may decline to pay the course costs for a student who chooses to enroll in more than three year-long electronic courses, or the equivalent, during any school year. This does not limit the ability of the student to enroll in additional electronic courses offered through the TXVSN at the student's expense.

A district that is not the course provider may charge a student enrolled in the district a nominal fee, not to exceed \$50, if the student enrolls in a TXVSN course that exceeds the course load normally taken by students in the equivalent grade level.

A course provider in the TXVSN statewide course catalog shall receive:

1. No more than 70 percent of the catalog course cost prior to a student successfully completing the course; and
2. The remaining 30 percent of the catalog course cost when the student successfully completes the course.

Education Code 30A.155(a)-(c-1); 19 TAC 70.1025

Educators of
Electronic Courses

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must be certified under Education Code Chapter 21, Subchapter B, to teach that course and grade level or meet the credentialing requirements of the institution of higher education with which they are affiliated and that is serving as a course provider.

In addition, each instructor must successfully complete one continuing professional development course specific to online learning every three years, and:

1. Successfully complete a professional development course or program approved by TXVSN central operations before teaching an electronic course offered through the TXVSN; or
2. Have a graduate degree in online or distance learning and have demonstrated mastery of the International Association for K–12 Learning (iNACOL) National Standards for Quality Online Teaching; or
3. Have two or more years of documented experience teaching online courses for students in grades 3–12 and have demonstrated mastery of the iNACOL National Standards for Quality Online Teaching.

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must meet highly qualified teacher requirements under the Elementary and Secondary Education Act, as applicable.

TXVSN course providers shall affirm the preparedness of teachers of TXVSN electronic courses to teach public school-age students in a highly interactive online classroom and shall:

1. Maintain records documenting:
 - a. Valid Texas educator certification credentials appropriate for the instructor's TXVSN assignment;
 - b. Successful initial completion of TXVSN-approved professional development, evidence of prior online teaching, or a graduate degree in online or distance learning; and
 - c. Instructors' demonstrated mastery of the iNACOL National Standards for Quality Online Teaching prior to teaching through the TXVSN;
2. Conduct and maintain records for background checks;
3. Maintain records of successful completion of continuing professional development;
4. Maintain records documenting successful completion of TXVSN-approved professional development before the end of the school year for any instructor who is hired after the school year has begun; and

5. Make the records specified in this subsection available to TEA and TXVSN central operations upon request.

19 TAC 70.1027

Revocation

The commissioner may revoke the right to participation in the TXVSN based on any of the following factors:

1. Noncompliance with relevant state or federal laws;
2. Noncompliance with requirements and assurances outlined in the contractual agreements with TXVSN central operations and/or these provisions and Education Code Chapter 30A; or
3. Consistently poor student performance rates as evidenced by results on statewide student assessments, student withdrawal rates, student completion rates, successful completion rates, or campus accountability ratings.

19 TAC 70.1029

Applicability

Unless a district chooses to participate in providing an electronic course or an electronic diagnostic assessment under Education Code Chapter 30A to a student who is located on the physical premises of a school district or open-enrollment charter school, Chapter 30A does not affect the provision of a course to such a student.

Requirements imposed by or under Education Code Chapter 30A do not apply to a virtual course provided by a district only to district students if the course is not provided as part of the TXVSN.

Education Code 30A.004

Average Daily Attendance for Certain Programs

A district may provide one or more off-campus electronic courses, an off-campus electronic program, or an instructional program that combines in-person instruction and off-campus electronic instruction to students enrolled in the district who have reasonable access to in-person services at a district or school facility. Off-campus electronic instruction for a course or program provided under this provision may be provided synchronously or asynchronously. A student enrolled in a course or program provided under this provision shall be counted toward the district's average daily attendance in the same manner as other district students. The off-campus electronic instruction for a course or program provided under this provision shall be counted for average daily attendance (ADA) in accordance with Education 48.0071 and commissioner-adopted rule. *Education Code 48.0071(a)–(b)*

[For information regarding a local remote learning program, authorized by Education Code 29.9091, see EHDF.]

Note: The local remote learning program is a specially authorized program under the Education Code. The provisions below are set to expire on September 1, 2023. For information about other remote instruction, including the TxVSN and distance learning and correspondence courses, see EHDE.

A district assigned an overall performance rating of C or higher under Education Code 39.054 [see AIA] for the preceding school year or the most recent school year in which a performance rating was assigned may operate a local remote learning program to offer virtual courses outside the state virtual school network to eligible students.

District Requirements

A district that operates a full-time local remote learning program must include in the program at least one grade level in which a state assessment instrument is required to be administered under Education Code 39.023(a), including each subject for which an assessment instrument is required or a complete high school program, including each course for which an end-of-course assessment instrument is required to be administered under Education Code 39.023(c) [see EKB].

The district must offer the option for a student's parent or person standing in parental relation to select in-person instruction for the student.

Type of Instruction

A virtual course offered under a local remote learning program may be provided through synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction; and may be provided in combination with in-person instruction as appropriate to meet the needs of individual students.

Student Eligibility

A student is eligible to enroll in a virtual course offered under a local remote learning program if the student is enrolled in a district, has reasonable access to in-person services for the course at a district facility, and meets any additional criteria, including minimum academic standards, established by the district in which the student is enrolled.

Student Performance and Attendance

A district that operates a local remote learning program shall periodically assess the performance of students enrolled in virtual courses under the program.

A district that operates a local remote learning program may not count a student for purposes of calculating the district's average

daily attendance if the student has ten or more unexcused absences in the program in a six-month period.

Education Code 29.9091(a)–(e)(1), (e)(3)

Returning a Student to In-Person Instruction

A district that operates a local remote learning program may remove a student from virtual courses under the program and return the student to in-person instruction if the district determines that the student does not meet the criteria described at Student Eligibility, above.

A district may remove a student from virtual courses only if the district establishes a process to ensure that each student and the student's parent or person standing in parental relation have sufficient notice and opportunity to provide input before the student is removed from those courses.

Education Code 29.9091(e)(2), (f)

Contract with a District

A district may contract with another district or open-enrollment charter school to allow a student enrolled in the sending district to enroll in virtual courses offered under the local remote learning program of the receiving district. A student enrolled in virtual courses under an agreement described by this provision is considered enrolled in the sending district for purposes of average daily attendance [see FEB] and accountability under Chapters 39 and 39A [see AIB].

State Assessment

A state assessment instrument administered under Education Code 39.023 or 39.025 [see EKB] to a student enrolled in a virtual course offered under a local remote learning program shall be administered to the student in the same manner in which the assessment instrument is administered to other district students.

Special Education

If a district offers virtual courses under a local remote learning program for students receiving special education services, the courses must meet the needs of a participating student in a manner consistent with Education Code Chapter 29, Subchapter A (special education program) and with federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.) and Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794).

Teacher Requirements

A teacher may not provide instruction for a virtual course offered under a full-time local remote learning program unless the teacher has completed a professional development course on virtual instruction.

A district may not directly or indirectly coerce any teacher to agree to an assignment to teach a full-time local remote learning program.

A district may not require a teacher to provide both virtual instruction and in-person instruction for a course during the same class period. The commissioner may waive this requirement for courses included in the enrichment curriculum under Education Code 28.002 [see EHAA].

**Extracurricular
Activities**

A student enrolled in a virtual course offered under a local remote learning program may participate in an extracurricular activity sponsored or sanctioned by the district in which the student is enrolled or by the University Interscholastic League in the same manner as other district students.

**Attendance
Accounting**

A student enrolled in a virtual course offered under a local remote learning program shall be counted toward the district's average daily attendance in the same manner as other district students, unless the student has ten or more unexcused absences in the program in a six-month period. The commissioner shall adopt rules providing for a method of taking attendance, once each school day, for students enrolled in a virtual course offered under a local remote learning program.

Education Code 29.9091(g)–(n)

Except for students enrolled in programs or courses offered under Education Code Chapter 30A (Texas Virtual School Network) or Education Code 48.053 (allotment for certain special purpose districts), a district may not count for purposes of calculating the district's average daily attendance a student who received virtual or remote instruction for a majority of the instructional days during the preceding school year if the student:

1. Did not achieve satisfactory performance or higher or the equivalent in the preceding school year on:
 - a. Each state assessment instrument administered to the student under Education Code 39.023 or 39.025; or
 - b. If the student was not administered a required state assessment instrument during the preceding school year, an assessment instrument designed to show grade-level proficiency in the essential knowledge and skills identified under Education Code 28.002 by the State Board of Education for the student's grade level;

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LOCAL REMOTE LEARNING PROGRAM

EHDF
(LEGAL)

2. Had a number of unexcused absences that exceeds ten percent of the number of instructional days in the preceding school year; or
3. Did not earn a grade of C or higher or the equivalent in each of the foundation curriculum courses taken virtually or remotely in the preceding school year.

Education Code 48.005(m-1)

TXVSN

Education Code Chapter 30A (Texas Virtual School Network) does not apply to a virtual course offered under a local remote learning program. Education Code 29.9091 does not prohibit a student enrolled in a district that operates a local remote learning program from enrolling in courses offered through the state virtual school network. *Education Code 29.9091(o)–(p)*

Enrollment Cap

A district that operates a local remote learning program may not enroll in the program a number of students that exceeds ten percent of the total number of students enrolled in the district during the 2021–22 school year. The commissioner may waive this provision on application by a district in response to a public health emergency.

In calculating the number of students that may be enrolled in a local remote learning program, a district shall count students who spend at least half of the student's instructional time during the 2021–22 school year or 2022–23 school year, as applicable, enrolled in virtual courses or receiving remote instruction, other than by enrollment in electronic courses offered through the state virtual school network, including students enrolled in virtual courses or who received remote instruction during the 2021–22 school year or 2022–23 school year, as applicable, because the student was:

1. Medically fragile;
2. Placed in a virtual setting by an admission, review, and dismissal committee; or
3. Receiving accommodations under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794).

Education Code 29.9091(q)–(r)

Program Evaluation

In evaluating under Education Code 39.054 (state accountability) [see AIA], the commissioner shall assign the program separate overall and domain performance ratings in accordance with Education Code 39.0549. *Education Code 39.0549(a)*

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High School Diploma A student may graduate and receive a diploma only if the student:

1. Successfully completes the curriculum requirements identified by the State Board of Education (SBOE) [see State Graduation Requirements, below], has performed satisfactorily on applicable state assessments [see EKB], and complies with the financial aid application requirements in Education Code 28.0256 [see below]; or
2. Successfully completes an individualized education program (IEP) developed under Education Code 29.005. [See EHBAB]

Education Code 28.025(c)

Note: Education Code 28.0256 applies beginning with students enrolled at the 12th grade level during the 2021–22 school year.

FAFSA Required

Before graduating from high school, each student must complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), except as provided below.

A student is not required to comply with the above provision if:

1. The student's parent or other person standing in parental relation submits a signed form indicating that the parent or other person authorizes the student to decline to complete and submit the financial aid application;
2. The student signs and submits the form described above on the student's own behalf if the student is 18 years of age or older or the student's disabilities of minority have been removed for general purposes under Family Code Chapter 31; or
3. A school counselor authorizes the student to decline to complete and submit the financial aid application for good cause, as determined by the school counselor.

If a school counselor notifies a district whether a student has complied with this section for purposes of determining whether the student meets high school graduation requirements under Education Code 28.025, the school counselor may only indicate whether the student has complied with this section and may not indicate the manner in which the student complied, except as necessary for the district to comply with the commissioner's rules.

A school counselor may not indicate that a student has not complied with this section if the district fails to provide the required form

to the student or the student's parent or other person standing in parental relation to the student.

Education Code 28.0256; 19 TAC 74.11(b)

Opt-Out Form

The board shall adopt the standard opt-out form provided by the Texas Education Agency (TEA).

The opt-out form shall be available in English, Spanish, and any other language spoken by a majority of the students enrolled in a bilingual education or special language program in the district. A district is responsible for translations not provided by TEA.

The opt-out form must include the student's signature of intent to decline to complete a financial aid application prior to the student's anticipated graduation date.

19 TAC 74.1023(c)

Notification

A district shall provide students with the notifications regarding the financial aid application requirement, in accordance with 19 Administrative Code 74.1023(d).

Proof of Submission

A district shall require one of the following methods of proof that a student has completed and submitted the FAFSA or TASFA.

For completion and submission of the FAFSA:

1. ApplyTexas Counselor Suite FAFSA data;
2. Notification from the U.S. Department of Education that demonstrates a student has completed and submitted a FAFSA; or
3. A local policy developed by a district for the method by which a student must provide proof that the student has completed a FAFSA.

A district shall develop a local policy for the method by which a student must provide proof that the student has completed a TASFA.

19 TAC 74.1023(e)

Information Submission and Confidentiality

A district shall report through the Texas Student Data System Public Education Information Management System (TSDS PEIMS) not later than December 1 of each school year for students awarded diplomas in the previous school year the number of students who completed and submitted a financial aid application and the number of students who submitted an exception.

A district shall maintain student financial aid application information securely and ensure compliance with federal law regarding the

confidentiality of student educational information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), and any state law relating to the privacy of student information [see FL].

19 TAC 74.1023(f)–(g)

Individual
Graduation
Committee

A student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258 or 19 Administrative Code 74.1025. A student's admission, review, and dismissal (ARD) committee determines whether a student is required to achieve satisfactory performance on an end-of-course (EOC) assessment to graduate. *19 TAC 74.1025(n)* [See EHBAB]

For each 11th or 12th grade student who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate as a result of an IGC decision before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
 - a. The student's parent or person standing in parental relation to the student;
 - b. A designated advocate if the parent is unable to serve; or
 - c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)–(c), (c-2); 19 TAC 74.1025(b)

A district may not establish an initial IGC for eligible students after June 10 or before the start of the next school year. Once the IGC has been established, it is the original IGC for that student.

If a student leaves a district after an original IGC has been established and before that original IGC awards a high school diploma to the student, any other district that later enrolls the student shall request information from the student's original IGC of record and shall implement the original IGC recommendations to the extent possible.

*Alternate
Members*

In the event that the teacher identified in item 2 above is unavailable, the principal shall designate as an alternate member of the committee a teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is most familiar with the student's performance in that subject area.

In the event that the individual identified above in item 3 above is unavailable, the principal shall designate as an alternate member of the committee an experienced teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is familiar with the content of and instructional practices for the applicable course.

In the event that the student's parent or person standing in parental relation to the student is unavailable to participate in the IGC, the principal shall designate an advocate with knowledge of the student to serve as an alternate member of the committee.

19 TAC 74.1025(c), (e), (g)–(i)

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

*Curriculum
Requirements*

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

*Additional
Requirements to
Graduate*

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

*English
Language
Learners*

For provisions related to an IGC and English language learners (ELL), see EKB.

Students Who
Entered Grade 9
Before the 2011–12
School Year

In accordance with Education Code 28.02541, a district may award a high school diploma to an individual who:

1. Entered grade 9 before the 2011–12 school year;
2. Successfully completed the curriculum requirements for high school graduation applicable when the individual entered grade 9;
3. Has not performed satisfactorily on the exit-level assessment instrument or part of an assessment instrument required for high school graduation, including an alternative assessment instrument offered under Education Code 39.025(c-2);
4. Has been administered at least three times the required subject-area test(s) for which the individual has not performed satisfactorily on the exit-level assessment instrument applicable to the individual when the individual entered grade 9; and

5. Meets the alternative requirements for graduation in accordance with 19 Administrative Code 74.1027(c) or the local alternative requirements approved by the board in accordance with 19 Administrative Code 74.1027(d).

19 TAC 74.1027(a); Education Code 28.02541

<i>District Determination</i>	The district in which the individual is enrolled or was last enrolled shall determine whether the individual may qualify to graduate and receive a high school diploma on the basis of the alternative requirements for graduation. <i>19 TAC 74.1027(b)</i>
<i>Alternative Requirements</i>	The alternative requirements for graduation are listed at 19 Administrative Code 74.1027(c).
<i>Local Alternative Requirements</i>	With approval by the board, a district may develop recommendations for local alternative requirements if the requirements would allow an individual to demonstrate proficiency in the content related to an examination for which the individual has not performed satisfactorily. <i>19 TAC 74.1027(d)</i>
<i>Appeals</i>	A decision regarding whether the individual qualifies to graduate and receive a high school diploma is final and may not be appealed. <i>19 TAC 74.1027(e); Education Code 28.02541</i>
<i>Documentation</i>	The district shall maintain documentation to support the decision to award or not award an individual a high school diploma. <i>19 TAC 74.1027(f)</i>
Special Education	A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. <i>19 TAC 101.3023(a)</i> [See Graduation of Students Receiving Special Education Services, below, and EKB]
Posthumous Diploma	Beginning with students who would have graduated at the end of the 2019–20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may not be issued before the graduation date of the class in which the student was enrolled at the time of death.
<i>Exception</i>	A district is not required to issue a posthumous diploma if the student was convicted of a felony offense under Title 5 or 6, Penal

Code, or adjudicated as having engaged in conduct constituting a felony offense under Title 5 or 6, Penal Code.

Education Code 28.0254

Diplomas for
Veterans

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

Education Code 28.0251

**Texas First Early
High School
Completion Program**

A district may issue a high school diploma to a student under the Texas First Early High School Completion Program if, using the standards established by TEA and the Texas Higher Education Coordinating Board and eligible institutions of higher education, the student demonstrates mastery of and early readiness for college in each of the subject areas described by the standards and in a language other than English, notwithstanding any other local or state requirements.

A student who earns a high school diploma through the program is considered to have earned a distinguished level of achievement.

Notice Upon
Enrollment

On a student's initial enrollment in high school in a grade level below grade 12 in a district, the district shall provide to the student and the student's parent or guardian information regarding the requirements to earn a high school diploma under the Texas First Early High School Completion Program and the Texas First Scholarship Program.

Education Code 28.0253(e)-(g)

**Personal Graduation
Plan**

Junior High or
Middle School PGP

A principal of a junior high or middle school shall designate a school counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for each student enrolled in the junior high or middle school who:

1. Does not perform satisfactorily on a state assessment instrument; or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade level 9, as determined by a district.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC];
4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

Education Code 28.0212

*Students
Receiving
Special
Education
Services*

For a student receiving special education services, the student's ARD committee and the district are responsible for developing the student's PGP.

A student's IEP developed under Education Code 29.005 may be used as the student's PGP.

Education Code 28.0212(c); 19 TAC 89.1050(a) [See EHBAB]

High School PGP

A principal of a high school shall designate a school counselor or school administrator to review PGP options with each student entering grade 9 together with that student's parent or guardian. The PGP options reviewed must include the distinguished level of achievement and endorsements.

Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student that identifies a course of study that:

1. Promotes college and workforce readiness and career placement and advancement; and

2. Facilitates the student's transition from secondary to postsecondary education.

A district may not prevent a student and the student's parent or guardian from confirming a PGP that includes pursuit of a distinguished level of achievement or an endorsement.

A student may amend the student's PGP after the initial confirmation of the plan. If a student amends the student's PGP, the school must send written notice to the student's parents regarding the change.

TEA must make available to a district information that explains the advantages of the distinguished level of achievement described by Education Code 28.025(b-15) and each endorsement described by Education Code 28.025(c-1). A district, in turn, shall publish the information from TEA on the internet website of the district and ensure that the information is available to students in grades nine and above and the parents or legal guardians of those students in the language in which the parents or legal guardians are most proficient.

A district is required to provide this information in the language in which the parents or legal guardians are most proficient only if at least 20 students in a grade level primarily speak that language.

Education Code 28.02121

Early Graduation

A parent is entitled to request, with the expectation that the request will not be unreasonably denied, that the parent's child be permitted to graduate from high school earlier than the child would normally graduate, if the child completes each course required for graduation. The decision of a board concerning the request is final and may not be appealed. *Education Code 26.003(a)(3)(C), (b)* [See FMH, FNG]

State Graduation Requirements

Note: For current state graduation requirements, including those for students who entered grade 9 before the 2007–08 school year but that are not otherwise referenced in this policy, see Education Code 28.025 and 19 Administrative Code Chapter 74.

Students Entering
Grade 9

To receive a high school diploma, a student entering grade 9 in the 2014–15 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 [see Foundation High School Program, below];

2. Testing requirements for graduation under 19 Administrative Code Chapter 101 [see EKB]; and
3. Demonstrated proficiency, in grade 8 or higher, as determined by the district, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement.

Education Code 28.025(c); 19 TAC 74.11(a), (d)

*Foundation High
School Program*

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts—4 credits;
2. Mathematics—3 credits;
3. Science—3 credits;
4. Social Studies—3 credits;
5. Languages other than English—2 credits;
6. Physical Education—1 credit;
7. Fine Arts—1 credit; and
8. Elective courses—5 credits.

19 TAC 74.12(a)–(b)

Endorsements

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. *19 TAC 74.13(a)*

A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;
3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

A district must make at least one endorsement available to students. A district that offers only one endorsement curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

A district shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

A district may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110–118, 126, 127, and 130 are followed.

Education Code 28.025; 19 TAC 74.13

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate

under the foundation high school program without earning an endorsement.

19 TAC 74.11(e)

*Distinguished
Level of
Achievement*

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(f)*

*Algebra II
Notification*

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);
2. The student has demonstrated equivalent knowledge as determined by the district; or
3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(j)–(k)

*Dual Credit
Courses*

Courses offered for dual credit at or in conjunction with an institution of higher education (IHE) that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge

and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(i)*

*Core Curriculum
College Courses*

A district shall permit a student to comply with the curriculum requirements under the foundation high school program by successfully completing appropriate courses in the core curriculum of an IHE. A student who has completed the core curriculum of an IHE in accordance with Education Code 61.822, as certified by the IHE in accordance with Education Code 4.28:

1. Is considered to have earned an endorsement by successfully completing the appropriate courses for that endorsement;
2. Is considered to have earned a distinguished level of achievement under the foundation high school program; and
3. Is entitled to receive a high school diploma.

19 TAC 74.11(o)

*Languages Other
Than English*

Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other than English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

A student who successfully completes a course in American Sign Language while in elementary school may satisfy one credit of the two credits required in a language other than English. *19 TAC 74.12(b)(5)(G)*

*Physical
Education
Substitutions*

*Other Physical
Activity*

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. JROTC; and

3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner of education for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
 - a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
 - b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities permitted by local district policy must include at least 100 minutes of moderate to vigorous physical activity per five-day school week.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with
Disability or
Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical

education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Education Code 28.025(b-10)–(b-11); 19 TAC 74.12(b)(6)

*Community-
Based Fine Arts
Programs*

In accordance with local district policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by the school district in which the student is enrolled.

In accordance with local policy, credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. The district must apply to the commissioner for approval of the community-based fine arts program;
2. The board must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code, Chapter 117, Subchapter C;
3. The district must document student completion of the approved activity;
4. The program must be organized and monitored by appropriately trained instructors;
5. The fine arts program may be provided on or off a school campus and outside the regular school day; and
6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

The district shall require that instructors of the community-based fine arts program provide the district, at its request, the information

necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code, Chapter 153, Subchapter DD, if the community-based program is offered on campus.

Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030

*Performance
Acknowledgments*

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student's transcript for:

1. Outstanding performance:
 - a. In a dual credit course;
 - b. In bilingualism and biliteracy;
 - c. On a College Board advanced placement test or international baccalaureate examination;
 - d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student's progress toward readiness for college and the workplace; or
 - e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or
2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

Education Code 28.025(c-5); 19 TAC 74.14

Students Who
Entered Grade 9
Before the 2014–15
School Year

*Minimum High
School Program*

All credit for graduation must be earned no later than grade 12. *19 TAC 74.61(b), .71(b)*

A student entering grade 9 prior to the 2014–15 school year who does not choose to complete the curriculum requirements for high school graduation under the foundation high school program must enroll in the courses necessary to complete the curriculum requirements for the Recommended High School Program or the Advanced/Distinguished Achievement High School Program, unless the student, the student's parent or other person standing in parental relation to the student, and a school counselor or school administrator agree in writing signed by each party that the student should be permitted to take courses under the Minimum High School Program, and the student:

1. Is at least 16 years of age;

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GRADUATION

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(LEGAL)

2. Has completed two credits required for graduation in each subject of the foundation curriculum under Education Code 28.002(a)(1); or
3. Has failed to be promoted to the tenth grade one or more times as determined by the school district.

Students with Disabilities	If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.
Applicability	<p>A student who was permitted to take courses under the Minimum High School Program prior to the 2009–10 school year may remain in the Minimum High School Program.</p> <p><i>19 TAC 74.61(c), (d), .71(c), (d)</i></p>
Requirements	<p>A student must earn at least 22 credits to complete the Minimum High School Program.</p> <p>A student who entered grade 9 in the 2012–13 or 2013–14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.</p> <p>A student who enters grade 9 before the 2012–13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D–F.</p> <p><i>Education Code 28.025; 19 TAC 74.62, .72</i></p>
<i>Recommended High School Program</i>	<p>A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Recommended High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.73.</p> <p><i>Education Code 28.025; 19 TAC 74.63, .73</i></p>
<i>Advanced / Distinguished Achievement High School Program</i>	<p>A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. <i>Education Code 28.025; 19 TAC 74.64, .74</i></p>
<i>Substitutions</i>	<p>No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. <i>19 TAC 74.63(d), .64(e), .73(d), .74(e)</i></p>
<i>AP or IB Courses</i>	<p>College Board advanced placement and international baccalaureate courses may be substituted for required courses in appropriate</p>

areas. These courses may be used as electives in all three high school graduation programs. *19 TAC 74.61(k), .71(i)*

Reading

A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:

1. Adopts policies to identify students in need of additional reading instruction;
2. Has procedures that include assessment of individual student needs and ongoing evaluation of each student's progress; and
3. Monitors instructional activities to ensure that student needs are addressed.

Reading credits may be selected from Reading I, II, or III.

19 TAC 74.61(h), .71(f)

College Courses

A student may comply with the curriculum requirements under the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program for each subject of the foundation curriculum and for languages other than English by successfully completing appropriate courses in the core curriculum of an IHE. *19 TAC 74.61(l), .71(j)*

*Physical
Education
Substitutions*

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

Other Physical
Activity

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
 - a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.

- b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities must include at least 100 minutes per five-day school week of moderate to vigorous physical activity.

No more than four substitution credits may be earned through any combination of substitutions listed above.

*Student with
Disability or
Illness*

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, or social studies for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

<i>Student with Physical Limitations</i>	<p>If a student entering grade 9 during the 2007–08 school year or thereafter is unable to comply with all of the requirements for a physical education course due to a physical limitation certified by a licensed medical practitioner, a modification to a physical education course does not prohibit the student from earning a Recommended or Advanced/Distinguished High School Program diploma. A student with a physical limitation must still demonstrate proficiency in the relevant knowledge and skills in a physical education course that do not require physical activity.</p> <p><i>Education Code 28.025(b-10)–(b-11); 19 TAC 74.62(b)(7), .63(b)(7), .64(b)(7), .72(b)(6), .73(b)(6), .74(b)(6)</i></p>
Transfers from Out-of-State or Nonpublic Schools	<p>Out-of-state or out-of-country transfer students (including foreign exchange students) and transfer students from Texas nonpublic schools are eligible to receive Texas diplomas but shall complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspondence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. <i>19 TAC 74.11(g)</i> [See EHDB, EHDC, EHDE, and EI]</p>
Graduation of Students Receiving Special Education Services	<p>Modified curriculum and modified content refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110–117, 126–128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. <i>19 TAC 89.1070(k)</i></p>
Modified Curriculum and Content	
Employability and Self-Help Skills	<p>Employability and self-help skills are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. <i>19 TAC 89.1070(i)</i></p>
Summary of Academic Achievement and Evaluation	<p>All students graduating must be provided with a summary of academic achievement and functional performance as described in 34 C.F.R. 300.305(e)(3). This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1) (evaluation to determine that the child is no longer a child with a disability), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C). Students who participate in graduation ceremonies but who are not graduating under subsections (b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C) and who will remain in school to complete their education do not have to be evaluated. <i>19 TAC 89.1070(g)–(h)</i></p>

*Students
Entering Grade 9
in or After the
2014–15 School
Year*

A student entering grade 9 in the 2014–15 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments.
2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education but the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation.
3. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments, unless the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:
 - a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district.
 - b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help

skills that do not require direct ongoing educational support of the local school district.

- c. The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.
- d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 2 or 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (j)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

- 1. Successfully completing, with or without modification of the curriculum:
 - a. The curriculum requirements identified by the SBOE for the foundation high school program; and
 - b. The additional endorsement curriculum requirements prescribed by the SBOE; and
- 2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:
 - a. Without modification of the curriculum; or
 - b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)–(c-8), 19 TAC 89.1070(c)

*Students
Entering Grade 9
Before the 2014–
15 School Year*

A student receiving special education services who entered grade 9 before the 2014–15 school year may graduate and be awarded a high school diploma under the foundation high school program in accordance with 19 Administrative Code 89.1070.

**Graduation of
Military Dependents**

Course Waiver

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

Transfers During
Senior Year

Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Substitute Passing
Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the tenth grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII, A, C [See FDD]

**Graduation of
Student Who Is
Homeless or in
Conservatorship of
DFPS**

If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

**Alternative Local
Graduation
Requirements for
Certain Individuals**

An individual who entered grade 9 before the 2011–12 school year and meets the requirements of Education Code 28.02541 [see EIF(LEGAL)] may be awarded a high school diploma if the local graduation committee determines that the individual has demonstrated proficiency in the content areas related to the assessments on which the individual has not performed satisfactorily.

**Local Graduation
Committee**

The local graduation committee for an eligible individual shall consist of the following:

1. The District chief academic officer or designee;
2. A representative of the District with knowledge of the assessments on which the individual has not performed satisfactorily and the subject areas covered by such assessments; and
3. The individual seeking graduation under these provisions.

**Alternative
Requirements**

To be eligible to graduate and receive a high school diploma under these provisions, an eligible individual must demonstrate proficiency to the satisfaction of the local graduation committee in the content areas related to the assessments on which the individual has not performed satisfactorily.

As approved by the Board, proficiency may be established through one or more of the following factors:

1. The individual's grade in each course in the subject areas applicable to the assessments on which the individual has not performed satisfactorily;
2. The individual's performance on any projects or work samples in the subject areas applicable to the assessments on which the individual has not performed satisfactorily (including any projects or work samples identified and assigned by the local graduation committee to be completed by the individual);
3. The individual's completion of career and technical education program courses;
4. The individual's industry-based license or certification issued by a state government agency, board, or institution; or
5. Any other academic, work, or life experiences determined to be relevant by the local graduation committee.

**Credit Opportunities
For Ineligible
Individuals**

Individuals who entered grade 9 before the 2011–12 school year but do not meet the course credit requirements of Education Code 28.02541 [see EIF(LEGAL)] may be offered course credit opportunities by the local graduation committee in order to establish eligibility for the alternative local graduation requirements.

Course credit opportunities offered by the local graduation committee may include credit recovery or merit-based credits. Merit-based credits may include:

1. The individual's post-secondary transcript;
2. The individual's non-Texas public school transcript; and
3. District-designated correspondence courses to allow the individual to recover credits on his or her high school transcript. These courses may be offered at the individual's expense.

Finality of Decision

The decision of the local graduation committee regarding whether an individual qualifies to graduate and receive a high school diploma is final and may not be appealed. The decision of the local graduation committee must be unanimous in order for the individual to be eligible to receive a diploma.

**Financial Aid
Application
Confirmation**

As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:

1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;
2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
3. A copy or screenshot of the FAFSA acknowledgment page;
4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

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State Assessment of Academic Skills

Every student receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code Chapter 39, Subchapter B [see Testing in Grades 3–8, below]. *Education Code 39.023(a), (c), (f); 19 TAC 101.5*

A student may not receive a high school diploma until the student has performed satisfactorily on end-of-course (EOC) assessment instruments [see End-of-Course Assessments, below]. *Education Code 39.025(a); 19 TAC 101.4001*

Emergent Bilingual Students

In grades 3–12, an emergent bilingual student, as defined by Education Code Chapter 29, Subchapter B, shall participate in the state assessment in accordance with commissioner rules at 19 Administrative Code Chapter 101, Subchapter AA. *Education Code 39.023(l), (m)* [See EKBA]

Special Education

The Texas Education Agency (TEA) shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student’s admission, review, and dismissal (ARD) committee, including assessment instruments approved by the commissioner of education that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student’s performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student’s developmental level as determined by the student’s ARD committee.

The student’s ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Education Code 39.023(b)–(c), .025(a-4)

Military Dependents

If the student is a military dependent, the district shall incorporate procedures to accept:

1. Exit or EOC exams required for graduation from the sending state;
2. National norm-referenced achievement tests; or
3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated by the receiving state for a military dependent transferring in his or her senior year, then Education Code 162.002 article VII, section C, shall apply.

*Substitute
Passing Standard*

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for achieving a score on an assessment instrument otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the grade 10 level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII [See EIF]

Administration

A district shall follow the test administration procedures established by TEA in the applicable test administration materials. A superintendent shall be responsible for administering tests. *19 TAC 101.25, .27*

Schedule

The commissioner shall specify the schedule for testing that is in compliance with Education Code 39.023(c-3) and supports reliable and valid assessments. Participation in University Interscholastic League (UIL) area, regional, or state competitions is prohibited on any days on which testing is scheduled between Monday and Thursday of the school week in which the primary administration of assessment instruments occurs.

The commissioner may provide alternate dates for the administration of tests required for a high school diploma to students who are migratory children and who are out of the state.

19 TAC 101.25

On request by a district, the commissioner may allow the district to administer an assessment instrument on the first instructional day

of a week if administering the assessment instrument on another instructional day would result in a significant administrative burden due to specific local conditions. *Education Code 39.023(c-3)*

*Alternate Test
Dates*

The commissioner shall consider requests from districts or campuses for alternate test dates on a case-by-case basis. Alternate test dates will only be allowed if the campus or district is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may affect a district's or campus's ability to administer an assessment or the students' performance on the assessment.

"Exceptional circumstances" include:

1. Inclement weather or natural disasters that would cause a district or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the commissioner may prohibit a district or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of the district, campus, and students.

19 TAC 101.5003

Test Administration
Training

The commissioner may require training for district employees involved in the administration of the assessment instruments. The commissioner may only require for the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1)–(b-2)*

**Notice to Parents
and Students**

A superintendent shall be responsible for providing written notice to each student and the student's parent or guardian of:

1. The testing requirements for grade advancement [see EIE] and the dates, times, and locations of testing. Notice of testing requirements shall be provided no later than the beginning of the student's kindergarten year, for students attending kindergarten in the district, and no later than the beginning of the student's first-grade year for all other students. The superintendent shall also provide such notice for students in grades 1–8 who are new to the district.
2. The testing requirements for graduation and the dates, times, and locations of testing. Notice of testing requirements shall be provided no later than the beginning of the student's seventh-grade year. The superintendent shall also provide such notice for students in grades 7–12 who are new to the district. Notice of the dates, times, and locations of testing shall be provided to each student who will take the tests and to out-of-school individuals.

19 TAC 101.3012

**Testing in
Grades 3–8**

Except as provided below, all students, other than students who are assessed under Education Code 39.023(b) (alternative assessment instrument) or 39.023(l) (emergent bilingual students) or exempted under Education Code 39.027, shall be assessed in:

1. Mathematics, annually in grades 3–8;
2. Reading, annually in grades 3–8;
3. Social studies in grade 8;
4. Science in grades 5 and 8; and
5. Any other subject and grade required by federal law.

Education Code 39.023(a)

Exception

For purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student's enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or
2. Is enrolled in a course for high school credit in a subject intended for students above the student's enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

For purposes of federal accountability, a grade 3–8 student who is accelerated in mathematics, reading/language arts, or science and on schedule to complete the high school end-of-course assessments in that same content area prior to high school shall be assessed at least once in high school with the ACT or the SAT.

A student is only eligible to take an assessment instrument intended for use above the student’s enrolled grade if the student is on schedule to complete instruction in the entire curriculum for that subject during the semester the assessment is administered.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument above the student’s grade level.

Education Code 28.0211(o)–(p), 39.023(a-2); 19 TAC 101.3011(a)(1)–(4)

Kindergarten
Assessment

An assessment instrument under Education Code 39.023 may not be administered to a kindergarten student except for the purpose of determining whether the student is entitled to the benefit of the Foundation School Program [see FD]. *Education Code 39.023(a-16)*

Prekindergarten
Assessment

Performance on an assessment instrument administered to students in prekindergarten may not be considered for any purpose related to Education Code Chapters 39 and 39A. *Education Code 39.0237*

Accommodations

Testing accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding testing accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible testing accommodations shall be described in the appropriate test administration materials.

The committee established by a board to determine the placement of students with dyslexia or related disorders shall determine whether any allowable modification is necessary in administering an assessment to such a student.

A student’s ARD committee shall determine the allowable accommodations and shall document them in the student’s individualized education program (IEP). [See Special Education, above]

19 TAC 101.3013; Education Code 39.023(a)–(c), (n); 34 C.F.R. 300.320(a)(6)

**End-of-Course
Assessments**

Beginning with students first enrolled in grade 9 in the 2011–12 school year, a student enrolled in a course for which an EOC assessment exists as required by Education 39.023(c) shall take the appropriate assessment. *19 TAC 101.3021(a)*

TEA shall adopt EOC assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United States history. The Algebra I EOC assessment instrument must be administered with the aid of technology, but may include one or more parts that prohibit the use of technology. The English I and English II EOC assessment instruments must each assess essential knowledge and skills in both reading and writing and must provide a single score. A district shall comply with State Board of Education rules regarding administration of the assessment instruments listed in this provision.

If a student is in a special education program, the student's ARD committee shall determine whether any allowable modification is necessary in administering to the student an assessment instrument required under this provision.

Education Code 39.023(c)

Students Enrolled
Below High School
Level

Beginning in the 2011–12 school year, a student in grade 8 or lower who takes a high school course for credit is required to take the applicable EOC assessment. The EOC assessment result shall be applied toward the student's assessment graduation requirements, as specified in 19 Administrative Code 101.3022. *19 TAC 101.3021(d)*

Assessment
Requirements for
Graduation

A student must meet satisfactory performance on an EOC assessment listed in Education Code 39.023(c) only for a course in which the student is enrolled and for which an EOC assessment instrument is administered in order to be eligible to receive a Texas diploma.

Exceptions

English I or
English II

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course's assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

Exceptions related to English I also apply to English language learners who meet the criteria in 19 Administrative Code 101.1007. [See EKBA]

Credits Earned
Prior to
Enrollment

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school district and the credit has been accepted by a Texas public school district, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011–12 spring administration, the student is not required to take the corresponding EOC assessment.

19 TAC 101.3021(e), .3022

Substitute
Assessments

The commissioner adopts certain assessments as substitute assessments that a student may use in place of a corresponding EOC assessment to meet the student's assessment graduation requirements. A satisfactory score on an approved assessment may be used in place of only one specific EOC assessment, except as provided by 19 Administrative Code 101.4002(d)(1) (student who qualifies for use of the Texas Success Initiative (TSI) as a substitute assessment and is enrolled in certain college preparatory courses).

A student at any grade level is eligible to use a substitute assessment as provided in the commissioner's chart at 19 Administrative Code 101.4002(b) if the student:

1. Was administered an approved substitute assessment for an equivalent course in which the student was enrolled;
2. Received a satisfactory score on the substitute assessment as determined by the commissioner and provided in the chart at 19 Administrative Code 101.4002(b); and
3. Using a Texas Success Initiative Assessment (TSIA) or a Texas Success Initiative Assessment, Version 2.0 (TSIA2) also meets the additional criteria of 19 Administrative Code 101.4002(d).

*TSI Additional
Criteria*

A student must meet the criteria established in 19 Administrative Code 101.4002(d) in order to qualify to use TSIA or TSIA2 as a substitute assessment.

Accountability
Testing

A student electing to substitute an assessment for graduation purposes must still take the corresponding EOC assessment required under Education Code 39.023(c) at least once for accountability purposes. If a student sits for an EOC assessment, a district may not void or invalidate the test in lieu of a substitute assessment.

A student who fails to perform satisfactorily on a PSAT, PLAN, or Aspire test (or any versions of these tests) as indicated in the chart in 19 Administrative Code 101.4003(b) must take the appropriate EOC assessment required under Education Code 39.023(c). However, a student who does not receive a passing score on the EOC assessment and retakes a PSAT, PLAN, or Aspire test (or any versions of these tests) is eligible to meet the requirements specified in 19 Administrative Code 101.4002(c).

19 TAC 101.4002

*Verification of
Results*

An eligible student is responsible for providing a district an official copy of the student's scores from the substitute assessment.

Upon receipt of official results of an approved substitute assessment, a district must:

1. Verify the student's score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the commissioner.

19 TAC 101.4005

Satisfactory
Performance

A student is required to achieve a scale score that indicates satisfactory performance, as determined by the commissioner on each EOC assessment instrument administered to the student. *Education Code 39.025(a)*

Individual
Graduation
Committee

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (IGC). [See EIF] *Education Code 28.0258, 39.025(a-5)*

Special Education

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 Administrative Code 89.1070 (Graduation Requirements) and 19 Administrative Code 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate.

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment

while enrolled in a special education program is not required to re-take and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any remaining EOC assessments that the student is required to take. If the student fails to achieve satisfactory performance on no more than two of the remaining EOC assessments, the student is eligible for IGC review under Education Code 28.0258 and is subject to the IGC provisions above. [See Individual Graduation Committee, above]

19 TAC 101.3022(f)

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a Texas high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation.

Beginning with the 2011–12 school year, all grades 9–12 students with significant cognitive disabilities who are assessed with an alternate assessment as specified in the student's IEP will be assessed using alternate versions of EOC assessments as listed in 19 Administrative Code 101.3011(b)(2).

19 TAC 101.3023(a), (b)

Credit by
Examination

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 Administrative Code 74.24. [See EHDB, EHDC] *19 TAC 101.3021(c)*

Additional State
Assessments

TEA may adopt EOC assessment instruments for courses not listed in statute, as described above. A student's performance on these EOC assessment instruments is not subject to the performance requirements established for the statutory assessments. *Education Code 39.023(c-2)*

Retakes

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. [See Satisfactory Performance, above]

A student is not required to retake a course as a condition of retaking an EOC assessment instrument.

If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to

retake the assessment if the student is required to retake the course.

Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d)

Reporting Results

To the Public

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of a board, after receipt from TEA. The information shall not contain the names of individual students or teachers. *Education Code 39.030(b)*

To the Board

A superintendent shall accurately report all test results with appropriate interpretations to a board according to the schedule in the applicable test administration materials.

To Parents,
Students, and
Teachers

A district shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated at Confidentiality of Results, below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or school. Upon receipt of the assessment results from the test contractor, a district shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year. [See BQ series, FD, and FL]

19 TAC 101.3014

TEA shall adopt a series of questions to be included in an EOC assessment instrument administered under Education Code 39.023(c) to be used for purposes of identifying students who are likely to succeed in an advanced high school course. A district shall notify a student who performs at a high level on the questions and the student's parent or guardian of the student's performance and potential to succeed in an advanced high school course. A district may not require a student to perform at a particular level on the questions to be eligible to enroll in an advanced high school course. *Education Code 39.0233(b)*

Parents Right-to-
Know Under ESEA

As a condition of receiving assistance under Title I, Part A of the Elementary and Secondary Education Act (ESEA) (20 U.S.C. 6301 et seq.), a district shall provide to each individual parent of a child who is a student in such school, with respect to such student information on the level of achievement and academic growth of the student, if applicable and available, on each of the state academic assessments required under Part A. *20 U.S.C. 6312(e)(1)(B)(i)*

Parental Access

A parent is entitled to access to a copy of each state assessment instrument administered to the parent's child. This right of access

does not apply, however, to those instruments or particular questions that are being field-tested by TEA. *Education Code 26.005, .006(a)(2)*

Out-of-State Transfers

A district shall accurately report to TEA whether that student transferred into the district from out of state during the current school year.

Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. A district shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to districts from the results of the district's other students in addition to the current reporting of assessment results for all students and other student subsets.

19 TAC 101.3014

Accelerated Instruction

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) in the third, fourth, fifth, sixth, seventh, or eighth grade, the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction under Education Code 28.0211(a-4). [See EHBC]

Education Code 28.0211(a-1)

A district shall provide each student who fails to perform satisfactorily on an EOC assessment instrument with accelerated instruction under Education Code 28.0217 in the subject assessed by the assessment instrument. *Education Code 39.025(b-1)* [See EHBC]

College Readiness

Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:

1. For students at the grade 12 level whose performance on:
 - a. An EOC assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or

- b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334(a) indicates that the student is not ready to perform entry-level college coursework; and
2. To prepare students for success in entry-level college courses.

A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through the institution of higher education with which the district partners.

Faculty Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

Notice Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.

Credit Earned A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).

Dual Credit A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.

Instructional Materials Each district, in consultation with the institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.

Education Code 28.014

Security and Confidentiality

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

Districts and campuses and the superintendent and campus principals in each district and campus shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as the district becomes aware of any alleged or suspected violation of the security or confidential integrity of a test [see Violations, below];
3. Report all confirmed testing violations to TEA within ten working days of the district becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure test materials are district employees who have:
 - a. Met the requirements to participate in the student assessment program;
 - b. Received training in test security and test administration procedures; and
 - c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties that may result from a violation of test security and confidentiality or a departure from test administration procedures; and
5. Ensure the security of the test materials as required by 19 Administrative Code 101.3031(a)(2)(E).

19 TAC 101.3031(a)(1)–(a)(2)

Violations

Violations of the security and confidential integrity of a test include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;
4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;

5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;
7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in the above conduct or in any other serious violation of security and confidentiality under this provision;
13. Failing to implement sufficient procedures to prevent student cheating; and
14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

Consequences

If a district determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, the district shall invalidate the student's test results.

Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Educator Certification (SBEC) for sanctions in accordance with 19 Administrative Code Chapter 247 (Educators' Code of Ethics) and Chapter 249 (Disciplinary Proceedings, Sanctions, and Contested Cases); and
3. Lowering the district's accreditation status or a district's or campus's accountability rating in accordance with Education Code 39.057(d) (redesignated to Education Code 39.003), or appointment of a monitor, conservator, or management team

to the district in accordance with Education Code Chapter 39A.

Test Administration Procedures Test administration procedures shall be delineated in the test administration materials provided to districts annually. Districts must comply with all of the applicable requirements specified in the test administration materials.

Districts shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

Records Retention As part of test administration procedures, the commissioner shall require districts to maintain records related to the security of assessment instruments for five years.

19 TAC 101.3031(a-3)–(d)

Disciplinary Action and Penalties SBEC may take disciplinary action against a person who has violated the security or integrity of any assessment required by Education Code Chapter 39, Subchapter B or has committed an act that is a departure from the test administration procedures established by the commissioner under 19 Administrative Code Chapter 101.

The superintendent and campus principal must develop procedures to ensure the security and confidentiality of the tests and will be responsible for notifying TEA in writing of conduct that violates the security or confidentiality of a test. Failure to report can subject the person responsible to the applicable penalties.

19 TAC 249.15(a)–(b), (g)

Minimize Disruptions In implementing the commissioner’s procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, a district shall minimize disruptions to school operations and the classroom environment. *Education Code 39.0301(a-1)*

Confidentiality of Results Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974. *Education Code 39.030(b)* [See FL and GBA]

**Exemption from
Instruction**

A parent or person standing in parental relation is entitled to remove the parent's child from a class or other school activity that conflicts with the parent's religious or moral beliefs if the parent presents or delivers to the teacher of the parent's child a written statement authorizing the removal of the child from the class or other school activity.

Limitations

A parent or person standing in parental relation is not entitled to remove the parent's child from a class or other school activity to avoid a test or to prevent the child from taking a subject for an entire semester. This provision does not exempt a child from satisfying grade level or graduation requirements in a manner acceptable to the district and the Texas Education Agency (TEA).

Education Code 26.002, .010

**Instructional
Requirements and
Prohibitions**

The following provisions under Education Code 28.022(a) apply to any course or subject, including an innovative course, for a grade level from kindergarten through grade 12.

Controversial
Topics

A teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs.

A teacher who chooses to discuss a topic described above shall explore that topic objectively and in a manner free from political bias.

Education Code 28.0022(a)(1)–(a)(2)

Political Activism
and Advocacy
Participation

A district or teacher may not require, make part of a course, or award a grade or course credit, including extra credit, for a student's:

1. Work for, affiliation with, or service learning in association with any organization engaged in:
 - a. 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
 - b. Social policy advocacy or public policy advocacy;
2. 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
3. Participation in any internship, practicum, or similar activity involving social policy advocacy or public policy advocacy.

Education Code 28.0022(a)(3)

The above provisions 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 the 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)

Concepts Prohibited A teacher, administrator, or other employee of a district may not require or make part of a course inculcation in the concept that:

1. One race or sex is inherently superior to another race or sex;
2. An individual, by virtue of the individual's race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
3. An individual should be discriminated against or receive adverse treatment solely or partly because of the individual's race or sex;
4. An individual's moral character, standing, or worth is necessarily determined by the individual's race or sex;
5. 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;
6. 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;
7. The advent of slavery in the territory that is now the United States constituted the true founding of the United States; or

8. 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.

A teacher, administrator, or other employee of a district may not teach, instruct, or train any administrator, teacher, or staff member of a state agency, school district, or open-enrollment charter school to adopt a concept listed above.

A teacher, administrator, or other employee of a district may not require an understanding of The 1619 Project.

Education Code 28.0022(a)(4)

*Student
Discussion*

A district 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 above 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)*

Limitations on
Statute

Education Code 28.0022 may not be construed as limiting the teaching of or instruction in the essential knowledge and skills adopted under Education Code Chapter 28, Subchapter A.

Education Code 28.0022 does not create a private cause of action against a teacher, administrator, or other employee of a district. A district may take appropriate action involving the employment of any teacher, administrator, or other employee based on the individual's compliance with state and federal laws and district policies.

Education Code 28.0022 may not be construed as prohibiting a teacher employed by a district from directing a classroom activity that involves students communicating with an elected official so long as the district, school, or teacher does not influence the content of a student's communication.

Education Code 28.0022(e)–(g)

**Absences
Considered**

In order to receive credit or a final grade for a class, a student is required to attend class 90 percent of the days class is offered regardless of whether the student's absences are excused [see FEA] or unexcused. *Atty. Gen. Op. JC-0398 (2001)*

90 Percent Rule

Except as provided below, a student in any grade level from kindergarten through grade 12 shall not be given credit or a final grade for a class unless the student is in attendance 90 percent of the days the class is offered. This restriction does not affect a student's right to excused absences to observe religious holy days [see FEA] and does not apply to a student who receives credit by examination for a class as provided by Education Code 28.023. [See EHDC]

Serious or Life-
Threatening Illness
Exception

A student's excused absence resulting from a serious or life-threatening illness or related treatment [see FEA] may not be considered in determining whether the student has satisfied the attendance requirement under the 90 percent rule.

Local Remote
Learning Program
Exception

A district may adopt a policy to exempt students from the requirements of the 90 percent rule for one or more courses identified in the policy that are offered under a local remote learning program [see EHDF].

Principal's Plan

A student who is in attendance for at least 75 percent but less than 90 percent of the days a class is offered may be given credit or a final grade if the student completes a plan approved by the school's principal that provides for the student to meet the instructional requirements of the class. However, a student under the jurisdiction of a court in a criminal or juvenile justice proceeding may not receive credit or a final grade without the consent of the judge presiding over the student's case.

**Extenuating
Circumstances**

An attendance committee may give class credit or a final grade to a student because of extenuating circumstances. A board shall establish guidelines for determining what constitutes extenuating circumstances.

A board shall adopt policies that establish alternative ways for students to make up work or regain credit or a final grade lost because of absences. The alternative ways must include at least one option that does not require a student to pay a fee. The availability of such option must be substantially the same as the availability of the educational program for which a district may charge a fee. [See FP]

**Attendance
Committee**

A board shall appoint one or more attendance committees to hear petitions for class credit or a final grade by students who have not met the 90 percent rule and have not earned class credit or a final

grade by completing a principal's plan. Classroom teachers shall comprise a majority of the attendance committee.

Appeal

If the committee denies a student credit or a final grade, the student may appeal the decision to the board. A board's decision may be appealed to the district court of the county in which the district's central administrative office is located.

Additional Duties

A certified employee may not be assigned additional instructional duties as a result of the above provision outside of the regular workday unless the employee is compensated for the duties at a reasonable rate of pay.

Education Code 25.092

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law and the Board-approved District professional development plan. The District improvement plan shall specify required training for any other District employees as applicable.

Policy and Program to Address Sexual Abuse, Trafficking, and Maltreatment

A district shall provide child abuse antivictimization programs in elementary and secondary schools. *Education Code 38.004*

A district shall adopt and implement a policy addressing sexual abuse, sex trafficking, and other maltreatment of children, to be included in the district improvement plan [see BQ] and any information handbook provided to students and parents. *Education Code 38.0041(a)*

The policy included in any informational handbook provided to students and parents must address the following:

1. Methods for increasing staff, student, and parent awareness of issues regarding sexual abuse, trafficking, and other forms of maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Actions a child who is a victim of sexual abuse, trafficking, or other maltreatment should take to obtain assistance and intervention; and
3. Available counseling options for students affected by sexual abuse, trafficking, or other maltreatment.

19 TAC 61.1051(b)(3)

Definitions

Child Abuse or Neglect

The definition of child abuse or neglect includes the trafficking of a child in accordance with Education Code 38.004.

Other Maltreatment

This term has the meaning assigned by Human Resources Code 42.002.

Trafficking of a Child

This term has the meaning assigned by Penal Code 20A.02(a)(5), (6), (7), or (8).

19 TAC 61.1051(a)

Duty to Report

Report by Any Person

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

Report by Any Professional

Any professional who has reasonable cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first has reasonable cause to believe that the child has been or may be abused or neglected or is the victim of an offense of indecency with a child.

A professional may not delegate to or rely on another person to make the report.

A “professional” is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, juvenile probation officers, and juvenile detention or correctional officers.

Family Code 261.101(b)

Abuse of Persons
with Disabilities

A person having cause to believe that a person with a disability is in a state of abuse, neglect, or exploitation shall report the information immediately to the Texas Department of Family and Protective Services (DFPS).

A person commits a Class A misdemeanor if the person has cause to believe that a person with a disability has been abused, neglected, or exploited or is in a state of abuse, neglect, or exploitation and knowingly fails to report.

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose.

Human Resources Code 48.051, .052, .054

Adult Victims of
Abuse

A person or professional shall make a report in the manner required above if the person or professional has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person or person with a disability. *Family Code 261.101(b-1)*

**Restrictions on
Reporting**

Psychotropic Drugs
and Psychological
Testing

An employee may not use or threaten to use the refusal of a parent, guardian, or managing or possessory conservator to administer or consent to the administration of a psychotropic drug to a child, or to consent to any other psychiatric or psychological testing or treatment of the child, as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or

2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Education Code 26.0091; Family Code 261.111(a) [See FFEB]

Contents of Report

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child; and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

Family Code 261.102, .104

Abuse and Neglect Involving School Personnel and Those Responsible for Care

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is made to a state agency under item 4, below, or the report involves a juvenile justice program or facility [see JJAEPS, below].

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. DFPS, Child Protective Services (CPS) Division;
3. A local office of CPS, where available; or
4. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred.

Family Code 261.103(a); 19 TAC 61.1051(b)(1)–(2)

“Person responsible for a child's care, custody, or welfare” means a person who traditionally is responsible for a child's care, custody, or welfare, including:

1. A parent, guardian, managing or possessory conservator, or foster parent of the child;
2. A member of the child's family or household as defined by Family Code Chapter 71;
3. A person with whom the child's parent cohabits;
4. School personnel or a volunteer at the child's school;

5. Personnel or a volunteer at a public or private child-care facility that provides services for the child or at a public or private residential institution or facility where the child resides; or
6. An employee, volunteer, or other person working under the supervision of a licensed or unlicensed child-care facility, including a family home, residential child-care facility, employer-based day-care facility, or shelter day-care facility, as those terms are defined in Chapter 42, Human Resources Code.

Family Code 261.001(5)

**Reporting Abuse,
Neglect, or
Exploitation in a
JJAEP**

Any report of alleged abuse, neglect, or exploitation, as those terms are defined in Family Code 261.405, in a juvenile justice program or facility shall be made to the Texas Juvenile Justice Department and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(4)(A), (b)*

**Confidentiality of
Report**

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act) and may be disclosed only for purposes consistent with the Family Code and applicable federal or state law or under rules adopted by an investigating agency. *Family Code 261.201(a)–(a)(1)*

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. *Family Code 261.101(d)*

**Immunity from
Liability**

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 261.106*

A district may not suspend or terminate the employment of, or otherwise discriminate against, or take any other adverse employment action against a professional who makes a good faith report of abuse or neglect. *Family Code 261.110(b)* [See DG]

Criminal Offenses

Failure to Report

A person commits a Class A misdemeanor if he or she is required to make a report under Family Code 261.101(a) [see Duty to Report, above] and knowingly fails to make a report as provided by law.

A person who is a professional commits a Class A misdemeanor if the person is required to make a report under Family Code 261.101(b) [see Duty to Report] and knowingly fails to make a report as provided by law. The professional commits a state jail felony if he or she intended to conceal the abuse or neglect.

Family Code 261.109

False Report

A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. The offense is a state jail felony, except that it is a felony of the third degree if the person has previously been convicted of the offense. *Family Code 261.107(a)*

Coercion

A public servant, including as a school administrator, who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a Class C misdemeanor offense. *Penal Code 39.06*

**SBEC Disciplinary
Action**

The State Board for Educator Certification (SBEC) may take any of the actions listed in 19 Administrative Code 249.15(a) (impositions, including revocation of a certificate and administrative penalties) based on satisfactory evidence that the person has failed to report or has hindered the reporting of child abuse pursuant to Family Code 261.001, or has failed to notify the SBEC, the commissioner of education, or the school superintendent or director under the circumstances and in the manner required by Education Code 21.006, 21.0062, 22.093, and 19 Administrative Code 249.14(d)–(f). *19 TAC 249.15(b)(4)*

Note: The following legal provisions address child abuse and neglect investigations generally. See GRA for additional legal provisions addressing notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school.

Investigations

Reports to District

If DFPS initiates an investigation and determines that the abuse or neglect involves an employee of a public elementary or secondary school, and that the child is a student at the school, the department shall orally notify the superintendent of the district in which the employee is employed. *Family Code 261.105(d)*

On request, DFPS shall provide a copy of the completed report of its investigation to the board, the superintendent, and the school principal, unless the principal is alleged to have committed the abuse or neglect. The report shall be edited to protect the identity of the person who made the report. *Family Code 261.406(b)*

Interview of Student The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. *Family Code 261.302(b)* [See GRA]

Interference with Investigation A person may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS. *Family Code 261.303(a)*

Confidentiality A photograph, videotape, audiotape, or other audio or visual recording, depiction, or documentation of a child that is made by DFPS in the course of an inspection or investigation is confidential, is not subject to release under the Public Information Act, and may be released only as required by state or federal law or rules adopted by the DFPS. *Human Resources Code 42.004*

Reporting Policy

A board shall adopt and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261. *19 TAC 61.1051(b)*

The policies must require every school employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect to submit a written or oral report to at least one of the authorities listed above [see To Whom Reported, above] within 48 hours or less, as determined by the board, after learning of facts giving rise to the suspicion. *19 TAC 61.1051(b)(1)*

The policies must be consistent with the Family Code, Chapter 261, and 40 Administrative Code Chapter 700 (CPS) regarding investigations by DFPS, including regulations governing investigation of abuse by school personnel and volunteers. [See GRA]

The policies must require a report to DFPS if the alleged abuse or neglect involves a person responsible for the care, custody, or welfare of the child and must notify school personnel of the following:

1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 Administrative Code Chapter 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;
2. Applicable prohibitions against interference with an investigation of a report of child abuse or neglect, including:
 - a. Family Code 261.302 and 261.303, prohibiting school officials from denying an investigator's request to interview a student at school; and

- b. Family Code 261.302, prohibiting school officials from requiring the presence of a parent or school administrator during an interview by an investigator.
3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;
4. Confidentiality provisions relating to a report of suspected child abuse or neglect;
5. Any disciplinary action that may result from noncompliance with a district's reporting policy; and
6. The prohibition under Education Code 26.0091 [see Psychotropic Drugs and Psychological Testing, above].

19 TAC 61.1051(b)(2)

The policies may not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above.

The policies must:

1. Include the current toll-free number for DFPS;
2. Provide for cooperation with law enforcement child abuse investigations without the consent of the child's parent, if necessary, including investigations by DFPS; and
3. Include child abuse anti-victimization programs in elementary and secondary schools consisting of age-appropriate, research-based prevention designed to promote self-protection and prevent sexual abuse and trafficking.

19 TAC 61.1051(b)(5)–(b)(8)

Annual Distribution
and Staff
Development

The policies required by these provisions and adopted by the board shall be distributed to all personnel at the beginning of each school year. The policies shall be addressed in staff development programs at regular intervals determined by a board. *19 TAC 61.1051(c)* [See also DH and GRA]

[For training requirements under these provisions, see DMA.]

Required Poster

Using a format and language that is clear, simple, and understandable to students, each public school shall post, in English and in Spanish:

1. The current toll-free DFPS Abuse Hotline telephone number;
2. Instructions to call 911 for emergencies; and

3. Directions for accessing the DFPS [Texas Abuse Hotline website](#)¹ for more information on reporting abuse, neglect, and exploitation.

A district shall post the information specified above at each school campus in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students. The information must be on a poster (11x17 inches or larger) in large print and placed at eye-level to the student for easy viewing. Additionally, the current toll-free Texas Department of Family and Protective Services Abuse Hotline telephone number should be in bold print.

Education Code 38.0042; 19 TAC 61.1051(e)–(f)

¹ Texas Abuse Hotline website: <https://www.txabusehotline.org/>

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Note: The following legal provisions address dating violence and sexual harassment. For legal provisions addressing discrimination on the basis of disability, sex, and other protected characteristics, see FB.

Dating Violence

Policy
Requirements

A district shall adopt and implement a dating violence policy to be included in the district improvement plan.

A dating violence policy must include:

1. A definition of dating violence that includes the intentional use of physical, sexual, verbal, or emotional abuse by a person to harm, threaten, intimidate, or control another person in a dating relationship, as defined by Family Code 71.0021;
2. A clear statement that dating violence is not tolerated at school; and
3. Reporting procedures and guidelines for students who are victims of dating violence, including a procedure for immediately notifying the parent or guardian of a student about a report received by the district identifying the student as an alleged victim or perpetrator of dating violence.

A dating violence policy must also address safety planning, enforcement of protective orders, school-based alternatives to protective orders, training for teachers and administrators at each district campus that instructs students in grade 6 or higher, counseling for affected students, and awareness education for students and parents.

Education Code 37.083, .0831 [See BQ]

Student Resources

To the extent possible, a district shall make available to students age-appropriate educational materials that include information on the dangers of dating violence and resources to students seeking help. *Education Code 37.0831(c)*

Note: References to Title IX, part, or subpart in the following legal provisions refer to Title IX and its corresponding regulations.

The U.S. Department of Education's Office for Civil Rights has issued a formal interpretation that discrimination on the basis of sex under Title IX includes discrimination on the basis of sexual orientation and gender identity.

Sexual Harassment

A district may develop and implement a sexual harassment policy to be included in the district improvement plan. *Education Code 37.083* [See BQ]

Sexual abuse of a student by an employee, when there is a connection between the physical sexual activity and the employee's duties and obligations as a district employee, violates a student's constitutional right to bodily integrity. Sexual abuse may include fondling, sexual assault, or sexual intercourse. *U.S. Const. Amend. 14; Doe v. Taylor Indep. Sch. Dist., 15 F.3d 443 (5th Cir. 1994)*

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. *20 U.S.C. 1681 (Title IX)*

A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX. *34 C.F.R. 106.45; 20 U.S.C. 1681* [See also FB regarding Title IX]

Designation of
Title IX Coordinator

A district must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under Title IX, which employee must be referred to as the "Title IX Coordinator."

Parties Entitled to
Notice

The district must notify applicants for admission and employment, students, parents or legal guardians, employees, and all professional organizations holding professional agreements with the district ("Parties Entitled to Notice") of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator.

34 C.F.R. 106.8(a)

Reporting

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during nonbusiness hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Notification of Policy

A district must notify the Parties Entitled to Notice, above, that the district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner. The notification must state

that the requirement not to discriminate in the education program or activity extends to employment, and that inquiries about the application of Title IX to such district may be referred to the district's Title IX Coordinator, to the assistant secretary for civil rights of the Department of Education, or both.

34 C.F.R. 106.2(d), .8(b)(1)

Publication
Requirements

A district must prominently display the contact information required to be listed for the Title IX Coordinator and the nondiscrimination policy described at Notification of Policy, above, on its website, if any, and in each handbook that it makes available to the Parties Entitled to Notice, above.

A district must not use or distribute a publication stating that the district treats applicants, students, or employees differently on the basis of sex except as such treatment is permitted by Title IX.

34 C.F.R. 106.8(b)(2)

Note: To distinguish the process described below from the district's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of Title IX sexual harassment in an education program or activity and against a person in the United States as the district's "Title IX formal complaint process."

Adopting and
Publishing
Complaint
Procedures

A district must adopt and publish procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX and a Title IX formal complaint process that complies with 34 C.F.R. 106.45 for formal complaints as defined below.

A district must provide notice to the Parties Entitled to Notice, above, of the district's procedures and Title IX formal complaint process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the district will respond.

The requirements of this provision apply only to sex discrimination occurring against a person in the United States.

34 C.F.R. 106.8(c)–(d)

Response to Sexual
Harassment

Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to a district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary and secondary school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the district with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the district. “Notice” as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Consent” is not defined by the Title IX regulations, nor do the regulations require districts to adopt a particular definition of consent with respect to sexual assault.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the district. As used in this paragraph, the phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party to a Title IX formal complaint, and must comply with the requirements of the Title IX formal complaint process, including the informal resolution process.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Supportive measures" means nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or district-provided housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

34 C.F.R. 106.2, .30(a)

*Deliberate
Indifference*

A district with actual knowledge of sexual harassment in an education program or activity of the district against a person in the United States, must respond promptly in a manner that is not deliberately indifferent. A district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

*Education
Program or
Activity*

For the purposes of 34 C.F.R. 106.30 [see Definitions, above] and 106.45 [see Process for Title IX Formal Complaint, below], "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over

both the respondent and the context in which the sexual harassment occurs.

34 C.F.R. 106.44(a)

Title IX Coordinator
Response

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The Title IX Coordinator must respond in this manner with or without a formal complaint. *34 C.F.R. 106.44(b)(1)*

*Supportive
Measures
Required*

A district's response must treat complainants and respondents equitably by offering supportive measures and by following a process that complies with 34 C.F.R. 106.45 [see Process for Title IX Formal Complaint, below] before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. [For Emergency Removal procedures, see below.]

*Constitutional
Restrictions*

The Department of Education may not deem a district to have satisfied the district's duty to not be deliberately indifferent under Title IX based on the district's restriction of rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.

34 C.F.R. 106.44(a)

*Response to a
Formal Complaint*

In response to a formal complaint, a district must follow a process that complies with 34 C.F.R. 106.45 [see Process for Title IX Formal Complaint, below]. *34 C.F.R. 106.44(b)(1)*

*Emergency
Removal*

The Title IX regulations do not preclude a district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district:

1. Undertakes an individualized safety and risk analysis;
2. Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
3. Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

34 C.F.R. 106.44(c)

*Administrative
Leave*

The Title IX regulations do not preclude a district from placing a nonstudent employee respondent on administrative leave during the pendency of a Title IX formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act. *34 C.F.R. 106.44(d)*

Process for Title IX
Formal Complaint

For the purpose of addressing formal complaints of sexual harassment, a district's process must comply with the following requirements. Any provisions, rules, or practices other than those required by this provision that a district adopts as part of its process for handling formal complaints of sexual harassment must apply equally to both parties. *34 C.F.R. 106.45(b)*

A district's Title IX formal complaint process must:

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following a process that complies with the Title IX regulations before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies must be designed to restore or preserve equal access to the district's education program or activity. Such remedies may include the same individualized services described as supportive measures; however, remedies need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent;
2. Require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
3. Require that any individual designated by a district as a Title IX Coordinator, investigator, decision-maker, or any person designated by a district to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A district must ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training

on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and Title IX formal complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. A district must ensure that decision-makers receive training on any technology to be used at a live hearing, if any, and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. [See Hearings, below] A district also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. [See Investigation of a Formal Complaint, below] Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment;

4. Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX formal complaint process;
5. Include reasonably prompt time frames for conclusion of the Title IX formal complaint process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes, and a process that allows for the temporary delay of the Title IX formal complaint process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities;
6. Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility;
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, apply the same standard of evidence for formal complaints

against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment;

8. Include the procedures and permissible bases for the complainant and respondent to appeal;
9. Describe the range of supportive measures available to complainants and respondents; and
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

34 C.F.R. 106.45(b)(1)

*Notice of
Allegations*

Upon receipt of a formal complaint, a district must provide the following written notice to the parties who are known:

1. Notice of the district's Title IX formal complaint process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - a. The identities of the parties involved in the incident, if known;
 - b. The conduct allegedly constituting sexual harassment; and
 - c. The date and location of the alleged incident, if known.

The written notice must include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Title IX formal complaint process. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney and may inspect and review evidence [see Investigation of a Formal Complaint, below]. The written notice must inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the Title IX formal complaint process.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not

included in the Notice of Allegations, above, the district must provide notice of the additional allegations to the parties whose identities are known.

34 C.F.R. 106.45(b)(2)

*Dismissal of a
Formal Complaint*

The district must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the district's education program or activity, or did not occur against a person in the United States, then the district must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX; such a dismissal does not preclude action under another provision of the district's code of conduct.

The district may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal required or permitted pursuant to 34 C.F.R. 106.45(b)(3), the district must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

*Consolidation of
Formal
Complaints*

A district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a Title IX formal complaint process involves more than one complainant or more than one respondent, references in this provision to the singular "party," "complainant," or "respondent" include the plural, as applicable.

34 C.F.R. 106.45(b)(3)–(4)

*Investigation of a
Formal Complaint*

When investigating a formal complaint and throughout the Title IX formal complaint process, a district must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or

paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a Title IX formal complaint (if a party is not an "eligible student," as defined in 34 C.F.R. 99.3 then the district must obtain the voluntary, written consent of a "parent," as defined in 34 C.F.R. 99.3) [see FL(LEGAL) at Education Records];

2. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
3. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
4. Provide the parties with the same opportunities to have others present during any Title IX formal complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or Title IX formal complaint proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report. The

district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

7. Create an investigative report that fairly summarizes relevant evidence and, at least ten days prior to a hearing (if a hearing is required or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

34 C.F.R. 106.45(b)(5)

Hearings

The district's Title IX formal complaint process may, but need not, provide for a hearing. With or without a hearing, after the district has sent the investigative report to the parties pursuant to 34 C.F.R. 106.45(b)(5)(vii) [see Investigation of a Formal Complaint, above] and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. With or without a hearing, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant. *34 C.F.R. 106.45(b)(6)(ii)*

*Determination
Regarding
Responsibility*

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility. To reach this determination, the district must apply the standard of evidence described at Process for Title IX Formal Complaint, above.

The written determination must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any

notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district's code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
6. The district's procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

34 C.F.R. 106.45(b)(7)(i)–(ii)

*Implementation
of Remedies*

The Title IX Coordinator is responsible for effective implementation of any remedies. *34 C.F.R. 106.45(b)(7)(iv)*

Appeals

A district must offer both parties an appeal from a determination regarding responsibility, and from a district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

A district may offer an appeal equally to both parties on additional bases.

As to all appeals, the district must:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
3. Ensure that the decision-maker(s) for the appeal complies with the standards in the Title IX regulations regarding conflict of interest and bias [see Process for Formal Title IX Complaint, item 3, above];
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result; and
6. Provide the written decision simultaneously to both parties.

34 C.F.R. 106.45(b)(8)

*Informal
Resolution*

A district may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with Title IX. Similarly, a district may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

1. Provides to the parties a written notice disclosing:
 - a. The allegations;
 - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint; and
 - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

2. Obtains the parties' voluntary, written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

34 C.F.R. 106.45(b)(9)

Recordkeeping

A district must maintain for a period of seven years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. A district must make these training materials publicly available on its website or if the district does not maintain a website the district must make these materials available upon request for inspection by members of the public.

For each response required under Title IX Coordinator Response, above, a district must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity.

If a district does not provide a complainant with supportive measures, then the district must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

34 C.F.R. 106.45(b)(10)

Retaliation
Prohibited

No district or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated

or refused to participate in any manner in an investigation, proceeding, or hearing under Title IX.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Complaints alleging retaliation may be filed according to the Process for Title IX Formal Complaint above.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by Title IX.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a Title IX formal complaint proceeding does not constitute retaliation prohibited by Title IX, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

34 C.F.R. 106.71(a)–(b)

Confidentiality

The district must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA) statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. *34 C.F.R. 106.71(a)*

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Prohibited Conduct In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Statement of Nondiscrimination The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Harassment includes dating violence as defined by law and this policy.

Examples Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name call-

ing, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Title IX Sexual Harassment

As required by law, the District shall follow the procedures below at Response to Title IX Sexual Harassment upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment in an education program or activity and against a person in the United States under Title IX. [See FFH(LEGAL)]

Other Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

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1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct and any person who believes that a student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District
Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX
Coordinator*

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

*ADA /
Section 504
Coordinator*

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Alternative
Reporting
Procedures**

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX

coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult. [For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

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District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of</p>

areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, harassment, and retaliation.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Title IX Sexual Harassment

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a

dismissal of a Title IX formal complaint or any allegations therein;

9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX. In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and
Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

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UIL Rules and District Policies

A student enrolled in a district or who participates in an extracurricular activity or a University Interscholastic League (UIL) competition is subject to district policy and UIL rules regarding participation only when the student is under the direct supervision of an employee of the school or district in which the student is enrolled or at any other time specified by resolution of a board. *Education Code 33.081(b)* [See FO regarding additional standards of conduct for extracurricular activities]

Athletic Activities

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)*

Notices

Each school that offers an extracurricular athletic activity shall:

1. Prominently display at its administrative offices the telephone number and electronic mail address that the commissioner of education 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.

Education Code 33.207(b), .208

Records

A superintendent shall maintain complete and accurate records of the district's compliance and the district shall make available to the public proof of compliance for each person enrolled in the district who is required to receive safety training.

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

Unsafe Practices

A coach, trainer, or sponsor for 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*

- Safety Precautions 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 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

- Concussions “Interscholastic athletic activity” includes practice and competition, sponsored or sanctioned by a district, including a home-rule district, or a public school, including any school for which a charter has been granted under Education Code Chapter 12, or the UIL.
Education Code 38.152

“Concussion” means a complex pathophysiological process affecting the brain caused by a traumatic physical force or impact to the head or body, which may include temporary or prolonged altered brain function resulting in physical, cognitive, or emotional symptoms or altered sleep patterns, and involve loss of consciousness.
Education Code 38.151(4)

- Concussion Oversight Team* The board of a district with students enrolled who participate in an interscholastic athletic activity 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 the district is located, district enrollment, and the availability of and access to licensed health-care professionals in the district or charter school area, must also include one or more of the following: an athletic trainer, an advanced practice nurse, a neuropsychologist, or a physician assistant. If a district employs an athletic trainer, the athletic trainer must be a member of the concussion oversight

team. If a district employs a school nurse, the school nurse may be a member of the district concussion oversight team if requested by the school nurse.

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 team. The members also must take a training course 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

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)

*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 oversight 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*

*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 health-care professional, as defined by Education Code 38.151(5); a licensed chiropractor; 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*

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 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

Immunity

These provisions do not:

1. Waive any immunity from liability of a district or of district officers or employees;

2. Create any liability for a cause of action against a district or against district officers or employees;
3. Waive any immunity from liability under Civil Practice and Remedies Code 74.151; or
4. Create any cause of action or liability for a member of a concussion oversight team arising from the injury or death of a student participating in an interscholastic athletics practice or competition, based on service or participation on the concussion oversight team.

Education Code 38.159

Football Helmet
Safety
Requirements

A district may not use a football helmet that is 16 years old or older in the district's football program. A district shall ensure that each football helmet used in the district's football program that is 10 years old or older is reconditioned at least once every two years.

A district shall maintain and make available to parents of students enrolled in the district documentation indicating the age of each football helmet used in the district's football program and the dates on which each helmet is reconditioned.

Education Code 33.094(a)–(c)

Steroid Testing

The UIL shall adopt rules for the annual administration of a steroid testing program under which high school students participating in an athletic competition sponsored or sanctioned by the league are tested at multiple times throughout the year for the presence of steroids [see FNF].

Results of such steroid tests are confidential and, unless required by court order, may be disclosed only to the student and the student's parent and the activity directors, principal, and assistant principals of the school attended by the student.

Education Code 33.091(d)–(e)

Cardiac
Assessment

A district must provide a district 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-care professional, including a health-care professional provided through a district program, provided that the health-care professional is ap-

appropriately licensed in Texas and authorized to administer and interpret electrocardiograms under the health-care professional's scope of practice, as established by the health-care professional's Texas licensing act.

Immunity

These provisions do 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 described in the provision, the UIL, a district, or a district officer or employee 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 these provisions or the failure to distribute the required information.

Education Code 33.096

Interscholastic
Athletic Competition
Based on Biological
Sex

An interscholastic athletic team sponsored or authorized by a district may not allow a student to compete in an interscholastic athletic competition sponsored or authorized by the district that is designated for the biological sex opposite to the student's biological sex as correctly stated on the student's official birth certificate, as described below, or if the student's official birth certificate is unobtainable, another government record.

Exception

An interscholastic athletic team sponsored or authorized by a district may allow a female student to compete in an interscholastic athletic competition that is designated for male students if a corresponding interscholastic athletic competition designated for female students is not offered or available.

*Birth Certificate
Statement*

For purposes of this provision, a statement of a student's biological sex on the student's official birth certificate is considered to have correctly stated the student's biological sex only if the statement was entered at or near the time of the student's birth or modified to correct any type of scrivener or clerical error in the student's biological sex.

Education Code 33.0834

Rodeos

This section applies only to a primary or secondary school that sponsors, promotes, or otherwise is associated with a rodeo in which children who attend the school are likely to participate.

“Rodeo” means an exhibition or competition, without regard to whether the participants are compensated, involving activities related to cowboy skills, including:

1. Riding a horse, with or without a saddle, with the goal of remaining on the horse while it attempts to throw off the rider;
2. Riding a bull;
3. Roping an animal, including roping as part of a team;
4. Wrestling a steer; and
5. Riding a horse in a pattern around preset barrels or other obstacles.

Educational Program

A primary or secondary school to which this section applies shall, before the first rodeo associated with the school in each school year, conduct a mandatory educational program on safety, including the proper use of protective gear, for children planning to participate in the rodeo, in accordance with 25 Administrative Code 104.4. The educational program may consist of an instructional video, subject to the Department of State Health Services approval.

Restriction on Participation

A child may not participate in a rodeo associated with the child's school during a school year unless the child has completed the educational program not more than one year before the first day of the rodeo.

Protective Gear for Bull Riding

A child may not engage in bull riding, including engaging in bull riding outside a rodeo for the purpose of practicing bull riding, unless the child is wearing a protective vest and bull riding helmet in accordance with 25 Administrative Code 104.3.

Health and Safety Code 768.001(6), .003; 25 TAC 104.2-.4

Eligibility

A student otherwise eligible to participate in an extracurricular activity or a UIL competition is not ineligible because the student is enrolled in a course offered for joint high school and college credit, or in a course offered under a concurrent enrollment program, regardless of the location at which the course is provided. *Education Code 33.087*

Military Dependents

The district 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 [See FDD]*

Attendance and Participation

The State Board of Education (SBOE) by rule shall limit participation in and practice for extracurricular activities during the school day and the school week.

The board of a district may adopt a policy establishing the number of times a student who is otherwise eligible to participate in an extracurricular activity may be absent from class to participate in an extracurricular activity sponsored or sanctioned by the district, UIL, or an organization sanctioned by board resolution. The policy must permit a student to be absent from class at least ten times during the school year, and the policy prevails over any conflicting policy adopted by the SBOE.

Education Code 33.081(a), .0811

SBOE 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 a board. If sanctioned by resolution of the board, student participation in the organization's activities shall be subject to all provisions of statute and to 19 Administration Code 76.1001. If a 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)* [See FEB]

Extracurricular Activities

An extracurricular activity is an activity sponsored by the UIL, a board, or an organization sanctioned by board resolution. The 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, contests, demonstrations, displays, and club activities. In addition, an 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.

STUDENT ACTIVITIES

FM
(LEGAL)

Exceptions
*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. The general public is invited; and
2. The requirement for student participation in public is stated in the essential knowledge and skills of the course.

*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)

Limits on
Participation and
Practice
*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 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, a district must limit students to a maximum of eight hours of practice and rehearsal outside the school day per school week.
4. The commissioner recommends that districts 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)

*During the
School Day*

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

1. A district 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 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. A district 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. Regardless of the schedule type in place (traditional or non-traditional), a school 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(e); Education Code 33.081(a)

Record of Absences

A district shall maintain an accurate record of extracurricular absences for each student in the district each school year. *19 TAC 76.1001(c)*

Students Receiving
Outpatient Mental
Health Services

A district may not adopt or enforce policies that restrict participation in UIL activities by a student who receives outpatient mental health services from a mental health facility and is enrolled in the district or otherwise receives public education services from a district based solely on the student's receipt of outpatient mental health services from a mental health facility or the student's absence during instructional time while receiving outpatient mental health services from a mental health facility.

This provision does not exempt a student to whom this section applies from any eligibility requirement for participation in UIL activities other than an eligibility requirement based solely on the criteria of receipt of outpatient mental health services from a mental health facility.

Education Code 33.0832(c)–(d)

Participation by
Homeschooled
Students

A public school that participates in an activity sponsored by UIL may provide a non-enrolled student, who otherwise meets UIL eligibility standards to represent that school in a UIL activity, with the opportunity to participate in the activity on behalf of the school in the same manner that the school provides the opportunity to participate to students enrolled in the school.

"Non-enrolled student" means a student who receives instruction as a homeschooled student as described by Education Code 29.916(a)(1) from a nonpublic school [see EK].

Relevant Policies A non-enrolled student who seeks to participate or participates in a UIL activity on behalf of a school is subject to the following relevant policies that apply to students enrolled in the school:

1. Registration for UIL activities;
2. Age eligibility;
3. Fees;
4. Insurance;
5. Transportation;
6. Physical condition;
7. Qualifications;
8. Responsibilities;
9. Event schedules;
10. Standards of behavior; and
11. Performance.

Residency Requirements A non-enrolled student may only participate in a UIL activity for the school in the district that the student would be eligible to attend based on the student's residential address. A non-enrolled student who seeks to participate in a UIL activity on behalf of a school shall be required to establish minimum proof of residency acceptable to the district in the same manner as an applicant to attend a school in the district under Education Code 25.001 [see FD].

Academic Requirements The parent or person standing in parental relation to a non-enrolled student is responsible for oversight of academic standards relating to the student's participation in a UIL activity. As a condition of eligibility to participate in a UIL activity during the first six weeks of a school year, a non-enrolled student must demonstrate grade-level academic proficiency on any nationally recognized, norm-referenced assessment instrument, such as the Iowa Test of Basic Skills, Stanford Achievement Test, California Achievement Test, or Comprehensive Test of Basic Skills. A non-enrolled student demonstrates the required academic proficiency by achieving a composite, core, or survey score that is within the average or higher than average range of scores, as established by the applicable testing service. A district shall accept assessment results administered or reported by a third party.

A non-enrolled student's demonstration of academic proficiency is sufficient for the school year in which the student achieves the required score and the subsequent school year.

After the first six weeks of a school year, the parent or person standing in parental relation to a non-enrolled student participating in a UIL activity on behalf of a public school must periodically, in accordance with the school's grading calendar, provide written verification to the school indicating that the student is receiving a passing grade in each course or subject being taught.

Previous Enrollment in Public School

A non-enrolled student is not authorized by this section to participate in a UIL activity during the remainder of any school year during which the student was previously enrolled in a public school.

Prohibitions

With respect to a non-enrolled student's education program, nothing in these provisions shall be construed to permit an agency of this state, a public school district, or any other governmental body to exercise control, regulatory authority, or supervision over a non-enrolled student or a parent or person standing in parental relation to a non-enrolled student beyond the control, regulatory authority, or supervision required to participate in a UIL activity.

Subject only to eligibility requirements, the curriculum or assessment requirements, performance standards, practices, or creed of the education program provided to a non-enrolled student may not be required to be changed in order for the non-enrolled student to participate in a UIL activity. Subject only to eligibility requirements, for a non-enrolled student participating in an education program on January 1, 2021, the education program provided to that student may not be required to comply with any state law or agency rule relating to that education program unless the law or rule was in effect on January 1, 2021.

Education Code 33.0832

Suspension from Extracurricular Activities

A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by a district 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.

Length of Suspension

A suspension continues for at least three school weeks and is not removed during the school year until the conditions of Reinstatement, described below, are met. A suspension shall not last beyond the end of a school year.

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)

School Week

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)*

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. *Education Code 33.081(d-1)*

Honors classes for purposes of eligibility to participate in extracurricular activities are listed at 19 Administrative Code 74.30(a).

Districts 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.

Districts are neither required to nor restricted from considering courses as honors for the purpose of grade point average calculation.

19 TAC 74.30

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 substantially interferes with the student's ability to meet the requirements of the student's IEP 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 a district's special education program under Education Code 29.003(b).

Education Code 33.081(e)

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.

This provision does not apply to a student prohibited from participation for certain conduct involving extracurricular officials [see below]. *Education Code 33.081(f)*

Reinstatement

Until the suspension is removed or the school year ends, a district 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)*

Suspension for
Certain Conduct
Involving
Extracurricular
Officials

A student who is enrolled in a district in Texas or who participates in a UIL competition shall be prohibited from participation in any future extracurricular activity sponsored or sanctioned by the district or the UIL if the state executive committee of the league determines that the student intentionally, knowingly, or recklessly causes bodily injury to a person serving as referee, judge, or other official of an extracurricular activity in retaliation for or as a result of the person's actions taken in performing the duties of a referee, judge, or other official of the extracurricular activity.

*Reinstatement
After Conduct*

A student prohibited from participation may submit to the UIL a request that the student be permitted to participate in future extracurricular activities sponsored or sanctioned by the UIL. The request must be submitted at least one year after the date the student engaged in the conduct that resulted in the prohibition if the student was enrolled in eighth grade or below at the time of the conduct or two years after the date the student engaged in the conduct that resulted in the prohibition if the student was enrolled in ninth grade or above at the time of the conduct.

Education Code 33.081(e-1)–(e-2)

**Parental Notice and
Consent**

A parent is entitled to full information regarding the school activities of a parent's child except as provided by Education Code 38.004 (child abuse investigations). *Education Code 26.008(a)*

Anonymous
Evaluations

Anonymous evaluations of a student that determine whether the student may participate in a school-related program do not provide full information about the student's school activities. A district may by policy establish the parameters for parental contact with evaluating teachers, taking into account the type of evaluation, the information elicited in the evaluation, and scheduling and workload requirements of the teachers. *Byard v. Clear Creek Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 020-R5-1001 (June 17, 2002)*

STUDENT ACTIVITIES

FM
(LEGAL)

Videotaping and
Recording

A district employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to a cocurricular or extracurricular activity. *Education Code 26.009(b)(2)*

Discriminatory Club

An extracurricular activity sponsored or sanctioned by a district, including an athletic event or an athletic team practice, may not take place at an athletic club located in the United States that denies any person full and equal enjoyment of equipment or facilities provided by the athletic club because of the person's race, color, religion, creed, national origin, or sex.

"Athletic club" means an entity that provides sports or exercise equipment or facilities to its customers or members or to the guests of its customers or members.

Education Code 33.082

**Special Olympics
Recognition**

If a district allows high school students to earn a letter for academic, athletic, or extracurricular achievements, the district must allow high school students to earn a letter on the basis of a student's participation in a Special Olympics event. *Education Code 33.093*

**Student Election
Clerks**

Unless applied toward instructional requirements [see EIA], a student who is appointed as a student election clerk under Election Code 32.0511 or as a student early voting clerk under Election Code 83.012, may apply the time served toward a service requirement for participation in a school-sponsored extracurricular activity at the discretion of the school sponsor. *Education Code 33.092*

**Before-School and
After-School
Programs**

The board may establish before-school or after-school programs for students enrolled in elementary or middle school grades. A program established under this section may operate before, after, or before and after school hours.

A student is eligible to participate in the district's before-school or after-school program if the student is enrolled in a public or private school or resides within the boundaries of the district.

A district shall conduct a request for proposals procurement process to enable the district to determine if contracting with a child-care facility that provides a before-school or after-school program, as defined by Human Resources Code 42.002, to provide the district's before-school or after-school program would serve the district's best interests. Following the request for proposals procurement process, the district may enter into a contract with a child-care facility or implement a before-school or after-school program operated by the district. If the district enters into a contract with a

child-care facility, the contract must comply with the requirements of Education Code 44.031 and may not exceed a term of three years.

The board may adopt rules in accordance with Education Code 11.165 [see BAA] to provide access to school campuses before or after school hours for the purpose of providing a before-school or after-school program.

Education Code 33.9031

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LEGAL)

First Amendment

A district shall take no action respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition a board for a redress of grievances.
U.S. Const. Amend. I

Freedom of Speech

Students do not shed their constitutional rights to freedom of speech or expression at the schoolhouse gate. At school and school events, students have First Amendment rights, applied in light of the special characteristics of the school environment.

Student expression that is protected by the First Amendment may not be prohibited absent a showing that the expression will materially and substantially interfere with the operation of the school or the rights of others.

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
[See also FNCl]

The special characteristics of the school environment and the governmental interest in stopping student drug abuse allow a district to restrict student expression that it reasonably regards as promoting illegal drug use. *Morse v. Frederick*, 551 U.S. 393 (2007)

When a student threatens violence against a student body, such specific threatening speech to a school or its population is unprotected by the First Amendment: school officials may punish such speech without first collecting evidence sufficient to prove a reasonable belief that disruption would occur as a result of the speech. *Ponce v. Socorro Indep. Sch. Dist.*, 508 F.3d 765 (5th Cir. 2007)

The inculcation of fundamental values necessary to the maintenance of a democratic society is part of the work of the school. The First Amendment does not prevent school officials from determining that particular student expression is vulgar and lewd, and therefore contrary to the school's basic educational mission. *Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675 (1986)

Public schools may have a special interest in regulating some off-campus student speech, however, the interest must be sufficient to overcome the student's interest in free expression. Circumstances that may implicate a school's regulatory interests include serious or severe bullying or harassment targeting particular individuals; threats aimed at teachers or other students; the failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; and breaches of school security devices. *Mahanoy Area School District v. B.L.*, 141 S.Ct. 2038 (2021)

STUDENT RIGHTS AND RESPONSIBILITIES
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(LEGAL)

*Prayer at School
Activities*

A public school student has an absolute right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. A student shall not be required, encouraged, or coerced to engage in or refrain from such prayer or meditation during any school activity. *Education Code 25.901*

Nothing in the Constitution as interpreted by the U.S. Supreme Court prohibits any public school student from voluntarily praying at any time before, during, or after the school day. But the religious liberty protected by the Constitution is abridged when a district affirmatively sponsors the particular religious practice of prayer.

A district shall not adopt a policy that establishes an improper majoritarian election on religion and has the purpose and creates the perception of encouraging the delivery of prayer at a series of important school events.

Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290 (2000) (addressing school-sponsored, student-led prayer delivered over the public address system at high school football games) [For invocations and benedictions at commencement, see FMH.]

Federal Funds

As a condition of receiving federal funds under the Elementary and Secondary Education Act (ESEA), a district shall certify in writing to TEA that no policy of the district prevents, or otherwise denies participation in, constitutionally protected prayer in public schools, as detailed in the guidance from the United States secretary of education regarding constitutionally protected prayer. The certification shall be provided by October 1 of each year.

By November 1 of each year, TEA shall report to the secretary a list of districts that have not filed the certification or against which complaints have been made to TEA that the district is not in compliance with this section. The secretary may issue and secure compliance with rules or orders with respect to a district that fails to certify, or is found to have certified in bad faith, that no policy of the district prevents, or otherwise denies participation in, constitutionally protected prayer in public schools.

20 U.S.C. 7904

**Expression of
Religious Viewpoints**

A district shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the district treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and may not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject. *Education Code 25.151*

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STUDENT EXPRESSION

FNA
(LEGAL)

Policies

A district shall adopt and implement a local policy regarding a limited public forum and voluntary student expression of religious viewpoints. If a district voluntarily adopts and follows the model policy governing voluntary religious expression in public schools at Education Code 25.156, the district is in compliance with the provisions of Education Code Chapter 25, Subchapter E covered by the model policy.

A district shall adopt a policy that includes the establishment of a limited public forum for student speakers at all school events at which a student is to publicly speak. The policy regarding the limited public forum must also require a district to:

1. Provide the forum in a manner that does not discriminate against a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject;
2. Provide a method, based on neutral criteria, for the selection of student speakers at school events and graduation ceremonies;
3. Ensure that a student speaker does not engage in obscene, vulgar, offensively lewd, or indecent speech; and
4. State, in writing, orally, or both, that the student's speech does not reflect the endorsement, sponsorship, position, or expression of the district.

Student expression on an otherwise permissible subject may not be excluded from the limited public forum because the subject is expressed from a religious viewpoint.

Disclaimer

The disclaimer required by item 4, above, must be provided at all graduation ceremonies. A district must continue to provide the disclaimer at any other event in which a student speaks publicly for as long as a need exists to dispel confusion over the district's non-sponsorship of the student's speech.

Education Code 25.152, .155

Class Assignments

Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions. Homework and classroom assignments must be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by a district. Students may not be penalized or rewarded on account of the religious content of their work. *Education Code 25.153*

[For information on the study of religion, see EMI. For information on student religious groups and activities, see FNAB.]

**Patriotic
Observances**

A district may officially encourage students to express love for the United States by reciting historical documents or singing official anthems that contain religious references; such patriotic or ceremonial occasions do not constitute a school-sponsored religious exercise. *Engel v. Vitale*, 370 U.S. 421 (1962)

A district shall not, however, compel students to participate in patriotic observances. *West Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624 (1943) (*holding unconstitutional a requirement that students salute the United States flag and recite the Pledge of Allegiance*)

Winter Celebrations

A district may educate students about the history of traditional winter celebrations, and allow students and district staff to offer traditional greetings regarding the celebrations, including:

1. "Merry Christmas";
2. "Happy Hanukkah"; and
3. "Happy holidays."

A district may display on school property scenes or symbols associated with traditional winter celebrations, including a menorah or a Christmas image such as a nativity scene or Christmas tree, if the display includes a scene or symbol of more than one religion or one religion and at least one secular scene or symbol.

A display relating to a traditional winter celebration may not include a message that encourages adherence to a particular religious belief.

Education Code 29.920

STUDENT DISCIPLINE
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**Removal Under
Student Code of
Conduct**

The Student Code of Conduct must specify conditions that authorize or require a principal or other appropriate administrator to transfer a student to a disciplinary alternative education program (DAEP). *Education Code 37.001(a)(2)*

**Mandatory
Placement in DAEP**

A student shall be removed from class and placed in a DAEP if the student engages in conduct described in Education Code 37.006 that requires placement. *Education Code 37.006*

School-Related
Misconduct

A student shall be removed from class and placed in a DAEP if the student engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07.

A student shall also be removed from class and placed in a DAEP if the student commits the following on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

1. Engages in conduct punishable as a felony.
2. Engages in conduct that contains the elements of assault, under Penal Code 22.01(a)(1).
3. Sells, gives, or delivers to another person or possesses, uses, or is under the influence of:
 - a. Marijuana or a controlled substance, as defined by the Texas Controlled Substances Act, Health and Safety Code Chapter 481, or by 21 U.S.C. 801, et seq.;
 - b. A dangerous drug, as defined by the Texas Dangerous Drug Act, Health and Safety Code Chapter 483.
4. Sells, gives, or delivers to another person an alcoholic beverage, as defined by Alcoholic Beverage Code 1.04, or commits a serious act or offense while under the influence of alcohol, or possesses, uses, or is under the influence of an alcoholic beverage.
5. Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Health and Safety Code 485.031 through 485.034.
6. Engages in conduct that contains the elements of the offense of public lewdness under Penal Code 21.07.
7. Engages in conduct that contains the elements of the offense of indecent exposure under Penal Code 21.08.

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- Engages in conduct that contains the elements of the offense of harassment under Penal Code 42.07(a)(1), (2), (3), or (7) against an employee of the district.

Education Code 37.006(a)

Exception

Removal to a DAEP for school-related misconduct is not required if the student is expelled for the same conduct. *Education Code 37.006(m)*

Retaliation

Except where a student engages in retaliatory acts against a district employee for which expulsion is mandatory [see FOD], a student shall be removed from class and placed in a DAEP if the student engages in conduct on or off school property containing the elements of retaliation under Penal Code 36.06, against any school employee. *Education Code 37.006(b)*

Conduct Unrelated
to School

In addition to the circumstances listed above, a student shall be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

- The student receives deferred prosecution under Family Code 53.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03;
- A court or jury finds that the student has engaged in delinquent conduct under Family Code 54.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; or
- The superintendent or designee has a reasonable belief that the student has engaged in conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03.

Education Code 37.006(c)

*Reasonable
Belief*

In determining whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense, a superintendent or a superintendent's designee may consider all available information and must consider the information furnished under Code of Criminal Procedure Article 15.27 other than information requested under Code of Criminal Procedure Article 15.27(k-1). *Education Code 37.006(e); Code of Criminal Procedure 15.27(a)* [See GRAA]

Title 5 Felonies

The following are felony offenses listed in Penal Code, Title 5, Offenses Against the Person.

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1. Murder. *Penal Code 19.02*
2. Capital Murder. *Penal Code 19.03*
3. Manslaughter. *Penal Code 19.04*
4. Criminally Negligent Homicide. *Penal Code 19.05*
5. Unlawful Restraint, if:
 - a. The person restrained was younger than 17 years of age; or
 - b. The actor recklessly exposes the victim to a substantial risk of serious bodily injury; restrains an individual the actor knows is a public servant while the public servant is lawfully discharging an official duty or in retaliation or on account of an exercise of official power or performance of an official duty; or while in custody restrains any other person. *Penal Code 20.02*
6. Kidnapping. *Penal Code 20.03*
7. Aggravated Kidnapping. *Penal Code 20.04*
8. Smuggling of Persons. *Penal Code 20.05*
9. Continuous Smuggling of Persons. *Penal Code 20.06*
10. Trafficking of Persons. *Penal Code 20A.02*
11. Continuous Trafficking of Persons. *Penal Code 20A.03*
12. Continuous Sexual Abuse of Young Child or Disabled Individual. *Penal Code 21.02*
13. Bestiality. *Penal Code 21.09*
14. Indecency with a Child. *Penal Code 21.11*
15. Improper Relationship between Educator and Student. *Penal Code 21.12*
16. Invasive Visual Recording. *Penal Code 21.15*
17. Unlawful Disclosure or Promotion of Intimate Visual Material. *Penal Code 21.16*
18. Voyeurism, if the victim was younger than 14 years of age at the time of the offense. *Penal Code 21.17*
19. Sexual Coercion. *Penal Code 21.18*
20. Assault, if the offense is punishable as a felony. *Penal Code 22.01*

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21. Sexual Assault. *Penal Code 22.011*
22. Aggravated Assault. *Penal Code 22.02*
23. Aggravated Sexual Assault. *Penal Code 22.021*
24. Injury to a Child, Elderly Individual, or Disabled Individual. *Penal Code 22.04*
25. Abandoning or Endangering a Child. *Penal Code 22.041*
26. Deadly Conduct, if the person knowingly discharges a firearm at or in the direction of one or more individuals, or at or in the direction of a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied. *Penal Code 22.05*
27. Terroristic Threat, if the actor threatens to commit any offense involving violence to any person or property with intent to:
 - a. Place any person in fear of imminent serious bodily injury if the actor knows the person is a peace officer or judge;
 - b. Prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place if the prevention or interruption causes pecuniary loss of \$1,500 or more to the owner;
 - c. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
 - d. Place the public or a substantial group of the public in fear of serious bodily injury; or
 - e. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision. *Penal Code 22.07*
28. Aiding Suicide, if the conduct causes suicide or attempted suicide that results in serious bodily injury. *Penal Code 22.08*
29. Tampering with Consumer Product. *Penal Code 22.09*
30. Harassment by Persons in Certain Facilities or of Public Servant. *Penal Code 22.11*

Sexual Assault of
Another Student

A student shall be removed from class and placed in a DAEP or juvenile justice alternative education program (JJAEP) if:

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1. The student was convicted of, received adjudication for, or was placed on probation for sexual assault of another student who was a young child or disabled individual while the students were assigned to the same campus, regardless of whether the assault occurred on or off school property;
2. The parent of the victim of the assault has requested that the student be transferred to a campus other than that to which the victim is assigned; and
3. There is only one campus in a district serving the grade level in which the student is enrolled.

Education Code 25.0341, 37.0051(a) [See FDE at Sexual Assault Transfer—Transfer of Assailant]

A limitation imposed by Education Code Chapter 37 on the length of placement in a DAEP or a JJAEP does not apply to a placement under this provision. *Education Code 37.0051(b)*

Permissive Removal
Non-Title 5 Felony

A student may be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

1. The superintendent or designee has a reasonable belief [see Reasonable Belief, above] that the student has engaged in conduct defined as a felony offense other than aggravated robbery under Penal Code 29.03, or those offenses listed in Penal Code Title 5 [see above at Title 5 Felonies]; and
2. The continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

Education Code 37.006(d)–(e)

Bullying

A student may be removed from class and placed in a DAEP if the student:

1. Engages in bullying that encourages a student to commit or attempt to commit suicide;
2. Incites violence against a student through group bullying; or
3. Releases or threatens to release intimate visual material of a minor or student who is 18 years of age or older without the student's consent.

Nothing in this provision exempts a school from reporting a finding of intimate visual material of a minor.

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<i>Definitions</i>	
Bullying	“Bullying” has the meaning assigned by Education Code 37.0832. [See FFI]
Intimate Visual Material	“Intimate visual material” has the meaning assigned by Civil Practice and Remedies Code 98B.001. <i>Education Code 37.0052</i>
One Year After Conduct	A principal or other appropriate administrator may, but is not required to, remove a student to a DAEP for off-campus conduct, for which removal would otherwise be required, if the principal or other appropriate administrator did not have knowledge of the conduct before the first anniversary of the date the conduct occurred. <i>Education Code 37.006(n)</i>
Certain Organization and Gang Membership and Solicitation	A board or an educator shall recommend placing in DAEP any student who commits the misdemeanor offenses described in Education Code 37.121(a) and (c), regarding membership in or solicitation to join a public school fraternity, sorority, secret society, or gang [see FNCC]. <i>Education Code 37.121(b)</i>
Older Students	A person who is 21 years of age or older and is admitted by a district for the purpose of completing the requirements for a diploma is not eligible for placement in a DAEP if the person engages in conduct that would require or authorize such placement for a student under the age of 21. If the student engages in such conduct, the district shall revoke the student’s admission. <i>Education Code 25.001(b-1)</i>
Placement of Younger Students	A student who is younger than ten shall be removed from class and placed in a DAEP if the student engages in conduct for which expulsion would be required by Section 37.007. <i>Education Code 37.006(f), .007(e)</i> [See FOD]
Students Younger Than Six	Notwithstanding any other provision of the Education Code, a student who is younger than six years of age may not be removed from class and placed in a DAEP, except that a student younger than six years of age who has been expelled pursuant to the Gun Free Schools Act [see FOD] shall be provided educational services in a DAEP. <i>Education Code 37.006(l), .007(e)(2)</i>
Process for Removal Conference	Not later than the third class day after a student is removed by a teacher or by the school principal or other appropriate administrator, the campus behavior coordinator (CBC) or other appropriate administrator shall schedule a conference among the CBC or other appropriate administrator, the student’s parent or guardian, the teacher removing the student from class, if any, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the re-

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removal, and an opportunity to respond to the reasons for the removal. The student may not be returned to the regular class pending the conference.

Mitigating Factors

Before ordering removal to a DAEP, the CBC must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, regardless of whether the decision of the behavior coordinator concerns a mandatory or discretionary action.

Order

Following the conference, and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the CBC, after considering any mitigating factors under Education Code 37.001(a)(4) [see FO], shall order the placement of the student for a period consistent with the Student Code of Conduct.

Appeal

If district policy allows a student to appeal to the board or the board's designee a decision of the CBC or other appropriate administrator, the decision of the board or the board's designee is final and may not be appealed.

Education Code 37.009(a) [See Student Code of Conduct]

Term of Removal

The period of the placement after removal may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees. *Education Code 37.009(a)*

A board or designee shall set a term for a student's placement in a DAEP. If the period of placement is inconsistent with the guidelines in the Student Code of Conduct, the order must give notice of the inconsistency. The period of placement in a DAEP may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees or extended placement is in the best interest of the student. *Education Code 37.009(d)*

Beyond Grading
Period or 60 Days

If placement in a DAEP is to extend beyond 60 days or the end of the next grading period, whichever is earlier, the student's parent or guardian is entitled to notice of and an opportunity to participate in a proceeding before a board or designee.

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<i>No Appeal</i>	<p>Any decision of a board or designee concerning placement beyond 60 days or the end of the next grading period is final and cannot be appealed.</p> <p><i>Education Code 37.009(b)</i></p>
Beyond End of School Year	<p>Before a student may be placed in a DAEP for a period that extends beyond the end of the school year, a board or designee must determine that:</p> <ol style="list-style-type: none">1. The student's presence in the regular classroom program or at the student's regular campus presents a danger of physical harm to the student or another individual; or2. The student has engaged in serious or persistent misbehavior that violates the Student Code of Conduct. <p><i>Education Code 37.009(c)</i></p>
Order of Removal	<p>A board or designee shall deliver to the student and the student's parent or guardian a copy of the order placing the student in a DAEP. <i>Education Code 37.009(g)</i></p> <p>Not later than the second business day after the date of the removal conference, a board or designee shall deliver a copy of the order placing the student in a DAEP and any information required under Family Code 52.04 to the authorized officer of the juvenile court in the county in which the juvenile resides. <i>Education Code 37.010(a)</i></p>
<i>Activities</i>	<p>The terms of a placement under Education Code 37.006 must prohibit the student from attending or participating in school-sponsored or school-related activities. <i>Education Code 37.006(g)</i></p> <p>In addition to any notice required under Code of Criminal Procedure 15.27 [see GRAA], a principal or designee shall inform each educator who has responsibility for, or is under the direction and supervision of an educator who has responsibility for, the instruction of a student who has engaged in conduct for which DAEP placement must or may be ordered.</p> <p>Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law. An educator's certificate may be suspended or revoked for intentional failure to keep such information confidential.</p> <p><i>Education Code 37.006(o)</i></p>

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**Completion of
Proceedings Upon
Withdrawal**

If a student withdraws from a district before an order for placement in a DAEP is entered, the principal or board, as appropriate, may complete the proceedings and enter an order. If the student re-enrolls in the district the same or subsequent school year, the district may enforce the order at that time except for any period of the placement that has been served by the student in another district that honored the order. If the principal or board fails to enter an order after the student withdraws, the next district in which the student enrolls may complete the proceedings and enter an order. *Education Code 37.009(i)*

**Enrollment in
Another District**

If a student placed in a DAEP enrolls in another district before the expiration of the placement, a board shall provide to the district in which the student enrolls a copy of the placement order at the same time it provides other records. The district in which the student enrolls shall inform each educator who will have responsibility for, or will be under the direction and supervision of an educator who will have responsibility for, the instruction of the student of the contents of the placement order. Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law.

The district in which the student enrolls may continue the placement or allow the student to attend regular classes without completing the period of placement. [See FO] The district in which the student enrolls may take any of these actions if:

1. The student was placed in a DAEP by an open-enrollment charter school and the charter school provides the district a copy of the placement order; or
2. The student was placed in a DAEP by a district in another state and:
 - a. The out-of-state district provides a copy of the placement order; and
 - b. The grounds for placement are the same as grounds for placement in the enrolling district.

Education Code 37.008(j)

**Out-of-State
Placement**

If a student was placed in a DAEP in another state for more than one year and the enrolling district continues the placement under Education Code 37.008(j), the enrolling district shall reduce the period of placement so that the aggregate period does not exceed one year unless the enrolling district determines that:

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1. The student is a threat to the safety of other students or to district employees; or
2. Extended placement is in the best interest of the student.

Education Code 37.008(j-1)

Court-Ordered Placement

Unless a board and the juvenile board for the county in which a district's central administrative office is located have entered into a memorandum of understanding concerning the juvenile probation department's role in supervising and providing other support services for students in DAEP programs:

1. A court may not order a student expelled under Section 37.007 to attend a school district DAEP as a condition of probation;
2. A court may not order a student to attend a DAEP without a district's consent, until the student has successfully completed any sentencing requirements, if the court has ordered the student to attend a DAEP as a condition of probation once during a school year and the student is referred to juvenile court again during that school year.

Education Code 37.010(c)-(d)

School Activities

Any court placement in a DAEP must prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.010(e)*

Placement After Court Disposition

After the student has successfully completed any court disposition requirements, including conditions of deferred prosecution or conditions required by the prosecutor or probation department, a district may not refuse to admit the student if the student meets the requirements for admission into the public schools. A district may place the student in the DAEP.

Notwithstanding Education Code 37.002(d) [see FOA], the student may not be returned to the classroom of the teacher under whose supervision the offense occurred without that teacher's consent. The teacher may not be coerced to consent.

Education Code 37.010(f)

**Not Guilty/
Insufficient
Evidence/Charges
Dropped**

The office of the prosecuting attorney or the office or official designated by the juvenile board shall, within two working days, notify the school district that removed a student to a DAEP under Education Code 37.006 if:

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1. Prosecution of a student was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated; or
2. A court or jury found the student not guilty or made a finding the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed with prejudice.

On receipt of the notice, the superintendent or designee shall review the student's placement in the DAEP. The student may not be returned to the regular classroom pending the review. The superintendent or designee shall schedule a review of the student's placement with the student's parent or guardian not later than the third class day after the superintendent or designee receives notice from the office or official designated by the court.

After reviewing the notice and receiving information from the student's parent or guardian, the superintendent or designee may continue the student's placement in the DAEP if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

Education Code 37.006(h); Code of Criminal Procedure 15.27(g)

Appeal After
Placement Upheld

The student or the student's parent or guardian may appeal a superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. A board shall, at the next scheduled meeting, review the notice provided by the office of the prosecuting attorney or the office or official designated by the juvenile board; receive information from the student, the student's parent or guardian, and the superintendent or designee; and confirm or reverse the superintendent's decision. The board shall make a record of the proceedings.

If a board confirms the decision, the board shall inform the student and the student's parent or guardian of the right to appeal to the commissioner of education. The student may not be returned to the regular classroom pending the appeal to the commissioner.

Education Code 37.006(i)–(j)

**120-Day Review of
Status**

A student placed in a DAEP shall be provided a review of the student's status, including a review of the student's academic status, by a board's designee at intervals not to exceed 120 days. In the case of a high school student, the board's designee, with the student's parent or guardian, shall review the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The district is not required to provide a course in the DAEP, except as required by

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Education Code 37.008(l). [See FOCA] At the review, the student or the student's parent or guardian must be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of the teacher who removed the student without that teacher's consent. The teacher may not be coerced to consent. *Education Code 37.009(e)*

Additional Proceedings

If, during the term of placement, a student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted and the principal or board, as appropriate, may enter an additional order. *Education Code 37.009(j)*

Reporting

A district may include the number of students removed to a DAEP in its annual performance report. *Education Code 39.306(e)(5)*
[See AIB]

Note: See FOF for provisions concerning students with disabilities.

A disciplinary alternative education program (DAEP) is an educational and self-discipline alternative instruction program, adopted by local policy, for students in elementary through high school grades who are removed from their regular classes for mandatory or discretionary disciplinary reasons and placed in a DAEP. *19 TAC 103.1201(a)*

[See board-adopted Student Code of Conduct for information regarding DAEP.]

**Joint/Contracted
DAEP**

A district may provide a DAEP jointly with one or more other districts or may contract with third parties for DAEP services. The district must require and ensure compliance with district responsibilities that are transferred to the third-party provider. *Education Code 37.008(d); 19 TAC 103.1201(d)*

A DAEP may provide for a student's transfer to a different campus, a school-community guidance center, or a community-based alternative school. *Education Code 37.008(b)*

Community
Organizations

A district shall cooperate with government agencies and community organizations that provide services in the district to students placed in a DAEP. *Education Code 37.008(e)*

Shared Service
Arrangements

A district that participates in a shared service arrangement for DAEP services shall ensure that the district improvement plan and each campus-level plan include the performance of the DAEP student group for the district in accordance with 19 Administrative Code 103.1201(b) [see BQ]. *19 TAC 103.1201(b)*

Funding

A student removed to a DAEP is counted in computing a district's average daily attendance for the student's time in actual attendance in the program. *Education Code 37.008(f)*

A district shall allocate to a DAEP the same expenditure per student attending the DAEP that would be allocated to the student's school if the student were attending the student's regularly assigned education program, including a special education program. *Education Code 37.008(g)* [See also EHBC(LEGAL), Limit on DAEP Expenditures]

Location

A DAEP shall be provided in a setting other than the student's regular classroom. *Education Code 37.008(a)(1)*

A DAEP may be located on-campus or off-campus in adherence with requirements of the *Student Attendance Accounting Handbook*. For reporting purposes, the DAEP shall use the county-district-campus number of the student's locally assigned campus (the

campus the student would be attending if the student was not attending the DAEP). *19 TAC 103.1201(c); Education Code 37.008(a)(2)*

An off-campus DAEP is not subject to a requirement imposed by the Education Code, other than a limitation on liability, a reporting requirement, or a requirement imposed by Education Code Chapter 37 or Chapter 39 or 39A. *Education Code 37.008(c)*

An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. The designation of elementary and secondary is determined by adopted local policy. *Education Code 37.006(f); 19 TAC 103.1201(h)(1)*

Students who are assigned to the DAEP shall be separated from students who are not assigned to the program. Notwithstanding this requirement, summer programs provided by the district may serve students assigned to a DAEP in conjunction with other students, as determined by local policy.

Students in the DAEP shall be separated from students in a juvenile justice alternative education program.

Education Code 37.008(a)(3), (c); 19 TAC 103.1201(f)(3), (h)(3)

Safety

A district is responsible for the safety and supervision of the students assigned to the DAEP; however, the immunity from the liability established in Education Code 22.0511 [see DG], shall not be impacted. The DAEP staff shall be prepared and trained to respond to health issues and emergencies.

Each district shall establish a board-approved policy for discipline and intervention measures to prevent and intervene against unsafe behavior and include disciplinary actions that do not jeopardize students' physical health and safety, harm emotional well-being, or discourage physical activity.

19 TAC 103.1201(h)

Staffing

A DAEP shall employ only teachers who meet certification requirements under Education Code Chapter 21, Subchapter B. The certified teacher-to-student ratio in a DAEP shall be one teacher for each 15 students in elementary through high school grades. *Education Code 37.008(a)(7); 19 TAC 103.1201(h)(1)*

Staff at each DAEP shall participate in training programs on education, behavior management, and safety procedures that focus on positive and proactive behavior management strategies. The training programs must also target prevention and intervention that include:

1. Training on the education and discipline of students with disabilities who receive special education services;
2. Instruction in social skills and problem-solving skills that addresses diversity, dating violence, anger management, and conflict resolution to teach students how to interact with teachers, family, peers, authority figures, and the general public; and
3. Annual training on established procedures for reporting abuse, neglect, or exploitation of students.

19 TAC 103.1201(i)

Entrance Procedures

Procedures for each DAEP shall be developed and implemented for newly entering students and their parents or guardians on the expectations of the DAEP. These procedures shall include written contracts between students, parents or guardians, and the DAEP that formalize expectations and establish the students' individual plans for success. *19 TAC 103.1201(j)*

Academics

The academic mission of DAEPs shall be to enable students to perform at grade level. A DAEP shall focus on English language arts, mathematics, science, history, and self-discipline. *Education Code 37.008(a)(4), (m)*

A district shall provide an academic and self-discipline program that leads to graduation and includes instruction in each student's currently enrolled foundation curriculum necessary to meet the student's individual graduation plan, including special education services. A student's required high school personal graduation plan [see EIF] may not be altered when the student is assigned to a DAEP.

Opportunity to
Complete Course

A district shall offer a student removed to a DAEP an opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal, before the beginning of the next school year, through any method available, including a correspondence course, distance learning, or summer school. The district may not charge the student for a course provided under this provision.

Education Code 37.008(l); 19 TAC 103.1201(f)

A district shall provide the parents of a student removed to a DAEP with written notice of the district's obligation to provide the student with an opportunity to complete coursework required for graduation. The notice must include information regarding all methods available for completing the coursework and state that the methods are available at no cost to the student. *Education Code 37.008(l-1)*

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School Day The school day for a DAEP shall be at least 240 minutes in length each day, including intermissions and recesses. *19 TAC 103.1201(f)(2)*

Accountability The campus of accountability for student performance must be the student's locally assigned campus, including when the district or shared services arrangement contracts with a third party for DAEP services. *19 TAC 103.1201(e)*

Academic Assessments A district shall administer to a student placed in a DAEP program for a period of 90 school days or longer an assessment instrument:

1. Initially on placement of the student in the program; and
2. Subsequently on the date of the student's departure from the program, or as near that date as possible.

The assessment instrument:

1. Must be designed to assess at least a student's basic skills in reading and mathematics;
2. May be:
 - a. Comparable to any assessment instrument generally administered to students placed in juvenile justice alternative education programs for a similar purpose; or
 - b. Based on an appropriate alternative assessment instrument developed by the agency to measure student academic growth; and
3. Is in addition to the required state assessments [see EKB].

Education Code 37.0082

Released state assessments for reading and mathematics for the appropriate grade may be used. A district may apply for approval of an assessment that includes the Texas Essential Knowledge and Skills for reading and mathematics for the student's assigned grade. The commissioner will publish on the TEA website a list of assessments approved for use in each school year. A district may contact TEA to obtain accommodated versions of particular assessments.

The grade level of an assessment shall be based upon the academic grade completed prior to the student being assigned to a DAEP if placement occurs in the fall or first semester of the academic school year. If placement occurs in the spring or second semester of the academic school year, the student shall be administered an assessment based on the current grade level.

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Each district shall provide an academic report to the student's locally assigned campus, which shall include the pre- and post-assessment results of the student's basic skills in reading and mathematics, within ten school days of the student completing the post-assessment.

Procedures for administering the pre- and post-assessment, including appropriate accommodations as needed, shall be developed and implemented in accordance with local district policy.

A student in the district's DAEP must also be assessed under the required state assessment [see EKB].

19 TAC 103.1203

Special Populations

Special Education

A DAEP serving a student with a disability who receives special education services shall provide educational services that will support the student in meeting the goals identified in the individualized education program (IEP) established by a duly-constituted admission, review, and dismissal (ARD) committee, in accordance with Education Code 37.004 and federal requirements. *19 TAC 103.1201(g)*

Drug and Alcohol
Treatment

A program of educational and support services may be provided to a student and the student's parents when the offense involves drugs or alcohol as specified under Education Code 37.006 and 37.007. A DAEP that provides chemical dependency treatment services must be licensed under Health and Safety Code Chapter 464. *Education Code 37.008(k)*

**Transition to Regular
Classroom**

The transition services established for a student who is exiting a DAEP and returning to the student's locally assigned campus shall be implemented as required by Education Code 37.023. *19 TAC 103.1201(k)*

Definitions

"Alternative education program" includes:

1. A disciplinary alternative education program operated by a school district or open-enrollment charter school;
2. A juvenile justice alternative education program; and
3. A residential program or facility operated by or under contract with the Texas Juvenile Justice Department, a juvenile board, or any other governmental entity.

"Licensed clinical social worker" has the meaning assigned by Occupations Code 505.002.

Education Code 37.023(a)

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- After Determination of the Release Date
- As soon as practicable after an alternative education program determines the date of a student's release from the program, the alternative education program administrator shall:
1. Provide written notice of that date to:
 - a. The student's parent or a person standing in parental relation to the student; and
 - b. The administrator of the campus to which the student intends to transition; and
 2. Provide the campus administrator:
 - a. An assessment of the student's academic growth while attending the alternative education program; and
 - b. The results of any assessment instruments administered to the student.

Education Code 37.023(b)

- Coordination After Release
- Not later than five instructional days after the date of a student's release from an alternative education program, the campus administrator shall coordinate the student's transition to a regular classroom. The coordination must include assistance and recommendations from:
1. School counselors;
 2. School district peace officers;
 3. School resource officers;
 4. Licensed clinical social workers;
 5. Campus behavior coordinators;
 6. Classroom teachers who are or may be responsible for implementing the student's personalized transition plan; and
 7. Any other appropriate school district personnel.

Education Code 37.023(c)

- Personalized Transition Plan
- The assistance described above must include a personalized transition plan for the student developed by the campus administrator. A personalized transition plan:
1. Must include recommendations for the best educational placement of the student; and
 2. May include:

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- a. Recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals;
- b. Recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity;
- c. The provision of information to the student's parent or a person standing in parental relation to the student about the process to request a full individual and initial evaluation of the student for purposes of special education services under Education Code 29.004; and
- d. A regular review of the student's progress toward the student's academic or career goals.

Education Code 37.023(d)

Parent Meeting

If practicable, the campus administrator, or the administrator's designee, shall meet with the student's parent or a person standing in parental relation to the student to coordinate plans for the student's transition.

Applicability

Education Code 37.023 applies only to a student subject to compulsory attendance requirements under Education Code 25.085 [see FEA].

Education Code 37.023(e)–(f)

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**Students with
Disabilities Under
Section 504**

A district shall conduct an evaluation in accordance with 34 C.F.R. 104.35(b) before taking any action with respect to any significant change in placement of a student with a disability who needs or is believed to need special education and related services. *34 C.F.R. 104.35(a)*

A district may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the district would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to such disciplinary action. *29 U.S.C. 705(20)(C)(iv)*

Note: The provisions below apply only to students eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA).

**Students Receiving
Special Education
Services**

All disciplinary actions regarding students with disabilities must be determined in accordance with 34 C.F.R. 300.101(a) and 300.530–300.536; Education Code Chapter 37, Subchapter A; and 19 Administrative Code 89.1053 (Procedures for Use of Restraint and Time-Out). *19 TAC 89.1050(k)*

Except as set forth below, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. *Education Code 37.004(a)–(b)*

The methods adopted in the Student Code of Conduct [see FO] for discipline management and for preventing and intervening in student discipline problems must provide that a student who is enrolled in the special education program may not be disciplined for bullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. *Education Code 37.001(b-1)*

DAEP Placement
Not Solely for
Educational
Purposes

A student with a disability who receives special education services may not be placed in a disciplinary alternative education program (DAEP) solely for educational purposes. A teacher in a DAEP who has a special education assignment must hold an appropriate certificate or permit for that assignment. *Education Code 37.004(c)–(d)*

**Removal for Ten
Days or Less**

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement

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	<p>to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. <i>20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1)</i></p>
Services During Removal	<p>A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. <i>34 C.F.R. 300.530(d)</i></p>
Subsequent Removals of Ten Days or Less	<p>School personnel may remove the student for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement (see below). <i>34 C.F.R. 300.530(b)(1)</i></p>
Services During Removal	<p>After a student has been removed from his or her current placement for ten school days in the same school year, during any subsequent removal of ten consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's individualized education program (IEP). <i>20 U.S.C. 1415(k)(1)(D); 34 C.F.R. 300.530(d)(4)</i></p>
Notice of Procedural Safeguards	<p>Not later than the date on which the decision to take the disciplinary action is made, a district shall notify the student's parents of the decision and of all procedural safeguards [see EHBAE]. <i>20 U.S.C. 1415(k)(1)(H)</i></p>
Removals That Are a Change in Placement	<p>Any disciplinary action that would constitute a change in placement may be taken only after the student's ARD committee conducts a manifestation determination review.</p> <p>Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review [see Manifestation Determination, below].</p> <p><i>Education Code 37.004(b)</i></p>
Behavior Assessment and Intervention	<p>If a district takes a disciplinary action regarding a student with a disability who receives special education services that constitutes a change in placement under federal law, the district shall:</p> <ol style="list-style-type: none">1. Not later than the tenth school day after the change in placement:

- a. Seek consent from the student's parent or person standing in parental relation to the student to conduct a functional behavioral assessment of the student, if a functional behavioral assessment has never been conducted on the student or the student's most recent functional behavioral assessment is more than one year old; and
 - b. Review any previously conducted functional behavioral assessment of the student and any behavior improvement plan or behavioral intervention plan developed for the student based on that assessment; and
2. As necessary, develop a behavior improvement plan or behavioral intervention plan for the student if the student does not have a plan or, if the student has a behavior improvement plan or behavioral intervention plan, revise the student's plan.

Education Code 37.004(b-1)

Change in
Placement

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than ten consecutive school days; or
2. Subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten school days in a school year;
 - b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and
 - c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

34 C.F.R. 300.536

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates a code of student conduct. *20 U.S.C. 1415(k)(1)(A)*

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Manifestation
Determination

Within ten school days of any decision to change the placement of a student because of a violation of a code of student conduct, a district, parents, and relevant members of the ARD committee (as determined by the parent and the district) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

1. Caused by, or had a direct and substantial relationship to, the student's disability; or
2. The direct result of the district's failure to implement the IEP.

If the district, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

If the district, the parent, and relevant members of the ARD committee determine the conduct was the direct result of the district's failure to implement the IEP, the district must take immediate steps to remedy those deficiencies.

20 U.S.C. 1415(k)(1)(E); 34 C.F.R. 300.530(e)

Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting. *20 U.S.C. 1415(k)(1)(C), (k)(2); 34 C.F.R. 300.530(c)*

Expulsion

In a county with a juvenile justice alternative education program (JJAEP) [see FODA], a district must invite the administrator of the JJAEP or the administrator's designee to an ARD committee meeting convened to discuss the discretionary expulsion under Education Code 37.007 of a student with a disability. The district must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJAEP representative with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the student's current IEP in the JJAEP. *19 TAC 89.1052*

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*Services During
Removal*

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)–(2)

For a student with a disability who was expelled under a discretionary expulsion under Education Code 37.007, an ARD committee meeting must be convened to reconsider placement of the student in the JJAEP if the JJAEP provides written notice to the district of specific concerns that the student's education or behavioral needs cannot be met in JJAEP.

The district must invite the JJAEP administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's continued placement in JJAEP.

19 TAC 89.1052

Manifestation

If the district, the parents, and relevant members of the ARD committee determine that the conduct was a manifestation of the student's disability, the ARD committee shall:

1. Conduct a functional behavioral assessment (FBA), unless the district had conducted an FBA before the behavior that resulted in the change in placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
2. If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

Except as provided at Special Circumstances, below, the ARD committee shall return the student to the placement from which the

student was removed, unless the parent and the district agree to a change in placement as part of the modification of the BIP.

20 U.S.C. 1415(k)(1)(F); 34 C.F.R. 300.530(f)

**Special
Circumstances**

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.

20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)

The ARD committee shall determine the interim alternative education setting. *20 U.S.C. 1415(k)(2)*

**Services During
Removal**

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)

Appeals

A parent who disagrees with a placement decision or the manifestation determination may request a hearing. A district that believes that maintaining a current placement of a student is substantially likely to result in injury to the student or others may request a hearing. *20 U.S.C. 1415(k)(3)(A); 34 C.F.R. 300.532(a); 19 TAC 89.1151*

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Placement During Appeals	When an appeal has been requested by a parent or a district, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the student's assignment to the alternative setting, whichever occurs first, unless the parent and district agree otherwise. <i>20 U.S.C. 1415(k)(4); 34 C.F.R. 300.533</i>
Reporting Crimes	Federal law does not prohibit a district from reporting a crime committed by a student with a disability to appropriate authorities. If a district reports a crime, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the district reported the crime. A district may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). <i>20 U.S.C. 1415(k)(6); 34 C.F.R. 300.535</i> [See FL]
Students Not Yet Identified	A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if a district had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred. <i>20 U.S.C. 1415(k)(5)(A); 34 C.F.R. 300.534(a)</i>
District Knowledge	<p>A district shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:</p> <ol style="list-style-type: none">1. The parent of the student expressed concern in writing to supervisory or administrative personnel of the district, or to the teacher of the student, that the student was in need of special education and related services;2. The parent requested an evaluation of the student for special education and related services; or3. The student's teacher, or other district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the district. <p><i>20 U.S.C. 1415(k)(5)(B); 34 C.F.R. 300.534(b)</i></p>
Exception	<p>A district shall not be deemed to have knowledge that the student had a disability if:</p> <ol style="list-style-type: none">1. The parent has not allowed an evaluation of the student;2. The parent has refused services; or

3. The student has been evaluated and it was determined that the student did not have a disability.

20 U.S.C. 1415(k)(5)(C); 34 C.F.R. 300.534(c)

If a district does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

20 U.S.C. 1415(k)(5)(D); 34 C.F.R. 300.534(d)

**Behavior
Management
Techniques**

It is the policy of the state to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities. *Education Code 37.0021(a); 19 TAC 89.1053(j)*

[For restrictions on aversive techniques, see FO.]

**Rules on Restraint
and Seclusion**

The commissioner by rule shall adopt procedures for the use of restraint and time-out by a district employee or volunteer or an independent contractor of a district in the case of a student with a disability receiving special education services. The procedures must be consistent with Education Code 37.0021(d). *Education Code 37.0021(d)*

**School Peace
Officers**

This section and any rules or procedures adopted under this section apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a school district; or
2. Provides, as a school resource officer, a regular police presence on a school district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h); 19 TAC 89.1053(l)

STUDENT DISCIPLINE
STUDENTS WITH DISABILITIES

FOF
(LEGAL)

- Exceptions Education Code 37.0021 (use of confinement, seclusion, restraint, and time-out) does not apply to:
1. A peace officer, while performing law enforcement duties, except as provided above [see School Peace Officers] and by Education Code 37.0021(i) [see Restraint, Documentation, below];
 2. Juvenile probation, detention, or corrections personnel; or
 3. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district.

*Law Enforcement
Duties*

“Law enforcement duties” means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g); 19 TAC 89.1053(l), (m)

Further, Education Code 37.0021 does not prevent a student’s locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon; and
2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

For these purposes, “weapon” includes any weapon described under Education Code 37.007(a)(1). [See FNCG]

Education Code 37.0021(f)

Confinement

A student with a disability who receives special education services may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique. *Education Code 37.0021(a)*

Seclusion

A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. *Education Code 37.0021(c)*

“Seclusion” means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and
2. Contains less than 50 square feet of space.

Education Code 37.0021(b)(2)

Restraint	<p>A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:</p> <ol style="list-style-type: none">1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.2. Restraint shall be discontinued at the point at which the emergency no longer exists.3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.4. Restraint shall not deprive the student of basic human necessities. <p><i>19 TAC 89.1053(c)</i></p> <p>“Restraint” means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student’s body.</p>
<i>Emergency</i>	<p>“Emergency” means a situation in which a student’s behavior poses a threat of:</p> <ol style="list-style-type: none">1. Imminent, serious physical harm to the student or others; or2. Imminent, serious property destruction. <p><i>19 TAC 89.1053(b)(1)–(2)</i></p>
<i>Training</i>	<p>Training for school employees, volunteers, or independent contractors regarding the use of restraint shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(d).</p>
<i>Documentation</i>	<p>In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the documentation requirements set forth at 19 Administrative Code 89.1053(e).</p> <p>A district shall report electronically to TEA, in accordance with standards provided by commissioner rule, information relating to the use of restraint by a peace officer performing law enforcement duties on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by commissioner rule for reporting the use of restraint involving students with disabilities.</p> <p><i>Education Code 37.0021(i)</i></p>
Time-Out	<p>A school employee, volunteer, or independent contractor may use time-out with the following limitations:</p> <ol style="list-style-type: none">1. Physical force or threat of physical force shall not be used to place a student in time-out.

2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease targeted behavior.
3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

19 TAC 89.1053(g)

"Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

1. That is not locked; and
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

19 TAC 89.1053(b)(3)

Training

Training for school employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(h).

Documentation

Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP or BIP. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

19 TAC 89.1053(i)

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**Applicability of
Criminal Laws**

The criminal laws of the state apply to the areas under the control and jurisdiction of the board. *Education Code 37.101*

Trespass

An unauthorized person who trespasses on the grounds of a school district commits a Class C misdemeanor. *Education Code 37.107*

**Refusal of Entry or
Ejection of
Unauthorized
Persons**

A school administrator, school resource officer, or school district peace officer may refuse to allow persons to enter on or may eject a person from property under the district's control if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and:
 - a. The administrator, resource officer, or peace officer issues a verbal warning to the person that the person's behavior is inappropriate and may result in the person's refusal of entry or ejection; and
 - b. The person persists in that behavior.

Identification may be required of any person on property under the district's control.

A district shall maintain a record of each verbal warning issued, including the name of the person to whom the warning was issued and the date of issuance.

At the time a person is refused entry to or ejected from a school district's property, the district shall provide to the person written information explaining the appeal process.

If a parent or guardian of a child enrolled in a school district is refused entry to the district's property, the district shall accommodate the parent or guardian to ensure that the parent or guardian may participate in the child's admission, review, and dismissal committee or in the child's team established under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), in accordance with federal law.

The term of a person's refusal of entry to or ejection from a school district's property under this section may not exceed two years.

A district shall post on the district's website and each district campus shall post on any campus website a notice regarding these provisions, including the appeal process.

The board shall adopt a policy that uses the district's existing grievance process [see FNG, GF] to permit a person refused entry to or

ejected from property controlled by the district to appeal such refusal of entry or ejection. The policy must permit a person appealing under this section to address the board in person within 90 days of the commencement of the appeal, unless the appeal is granted before the board considers the appeal.

The board's decision to grant or deny an appeal under this section is final and may only be further appealed under the applicable provisions of Texas Education Code 7.057.

Education Code 37.105; 19 TAC 103.1207

Vehicles on School Property

A board may bar or suspend a person from driving or parking a vehicle on any school property as a result of the person's violation of any rule or regulation promulgated by the board or set forth in Education Code Chapter 37, Subchapter D. [See CLC] *Education Code 37.106*

Disruption of Lawful Assembly

A person commits a Class B misdemeanor if the person, alone or in concert with others, intentionally engages in disruptive activity on the campus or property of a public school.

Disruptive activity means:

1. Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building without the authorization of the administration of the school;
2. Seizing control of any building or portion of a building to interfere with any administrative, educational, research, or other authorized activity;
3. Preventing or attempting to prevent by force or violence or the threat of violence any lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur;
4. Disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or
5. Obstructing or restraining the passage of any person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats thereof the ingress or egress of any person to or from the property or campus without the authorization of the administration of the school.

Free Speech

This provision shall not be construed to infringe upon any right of free speech or expression guaranteed by the constitutions of the United States or the state of Texas.

Education Code 37.123

**Disruption of
Classes**

A person, other than a primary or secondary grade student enrolled in the school, commits a Class C misdemeanor if the person, on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age.

Disrupting the conduct of classes or other school activities includes:

1. Emitting noise of an intensity that prevents or hinders classroom instruction.
2. Enticing or attempting to entice a student away from a class or other school activity that the student is required to attend.
3. Preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend.
4. Entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or use of loud or profane language, disrupting class activities.

“School property” includes a public school campus or school grounds on which a public school is located, and any grounds or buildings used by a school for an assembly or other school-sponsored activity.

“Public property” includes a street, highway, alley, public park, or sidewalk.

Education Code 37.124

**Disruption of
Transportation**

A person, other than a primary or secondary grade student, commits a Class C misdemeanor if the person intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school, or to or from activities sponsored by a school, on a vehicle owned and/or operated by a district. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

**Tobacco and
E-Cigarettes**

A board shall prohibit smoking or using e-cigarettes or tobacco products at a school-related or school-sanctioned activity on or off school property. School personnel shall enforce these policies on school property. *Education Code 38.006* [See FNCD for the definition of e-cigarette.]

Smoking in
Buildings

A district shall not permit smoking within any indoor facility used for provision of routine or regular kindergarten, elementary, or secondary education or library services to children; or regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of employees who provide such services. *20 U.S.C. 6083; 20 U.S.C. 7183*

Criminal Penalty

A person commits an offense if the person is in possession of a burning tobacco product, smokes tobacco, or operates an e-cigarette in a facility of a public school.

Defense

It is a defense to prosecution that a district does not have prominently displayed a reasonably sized notice that smoking is prohibited by state law in such place and that an offense is punishable by a fine not to exceed \$500.

*Facilities for
Extinguishment*

A district shall be equipped with facilities for extinguishment of smoking materials.

Penal Code 48.01(a)–(c)

Alcohol

A board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property. *Education Code 38.007(a)* [See FNCF regarding alcohol-free zones.]

Intoxicants

A person commits a Class C misdemeanor if the person possesses an intoxicating beverage for consumption, sale, or distribution while:

1. On the grounds or in a building of a public school; or
2. Entering or inside any enclosure, field, or stadium where any athletic event sponsored or participated in by a public school is being held.

Education Code 37.122 [See also FNCF]

Fireworks

A person may not explode or ignite fireworks within 600 feet of any school unless the person receives authorization in writing from the school. *Occupations Code 2154.251(a)(1)*

**Federal Gun-Free
School Zones Act**

It is unlawful for any individual knowingly to possess a firearm at a place that the individual knows, or has reasonable cause to believe, is a school zone.

“School zone” means in, or on the grounds of, a school; or within a distance of 1,000 feet from the grounds of a school.

This prohibition does not apply to the possession of a firearm:

1. On private property not part of school grounds;
2. If the individual possessing the firearm is licensed to do so by the state, and the law of the state requires that, before an individual obtains such a license, the law enforcement authorities of the state verify that the individual is qualified under law to receive the license;
3. That is not loaded and in a locked container, or a locked firearms rack that is on a motor vehicle;
4. By an individual for use in a program approved by a school in the school zone;
5. By an individual in accordance with a contract entered into between a school in the school zone and the individual or an employer of the individual;
6. By a law enforcement officer acting in his or her official capacity; or
7. That is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on school premises is authorized by school authorities.

It is unlawful for any person, knowingly or with reckless disregard for the safety of another, to discharge or attempt to discharge a firearm at a place that the person knows is a school zone.

This prohibition does not apply to the discharge of a firearm:

1. On private property not part of school grounds;
2. As part of a program approved by a school in the school zone, by an individual who is participating in the program;
3. By an individual in accordance with a contract entered into between a school in a school zone and the individual or an employer of the individual; or
4. By a law enforcement officer acting in his or her official capacity.

18 U.S.C. 921(a)(25), .922(q)

**Possession of
Weapons**

Unless entitled to a defense or otherwise excepted by Penal Code 46.15, a person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, location-restricted knife, club, or prohibited weapon [see FNCG]:

1. On the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or educational institution is being conducted, or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private, unless pursuant to written regulations or written authorization of the institution;
2. On the premises of a polling place on the day of an election or while early voting is in progress;
3. On the premises where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the person is a participant in the event and a firearm, location-restricted knife, club, or prohibited weapon is used in the event;
4. In the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to the OMA, and the entity provided required notice of the meeting.

It is not a defense to prosecution that the person possessed a handgun and was licensed to carry a handgun.

Penal Code 46.03(a)(1), (2), (8), (14), (f)

“Premises” Defined

“Premises,” for purposes of this policy, means a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area. *Penal Code 46.03(c)(4)*

Notice to Public

A district may provide notice that firearms and other weapons are prohibited under Penal Code 46.03 on the premises or other property, as applicable, by posting a sign at each entrance to the premises or other property that:

1. Includes language that is identical to or substantially similar to the following: “Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property”;
2. Includes the language described above in both English and Spanish;
3. Appears in contrasting colors with block letters at least one inch in height; and

4. Is displayed in a conspicuous manner clearly visible to the public.

Without a sign described above posted prominently at each entrance to the premises or other property, as applicable, a person can assert a defense to prosecution for unlawfully carrying a handgun if the person personally received notice that carrying a firearm was prohibited and promptly departed from the premises or other property.

Penal Code 46.15(m)–(o)

Transportation or
Storage of Firearm
in School Parking
Area

A district may not prohibit a person who holds a license to carry a handgun under Government Code, Chapter 411, Subchapter H, from transporting or storing a handgun or other firearm or ammunition in a locked, privately owned or leased motor vehicle in a parking lot, parking garage, or other parking area provided by the district, and may not regulate the manner in which the handgun, firearm, or ammunition is stored in the vehicle, provided that the handgun, firearm, or ammunition is not in plain view.

This does not authorize a person to possess, transport, or store a handgun, a firearm, or ammunition in violation of Education Code 37.125, Penal Code 46.03, or other law.

Education Code 37.0815

Volunteer
Emergency
Services Personnel

A district is not liable in a civil action arising from the discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Government Code, Chapter 411, Subchapter H.

The discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Subchapter H, Chapter 411, Government Code, is outside the course and scope of the individual's duties as volunteer emergency services personnel.

The district does not waive immunity from suit or liability under the Texas Tort Claims Act or any other law.

“Volunteer emergency services personnel” includes a volunteer firefighter, an emergency medical services volunteer as defined by Health and Safety Code 773.003, and any individual who, as a volunteer, provides services for the benefit of the general public during emergency situations. The term does not include a peace officer or reserve law enforcement officer, as those terms are defined

by Occupations Code 1701.001, who is performing law enforcement duties.

Civ. Prac. & Rem. Code 112.001; Penal Code 46.01(18)

Exhibition of Firearm

A person commits a third degree felony if, in a manner intended to cause alarm or personal injury to another person or to damage school property, the person intentionally:

1. Exhibits or uses a firearm:
 - a. In or on any property, including a parking lot, parking garage, or other parking area, that is owned by a private or public school; or
 - b. On a school bus being used to transport children to and from school-sponsored activities;
2. Threatens to exhibit or use a firearm in or on property described above or on a bus and was in possession of or had immediate access to the firearm.

A person commits a Class A misdemeanor if the person threatens to exhibit or use a firearm, but was not in possession of or did not have immediate access to the firearm.

Education Code 37.125

**Trespass—
Concealed Carry of
Handgun**

A license holder commits an offense if the license holder:

1. Carries a concealed handgun on the property of another without effective consent; and
2. Received notice that entry on the property by a license holder with a concealed handgun was forbidden.

An offense under Penal Code 30.06 is a Class C misdemeanor, except that the offense is a Class A misdemeanor if, after entering the property, the license holder was personally given the notice that entry or remaining on the property with a concealed handgun was forbidden and subsequently failed to depart.

**Notice / Sign—
Concealed Carry of
Handgun**

For purposes of Penal Code 30.06, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

“Written communication” means:

1. A card or other document on which is written language identical to the following: “Pursuant to Section 30.06, Penal Code

(trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun”; or

2. A sign posted on the property that includes the language described above in both English and Spanish, appears in contrasting colors with block letters at least one inch in height, and is displayed in a conspicuous manner clearly visible to the public.

Exception

It is an exception to Penal Code 30.06 that the property on which the license holder carries a concealed handgun is owned or leased by a district and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Penal Code 46.03.

Penal Code 30.06 [See also FNCG]

Unauthorized
Notice

A district may not take any action, including an action consisting of the provision of notice, by a communication described by Penal Code 30.06 or 30.07 that states or implies that a license holder who is carrying a handgun under the authority of Government Code Chapter 411 is prohibited from entering or remaining on a premises or other place owned or leased by the district unless license holders are prohibited from carrying a handgun on the premises or other place by Penal Code 46.03 or other law. *Gov't Code 411.209*

**Trespass—Open
Carry of Handgun**

A holder of a license to openly carry a handgun commits an offense if the license holder:

1. Openly carries a handgun on property of another without effective consent; and
2. Received notice that entry on the property by a license holder openly carrying a handgun was forbidden.

Notice / Sign—
Open Carry of
Handgun

For purposes of Penal Code 30.07, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

“Written communication means”:

1. A card or other document on which is written language identical to the following: “Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun),

a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly”; or

2. A sign posted on the property that includes the language described above in both English and Spanish, appears in contrasting colors with block letters at least one inch in height, and is displayed in a conspicuous manner clearly visible to the public at each entrance to the property.

An offense under Penal Code 30.07 is a Class C misdemeanor, except that the offense is a Class A misdemeanor if, after entering the property, the license holder was personally given the notice by oral communication that entry or remaining on the property with an openly carried handgun was forbidden and subsequently failed to depart.

Exception

It is an exception to Penal Code 30.07 that the property on which the license holder openly carries the handgun is owned or leased by a governmental entity and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Penal Code 46.03.

Penal Code 30.07

Unmanned Aircraft Systems

Note: For provisions applicable to the use of drones for law enforcement purposes, see CKEA

Federal Law

The U.S. Government has exclusive sovereignty of airspace of the United States. *49 U.S.C. 40103*

Small Unmanned Aircraft

“Small unmanned aircraft” means an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.

Small Unmanned Aircraft System

“Small unmanned aircraft system” (small UAS) means a small unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

14 C.F.R. 1.1, 107.3

Operation of Small UAS

The registration, airman certification, and operation of civil small UAS within the United States is subject to 14 C.F.R. Part 107. Part 107 does not apply to the following:

1. Air carrier operations;
2. Any aircraft subject to the provisions of 14 C.F.R. Part 101;

3. Any operation that a remote pilot in command elects to conduct pursuant to an exemption issued under 49 U.S.C. 44807, unless otherwise specified in the exemption; or
4. Any operation that a person elects to conduct under 14 C.F.R. Part 91 with a small UAS that has been issued an airworthiness certificate.

14 C.F.R. 107.1

*Exception for
Limited
Recreational
Operation*

A person may operate a small unmanned aircraft without specific certification or operating authority from the Federal Aviation Administration (FAA) if the operation adheres to all of the following limitations:

1. The aircraft is flown strictly for recreational purposes.
2. The aircraft is operated in accordance with or within the programming of a community-based organization's set of safety guidelines that are developed in coordination with the FAA.
3. The aircraft is flown within the visual line of sight of the person operating the aircraft or a visual observer co-located and in direct communication with the operator.
4. The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft.
5. In Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, the operator obtains prior authorization from the administrator of the FAA or designee before operating and complies with all airspace restrictions and prohibitions.
6. In Class G airspace, the aircraft is flown from the surface to not more than 400 feet above ground level and complies with all airspace restrictions and prohibitions.
7. The operator has passed an aeronautical knowledge and safety test and maintains proof of test passage to be made available to the FAA or law enforcement upon request.
8. The aircraft is registered and marked in accordance with 49 U.S.C. Chapter 441 and proof of registration is made available to the FAA or law enforcement upon request.

49 U.S.C. 44809(a)

State Law
*Regulation
Limited*

A political subdivision, including a school district, may not adopt or enforce any ordinance, order, or other similar measure regarding the operation of an unmanned aircraft. An ordinance, order, or other similar measure that violates this provision is void and unenforceable. *Gov't Code 423.009(b), (d)*

Exception

A political subdivision may adopt and enforce an ordinance, order, or other similar measure regarding:

1. The use of an unmanned aircraft during a special event;
2. The political subdivision's use of an unmanned aircraft; or
3. The use of an unmanned aircraft near a facility or infrastructure owned by the political subdivision, if the political subdivision:
 - a. Applies for and receives authorization from the Federal Aviation Administration to adopt the regulation; and
 - b. After providing reasonable notice, holds a public hearing on the political subdivision's intent to apply for the authorization.

“Special event” means a festival, celebration, or other gathering that involves the reservation and temporary use of all or a portion of a public park, road, or other property of a political subdivision; and entertainment, the sale of merchandise, food, or beverages, or mass participation in a sports event; and requires a significant use or coordination of a political subdivision's services.

Gov't Code 423.009(a)(2), (c)

Privacy Law

It is lawful to capture an image using an unmanned aircraft in this state for the reasons listed in Government Code 423.002, including:

1. With the consent of the individual who owns or lawfully occupies the real property captured in the image; or
2. From a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception.

Gov't Code 423.002(a)

Prohibited Acts

An officer or employee of a district who is acting or purporting to act in an official capacity may not, because of a person's race, religion, color, sex, or national origin:

1. Refuse to permit the person to use facilities open to the public and owned, operated, or managed by or on behalf of the district;
2. Refuse to permit the person to participate in a program owned, operated, or managed by or on behalf of the district;
3. Refuse to grant a benefit to the person; or
4. Impose an unreasonable burden on the person.

Civ. Prac. & Rem. Code 106.001(a)

Right to Preserve Use

A district, like a private property owner, may legally preserve the property under its control for the use to which it is dedicated. *Lamb's Chapel v. Center Moriches Union Free Sch. Dist.*, 508 U.S. 384 (1993)

Forum for Communication

A district may create a public forum of a place or channel of communication for use by the public at large for assembly and speech, for use by certain speakers, or for the discussion of certain subjects. *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37 (1983); *Chiu v. Plano Indep. Sch. Dist.*, 260 F.3d 330 (5th Cir. 2001)

A district is not required to allow persons to engage in every type of speech when the district establishes a limited public forum; the district may be justified in reserving its forum for certain groups or for the discussion of certain topics. A district shall not discriminate against speech on the basis of viewpoint, and any restriction must be reasonable in light of the purpose served by the forum. *Good News Club v. Milford Cent. Sch.*, 533 U.S. 98 (2001); *Lamb's Chapel v. Center Moriches Union Free Sch. Dist.*, 508 U.S. 384 (1993)

Fees for Use

The board may set and collect rentals, rates, and charges from students and others for the occupancy or use of any of a district's facilities, in the amounts and manner determined by the board. *Education Code 45.033*

Charter Schools

A district may not require a campus or campus program charter that is the result of the conversion of the status of an existing district campus to pay rent for or to purchase a facility in order to use the facility.

A district may not require a campus or campus program charter, or an open-enrollment charter school, to pay for any service provided

by the district under a contract between the district and the campus, campus program, or open-enrollment charter school an amount that is greater than the amount of the actual costs to the district of providing the service.

Education Code 11.1543

Patriotic Societies

If a district has a designated open forum or a limited public forum and receives funds made available through the United States Department of Education, the district shall not deny equal access or a fair opportunity to meet, or to discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed as a patriotic society.

The United States secretary of education may issue and secure compliance with rules or orders with respect to a district that receives federal funds and that denies equal access, or a fair opportunity to meet, or discriminates, as described above. If a district does not comply with the rules or orders, no funds made available through the Department of Education shall be provided to that district.

[For provisions related to a patriotic society's access to students, see GKE.]

'Youth Group'

"Youth group" means any group or organization intended to serve young people under the age of 21.

Limited Public Forum

For purposes of this policy regarding Patriotic Societies, an elementary school or secondary school has a limited public forum whenever the school grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory.

Sponsorship

Nothing in this policy shall be construed to require a district to sponsor any group officially affiliated with the Boy Scouts of America, or any youth group listed as a patriotic society.

Boy Scouts of America Equal Access Act, 20 U.S.C. 7905

Facilities as Polling Places

A district shall make its buildings available for use as polling places in any election that covers territory in which the buildings are located. If more than one authority requests the use of the buildings

for the same day and simultaneous use is impractical, a district shall determine which authority may use the building. *Election Code 43.031(c)*

No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, shall be made for the use of a district building for a polling place if the day of the election is a day on which the building is normally open. If the day of an election is a day on which the building is not normally open, a charge may be made only for the reimbursement of actual expenses resulting from use of the building in the election. *Election Code 43.033(a)*

[For provisions related to polling place security, see CKC.]

**Political Party
Conventions**

A district shall not assess a charge for the use of a school building for a precinct, county, or senatorial district convention, except for reimbursement for the actual charges resulting from use of the building for the convention. The district shall provide an itemized statement of expenses to the reimbursing authority. *Election Code 174.0631*

**Facilities as Places
of Worship**

Definitions

“Disaster” has the meaning assigned by Government Code 418.004.

“Governmental entity” includes a political subdivision of this state, including a county, municipality, or special district or authority or an officer, employee, or agent of the entity.

“Person” has the meaning assigned by Government Code 311.005, except the term does not include an employee of a governmental entity acting within the employee's scope of employment or a contractor of a governmental entity acting within the scope of the contract.

“Place of worship” means a building or grounds where religious activities are conducted.

“Public official” means any elected or appointed officer, employee, or agent of this state or any political subdivision, board, commission, bureau, or other public body established by law.

“Religious organization” means an organization open to the public that is a religious organization under Civil Practice and Remedies Code 110.011(b).

Prohibition on
Orders Closing
Places of Worship

A government agency or public official may not issue an order that closes or has the effect of closing places of worship in this state or in a geographic area of this state.

Essential Activities Notwithstanding any other law, a religious organization is an essential business at all times in this state, including during a declared state of disaster, and the organization's religious and other related activities are essential activities even if the activities are not listed as essential in an order issued during the disaster.

A governmental entity may not at any time, including during a declared state of disaster, prohibit a religious organization from engaging in religious and other related activities or continuing to operate in the discharge of the organization's foundational faith-based mission and purpose or during a declared state of disaster order a religious organization to close or otherwise alter the organization's purposes or activities.

Relief Available A person may assert a violation of this prohibition as a claim or defense in a judicial or administrative proceeding and obtain injunctive relief; declaratory relief; and court costs and reasonable attorney's fees.

A person may commence an action and relief may be granted regardless of whether the person has sought or exhausted available administrative remedies.

The attorney general may bring an action for injunctive or declaratory relief against a governmental entity or an officer or employee of a governmental entity to enforce compliance with this provision.

Interpretation This provision may not be construed to preempt a state or federal law that is equally or more protective of the free exercise of religious beliefs or to narrow the meaning or application of a state or federal law protecting the free exercise of religious beliefs.

This provision may not be construed to prevent a governmental entity from providing, either directly or through a person who is not seeking protection under this chapter, any benefit or service authorized under state or federal law.

Civ. Prac. & Rem. Code 110.001(a), .0031; Gov't Code 2401.001-.005

**Program
Requirements and
Guidelines**

A district shall develop a volunteer program. In developing the program, a district shall consider volunteers a resource that requires advance planning and preparation for effective use. If practicable, a district shall include volunteers in addition to paid staff in planning the implementation of the program. *Gov't Code 2109.003*

A volunteer program shall include:

1. An effective training program for paid staff and prospective volunteers.
2. The use of paid staff to plan and implement the volunteer program.
3. An evaluation mechanism to assess the performance of volunteers, the cooperation of paid staff with the volunteers, and the overall volunteer program.
4. Follow-up studies to ensure the effectiveness of the program.

Gov't Code 2109.004(a)

A volunteer program may:

1. Establish a program to reimburse volunteers for actual and necessary expenses incurred in the performance of volunteer services.
2. Establish an insurance program to protect volunteers in the performance of volunteer services.
3. Cooperate with private organizations that provide services similar to those provided by a district.
4. Purchase engraved certificates, plaques, pins, and/or other awards of a similar nature that do not exceed \$75 per person in value to recognize special achievement and outstanding service of volunteers.

Gov't Code 2109.004(b)

**Criminal History
Record**

A district or shared services arrangement shall obtain from the Texas Department of Public Safety (DPS) and may obtain from any other law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to a volunteer or person who has indicated, in writing, an intention to serve as a volunteer with the district or shared services arrangement. *Gov't Code 22.0835(a)*

The prospective volunteer must provide the district a driver's license or another form of identification containing the person's photograph issued by an entity of the United States government. *Gov't Code 22.0835(c)*

A person may not perform any volunteer duties until these requirements have been satisfied. *Gov't Code 22.0835(d)*

Permissive
Exception

A district may, but is not required to, obtain all criminal history record information that relates to a person who volunteers or is applying to volunteer with a district or shared services arrangement if the person:

1. Is the parent, guardian, or grandparent of a child who is enrolled in the district for which the person volunteers or is applying to volunteer;
2. Will be accompanied by a district employee while on a school campus; or
3. Is volunteering for a single event on the school campus.

Gov't Code 22.0835(e), (f)

Costs

A district may require a volunteer or volunteer applicant to pay any costs related to obtaining criminal history record information. *Education Code 22.0835*

[See DBAA(LEGAL) for definitions and provisions regarding confidentiality, records retention, and criminal history record checks of employees.]

Immunity

Generally

A volunteer who is serving as a direct service volunteer in a district is immune from civil liability to the same extent as a district employee under Education Code 22.0511. However, this section of law does not limit the liability of a person for intentional misconduct or gross negligence.

A "volunteer" is a person rendering services for or on behalf of a district on district premises or at a school-sponsored or school-related activity on or off school property who does not receive compensation in excess of reimbursement for expenses.

Education Code 22.053

Extracurricular
Activities

A person who volunteers to assist with an extracurricular activity is not liable for civil damages arising out of an act or omission relating to the requirements under Education Code 33.205 regarding safety precautions [see FM(LEGAL)] unless the act or omission is willfully or wantonly negligent. *Education Code 33.211*

*Physical
Examinations*

Subject to Civil Practice and Remedies Code 91.003 (liability insurance requirements), a health-care practitioner who, without compensation or expectation of compensation, conducts a physical examination or medical screening for the purpose of determining the physical health and fitness of the patient to participate in a school-sponsored extracurricular or sporting activity is immune from civil liability for any act or omission resulting in the death of or injury to the patient if:

1. The health care practitioner was acting in good faith and in the course and scope of the health-care practitioner's duties;
2. The health-care practitioner commits the act or omission in the course of conducting the physical examination or medical screening of the patient;
3. The services provided to the patient are within the scope of the license of the health-care practitioner; and
4. Before the health-care practitioner conducts the physical examination or medical screening, the patient signs a written statement that acknowledges:
 - a. That the health-care practitioner is conducting a physical examination or medical screening that is not administered for or in expectation of compensation; and
 - b. The limitations on the recovery of damages from the health-care practitioner in connection with the physical examination or medical screening being performed.

If the patient is a minor or is otherwise legally incompetent, the patient's parent, managing conservator, legal guardian, or other person with legal responsibility for the care of the patient must sign the written statement.

Civ. Prac. & Rem. Code 91.002

Immunity for Shelter
Workers

A district volunteer is not civilly liable for an act performed in the discharge of duty if the person is performing an activity related to sheltering or housing individuals in connection with the evacuation of an area stricken or threatened by disaster. *Gov't Code 418.006*

**Training –
Concussion
Oversight Team**

A licensed health care professional who serves on a volunteer basis on a district's concussion oversight team [see FM] must have had training in the evaluation, treatment, and oversight of concussions at the time of appointment or approval as a member of the team. In addition, the professional shall, at least once every two years, take a course in the subject matter of concussions approved

by the University Interscholastic League (UIL), the Texas Department of Licensing and Regulation, or the appropriate licensing authority for the profession.

The professional must submit proof of timely completion of an approved course to the superintendent or designee. A licensed health-care professional who is not in compliance with these training requirements may not serve on a concussion oversight team in any capacity.

Education Code 38.154, .158



Garland Independent School District Board of Trustee

Date of Meeting: June 28, 2022

Agenda Item: Discuss Local Policies from TASB Update 119

Agenda Section: Discussion Item

Administrator Responsible: Justin Gobert
Assistant General Counsel

Lisa Ray
General Counsel

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #2 – Fiscal Responsibility

Ratings inputted for the Measured Analysis Goals are only a point of reference for trustee rating as each board member has the autonomy to change the rating. Measured Analysis Ratings will follow the state accountability factors for rounding.

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Summary/Background Information:

Update 119 includes policy recommendations to address the remainder of the legislative changes from the 87th Legislature, Regular Session; other revisions resulting from legislation enacted during the special sessions; and revisions based on updates to the Texas Administrative Code. Recommended changes to local policies address the following topics:

- Records management
- Required staff development
- Required instruction • Gifted and talent students

- Graduation
- Trauma-informed care
- Freedom from discrimination, harassment, and retaliation

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF
DEVELOPMENT

EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION

EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION AND
ELIGIBILITY

EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE

FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION,
HARASSMENT AND RETALIATION

Administrative Recommendations: For discussion



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.0065.007 [See BBFA and CHE]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~Superintendent~~ **Superintendent** shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Staff Development

The District has chosen not to grant teachers equivalency time toward required training hours for attendance at workshops, conferences, or other professional training planned or sponsored by professional associations.

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students Interdistrict	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate. [See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
Furloughs	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student. In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

Community Awareness

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

Learning Opportunities

Programs for identified gifted and talented students shall be provided at all campuses. In addition, the District shall provide full-time magnet programs for students in kindergarten through grade 12 who meet locally developed criteria. Student participation is voluntary; however, once a parent has signed the child's choice of school form for attendance at a magnet school, that choice shall be binding for the school year for which it was designated. Any exceptions must be made by the Superintendent or designee in accordance with the criteria defined by the federal district court.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

**Alternative Local
Graduation
Requirements for
Certain Individuals**

An individual who entered grade 9 before the 2011–12 school year and meets the requirements of Education Code 28.02541~~(a)~~ [see EIF(LEGAL)] may be awarded a high school diploma if the local graduation committee determines that the individual has demonstrated proficiency in the content areas related to the assessments on which the individual has not performed satisfactorily.

**Local Graduation
Committee**

The local graduation committee for an eligible individual shall consist of the following:

1. The District chief academic officer or designee;
2. A representative of the District with knowledge of the assessments on which the individual has not performed satisfactorily and the subject areas covered by such assessments; and
3. The individual seeking graduation under these provisions.

**Alternative
Requirements**

To be eligible to graduate and receive a high school diploma under these provisions, an eligible individual must demonstrate proficiency to the satisfaction of the local graduation committee in the content areas related to the assessments on which the individual has not performed satisfactorily.

As approved by the Board, proficiency may be established through one or more of the following factors:

1. The individual's grade in each course in the subject areas applicable to the assessments on which the individual has not performed satisfactorily;
2. The individual's performance on any projects or work samples in the subject areas applicable to the assessments on which the individual has not performed satisfactorily (including any projects or work samples identified and assigned by the local graduation committee to be completed by the individual);
3. The individual's completion of career and technical education program courses;
4. The individual's industry-based license or certification issued by a state government agency, board, or institution; or
5. Any other academic, work, or life experiences determined to be relevant by the local graduation committee.

**Credit Opportunities
For Ineligible
Individuals**

Individuals who entered grade 9 before the 2011–12 school year but do not meet the course credit requirements of Education Code

28.02541(a) [see EIF(LEGAL)] may be offered course credit opportunities by the local graduation committee in order to establish eligibility for the alternative local graduation requirements.

Course credit opportunities offered by the local graduation committee may include credit recovery or merit-based credits. Merit-based credits may include:

1. The individual's post-secondary transcript;
2. The individual's non-Texas public school transcript; and
3. District-designated correspondence courses to allow the individual to recover credits on his or her high school transcript. These courses may be offered at the individual's expense.

Finality of Decision

The decision of the local graduation committee regarding whether an individual qualifies to graduate and receive a high school diploma is final and may not be appealed. The decision of the local graduation committee must be unanimous in order for the individual to be eligible to receive a diploma.

**Financial Aid
Application
Confirmation**

As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:

1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;
2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
3. A copy or screenshot of the FAFSA acknowledgment page;
4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record.
[See FL] ~~Expiration~~

~~Education Code 28.02541 and 19 Administrative Code 74.1027 expire September 1, 2019. An individual may graduate by means of the local graduation committee under these provisions if the local graduation committee has made its determination by September 1, 2019.~~

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

**Statement of
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

Discrimination

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment
Prohibited
harassment**
**Statement
of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Harassment~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual
Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**~~—Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
Dating Violence	<p>Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.</p> <p>For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none">1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or3. Otherwise adversely affects the student's educational opportunities.
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
Reporting Procedures	Any student who believes that he or she has experienced prohibited conduct and any person who believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Student Report	
Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
Investigation of Reports Other Than Title IX	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment — Title IX .

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

	<p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, and harassment, and retaliation.</p>
<i>Bullying</i>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<i>Improper Conduct</i>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

**Response to Title IX
Sexual Harassment–
Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed [or dismissed](#), the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. [The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.](#)

Title IX Formal
Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: DH (Local)

Agenda Section: Discussion Item

Administrator Responsible: Justin Gobert
Assistant General Counsel

Lisa Ray
General Counsel

Superintendent's Goal:

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Administration desires to amend the policy to address grooming between educators and students.

Administrative Recommendations: For discussion.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
<u>Relationships with Former Students</u>	<p><u>An employee shall not engage in a romantic relationship with a former District student who:</u></p> <p><u>Is not yet 21 years of age; and</u></p> <p><u>Has graduated from the District within the past two years.</u></p> <p><u>A romantic relationship is characterized by a pattern of exclusivity and shall be determined using criteria outlined in DF(LEGAL).</u></p>
Tobacco and E-Cigarettes	An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]
Alcohol and Drugs / Notice of Drug-Free Workplace	As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Arrests, Indictments,
Convictions, and
Other Adjudications**

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

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

Dress and Grooming

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



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: BDB (Local)

Agenda Section: Discussion Item

Administrator Responsible: Dr. Ricardo Lopez
Superintendent of Schools

Lisa Ray
General Counsel

Superintendent's Goal:

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Administration desires to amend the policy to allow for efficiency in the Board committee meetings. Upon approval, the reflected changes will mirrored in the Board Operating Procedures.

Administrative Recommendations: For discussion.

Board Committees

Standing
Committees

The Board President shall appoint Trustees to the following standing committees: 1) Finance, Facilities, and Operations and 2) Academic and District Affairs.

The Board President shall name three Board members to serve on each committee and appoint one of the three Board members to serve as a committee chair. The Board President shall not serve as a committee chair but may fill in for a committee member absent adequate Trustee representation at a committee meeting. Any chair of one of the standing committees will not be eligible for service on another standing committee.

The goal of the committees is to receive information, discuss and analyze information issues brought by administration.

The Chairperson of each standing committee should set the agenda for committee meetings in conjunction with administration. Each Chairperson should update the Board of Trustees regarding items taken up by the committee and advancement of agenda items for action at the board meeting.

Finance, Facilities
and Operations
and Audit
Committee

The function of the Finance, Facilities and Operations committee shall be to counsel and work with the Superintendent and staff in the formulation of recommendations to the Board in the following area:

1. Establish financial performance goals and the process for the Board to monitor:
 - a. Overall stewardship of District funds;
 - b. Financial reporting and management;
 - c. Budget development and monitoring; ~~and~~
 - d. Internal controls;
 - e. Student Nutrition Services; and-
 - d.f. Human resources management and monitoring

Facilities
Committee

2. The function of the facilities committee shall be to counsel and work Work with the Superintendent and staff in the formulation of recommendations to the Board in the following areas:

1. a. Architect selection;
2. b. New school sites;
3. c. Bond programs;

BOARD INTERNAL ORGANIZATION
INTERNAL COMMITTEES

BDB
(LOCAL)

4. d. New buildings;
5. e. Renovations;
6. f. Security;
- g. Maintenance and custodial services;
- h. Transportation management and monitoring;
7. i. Curtis Culwell Center management; and-and
8. j. Use of school facilities by community groups.

Academic and
District Affairs
Committee

The function of the District's affairs committee shall be to counsel and work with the Superintendent and staff in the formulation of recommendations to the Board in:

1. Instructional matters related to policy;
2. Curriculum~~Personnel~~ matters related to policy;
3. Campus and District Leadership;
4. Research, Assessment and Accountability of student performance;
5. Communication and Public Relations;
- 2-6. Community Relations and the Garland ISD Education Foundation;
- 3-7. Extracurricular activities; and
4. Desegregation plans and related court orders, relations with the Multi-Ethnic Committee;
8. Special Committees / Additional Committee Assignments

The Board President may appoint additional special committees as necessary to fulfill specific assignments. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

The Board President may also assign additional matters to the appropriate standing committee.

Procedures

Administrative
Participation

The Superintendent or designee shall attend all committee meetings.

Transacting
Business

Committees may transact business only within specific authority granted by the Board. Recommendations from a committee shall

be referred to the full Board in regular or special session for approval and for entry into the minutes as a public record.

Functions of Committees

The function of committees shall be fact-finding, deliberative, and advisory but not administrative. Presentations and future agenda items shall also be reviewed and discussed at each committee meeting.

Committees ordinarily shall assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees shall normally not have direct dealings with current staff operations, and their expectations and authority shall not conflict with authority delegated to the Superintendent. Committees shall not speak or act for the Board, except when formally given such authority for specific and time-limited purposes and cannot exercise authority over staff.

Committee Meetings

Committee meetings shall be held on the second Tuesday of the month. In consultation with the Board President, the Superintendent or designee shall determine the time and order of the committee meetings to best accommodate the schedule of Board members and administration, and may change the date, time, and location with proper notice.

In the course of a duly posted and called committee meeting, non-committee Board members may provide input for the committee's consideration if recognized by the committee chairperson. Non-committee Board members shall not participate in any closed session committee meeting without consent of the committee.

Committee meetings shall be recorded, posted, and noticed in accordance with the Texas Open Meetings Act.

Board Advisory Groups

The Board President shall appoint Trustees to the following Board advisory groups: agenda review, policy review, and internal audit. Each advisory group shall support the Superintendent and/or designee(s) with recommendations for Board review at ~~committee meetings or~~ regularly scheduled meetings.

Agenda Review

The function of the agenda review advisory group shall be to collaborate with the Superintendent in the formulation of the agenda for regular Board meetings.

Policy Review

The function of the policy review advisory group shall be to collaborate with the Superintendent and/or designee(s) in the review of local and legal policies and review of Board operating procedures. This advisory group will be comprised of three trustees, including at least one member each from the current

Finance, Facilities and Operations Committee, and the Academic and District Affairs Committee and the Board President.

Internal Audit

The function of the Internal Audit Advisory Group shall be to collaborate with the Superintendent and staff in the formulation of recommendations to the Board in the following areas:

- ~~9.1.~~ Assist the Board in discharging its oversight responsibility;
- ~~10.2.~~ Review, revise, and approve the internal audit plan for the upcoming year;
- ~~11.3.~~ Meet periodically with the internal auditor and review all reports and direct corrective action or improvements, if necessary and consistent with the Texas Open Meetings Act;
- ~~12.4.~~ Review communications from the internal auditor; and
- ~~5.~~ Receive updates on the implementation of internal audit recommendations.
- ~~13.6.~~ This advisory group will be comprised of three trustees, including at least one member each from the current Finance, Facilities and Operations Committee and the Academic and District Affairs Committee and the Board President.



Garland Independent School District Board of Trustees

Date of Meeting:	June 28, 2022
Agenda Item:	Trustees' Report
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #2 – Fiscal Responsibility

Ratings inputted for the Measured Analysis Goals are only a point of reference for trustee rating as each board member has the autonomy to change the rating. Measured Analysis Ratings will follow the state accountability factors for rounding.

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Trustees report to other trustees, the administrative staff and the public of activities that impact the Board's governance of the District. Trustees may report on the following subjects:

1. Trustee attendance at recent district and community events.
2. Announcement of upcoming district and community events.
3. Recognition of outstanding performance by district staff and students.
4. Recognition of new programs and special activities.
5. Message from Board President.

Administrative Recommendations:

For discussion.

June 27, 2022 - July 3, 2022

June 2022							July 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3 4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

Monday, June 27

11:30am - 1:00pm Garland Chamber SPARK Luncheon (Dallas College Garland Center) - Mechelle Hogan

Tuesday, June 28

5:00pm - 7:00pm Board Meeting (Board Room) - Mechelle Hogan ↻

Wednesday, June 29

12:00am SLI FT. WORTH (Omni Ft. Worth) →

Thursday, June 30

← SLI FT. WORTH (Omni Ft. Worth) →

8:00am - 9:30am Facilities & Maintenance Training Event (Lakeview Centennial High School Auditorium)

Friday, July 1

← SLI FT. WORTH (Omni Ft. Worth) →

12:00am Summer Shut Down →

Summer Closure-No Friday ↻

Saturday, July 2

← 12:00am SLI FT. WORTH (Omni Ft. Worth) →

← Summer Shut Down →

Sunday, July 3

← Summer Shut Down →

July 4, 2022 - July 10, 2022

July 2022						August 2022							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Monday, July 4

- < Summer Shut Down >
- Independence Day (United States)

Tuesday, July 5

- < Summer Shut Down >

Wednesday, July 6

- < Summer Shut Down >

Thursday, July 7

- < Summer Shut Down >

Friday, July 8

- < Summer Shut Down >
- Summer Closure-No Friday

Saturday, July 9

- < Summer Shut Down >

Sunday, July 10

- < 12:00am Summer Shut Down >

July 11, 2022 - July 17, 2022

July 2022							August 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Monday, July 11

Tuesday, July 12

11:30am - 1:00pm Sachse Chamber Luncheon (Chase Oaks Church, 2709 3rd St, Sachse, TX 75048)

Wednesday, July 13

Thursday, July 14

11:30am - 1:00pm Rowlett Chamber Luncheon (Rowlett Community Centre 5300 Main St Rowlett, Texas 75088)

Friday, July 15

Saturday, July 16

5:00pm - 8:00pm Greater Dallas Taiwanese Chamber of Commerce Chinese New Year (Renaissance Hotel Dallas 15201 Dallas Parkway, Addison, Texas 75001)

Sunday, July 17

July 18, 2022 - July 24, 2022

July 2022							August 2022							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
						1 2			1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	
24	25	26	27	28	29	30	28	29	30	31				
31														

<p>Monday, July 18</p>	<p>Tuesday, July 19</p>
<p>Wednesday, July 20</p>	<p>Thursday, July 21</p>
<p>Friday, July 22</p>	<p>Saturday, July 23</p> <hr/> <p>Sunday, July 24</p>

July 25, 2022 - July 31, 2022

July 2022							August 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Monday, July 25

Tuesday, July 26

- 8:00am - 9:00am New Employee Orientation (Rowlett HS Auditorium) - Mechelle Hogan
- 5:00pm - 7:00pm Board Meeting (Board Room) - Mechelle Hogan ↻

Wednesday, July 27

- 11:30am - 12:30pm Safety and Security Committee Meeting (GRCTC) - Alice Jordan

Thursday, July 28

Friday, July 29

Saturday, July 30

Sunday, July 31



Garland Independent School District Board of Trustees

Date of Meeting:	June 28, 2022
Agenda Item:	Superintendent's Report
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

OBJECTIVE A: EARLY LITERACY (Reading)

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Superintendent Goal #1 – Student Results

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Superintendent Goal #2 – Fiscal Responsibility

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Superintendent Goal #3 – Board Relations

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Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Dr. López will provide an update on District and community events.

Administrative Recommendations:

Provided for your information and discussion.



Garland Independent School District Board of Trustees

Date of Meeting:	June 28, 2022
Agenda Item:	Future Agenda Items
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

OBJECTIVE A: EARLY LITERACY (Reading)

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Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Trustees may submit items to be placed on future Board Meeting agendas.

Administrative Recommendations:

For discussion.



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022
Agenda Item: Human Resources Report
Agenda Section: Consent Agenda
Administrator Responsible: Dr. Gradyne E. Brown
Assistant Superintendent Human Resources

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Please see attached recommendations for new personnel, terminations, leaves of absence, and resignations for the 2021-22 school year.

Administrative Recommendations:

Administration recommends approval.

Name	Exp	College	Degree	Job Title	School/Dept.	Effective Date
Akinwande, Nelson	5	Southeastern Oklahoma Univ.	MS	Teacher- Health/ Coach	Garland HS	7/11/2022
		Southeastern Oklahoma Univ.	BS			
Anderson, Mikayla	0	Prairie View A&M Univ.	BS	Teacher - Kindergarten	Hillside Academy	8/1/2022
Anglin, Savannah	0	Dallas Baptist	BS	Teacher - 2nd Grade	Sewell Elem	8/1/2022
Armada, Sunny Rose	2	Ateneo de Marila Univ. (Philippines)	BA	Teacher - Montesori Primary	Luna Elem.	8/1/2022
Ball, Tori	1	Indiana Univ.	BS	Teacher - Reading	Sam Houston M.S.	8/1/2022
Beckham, Christie	0	UT- San Antonio	MA	Teacher- Reading 7&8	Sam Houston M.S.	8/1/2022
		TX Christian Univ.	BS			
Belcher, Nakia	2	UT- Austin	BA	Athletics Coordinator/Coach	South Garland H.S.	8/1/2022
Beltran, Marisol	2	UT- Commerce	BS	Teacher - Bilingual 5th Grade	Golden Meadows Elem.	8/1/2022
Boggs, Julian	3	West TX A&M Univ.	BS	Teacher - Montessori Lower Elem.	Luna Elem.	8/1/2022
Bonde, Evelyn	3	UT Dallas	BS	Teacher- Bilingual 2nd Grade	Carver Elem.	8/1/2022
Botello, Santos	2	Austin Colleg	MA	Teacher - Social Studies	Jackson MST	8/1/2022
		Austin Colleg	BA			
Bounds, Aleis	0	A&M - Commerce	BS	Teacher - 1st Grade	Toler Elem.	8/1/2022
Burns, LaToya	1	TWU	BS	Teacher - 3rd Grade	Classical Center at Vial	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Burley, Amy	9	Univ. of North Texas	BS	Teacher - SPED	Hudson M.S.	8/1/2022
Camarillo, Norma	4	Univ. of North TX.	BS	Teacher - Bilingual 1st Grade	Northlake Elem.	8/1/2022
Cammack, Kacie	0	Louisiana Tech Univ.	BS	Teacher- Math	Brandenburg M.S.	8/1/2022
Carter, Erica	6	Western Governors Univ	MEd	Teacher - Science	Schrade M.S.	8/1/2022
		Grambling St. Univ	BS			
Cavazos, Christina	1	TX Tech. Univ.	MS	Speech, Language, Pathologist	Daugherty Elem.	8/1/2022
		TX Tech. Univ.	BS			
Cepak, Megan	0	UT- Dallas	MS	Speech, Language, Pathologist	Naaman Forest H.S.	8/1/2022
		UT- Dallas	BS			
Cherrington, Ingrid	6	National Univ. (CA)	MA	Teacher - Special Ed.	Jackson MST	8/1/2022
		Cal State Univ.	BS			
Climer, Lara	11	TX Tech. Univ.	MS	Teacher - Health Care Science	North Garland H.s.	7/25/2022

		TX Tech. Univ.	BS			
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Cohn, Joseph	2	Sam Houston State Univ.	BM	Teacher- Assistant Band Director	Garland H.S.	7/11/2022
Cole, Christine	3	UT - Tyler	BS	Teacher - Pre Kindergarten	Montclair Elem.	8/1/2022
Coleman, Aretha	10	Arkansas State Univ.	MA	Diagnostician	Rowlett H.S.	8/1/2022
		Arkansas State Univ.	BS			
Collins, Zachary	3	Univ. Oklahoma	BA	Teacher- Social Studies/ Coach	Garland H.S.	7/11/2022
Cooper, Andrew	2	Univ. Florida	BS	Teacher- Marketing Ed.	Garland H.S.	7/25/2022
Condit, Claudia	1	Univ. of Cumberlands (KY)	MA	Teacher- 3rd Grade	Kimberlin Acad.	8/1/2022
		California St. Univ.	BA			
Cortes, Ana	0	Univ. of North TX	BA	Teacher - Bilingual 4th Grade	Golden Meadows Elem.	8/1/2022
Cottrell, Jessica	5	Western Govenors Univ.	BSN	Nurse	Couch	8/1/2022
Covington, Michelle	16	Univ. North Texas	BS	Teacher- English	Hudson	8/1/2022
Crane, Jammarr	9	Lamar Univ.	BA	Teacher - Social Studies	Sachse H.s.	7/11/2022
Dalby, Denise	0	Univ. of California	BA	Teacher - Pre- Kindergarten	Northlake Elem.	8/1/2022
Daniel, Cecilia	16	UNT	BS	Teacher - Bilingual 1st Grade	Park Crest Elem.	8/1/2022
Daniels, LaJunta	18	TWU	BS	Nurse	Montclair Elem.	8/1/2022
Davis, Peggy	12	Dallas Baptist Univ.	BA	Teacher - Music	Cooper Elem.	8/1/2022
Davis, Carisha	13	TX A&M-Commerce	MA	Teacher - Art	Lister Elem.	8/1/2022
		Stephen F. Austin	BS			
Delgadol, Elise	15	Concordia Univ.	MEd	Teacher - ESL	Jackson MST	8/1/2022
		Lamar Univ.	MEd			
		TX State Univ.	BA			
Denning, Margaret	0	Tarleton State Univ.	BS	Teacher - Social Studies	Jackson MST	8/1/2022
Dosbro, Sarah	1	UT - Arlington	BS	Teacher - Kindergarten	Centerville Elem.	
Driggers, Colleen	0	Angelo St. Univ.	BM	Teacher - 5th Grade	Sewell Elem.	8/1/2022
Durham, Brigitte	3	Texas A&M Commerce	MEd	Teacher- 3rd Grade	Carver Elem.	8/1/2022
Duty, James	3	TX St. Univ	BM	Teacher - Music	Armstrong Elem.	8/1/2022
Elizondo-Jimenez, Miriam	24	National Louis Univ.	BA	Teacher- 3rd Grade Bilingual	Pearson Elem.	8/1/2022

Espinoza, Celine	0	Univ. of North TX	BA	Teacher - Art	Park Crest Elem.	8/1/2022
Espinoza, Emily	1	UT - Dallas	BS	Teacher - 1st Grade	Park Crest Elem.	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Flores, Gloria	5	A&M - Commerce	MEd	Facilitator Instructional Design	Teaching and Learning Development	7/11/2022
		Univ. of El Salvador	BA			
Fox, Bridget	0	St. Edwards Univ. (TX)	BA	Teacher - Math	Austin Academy	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Garcia, Kimberly	0	UT - Dallas	BS	Teacher - Bilingual Kindergarten	Bullock Elem.	8/1/2022
Garcia Rodriguez, Maria del Pilar	0	Grand Canyon Univ.	MEd	Teacher - Special Education	Daugherty Elem.	8/1/2022
		National Autonomous Univ. (Mexico)	BS			
Gardner, Yanett	14	Excelsior College	BS	Teacher Bilingual 5th Grade	Golden Meadows Elem.	8/1/2022
Garthwiate, Deborah	11	Regis Univ.	MEd	Teacher- Kinder	Carver	8/1/2022
		Univ. Southern Colorado	BA			
Gayle-Powell, Kelli	0	Western Governor's Univ. (TX)	BA	Teacher - 3rd Grade	Beaver MST	8/1/2022
Golden, Cecilee	5	Oklahoma State Univ.	BS	Teacher- Science	Brandenburg MS	8/1/2022
Gonzales, Marshall	7	Sam Houston State Univ.	MA	Teacher - Assistant Band	Jackson MST	7/11/2022
		A&M - Commerce	BS			
Gonzales, Ramon	0	Midwestern State Univ.	BM	Teacher - Music	Beaver MST	8/1/2022
Gonzalez, ILiana	0	Dallas Baptist Univ.	BS	Teacher - Bilingual 3rd Grade	Club Hill Elem.	8/1/2022
Gonzalez, Marilyn	9	Univ. puerto Rico	BS	Teacher	Steadham Elem.	8/1/2022
Gonzalez, Saraid	0	A&M - Commerce	BS	Teacher - 3rd Grade Bilingual	Golden Meadows Elem.	8/1/2022
Graves, Contance	10	A&M - Commerce	MEd	Teacher - Dyslexia	Handley Elem.	8/1/2022
		UT - Arlington	BA			
Grayson, Cara	2	A&M - Commerce	BS	Teacher - 2nd Grade	Beaver MST	8/1/2022
Guardiola, Jessica	0	UT- Dallas	BS	Teacher - Dual Lang. 3rd Grade	Classical Center at Vial	8/1/2022
Gustafson, Julie	23	UT- Arlington	BS	Nurse	Health Service Dept.	8/1/2022
Harbeson, Angela	6	Univ. of Mary Hardin-Bay	BA	Teacher- MONTessori	Herfurth Elem.	8/1/2022
Harris, Deon	7	Univ. of Central Arkansas	BS	Teacher- Math	Schrade M.S.	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						

Harris, K D	4	A&M - Commerce	BS	Teacher - Family Consumer Science	Sachse H.S.	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Hayes, Christina	7	Grand Canyon Univ.	MS	Teacher- Kinder	Hickman Elem.	8/1/2022
Hawkins, LaToya	4	A&M - Commerce	BA	Teacher- Math 7& 8	Lyles M.S.	8/1/2022
Heath, Sarah	6	TX Tech Univ.	BS	Teacher - 4th Grade	Kimberlin Academy	8/1/2022
Helfenbein, Patricia	6	Univ. of Colorado	MA	Teacher - Social Studies	Naaman Forest H.S.	8/1/2022
		Univ. of Colorado	BA			
Hikel, Laura	0	Western Governors Univ.	MS	Teacher- 1st Grade	Abbett Elem.	8/1/2022
		Western Governors Univ.	BA			
Horrice, Alfreda	12	UT- Dallas	BS	Teacher - Math 7&8	Lyles M.S.	
Isara, Seizen	6	Azusa Pacific Univ. (CA)	BA	Teacher - Curriculum Support	Teaching and Learning	7/25/2022
Jaime Lebron, Luis	20	Univ. of Ana G. Mendez (PR)	MEd	Teacher - Curriculum Support	Teaching and Learning	7/25/2022
		Univ of Puerto Rico	BA			
Jankovsky, Jasmine	2	Abilene Christian Univ.	BS	Teacher - 4th Grade	Kimberlin Academy	8/1/2022
Japerson, JoAnn	2	A&M - Commerce	BS	Teacher - 4th Grade	Bullock Elem.	8/1/2022
Jeffery, Christopher	8	A& M - Commerce	MS	Teacher - 5th Grade	Liberty Grove Elem.	8/1/2022
Johnston, Karington	0	Baylor Univ.	BA	Teacher - Math 7&8	Lyles M.S.	8/1/2022
Jones, Teri	23	Univ. of Central Arkansas	MS	Teacher - Science	Coyle M.S.	8/1/2022
		Univ. of Arkansas	BS			
Kaegi, Alfredo	0	UT - Dallas	BS	Teacher - Science	Naaman Forest H.S.	8/1/2022
Kelley, Kathleen	16	Univ. of Phoenix	MA	Teacher- SPED ALE	Webb MS	8/1/2022
		Univ. of Phoenix	BS			
Kitchen, Sean	11	Purdue Univ. (IL)	MS	Teacher - Math	Sachse H.S.	8/1/2022
		Newman Univ. (KS)	BS			
Kring, Laura	6	UT - Dallas	BA	Teacher - 2nd Grade	Stephens Elem.	8/1/2022
Larned, Bryan	14	Central Methodist Univ.	MEd	Teacher/ Coach	Garland H.S.	7/11/2022
		Univ. Mary Hardin-Bay	BS			
Le, Vincent	0	UT - Dallas	BA	Teacher - Kindergarten	Hillside Academy	8/1/2022
Lerma, Alyssa	2	Texas A&M Univ.	BA	Teaching- HS Math	Garland H.S.	8/1/2022

Littlejohn, Stephanie	5	A&M - Commerce	BA	Teacher - 2nd Grade	Handley Elem.	8/1/2022
Long, Andre	2	Southwestern Christian College	BS	Teacher- SPED CBSE	Freeman Elem.	8/1/2022
Lopez, Cynthia	15	A&M- Commerce UT- Brownsville	MA BA	Librarian	Club Hill Elem.	8/1/2022
Mather, Jessica	3	Kansas State Univ.	BA	Teacher- 2nd Grade	Hickman	8/1/2022
Matias Vega, Yaritza	6	Univ of Puerto Rico	BS	Teacher - Bilingual 1st Grade	Northlake Elem.	8/1/2022
McKee, Mary	6	Univ. of Texas Arlington	BS	Teacher- Science	Garland H.S.	8/1/2022
McNeil, Aaron	27	Winonoa State Univ. (MN)	BS	Teacher - Social Studies	Lakeview Centennial H.S.	7/11/2022
Medina, Cindy	9	A&M - Commerce UT - Austin	MA BA	Teacher - Spanish	Austin Academy	8/1/2022
Melton, James	5	UT- Dallas	BS	Teacher - Math	Naaman Forest H.S.	8/1/2022
Meza Garcia, Dulce	0	Texas Womens Univ.	BS	Teacher- 1st Grade	Hickman	8/1/2022
Moeck, Britany	0	UT - Austin	BA	Teacher - 3rd Grade	Armstrong Elem.	8/1/2022
Moody, Neil	3	Univ. of San Diego (CA)	BA	Teacher - Math	Jackson MST	8/1/2022
Moore, TreDonna	17	Walden Univ. Grambling State Univ. (LA)	MA BS	Teacher - 5th Grade	Cooper Elem.	8/1/2022
Munetsi, Michael	3	Austin College	BA	Teacher - Art	Centerville Elem.	8/1/2022
Nealy, Valencia	7	Prairie View A&M Univ.	BS	Teacher - 1st Grade	Hillside Academy	8/1/2022
Nguyen, Dai	1	TX Tech. Univ.	BS	Teacher - 3rd Grade	Beaver MST	8/1/2022
Nortch, David	2	Univ. of Wisconsin	BS	Teacher - Math	North Garland H.S.	8/1/2022
Norton, Andrew	9	American Public Univ. (WV) UT - Arlington UNT	MA MA BBA	Teacher - Social Studies	Sachse H.S.	8/1/2022
Numa, Nicole	19	UT - Arlington Univ. of Phoenix Univ. of Memphis	MEd MBA BA	Teacher - Dance	North Garland H.S.	7/18/2022
Oliphant, Gregory	0	DePaul Univ. (IL) DeVry Institute Of Tech. (TX)	MS BS	Teacher - Computer Science	Saches H.S.	8/1/2022
Ouellette, Megan	0	Western Governor's Univ. (TX)	BA	Teacher - 3rd Grade	Luna Elem.	8/1/2022

Ozdemir, Adriana	14	Universidad de Salamanca (Spain)	MA	Teacher - 2nd Grade Bilingual	Beaver MST	8/1/2022
		Universidad del Valle (Colombia)	BA			
Paradise, Kelly	18	A&M - College Station	BS	Teacher - Art	Stephens Elem.	8/1/2022
Parker, Brandie	15	Stephen F. Austin Univ.	BA	Teacher - Spanish	Lakeview Centennial H.S.	8/1/2022
Penny, Casie	3	Tinity Valley Community College	BS	Nurser	WEaver Elem.	8/1/2022
Perry, Samuel	2	SMU	BS	Teacher - Math	Sachse H.S.	8/1/2022
Posey, Mayna	8	Univ. Central Missouri	BS	Teacher- Social Studies	O'Banion M.S.	8/1/2022
Reeves, Shannon	19	West TX A&M Univ.	BS	Teacher - Curriculum Support	Teaching and Learning	7/25/2022
Reyes, Soraya	21	Southern Wesleyan Univ.	MEd	Teacher - Dyslexia	Roach Elem.	6/8/2022
		Univ. del Valle (Columbia)	BA			
Rippee, Alysa	0	Northern Arizona Univ.	BS	Teacher - 3rd Grade	Rowlett Elem.	8/1/2022
Rolin, Tristin	2	TX Tech. Univ.	BS	Teacher - Science	North Garland H.S.	8/1/2022
Runsaville, Abbygail	1	John Brown Univ.	MA	Teacher - Math	Jackson MST	8/1/2022
		Univ. of Arkansas	BS			
Santos, Crystal	4	TWU	BS	Teacher - Bilingual Kindergarten	Southgate Elem.	8/1/2022
Santos, Melanie	10	Philippine Normal Univ.	BA	Teacher - Kindergarten	Southgate Elem.	8/1/2022
Schattle, Michaela	11	Sam Houston State Univ.	MEd	Teacher - Social Studies	North Garland H.S.	8/1/2022
		Univ. of Mary (KS)	BS			
Scott, Katherine	5	Clemson Univ.	MEd	Teacher- SPED Resource	Brandenburg M.S.	8/1/2022
		Cameron Univ.	BS			
Scott, Pamela	6	UNT	BS	Teacher - 3rd Grade	Dorsey	8/1/2022
Silvani, Ariana	4	TCU	BM	Teacher - Kindergarten	Southgate Elem.	8/1/2022
Smith, Autumn	3	Northwestern State Univ. of Louisiana	BS	Teacher - 4th Grade	Williams Elem.	8/1/2022
Smith, Benjamin	4	UT - Dallas	BS	Teacher - Journalism	Sachse H.S.	8/1/2022
Smith, Kennikka	7	Univ. Phoenix	BS	Teacher- English	Webb M.S.	5/31/2022
Stone, Guendolyn	4	Simpson College	BM	Teacher - Music	Freeman Elem.	8/1/2022
Stowe, Melody	9	Midland College	BA	School Nurse	Naaman Forest H.S.	8/1/2022
Stroud, Sara	16	A&M - Commerce	MEd	Teacher - Special Education	Southgate Elem.	8/1/2022
		A&M - Commerce	BS			

Sumner, Christopher	10	Ouachita Baptist Univ.	BME	Band Director	O'Banion M.S.	7/11/2022
Thorn, Phoebe	2	Texas A&M Commerce	BA	Teacher- English 6th	Hudson M.S.	8/1/2022
Tristan, Francisco	17	Lamar Univ. UNT	MEd BA	Teacher - Technology Ed.	Naaman Forest H.S.	
Turner, Jennifer	4	Univ. California San Diego	BA	Teacher - 1st	Carver Elem.	8/1/2022
Vargas, Mayra	0	A&M - Commerce	BS	Teacher - 4th Grade Bilingual	Montclair Elem.	8/1/2022
Vogler, Emma	6	A&M - Commerce	BS	Teacher - 5th Grade	Daugherty Elem.	8/1/2022
Weeks, Kristina	1	Southwestern Assemblies of God	BS	Teacher - SPED	Schrade M.S.	8/1/2022
(Finish Year Only during 2021-2022, returning for 2022-2023)						
Whitford, Michelle	4	A&M - Commerce	BA	Teacher - 4th Grade	Beaver MST	8/1/2022
Williams, Tyanna	0	Univ. of Texas Dallas	BS	Teacher - Math	Rowlett H.S.	8/1/2022
Wiseman, Katie	0	TX Tech. Univ.	BS	Teacher - 5th Grade	Stephens Elem.	8/1/2022
Womack, Kendi	5	TX St. Univ.	BS	Teacher - 4th Grade	Sewell Elem.	8/1/2022
Administrative New Hires	Exp	College	Degree	Job Title	School/Dept.	Effective Date
Administrative Appointments/Transfers						
Name		Current Position		Recommended Position		Effective Date

<u>Name</u>	<u>Job Title</u>	<u>School/Dept.</u>	<u>Experience</u>	<u>Reasons</u>	<u>Effective Date</u>
Acosta, Nicole	Teach/Art	Couch Elem.	7 years with GISD	Resignation/ Personal	6/10/2022
Adame, Lilia	Teach/ 2nd Grade Bilingual	Carver Elem.	7 years with GISD	Resignation/ Personal	6/10/2022
Adams, Toni	Teach/English	Schrade Middle School	5 years/1 with GISD	End of Assignment	6/10/2022
Aguilar, Lyndsay	Teach/Ag Science	Gilbreath-Reed Career and Technical Ce	4 years/2 with GISD	Resignation/ Career Change	6/13/2022
Akeman, Angelia	Student Success Counselor	Guidance and Counseling	14 years/11 with GISD	Resignation/ Other TX School	6/10/2022
Akers, Nathan	Teach/Science/Coach	Naaman Forest High School	7 years with GISD	Resignation/ Other TX School	6/10/2022
Alexander, Rachel	Assistant Principal	Freeman Elem.	9 years/4 with GISD	Other	6/23/2022
Alexander, Ramona	Teach/English	Hudson Middle School	1 year with GISD	Resignation/ Other TX School	6/10/2020
Allbee, Brianna	Teach/4th Grade	Shugart Elem.	2 years with GISD	Resignation/ Relocation	6/10/2020
Allen, Lydia	Teach/3rd Grade	Kimberlin Academy for Excellence	3 years/1 with GISD	Resignation/ Relocation	6/10/2020
Alvarez, Sarai	Teach/Spanish	Webb Middle School	1 year with GISD	Resignation/ Career Change	6/10/2022
Alvarez, Stacy	Teach/Kindergarten	Carver Elem.	24 years/20 with GISD	Resignation/ Relocation	6/10/2022
Alvizo de Marte, Stacy	Teach/Spanish	South Garland High School	9 years with GISD	Resignation/ Personal	6/10/2022
Anderson, Robin	Librarian	Luna Elem.	10 years/4 with GISD	Resignation/ Other TX School	6/10/2022
Anderson, Taylor	Teach/4th Grade	Abbett Elem.	3 years with GISD	Resignation/ Spouse Transferred	6/10/2022
Anthony, Ron	Assistant Principal	Naaman Forest High School	20 years/5 with GISD	Other TX School	6/30/2022
Arango, Lynsi	Teach/Social Studies	Naaman Forest High School	12 years with GISD	Resignation/ Career Change	6/10/2022
Argabright, Barbara	Business Analyst Developer	Oracle	2 years with GISD	Other	6/30/2022
Argo, Madison	Assistant Band Director	Rowlett High School	1 year with GISD	Resignation/ Moving Out Of State	6/10/2022
Arzate, Liliana	Teach/5th Grade Bilingual	Beaver Technology Center	7 years/3 with GISD	Resignation/ Personal	6/10/2022
Atkins, Jessica	Teach/Science	Webb Middle School	5 years/4 with GISD	Resignation/ Relocation	6/10/2022
Bailey, Wendy	Assistant Principal	Carver Elem.	23 years/21 with GISD	Resignation/ Other TX School	6/23/2022
Bailey, Vashoney	Teach/Intervention Specialist Title 1	Williams Elem.	12 tears/11 with GISD	Resignation/ Career Change	6/10/2022
Baker, Benjamin	Teach/Social Studies	Sachse High School	7 years with GISD	Resignation/ Other TX School	6/10/2022
Baker, Keith	Counselor	North Garland High School	23 years/7 with GISD	Resignation/ Other TX School	6/17/2022

Bates, Juliet	Teach/2nd Grade	Hickman Elem.	6 years/2 with GISD	Resignation/ Personal	6/10/2022
Bayless, Joy	Teach/PE	Jackson Technology Center	33 years/22 with GISD	Resignation/ Career Change	6/10/2022
Beck, Ronald	Teach/Technology Education	Houston Middle School	16 years/12 with GISD	Resignation/ Moving Out Of State	6/10/2022
Belanger, Sarah	Teach/3rd Grade	Heather Glen Elem.	32 years with GISD	Resignation/ Other TX School	6/10/2022
Berry, Celene	Nurse	Classical Center at Vial Elem.	9 years/4 with GISD	Resignation/ Other TX School	6/10/2022
Bitner, Amanda	Teach/2nd Grade	Dorsey Elem.	17 years with GISD	Resignation/ Other TX School	6/10/2022
Blackman, Lindsey	Teach/English/Coach	Schrade Middle School	4 years with GISD	Resignation/ Personal	6/10/2022
Blue, Krystal	Teach/Kindergarten ESL	Carver Elem.	9 years with GISD	Resignation/ Other TX School	6/10/2022
Blunt, Dedria	Teach/English	Hudson Middle School	19 years/ 10 with GISD	Resignation/ Other TX School	6/10/2022
Bonilla-Quiroga, Marisol	Teach/Spanish	Garland High School	21 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Bonner, Keandria	Teach/1st Grade	Rowlett Elem.	5 years with GISD	Resignation/ Other TX School	6/10/2022
Boucher, Brittany	Teach/SPED ECSE	Carver Elem.	12 years with GISD	Resignation/ Other TX School	6/10/2022
Boydston, Hardy	Teach/2nd Grade	Abbett Elem.	6 years/4 with GISD	Resignation/ Other TX School	6/10/2022
Bradley, Sharon	Teach/Health Care Science	Naaman Forest High School	30 years/27 with GISD	Retirement - TRS	6/10/2022
Brandenburg, Robert	Teach/English/Coach	North Garland High School	17 yeras/6 with GISD	Resignation/ Other TX School	6/10/2022
Breckner, Heather	Teach/Primary Montessori	Herfurth Elem.	14 years/1 with GISD	Resignation/ Other TX School	6/10/2022
Bright-Dawson, Dianna	Diagnostician	Hickman Elem.	40 years/5 with GISD	Resignation/ Other TX School	6/13/2022
Briseno, Destinee	Teach/Kindergarten	Carver Elem.	1 year with GISD	Resignation/ Other TX School	6/10/2022
Brody, Paulette	Teach/Dyslexia	Special Education	17 years/8 with GISD	Resignation/ Health Reasons	6/10/2022
Brown, April	Teach/4th Grade	Heather Glen	9 yeras/2 with GISD	Resignation/ Other TX School	6/10/2022
Brown, Pleshae	Teach/5th Grade	Daugherty Elem.	2 years with GISD	End of Assignment	6/10/2022
Brown, Martine	Instructional Leadship Coordinator	Harris Hill	16 years/14 with GISD	Resignation/ Personal	6/30/2022
Bryan, Julia	Teach/1st Grade	Heather Glen Elem.	3 years with GISD	Resignation/ Personal	6/10/2022
Bullock, Helen	Teach/Theater	Hudson Middle School	5 years/4 with GISD	Resignation/ Relocation	6/10/2022
Burl, Tanjala	Teach/5th Grade	Armstrong Elem.	22 years/16 with GISD	Resignation/ Other TX School	6/10/2022
Burks, Sarah	Athletic Trainer	Rowlett High School	7 years with GISD	Resignation/	6/13/2022

				Career Change	
Burney, David	Teach/Music	Giddens-Steadham Elem.	5 years/3 with GISD	Resignation/	6/10/2022
				Relocation	
Burscough, Jayson	Teach/Band	O'Banion Middle School	6 years with GISD	Resignation/	6/10/2022
				Moving Out of State	
Busch, Jason	Teach/PE	Williams Elem.	19 years/16 with GISD	Resignation/	6/10/2022
				Other TX School	
Bush, Debra	Teach/2nd Grade Bilingual	Spring Creek Elem	26 years/7 with GISD	Retirement - TRS	6/10/2022
Butt, Iqra	Teach/1st Grade	Sewell Elem.	2 years with GISD	Resignation/	6/10/2022
				Career Change	
Calderon-Carmona, Brenda	Teach/Science	O'Banion Middle School	5 years/3 with GISD	Finish Year Only	6/10/2022
Cannon, Derecha	School Nurse	Spring Creek Elem.	6 years with GISD	Resignation/	6/10/2022
				Personal	
Cao, Lisa	Teach/1st Grade	Park Crest Elem.	1 year with GISD	Resignation/	6/10/2022
				Health Reasons	
Capulong, Natalie	Teach/Social Studies	Houston Middle School	5 years/1 with GISD	Resignation/	6/10/2022
				Other TX School	
Carpenter, Sarah	Teach/Upper Elem.	Luna Elem.	7 years/2 with GISD	Resignation/	6/10/2022
				Other TX School	
Carpenter, Kristin	Teach/Music	Stephens Elem.	9 years/1 with GISD	Resignation/	6/10/2022
				Relocation	
Carter, Hannah	Teach/English	Sellers Middle School	4 years/1 with GISD	Resignation/	6/10/2022
				Relocation	
Carvajal, Nubia	Teach/Kindergarten Bilingual	Handley Elem.	18 years/4 with GISD	Resignation/	6/10/2022
				Spouse Transferred	
Castellon, Robin	Teach/Gymnastics	Classical Center at Brandenburg Middle	2 years with GISD	Resignation/	6/10/2022
				Moving Out of State	
Castillo, Joe	Boy's Athletic Coord/Head Football Coach	North Garland High School	23 years/12 with GISD	Resignation/	6/24/2022
				Other TX School	
Castle, Abigail	Teach/4th Grade	Kimberlin Academy	11 years/5 with GISD	Resignation/	6/10/2022
				Other TX School	
Cerino, Celia	Teach/4th Grade Bilingual	Caldwell Elem.	3 years/1 with GISD	Resignation/	6/10/2022
				Relocation	
Ceron Orozco, Edgar	Teach/Math	Webb Middle School	6 years with GISD	Resignation/	6/10/2022
				Personal	
Chandler, Cristina	Teach/5th Grade	Classical Center at Vial Elem.	14 years/4 with GISD	Resignation/	6/10/2022
				Relocation	
Chatman, Cherita	Assistant Principal	Hudson Middle School	15 years/6 with GISD	Resignation/	6/30/2022
				Career Change	
Clemon, Lauren	Teach/Art	Schrade Middle School	5 years with GISD	Resignation/	6/10/2022
				Other TX School	
Cleveland, Jennifer	Teach/Music	Luna Elem.	8 years/6 with GISD	Resignation/	6/10/2022
				Other TX School	
Cofield, Imani	Teach/Kindergarten	Caldwell Elem	2 years/1 with GISD	Other	6/10/2022
Coker, Erica	Teach/Social Studies/Coach	North Garland High School	4 years/1 with GISD	Resignation/	6/10/2022
				Other TX School	
Cook, Kirsten	Teach/English/Coach	Classical Center at Brandenburg Middle	11 years with GISD	Resignation/	6/13/2022
				Other TX School	

Cooper, Kevin	Assistant Principal	Classical Center at Brandenburg Middle	14 years/8 with GISD	Resignation/ Other TX School	6/30/2022
Corjay, Amber	Teach/Reading	Bussey Middle School	15 years with GISD	Resignation/ Relocation	6/10/2022
Cowden, Danielle	Teach/Tech. Education	Sachse High School	8 years/4 with GISD	Resignation/ Moving Out of State	6/10/2022
Craft, Lauren	Librarian	O'Banion Middle School	14 years with GISD	Resignation/ Other TX School	6/10/2022
Crank, Patrick	Teach/Math	Schrade Middle School	5 years with GISD	Resignation/ Career Change	6/10/2022
Crossland, Ray	Teach/Business Education/Coach	Sellers Middle School	1 year with GIDS	Resignation/ Personal	6/13/2022
Crouse, Stacey	Counselor	Freeman Elem.	6 years/2 with GISD	Resignation/ Spouse Transferred	6/14/2022
Cruz, Deborah	Teach/1st Grade	Gidden-Steadham Elem.	4 years/1 with GISD	Resignation/ Unsatisfied with Job	6/10/2022
Cummings, Lisa	Teach/5th Grade	Abbett Elem.	17 years with GISD	Resignation/ Relocation	6/10/2022
Davis, Sheri	Teach/Family Consumer Sciences	Naaman Forest High School	4 years/1 with GISD	Finish Year Only	6/10/2022
Dawson, Kathleen	Teach/1st Grade	Rowlett Elem.	18 years/6 years with GISD	Resignation/ Personal	6/10/2022
De Guzman, Melody	Teach/1st Grade	Shugart Elem	16 years/3 with GISD	Resignation/ Personal	6/10/2022
Dean, Alexandria	Orientation Mobility Specialist	Special Education	2 years with GISD	Resignation/ Relocation	6/10/2022
Dennett, Mathew	Teach/ESL	Bussey Middle School	3 years with GISD	Resignation/ Personal	6/10/2022
Deweese, Melissa	Teach/Reading	Houston Middle School	11 years with GISD	Resignation/ Career Change	6/10/2022
Diamond, Tera	Teach/Family Consumer Science	Sachse High School	4 years with GISD	Resignation/ Health Reasons	6/10/2022
Diaz, Carmen	Teach/STEM Engineering	Gilbreath-Reed	10 years/5 with GISD	Resignation/ Personal	6/13/2022
Donnell, Blair	Counselor	Hudson Middle School	14 years/12 with GISD	Resignation/ Other TX School	6/17/2022
Dorley, Khisoina	Teach/Kindergarten	Hickman Elem	3 years/2 with GISD	Resignation/ Relocation	6/10/2022
Dossey, Robin	Teach/Dyslexia	Luna Elem	28 years/22 with GISD	Retirement	6/10/2022
Dowell, Virginia	Teach/Math	Coyle Middle School	14 years with GISD	Resignation/ Other TX School	6/10/2022
Downs, Abigail	Teach/English	Webb Middle School	3 years/2 with GISD	Resignation/ Relocation	6/10/2022
Draper, Renee	Teach/Science	Schrade Middle School	1 year with GISD	Resignation/ Personal	6/10/2022
Drinkard, Morgan	Teach/Social Studies	Jackson Tech. Ctr.	4 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Duncan, Stephen	Teach/Math	Rowlett High School	25 years/20 with GISD	Resignation/ Private School	6/10/2022
Duvall, Ann	Teach/Comp Family Consumer Science	Garland High School	15 years/9 with GISD	Resignation/	6/10/2022

				Health Reasons	
Dyer, Breanne	Teach/2nd Grade	Club Hill Elem	5 years/3 with GISD	Resignation/ Career Change	6/10/2022
Edler, Amanda	Teach/Adapted PE	Special Education	11 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Edwards, Cassidy	Teach/Math	Houston Middle School	1 year with GISD	Resignation/ Private School	6/10/2022
Elliott, Heather	Teach/Science	Sellers Middle School	7 years with GISD	Resignation/ Other TX School	6/10/2022
Ellis, Keith	Principal	Naaman Forest High School	17 years/8 with GISD	Resignation/ Other TX School	6/30/2022
Erickson, Linda	Speech Language Path	Austin Academy	24 years/8 with GISD	Retirement-TRS	6/10/2022
Estes, Brittnie	Early Literacy Support	Teaching and Learning Development	10 years with GISD	Resignation/ Career Change	6/17/2022
Evans, Cassandra	Teach/Reading	Hudson Middle School	7 years/2 with GISD	Resignation/ Other TX School	6/13/2022
Fanchi, Gina	Teach/4th Grade Bilingual	Carver Elem.	8 years with GISD	Resignation/ Unsatisfied with Job	6/10/2022
Fishback, Kelly	Teach/Dance	North Garland High School	20 years/17 with GISD	Resignation/ Relocation	6/27/2022
Flowers, Aric	Teach/Health/Coach	North Garland High School	7 years/3 with GISD	Finish Year Only	6/10/2022
Floyd, Maria	Facilitator Translation Int. Services	Communications	25 years with GISD	Retirement-TRS	6/30/2022
Foote, Jerry	Teach/Math	Webb Middle School	3 years/2 with GISD	Resignation/ Personal	6/10/2022
Foster, Laken	Teach/Science	Hudson Middle School	6 years/5 with GISD	Resignation/ Personal	6/10/2022
Fox, Melissa	Teach/Kindergarten	Sewell Elem.	9 years/5 with GISD	Resignation/ Relocation	6/10/2022
Frazier, Stacy	Teach/5th Grade	Spring Creek Elem.	18 years/10 with GISD	Resignation/ Personal	6/10/2022
Friedel, Donald	Asst. Director	Purchasing	14 years/7 with GISD	Retirement-TRS	6/10/2022
Friend, Alma	Teach/3rd Grade Bilingual	Stephens Elem.	12 years/8 with GISD	Resignation/ Health Reasons	6/10/2022
Fuentes, Claudine	Teach/Reading	Jackson Tech. Center	23 years/19 with GISD	Resignation/ Health Reasons	6/10/2022
Fuentes, Dulce	Teach/1 Grade Dual Language	Classical Center at Vial Elem.	3 years/1 with GISD	Resignation/ Relocation	6/10/2022
Funke, Eric	Teach/Math	Spring Creek Elem.	15 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Galvan, Glenda	Teach/Dyslexia	Spring Creek Elem.	22 years/7 with GISD	Resignation/ Unsatisfied with Job	6/10/2022
Gamble, Troy	Teach/PE/Coach	Austin Academy	30 years with GISD	Retirement-TRS	6/13/2022
Gann, Alan	Teach/Social Studies/Coach	South Garland High School	23 years/10 with GISD	Resignation/ Other TX School	6/10/2022
Garcia, Alyssa	Teach/Music	Toler Elem	2 years with GISD	Resignation/ Personal	6/10/2022

Garrett, Billy	Teach/Science	O'Banion Middle School	4 years with GISD	Resignation/ Other TX School	6/10/2022
Garrett, Michael	Teach/SPED CBSE Idea B	Caldwell Elem	14 years/2 with GISD	Other	6/10/2022
Gavin, Magon	Teach/3rd Grad	Davis Elem	6 years/2 with GISD	Resignation/ Relocation	6/10/2022
Gayken, Shelia	Teach/SPED ABC	Steadham Elem.	18 yeas/16 with GISD	Resignation/ Personal	6/10/2022
Gil, Elida	Teach/1st Grade Dual Language	Classical Center at Vial Elem.	7 years with GISD	Resignation/ Career Change	6/10/2022
Giles, Erin	Teach/4th Gr.	Weaver Elem.	28 years/23 with GISD	Resignation/ Personal	6/10/2022
Gish, Andrew	Teach/Math/Coach	Lakeview Centennial High School	1 year with GISD	Resignation/ Other TX School	6/10/2022
Goldfarb, Deborah	Teach/PreK ESL	Spring Creek Elem.	31 years with GISD	Retirement-TRS	6/10/2022
Goner, Mela	Teach/Math	Rowlett High School	18 years/15 with GISD	Resignation/ Private School	6/10/2022
Gonzalez, Erica	Teach/Math	Bussey Middle School	4 years with GISD	Finish Year Only	6/10/2022
Gordon, Jessica	Teach/4th Grade	Club Hill Elem.	3 years with GISD	Resignation/ Other TX School	6/10/2022
Goza, David	Teach/Theater Drama	Rowlett High School	13 years/5 with GISD	Resignation/ Relocation	6/10/2022
Gray, Jocelyn	Teach/Kindergarten	Rowlett Elem.	4 years/2 with GISD	Resignation/ Career Change	6/10/2022
Green, Diamond	Teach/5th Grade	Club Hill Elem.	6 years/1 with GISD	Resignation/ Career Change	6/10/2022
Greenwood, Madyson	Teach/Theater	Sellers Middle School	7 years with GISD	Resignation/ Relocation	6/10/2022
Gregg, Esmeralda	Teach/Dyslexia	Abbett Elem.	5 years with GISD	Resignation/ Relocation	6/10/2022
Griner, Vicki	Teach/2nd Grade	Classical Center at Vial Elem.	12 years with GISD	Resignation/ Health Reasons	6/10/2022
Grizzle, Stacy	Teach/Science	Garland High School	9 years/3 with GISD	Resignation/ Private School	6/10/2022
Guerin, Teresa	Teach/English	Naaman Forest High School	31 years/ 8 with GISD	Retirement-TRS	6/10/2022
Gutierrez, Emily	Teach/Music	Cooper Elem.	6 years/4 with GISD	Resignation/ Other TX School	6/10/2022
Guzman, Aldo	Teach/Business Education	Garland High School	9 years with GISD	Resignation/ Other TX School	6/10/2022
Haecker, Emily	Teach/Social Studies	Naaman Forest High School	15 years/13 with GISD	Resignation/ Other TX School	6/10/2022
Halliday, Kelly	Teach/1st Grade	Hickman Elem.	5 years with GISD	Resignation/ Career Change	6/10/2022
Harris, Ronald	Counselor	O'Banion Middle School	23 years/3 with GISD	Resignation/ Career Change	6/17/2020
Hathorn, Camille	Teach/5th Grade	Club Hill Elem	8 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Hazelwood, Jon	Teach/Math/Coach	South Garland High School	18 years/3 with GISD	Resignation/	6/10/2022

				Other TX School	
Hernandez, Marissa	Teach/Art	Webb Middle School	2 years with GISD	Resignation/	6/10/2022
				Personal	
Herrera, Julia	Teach/Kindergarten	Hillside Academy	14 years/7 with GISD	Resignation/	6/10/2022
				Relocation	
Hicks, Jessica	Principal	Herfurth Elem.	21 years/8 with GISD	Resignation/	6/23/2022
				Spouse Transferred	
Hisbrook, Mercedes	Teach/Social Studies	North Garland High Schoo	7 years with GISD	Resignation/	6/10/2022
				Moving Out of State	
Hoang, Ngot	Teach/Math	Jackson Tech. Center	4 years/2 with GISD	Other	6/10/2022
Holden, Julie	Teach/4th Grade	Handley Elem.	6 years/4 with GISD	Resignation/	6/10/2022
				Relocation	
Holley, Cynthia	Teach/ Kindergarten	Couch Elem.	26 years/3 with GISD	Resignation/	6/10/2022
				Relocation	
Holt, Leslie	Teach/Intervention Specialist Title 1	Hickman Elem.	28 years with GISD	Retirement – TRS	6/10/2022
Holton, Nancy	Nurse	O'Banion Middle School	20 years/8 with GISD	Retirement – TRS	6/10/2022
Horn, Alex	Teach/PE/Coach	Lakeview Centennial High School	10 years/1 with GISD	Finish Year Only	6/10/2022
Horsley, Nitzila	Teach/3rd Grade Bilingual	Weaver Elem.	10 years/7 with GISD	Resignation/	6/10/2022
				Other TX School	
Howard, Debra	Teach/ESL	Naaman Forest High School	10 years/9 with GISD	Resignation/	6/10/2022
				Other TX School	
Huey, Valerie	Associate Principal	Dorsey Elem.	17 years with GISD	Resignation/	6/23/2022
				Personal	
Hughes, Levi	Teach/Social Studies/Coach	Lakeview Centennial High School	13 years/11 with GISD	Resignation/	6/10/2022
				Personal	
Humerickhouse, Andrea	Teach/Social Studies	Schrade Middle School	2 years with GISD	Resignation/	6/10/2022
				Other TX School	
Hulsey, Johanna	Teach/Art	Bradfield Elem.	2 years with GISD	Resignation/	6/10/2022
				Health Reasons	
Ince, Allison	Teach/Reading	Coyle Middle School	7 years with GISD	Resignation/	6/10/2022
				Other TX School	
Isakovic, Jazmin	Teach/2nd Grade	Pearson Elem.	5 years with GISD	Other	6/10/2022
Ivory, Kristina	Teach/5th Grade	Keeley Elem	9 years with GISD	Resignation/	6/10/2022
				Moving Out of State	
Jackson, Dana	Teach/SPED ALE	Austin Academy	1 year with GISD	Resignation/	
				Other TX School	
Jackson, Kristina	Teach/ Social Studies	Jackson Tech. Center	7 years/3 with GISD	Resignation/	6/10/2022
				Personal	
Jandro, Benjamin	Teach/Social Studies	Sellers Middle School	1 years with GISD	Resignation/	6/10/2022
				Personal	
Jenkins, Diana	Teach/SPED ALE	Classical Ctr at Brandenburg	6 years/3 with GISD	Retirement-TRS	6/10/2022
Jennings, Bobby	Assistant Principal	Rowlett High School	6 years/1 with GISD	Resignation/	6/30/2022
				Relocation	
Jeter, Nicole	Teach/Kindergarten	Montclair Elem.	3 years/1 with GISD	Resignation/	6/10/2022
				Personal	

Jewell, Nicholas	Counselor	Caldwell Elem.	26 years/1 with GISD	Other	6/14/2022
Johnson, Allison	Teach/1st Grade	Kimberlin Academy	4 years/3 with GISD	Resignation/ Other TX School	6/10/2022
Johnson, Delma	Teach/2nd Grade	Cooper Elem.	16 years/5 with GISD	Resignation/ Other TX School	6/10/2022
Johnson, Trey	Event Coordinator	Curtis Culwell Center	4 years with GISD	Resignation/ Professional Development	6/30/2022
Johnson, Kalyn	Teach/Family Consumer Science	North Garland High School	5 years with GISD	Resignation/ Relocation	6/10/2022
Johnson, Prince	Teach/English	Schrade Middle School	7 years with GISD	Resignation/ Other TX School	6/10/2022
Johnson, Kawana	Teach/SPED CBSE IDEA B	Shugart Elem	8 years/6 with GISD	Resignation/ Personal	6/10/2022
Johnston, Wanda	Teach/Science	Bussey Middle School	15 years/5 with GISD	Resignation/ Unsatisfied with Job	6/10/2022
Jones, Iyanna	Teach/4th Grade	Beaver Tech. Center	1 year with GISD	Resignation/ Career Change	6/10/2022
Jones, Renika	Teach/Science	Jackson Tech. Center	6 years/3 with GISD	Resignation/ Career Change	6/10/2022
Kent, Kristin	Teach/Math	Rowlett High School	11 years with GISD	Resignation/ Other TX School	6/10/2022
Kieffer, Andrea	Teach/Science	Schrade Middle School	28 years/22 with GISD	Retirement-TRS	
Komisarz, Molly	Teach/Science	Lakeview Centennial High School	7 yeras/1 with GISD	Resignation/ Other TX School	6/10/2022
Kralik, Bradley	Teach/4th Grade	Hickman Elem.	5 years/2 with GISD	End of Assignment	6/10/2022
Kunkel, Alyssa	Teach/Assistant Band Director	Garland High School	1 year with GISD	Resignation/ Relocation	6/10/2022
Lamb, Johnny	Director	Security	27 years/8 with GISD	Resignation/ Personal	6/30/2022
Landolt, Seth	Teach/Math	Houston Middle School	5 years with GISD	Resignation/ Moving Out of State	6/10/2022
Lara, Michael	Teach/PE/Coach	Classical Center at Brandenburg Middle	10 years/9 with GISD	Resignation/ Other TX School	6/13/2022
Law, Reianna	Teach/5th Grade	Park Crest Elem.	3 years with GISD	Resignation/ Relocation	6/10/2022
Ledbetter, Laura	Teach/1st Grade	Carver Elem.	28 years/22 with GISD	Retirement- TRS	6/10/2022
Leishner, Mark	Teach/Social Studies	North Garland High School	22 years/13 with GISD	Resignation/ Other TX School	6/10/2022
Lee, Rebecca	Teach/Spanish	Sellers Middle School	10 years/5 with GISD	Resignation/ Other TX School	6/10/2022
Leon, Richard	Teach/Math	Naaman Forest High School	13 years with GISD	Resignation/ Career Change	6/10/2022
Leonard, Carol	Teach/Dyslexia	Handley Elem.	26 years/10 with GISD	Resignation/ Other TX School	6/10/2022
Lintelman, Andrew	Teach/Science/Coach	Naaman Forest High School	11 years/10 with GISD	Resignation/ Other TX School	6/10/2022
Lira, Celia	Teach/1st Grade Bilingual	Park Crest Elem	7 years/6 with GISD	Resignation/	6/10/2022

				Relocation	
Lokey, Kristen	Teach/French	Sachse High School	9 years/6 with GISD	Resignation/	6/10/2022
				Other TX School	
Lopez, Lorraine	Teach/5th Grade	Cooper Elem.	6 years/3 with GISD	Resignation/	6/10/2022
				Personal	
Lopez-Leon, Antuon	Teach/Assistant Band Director	North Garland High School	4 years/3 with GISD	Resignation/	6/10/2022
				Other TX School	
Luna, Javier	Teach/Assistant Band Director	Garland High School	3 years with GISD	Resignation/	6/10/2022
				Moving Out of State	
Ly, Angela	Teach/Kindergarten	Abbett Elem.	1 year with GISD	Resignation/	6/10/2022
				Personal	
Lyons, Shannon	Teach/Kindergarten	Shugart Elem.	16 years with GISD	Resignation/	6/10/2022
				Other TX School	
MacDonald, Kevin	Teach/Assistant Band Director	Sachse High School	8 years/7 with GISD	Resignation/	6/10/2022
				Career Change	
Machado, Ericka	Teach/4th Grade	David Elem.	5 years with GISD	Resignation/	6/10/2022
				Other TX School	
Macias, Rodrigo	Teach/Science	Garland High School	12 years with GISD	Resignation/	6/10/2022
				Personal	
Macias, Anissa	Teach/Assistant Band Director	Houston Middle School	4 years with GISD	Resignation/	6/10/2022
				Professional Development	
Mackay, Kelley	Campus Facilitator Idea B	O'Banion Middle School	25 years/14 with GISD	Other	6/10/2022
Magruder, Matthew	Counselor	Classical Center at Vial Elem	15 years/2 with GISD	Resignation/	6/10/2022
				Personal	
Mansur, Emily	Teach/Science	Classical Center at Vial Elem	10 yeras/4 with GISD	Resignation/	6/10/2022
				Relocation	
Marshall, Leah	Teach/2nd Grade	Spring Creek Elem	7 years/2 with GISD	Resignation/	6/10/2022
				Career Change	
Martin, Shanice	Teach/Math	North Garland High School	5 years/1 with GISD	Resignation/	6/10/2022
				Career Change	
Martinez, Ashli	Teach/Social Studies	South Garland High School	1 year with GISD	Resignation/	6/10/2022
				Professional Development	
Mason-Foederer, Vicki	Teach/SPED Adapted PE	Special Education	33 years/9 with GISD	Retirement - TRS	6/17/2022
Mathew, Shiba	Teach/Science	Bussey Middle School	5 years/1 with GISD	Resignation/	6/10/2022
				Career Change	
Maxon, Lauren	Teach/Kindergarten	Spring Creek Elem.	5 years/3 with GISD	Resignation/	6/10/2022
				Relocation	
McBrayer, Steven	Teach/Science	Lyles Middle School	3 years/2 with GISD	Resignation/	6/10/2022
				Other TX School	
McClendon, Genell	Teach/Journalism	Sachse High School	11 years with GISD	Resignation/	6/10/2022
				Personal	
McCoy, Clair	Teach/3rd Grade	Toler Elem.	3 years/2 with GISD	Resignation/	6/10/2022
				Relocation	
McDonald, Mary	Teach/Dyslexia	Special Education	35 year/3 with GISD	Resignation/	6/10/2022
				Relocation	
McGill-Azeez, Melinda	Teach/Math	Austin Academy	13 years/12 with GISD	Resignation/	6/10/2022
				Career Change	
Medina, Ann	Teach/Relocation	Houston Middle School	16 years/11 with GISD	Resignation/	6/10/2022
				Career Change	

Megahan, Ashleigh	Teach/SPED PPCD ECH Pre-K	Parson PreK	9 years with GISD	Resignation/ Other TX School	6/10/2022
Metcalfe, Cody	Teach/Social Studies	South Garland High School	3 years with GISD	Resignation/ Moving out of State	6/10/2022
Michel, Lindsay	Teach/Math	Webb Middle School	5 years/3 with GISD	Resignation/ Relocation	6/10/2022
Miles Akoi, Oprah	Teach/4th Grade	Bradfield Elem.	7 years/2 with GISD	Resignation/ Personal	6/10/2022
Miller, Cameron	Teach/SPED Resource	Houston Middle School	7 years with GISD	Resignation/ Other TX School	6/10/2022
Mong, Elizabeth	Teach/SPED ALE	Houston Middle School	4 years with GISD	Resignation/ Career Change	6/10/2022
Moore, Paul	Responsive Services Counselor	Guidance and Counseling	2 years with GISD	Other	6/13/2022
Moore, Susan	Teach/Family Consumer Science SAPE	Sachse High School	16 years/3 with GISD	Resignation/ Personal	6/13/2022
Moreno, Kenny	Teach/1st Grade Bilingual	Giddens-Steadham Elem.	8 years with GISD	Resignation/ Other TX School	6/10/2022
Morfoot-Kittaneh, Kathleen	Teach/Montessori Lower Elem.	Herfurth Elem	6 years/1 with GISD	Resignation/ Personal	6/10/2022
Morris, Ally	Teach/1st Grade	Hickman Elem	2 years with GISD	Resignation/ Other TX School	6/10/2022
Morse, Jeri	Counselor	Hillside Academy	30 years with GISD	Retirement-TRS	6/14/2022
Mull, Karin	Early Literacy Support	Teaching and Learning Development	15 years with GISD	Resignation/ Relocation	6/17/2022
Muniz Castillo, Isis	Teach/Social Studies/Coach	Sachse High School	4 years with GISD	Resignation/ Career Change	6/17/2022
Munoz, Jasmine	Teach/3rd Grade	Ethridge Elem.	1 year with GISD	Resignation/ Personal	6/10/2022
Murphy, Mary	Teach/Art	Sellers Middle School	24 years/7 with GISD	Other	6/10/2022
Nagarajan, Suresh	Database Administrator	Oracle	1 year with GISD	Resignation/ Health Reasons	6/30/2022
Narvaez, Melissa	Teach/Social Studies	Schrade Middle School	13 years with GISD	Resignation/ Personal	6/10/2022
Navarro, Nichole	Counselor CTE 1	Garland High School	13 years/10 with GISD	Resignation/ Relocation	6/17/2022
Navarro, Robert	Teach/4th Grade	Daugherty Elem.	7 years/6 with GISD	Resignation/ Moving out of state	6/10/2022
Newman, Khorina	Teach/PE/Head Girls' Basketball Coach	Naaman Forest High School	4 years/1 with GISD	Resignation/ Other TX School	6/10/2022
Newsome, Karen	Lic Spclst School Psych SPED	Special Education	25 years/3 with GISD	Resignation/ Other TX School	6/17/2022
Nichols, Mary	Coordinator PK - 6	Teaching and Learning Development	29 years/5 with GISD	Retirement - TRS	6/30/2022
Nichols, Christopher	Teach/PE	Luna Elem.	27 years/6 with GISD	Resignation/ Personal	6/10/2022
Nunez, Araceli	Teach/Kindergarten	Southgate Elem.	1 year with GISD	Resignation/ Unsatisfactory with Job	6/10/2022
Nunez, Sylvia	Teach/Kindergarten Bilingual	Rowlett Elem.	27 years/22 with GISD	Retirement - TRS	6/10/2022

Oberkrom, Corinne	Teach/3rd Grade	Watson Tech. Ctr.	4 years with GISD	Resignation/ Personal	6/10/2022
Olguin, Vanessa	Teach/Science	Lakeview Centennial High School	7 years with GISD	Resignation/ Career Change	6/10/2022
Olive, Eric	Teach/Social Studies/Coach	Lakeview Centennial High School	8 years/5 with GISD	Resignation/ Other TX School	6/10/2022
O'Quinn, Phyllis	Teach/ESL	South Garland High School	10 years/2 with GISD	Resignation/ Career Change	6/10/2022
Orr, Brittney	Teach/4th Grade	Daugherty Elem.	8 years/5 with GISD	Resignation/ Personal	6/10/2022
Ortiz, Matthew	Analyst	Budget	8 years/3 with GISD	Resignation/ Career Change	6/30/2022
Pack, Elizabeth	Teach/4th Grade	Giddens-Steadham Elem.	5 years with GISD	Resignation/ Other TX School	6/10/2022
Parker, Lindsey	Teach/Kindergarten	Southgate Elem.	10 years with GISD	Resignation/ Relocation	6/10/2022
Perez, Alberto	Teach/Spanish/Coach	Naaman Forest High School	16 years/7 with GISD	Resignation/ Career Change	6/30/2022
Perez, Leonardo	Teach/Social Studies/Coach	Lakeview Centennial High School	1 year with GISD	Resignation/ Other TX School	6/10/2022
Perrault, Daniel	Teach/Science	Rowlett High School	15 years/6 with GISD	Resignation/ Other TX School	6/10/2022
Perry, Erica	Teach/SPED Resource	Lakeview Centennial High School	8 years/6 with GISD	Resignation/ Moving Out of State	6/10/2022
Philo, Aniah	Teach/Math/Coach	South Garland High School	1 year with GISD	Resignation/ Relocation	6/10/2022
Pierre, Turrell	Teach/Math	Sellers Middle School	4 years/2 with GISD	Resignation/ Career Change	6/30/2022
Plata, Christian	Teach/Social Studies	Classical Center at Brandenburg Middle	4 years with GISD	Resignation/ Other TX School	6/10/2022
Porter, Alnicia	Teach/ESL	Hudson Middle School	7 years/5 with GISD	Resignation/ Personal	6/10/2022
Powell, Christina	Teach/SPED ALE	Hickman Elem.	3 years/2 with GISD	Resignation/ Personal	6/10/2022
Ramirez, Adrianne	Teach/3rd Grade Bilingual	Roach Elem.	15 years with GISD	Resignation/ Other TX School	6/10/2022
Ramirez, Rhonda	Lead Counselor	Naaman Forest High School	28 years with GISD	Retirement - TRS	6/24/2022
Ramirez, Christopher	Teach/Social Studies/Coach	Naaman Forest High School	2 years with GISD	Resignation/ Other TX School	6/10/2022
Raymond, Bryan	Teach/Social Studies/Coach	North Garland High School	23 years/10 with GISD	Resignation/ Other TX School	6/10/2022
Rinehart, Monica	Teach/Social Studies	South Garland High School	6 years/4 with GISD	Resignation/ Relocation	6/10/2022
Rios, Viviana	Teach/French	Lakeview Centennial High School	6 years with GISD	Resignation/ Other TX School	6/10/2022
Risner, Clarissa	Teach/SPED Resource	Bussey Middle School	5 years/2 with GISD	Resignation/ Personal	6/10/2022
Rivera, Erika	Teach/4th Grade	Classical Center at Vial Elem	4 years/2 with GISD	Resignation/ Relocation	6/10/2022

Robb, Monica	Teach/4th Grade	Armstrong Elem.	5 years with GISD	Resignation/ Personal	6/10/2022
Rojas, Betzaida	Teach/4th Grade Bilingual	Golden Meadows Elem.	16 years/9 with GISD	Resignation/ Career Change	6/10/2022
Ross, Michael	Teach/Spanish	Naaman Forest High School	27 years/11 with GISD	Resignation/ Other TX School	6/10/2022
Rubin, Clifton	Teach/PE/Coach	Lyles Middle School	8 years/4 with GISD	Resignation/ Other TX School	6/13/2022
Rutherford, Emaleah	Teach/Science	Sachse High School	8 years/1 with GISD	Resignation/ Other TX School	6/10/2022
Sainz, Valeria	Teach/Math	Naaman Forest High School	6 years/5 with GISD	Resignation/ Career Change	6/10/2022
Salazar, Gloria	Teach/Kindergarten Bilingual	Bullock Elem.	13 years with GISD	Resignation/ Career Change	6/10/2022
Samaniego, Janette	Teach/4th Grade	Classical Center at Vial Elem.	1 year with GISD	Other	6/10/2022
Samples, Danielle	Teach/1st Grade	Luna Elem.	7 years/3 with GISD	Resignation/ Other TX School	6/10/2022
Sandoval, Hannah	Teach/Kindergarten	Dorsey Elem.	5 years/4 with GISD	Resignation/ Personal	6/10/2022
Sandoval, Hector	Teach/PE/Coach	Schrade Middle School	5 years/4 with GISD	Resignation/ Other TX School	6/13/2022
Sayen, Christopher	Teach/ESL	Classical Center at Brandenburg Middle	11 years/4 with GISD	Resignation/ Career Change	6/10/2022
Schiller, Whitney	Teach/3rd Grade	Spring Creek Elem.	8 years/7 with GISD	Resignation/ Career Change	6/10/2022
Schultz, Amy	Diagnostician	Rowlett High School	29 years/6 with GISD	Resignation/ Other TX School	6/13/2022
Schumann, Shannon	Teach/Math	Webb Middle School	6 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Schweizer, Laura	Teach/4th Grade	Liberty Grove Elem	7 years/6 with GISD	Resignation/ Other TX School	6/10/2022
Scott, Franklin	Teach/Social Studies/Coach	Schrade Middle School	10 years/9 with GISD	Resignation/ Other TX School	6/13/2022
Scott, Sonja	Teach/Kindergarten	Ethridge Elem.	6 years with GISD	Resignation/ Personal	6/10/2022
Shaw, Jasmine	Teach/SPED CBSE	Webb Middle Schoo	5 years/1 with GID	Resignation/ Relocation	6/10/2022
Shearhod, Christian	Teach/Math	Schrade Middle School	3 years with GISD	Other	
Shields, Randall	Teach/Math	Houston Middle School	3 years with GISD	Resignation/ Personal	6/10/2022
Shields, Kimberly	Teach/PreK	Golden Meadows Elem	1 year with GISD	Resignation/ Career Change	6/10/2022
Shoemaker, Allison	Nurse	Classical Center at Brandenburg Middle	4 years with GISD	Resignation/ Career Change	6/10/2022
Sikes, Amy	Teach/Social Studies	Bussey Middle School	21 years with GISD	Resignation/ Not working	6/10/2022
Silva, Juan	504 Testing Advisor	Naaman Forest High School	8 years with GISD	Resignation/ Personal	6/10/2022
Simmons, Brittani	Teach/Math	Schrade Middle School	6 years with GISD	Resignation/	6/10/2022

				Unsatisfied with Job	
Smith, Chelsea	Teach/English	Webb Middle School	7 years with GISD	Resignation/	6/10/2022
				Career Change	
Smith, Garrett	Teach/Social Studies/Coach	Lakeview Centennial High School	8 years/3 with GISD	Resignation/	6/10/2022
				Other TX School	
Smith, Shane	Teach/Social Studies/Coach	Sachse High School	2 years with GISD	Resignation/	6/10/2022
				Other TX School	
Smith, Jeremy	Assistant Director	Transportation	15 years with GISD	Resignation/	6/30/2021
				Personal	
Smoot, Kristie	Teach/Business Education	Naaman Forest High School	25 years with GISD	Resignation/	6/10/2022
				Other TX School	
Spencer, LaDonna	Teach/SPED ALE	Sachse High School	10 years/9 with GISD	Resignation/	6/10/2022
				Other TX School	
Stephenson, Latisha	Lic. Spclst School Psych.	Special Education	9 yearas/4 with GISD	Other	6/17/2022
Stewart, Kimberly	Teach/English	Schrade Middle School	11 years/4 with GISD	Resignation/	6/10/2022
				Other TX School	
Stevens, Alison	Teach/Art	AEC	16 years/8 with GISD	Resignation/	6/10/2022
				Other TX School	
Stockman, Lauren	Teach/PE	Dorsey Elem.	15 years with GISD	Resignation/	6/10/2022
				Other TX School	
Storie, Helaina	Librarian	Pearson Elem	11 years/1 with GISD	Other	6/10/2022
Strauch, Justin	Teach/Reading	Bussey Middle School	7 years with GISD	Resignation/	6/10/2022
				Personal	
Stroud, Shelby	Teach/Choir	O'Banion Middle School	1 year with GISD	Resignation/	6/10/2022
				Relocation	
Suravarapu, Adam	Teach/English	O'Banion Middle School	1 year with GISD	Resignation/	6/10/2022
				Other TX School	
Swindoll, Daniela	Teach/Science	Houston Middle School	11 years/3 with GISD	Resignation/	6/10/2022
				Not Working	
Taylor, Jennifer	Teach/English	South Garland High School	5 years with GISD	Resignation/	6/10/2022
				Personal	
Taylor-Ruben, Marilyn	Teach/SPED ALE	South Garland High School	20 years/17 with GISD	Resignation/	6/10/2022
				Other TX School	
Terry, James	Teach/Technology Education	South Garland High School	20 years/19 with GISD	Resignation/	6/10/2022
				Not Working	
Thomas, Angela	Nurse	Southgate Elem.	14 years/1 with GISD	Resignation/	6/10/2022
				Other TX School	
Thomas, Gwen	Teach/Science	Jackson Tech. Ctr.	3 years with GISD	Resignation/	6/10/2022
				Personal	
Thompson, Ericka	Teach/ Homebound Idea B	Special Education	9 years/7 with GISD	Resignation/	6/10/2022
				Personal	
Thornley, Alyson	Teach/Kindergarten	Rowlett Elem.	6 years with GISD	Resignation/	6/10/2022
				Relocation	
Thrash, Sarah	Counselor	Sachse High School	14 years/10 with GISD	Resignation/	6/17/2022
				Other TX School	
Titus, Molly	Teach/Kindergarten	Armstrong Elem	13 years with GISD	Resignation/	6/10/2022
				Other TX School	
Torales, Maribel	Teach/4th Grade Bilingual	Roach Elem	4 years with GISD	Resignation/	6/10/2022
				Personal	

Torres, Hector	Teach/Math	Webb Middle School	3 years with GISD	Resignation/ Other TX School	6/10/2022
Torres, Priscilla	Teach/PreK	Northlake Elem.	34 years/22 with GISD	Retirement – TRS	6/10/2022
Trent, Diane	Diagnostician	Carver Elem.	23 years/7 with GISD	Resignation/ Other TX School	6/13/2022
Trevino Welsh, Alejandra	Teach/3rd Grade Bilingual	Ethridge Elem.	16 years/13 with GISD	Retirement – TRS	6/10/2022
Tucker, Sara	Teach/Kindergarten	Club Hill Elem.	4 years/2 with GISD	Resignation/ Other TX School	6/10/2022
Turner, Katelyn	Teach/3rd Grade	Club Hill Elem.	4 years/2 with GISD	Resignation/ Career Change	6/10/2022
Turner, Sharonda	Teach/5th Grade	Cooper Elem.	10 years/4 with GISD	Resignation/ Other TX School	6/10/2022
Vallejo, Amanda	Nurse	Bullock Elem.	3 years/1 with GISD	End of Assignment	6/10/2022
Van Waters, Shana	Teach/Reading	Rowlett High School	15 years/4 with GISD	Resignation/ Relocation	6/10/2022
Veer, Taylor	Teach/Theater	Coyle Middle School	4 years/3 with GISD	Resignation/ Relocation	6/10/2022
Velasco, Lourdes	Teach/4th Grade Bilingual	Ethridge Elem	9 years/7 with GISD	Resignation/ Other TX School	6/10/2022
Vera, Miriam	Teach/Dance	South Garland High School	15 years/5 with GISD	Resignation/ Relocation	6/27/2022
Verden, Martha	Instructional Coach Title 1	Sellers Middle School	7 years with GISD	Resignation/ Relocation	6/16/2022
Victor, Megan	Teach/ELAR	Memorial Pathway Academy	8 years/6 with GISD	Resignation/ Health Reasons	6/10/2022
Villanueva, Krystal	Teach/ESL	Sellers Middle School	5 years/3 with GISD	Resignation/ Personal	6/10/2022
Vu, Martha	Teach/Art	Classical Center At Vial Elem.	9 yeras/5 with GISD	End of Assignment	6/10/2022
Walker, Oneyda	Diagnostician	Back Elem	21 years/20 with GISD	End of Assignment	6/13/2022
Wallace, Conrad	Teach/French	Rowlett High School	3 years with GISD	Resignation/ Personal	6/10/2022
Wallace, Crystal	Teach/1st Grade	Sewell Elem.	3 years with GISD	Resignation/ Other TX School	6/10/2022
Warren, Cara	Early Literacy Coordinator	Teaching and Learning Development	18 years/3 with GISD	Resignation/ Personal	6/30/2022
Washington, Yolanda	Teach/Kindergarten Bilingual	Abbett Elem.	10 years with GISD	Resignation/ Personal	6/10/2022
Weaver, Kollin	Grants Specialist	Grants Development	1 year with GISD	Other	6/30/2022
Webb, Kimberly	Teach/Montessori Primary	Luna Elem.	5 years with GISD	Resignation/ Other TX School	6/10/2022
Wiggins, Jai'La	Teach/1st Grade	Davis Elem.	2 years with GISD	Resignation/ Other TX School	6/10/2022
Williams, Rosaline	Teach/Science	Bussey Middle School	14 years with GISD	Resignation/ Other TX School	6/10/2022
Wilson, Angela	Teach/1st Grade	Caldwell Elem.	27 years/1 with GISD	Resignation/	6/10/2022

				Other TX School	
Wilson, Lee	Teach/Science	Sellers Middle Schoo	18 years/11 with GISD	Resignation/	6/10/2022
				Other TX School	
Woodward, Monica	Teach/PE Health/Coach	South Garland High School	5 years with GISD	Resignation/	6/10/2022
				Other TX School	
Woolard, Amy	Teach/SPED ABC	Sewell Elem.	5 years with GISD	Resignation/	6/10/2022
				Other TX School	
York, Hilda	Teach/Spanish	Rowlett High School	22 years/21 with GISD	Retirement – TRS	6/10/2022
Young, Carla	Speech Language Pathologist	Caldwell Elem	31 years/28 with GISD	Retirement – TRS	6/10/2022
Youngblood, Lauren	Early Literacy Support	Teaching and Learning Development	19 years/7 with GISD	Resignation/	6/17/2022
				Moving Out of State	
Professional Resignation/Retirements:		Approved to Date:		318	
		Current:		367	
		Total:		685	
B. Support Personnel					
<u>Name</u>	<u>Job Title</u>	<u>School/Dept.</u>	<u>Experience</u>	<u>Reasons</u>	<u>Effective Date</u>
Acosta, Leza	Principal's Secretary	Lister Elem.	10 years with GISD	Resignation/	6/16/2022
				Not Working	
Alonso Ortiz, Luz	Aide/McKinney Venton Office	Valle Student Services Center	1 year with GISD	Other	6/13/2022
Andrade, Gracella	Aide/SPED ALE	Liberty Grove Elem.	2 years with GISD	Resignation/	3/1/2022
				Other TX School	
Arevalo, Jamie	Aide/Title 1 Instructional	Carver Elem.	1 year with GISD	Resignation/	6/10/2022
				Personal	
Argueta, Maria	Counselors' Secretary	Lakeview Centennial High School	8 years with GISD	Resignation/	6/13/2022
				Career Change	
Arias Lazon, Sara	Enrollment Center Advisor	Valle Student Services Center	7 years with GISD	Resignation/	6/30/2022
				Professional Development	
Atkinson, Joshua	Aide/SPED ALE	Golden Meadows Elem.	1 year with GISD	Contract Abandonment	6/10/2022
Avila, Reyna	Aide/SPED CBSE Idea B	Beaver Technology Center	1 year with GISD	Resignation/	6/10/2022
				Personal	
Bates, Elizabeth	Aide/SPED CBSE Idea B	Abbett Elem.	1 year with GISD	Resignation/	6/10/2022
				Other TX School	
Bolano, Jaeli	Aide/Instructional ELL	Caldwell Elem.	0 years with GISD	Resignation/	4/8/2022
				Personal	
Bolds, Octavia	Aide/Instrctional Pre-K Title 1	Parson Pre-K	0 years with GISD	Resignation/	6/10/2022
				Career Change	
Boling, Karla	Aide/PE	Rowlett Elem.	23 years with GISD	Retirement - TRS	6/10/2022
Bowden, Cynthia	Executive Director's Secretary	Communications	12 years/3 with GISD	Resignation/	5/13/2022
				Personal	
Burkhart, Lisa	Director's Secretary	Fine Arts	35 years with GISD	Retirement	6/17/2022
Calderon De Los Sant, Idamarie	Principal's Secretary	Bradfield Elem.	9 years with GISD	Resignation/	6/16/2022
				Other TX School	

Campos, Gilberto	Aide/Office	Abbett Elem.	1 year with GISD	Resignation/ Personal	6/10/2022
Caplinger, Karen	Secretary	Fine Arts	9 years with GISD	Resignation/ Personal	6/30/2022
Cardenes Grimaldi, Carol	Aide/SPEC ABC	Daugherty Elem.	4 years with GISD	Resignation/ Personal	6/6/2022
Cardoso, Alejandro	Aide/SPED CBSE Idea B	Shorehaven Elem.	5 years with GISD	Resignation/ Career Change	6/10/2022
Castillo Gomez, Yarielzi	Aide/PreK Bilingual	Golden Meadows Elem.	2 years with GISD	Resignation/ Personal	6/10/2022
Chachagua, Gelse	Aide/Family Involvement Title 1	Carver Elem.	2 years with GISD	Resignation/ Personal	6/10/2022
Cisneros, Diane	Aide/PreK SPED ECSE	Parsons PreK	3 years with GISD	Resignation/ Other TX School	6/10/2022
Clavijo, Olga	Secretary	Teaching and Learning	7 years with GISD	Resignation/ Other TX School	6/10/2022
Connell, Vanessa	Color Guard Specialist	Garland High School	1 year with GISD	Resignation/ Moving Out of State	6/10/2022
Cooper, Charnelle	Leaves Specialist	Human Resources	12 years with GISD	Resignation/ Professional Development	05/10/2022
Cornelius, Kelli	Aide/Office	Lakeview Centennial High School	21 years with GISD	Resignation/ Other TX School	6/10/2022
Denny, Apple	Aide/Montessori	Herfurth Elem.	0 years with GISD	Resignation/ Relocation	6/10/2022
Dominguez, Juanita	Aide/SPED CBSE Idea B	Northlake Elem.	4 years with GISD	Resignation/ Personal	06/10/2022
Dowsey, Diane	Aide/SPED CBSE	Lister Elem.	25 years/24 with GISD	Retirement	6/10/2022
Eaton, Jeannette	Accounting Clerk	Sachse High School	8 years with GISD	Other	6/30/2022
Ellis, Maria	Aide/SPED Facilitator Idea B	South Garland High School	10 years/1 with GISD	Resignation/ Relocation	6/10/2022
Elrod, Kristen	Aide/Pre-K	Rowlett Elem.	2 years with GISD	Resignation/ Unsatisfied with job	6/10/2022
Estrada, Wendy	Aide/Pre-K	Shugart Elem.	3 years with GISD	Other	6/10/2022
Evans, Jason	Aide/SPED CBSE IDEA B	Bradfield Elem	3 years with GISD	Resignation/ Personal	6/10/2022
Fino, Luz	Aide/Diag.	Montclair Elem.	27 years with GISD	Resignation/ Career Change	6/10/2022
Flores, Carolinna	Aide/Library	Ethridge Elem.	2 years with GISD	Resignation/ Career Change	6/10/2022
Flores, Sunshine	Aide/Counselor	O'Banion Middle School	0 years with GISD	Resignation/ Personal	6/13/2022
Flynn, Jathziri	Secretary	Risk Management	3 years with GISD	Resignation/ Career Change	6/30/2022
Ford, April	Aide/SPED ALE	Austin Academy	8 years/2 with GISD	Resignation/ Personal	6/10/2022
Frater, Alyssa	Aide/SPED ALE	Bullock Elem.	1 years with GISD	Resignation/ Personal	6/10/2022
Friel, Julie	Aide/SPED FBE	Ethridge Elem.	5 years with GISD	Resignation/	6/10/2022

				Unsatisfied with job	
Garcia, Rhonda	Aide/Office	Jackson Tech. Center	2 years with GISD	Resignation/	6/10/2022
				Career Change	
Garcia, Maricarmen	Aide/ELL Instructional	Walnut Glen	2 years with GISD	Resignation/	6/10/2022
				Personal	
Garcia, Ybon	Aide/PreK ESL	Back Elem.	2 years with GISD	Other	6/10/2022
Garcia Benavides, Evelyn	Aide/PREL Bilingual	Heather Glen Elem.	2 years with GISD	Resignation/	6/10/2022
				Personal	
Gatlin, Shanice	Aide/SPED ECSE PreK	Parsons PreK	2 years with GISD	Resignation/	6/10/2022
				Career Change	
Golightly, Judith	Principal's Secretary	Northlake Elem.	26 years/7 with GISD	Resignation/	2/4/2022
				Career Change	
Gonzalez, Ariadna	Aide/Bilingual	Freeman Elem.	6 years/4 with GISD	Resignation/	6/10/2022
				Career Change	
Gonzalez, Fabian	Aide/PE	Armstrong Elem.	2 years with GISD	Resignation/	6/10/2022
				Career Change	
Gonzalez Montenegro, Maria	Aide/ELL Instructional	Shugart Elem.	1 year with GISD	Resignation/	6/10/2022
				Personal	
Gregg, Kalyn	Aide/PreK ESL	Lister Elem	1 year with GISD	Resignation/	6/10/2022
				Personal	
Hall, DaQuita	Aide/Clinic	Ethridge Elem.	1 year with GISD	Other	6/10/2022
Hashaway, Courtney	Aide/SPED FBE	Coyle Middle School	5 years with GISD	Resignation/	6/10/2022
				Career Change	
Henderson-Maxey, Bridgette	Aide/SPED Behavioral Adjustment	Garland High School	7 years with GISD	Resignation/	6/10/2022
				Personal	
Henries, Caitlin	Aide/SPED CBSE	Club Hill Elem.	3 years with GISD	Resignation/	6/10/2022
				Personal	
Hope, Julie	Campus Technology Asst.	Centerville Elem.	22 years with GISD	Retirement-TRS	6/10/2022
Horton, Alexander	Aide/PE	Carver Elem.	1 year with GISD	Resignation/	6/10/2022
				Personal	
Ibarra, Mayrany	Aide/PE	Carver Elem.	3 years with GISD	Other	2/22/2022
Irwin, Kerri	Aide/Montessori	Luna Elem.	4 years with GISD	Resignation/	6/10/2022
				Personal	
Jaimes, Emiliano	Aide/PreK	Heather Glen Elem.	1 year with GISD	Resignation/	6/10/2022
				Career Change	
Jamerson, Shalecia	Campus Technology Assistant	Armstrong Elem.	3 years with GISD	Resignation/	6/10/2022
				Career Change	
Jones, Danielle	Aide/SPED Behavioral Adjustment	Back Elem.	5 years with GISD	Resignation/	6/10/2022
				Career Change	
Jones, Sherrie	Aide/Office	Lakeview Centennial High School	4 years with GISD	Resignation/	6/10/2022
				Unsatisfied with Job	
Juarez, Angelica	Registrar	Naaman Forest High School	14 years/5 with GISD	Resignation/	6/24/2022
				Personal	
Kovatch, Stephanie	Aide/PE	Dorsey Elem	8 years with GISD	Resignation/	6/10/2022
				Personal	
Labombard, Susie	Aide/Library	North Garland High School	1 year with GISD	Resignation/	6/10/2022
				Professional Development	

Latimer, Angela	Aide/SPED ALE	Rowlett High School	0 years with GISD	Resignation/ Career Change	2/11/2022
Lawson, Caroline	Aide/Diagnostician	Hickman Elem.	23 years/21 with GISD	Retirement - TRS	6/10/2022
Lewis, Lara	Aide/SPED ALE	Golden Meadows Elem	9 years/5 with GISD	Resignation/ Personal	6/10/2022
Lopez, Jeanethe	Aide/Office	North Garland High School	3 years with GISD	Resignation/ Career Change	6/10/2022
Lopez, Lesly	Aide/PreK Bilingual	Park Crest Elem.	0 years with GISD	Resignation/ Career Change	6/10/2022
Lozano, Leslie	Aide/Office	Freeman Elem.	2 years with GISD	Resignation/ Career Change	6/10/2022
Malcolm, Heather	Aide/Office	Armstrong Elme	2 years with GISD	Resignation/ Career Change	6/10/2022
Manginelli, Dawn	Aide/SPED CBSE Idea B	Steadham Elem.	17 years with GISD	Resignation/ Career Change	6/10/2022
Marrugo, Iliana	Aide/SPED ALE	Weaver Elem.	15 years with GISD	Resignation/ Career Change	6/10/2022
Martinez, Sanjuana	Aide/Clinic	Coyle Middle School	1 year with GISD	Resignation/ Personal	6/10/2022
Marzolf, Linda	Field Service Software Specialist	Roden Tech. Ctr.	7 years with GISD	Retirement - TRS	6/30/2022
Medrano, Maribel	Aide/Office	Heather Glen Elem.	4 years with GISD	Resignation/ Personal	6/10/2022
Mendoza, Danielle	Aide/Library	Handley Elem.	6 years with GISD	Resignation/ Personal	6/10/2022
Mitchell, Sharon	Chief Offiicer Secretary	Division of Leadership	21 years/9 with GISD	Retirement- TRS	6/30/2022
Mondragon, Adriana	Aide/SPED CBSE	Watson Tech. Ctr.	1 year with GISD	Resignation/ Personal	6/10/2022
Montano, Reyna	Aide/SPED ALE	Kimberlin Academy	3 years with GISD	Resignation/ Health Reasons	6/10/2022
Moreno, Maria	Aide/Office	Naaman Forest High School	22 years with GISD	Other	6/10/2022
Morgan, Hali	Aide/PreK ESL	Club Hill Elem.	1 year with GISD	Resignation/ Career Change	6/10/2022
Mozden, Brianna	Aide/Library	Sewell Elem.	2 years with GISD	Resignation/ Personal	6/10/2022
Naegle, Jared	Aide/PE	Bullock Elem.	1 year with GISD	Resignation/ Personal	6/10/2022
Nguyen, Thao Tam	Aide/PreK Bilingual Vietnamese	Hickman Elem.	1 year with GISD	Expiration Employment Authoriza	6/10/2022
Novotny, Amy	Aide/SPED ALE	Webb Middle School	0 years with GISD	Resignation/ Personal	6/10/2022
Ocampo Gomez, Juany	Aide/ELL Instrucational	Hillside Academy	4 years with GISD	Resignation/ Career Change	6/10/2022
Ochoa, Angelica	Aide/Clinic	O'Banion Middle School	7 years with GISD	Other	6/10/2022
Ochoa, Quetzaly	Aide/ESL	Memorial Pathway Academy	4 years with GISD	Resignation/ Not Working	6/10/2022
Ogletree, Autumn	Aide/PreK SPED ECSE	Parson's PreK	2 years with GISD	Resignation/	6/10/2022

				Career Change	
Onyeakazi, Erica	Aide/SPED ALE	Hickman Elem	1 year with GISD	Other	6/10/2022
Padilla, Isabel	Aide/SPED ALE	Shorehaven Elem	4 years with GISD	Resignatin/ Other TX School	6/10/2022
Paxton, Carolyn	Campus Technology Asst.	Club Hill Elem	24 years with GISD	Retirement – TRS	6/10/2022
Ramirez, Esther	Aide/McKinney Vento Office	Valle Student Center	1 year with GISD	Other	6/13/2022
Rex, Jennifer	Aide/Montessori	Luna Elem.	1 year with GISD	Resignation/ Personal	6/10/2022
Reyna, Michelle	Counselors' Secretary	Naaman Forest High School	11 years with GISD	Other	6/13/2022
Rickett, Rosanne	Aide/ELL Instructional	Liberty Grove Elem	3 years/2 with GISD	Resignation/ Career Change	6/10/2022
Riley, Elizabeth	Principal's Secretary	Carver Elem.	6 years with GISD	Resignation/ Personal	6/16/2022
Ring, Karen	Aide/Office	Northlake Elem.	7 years with GISD	Retirement – TRS	6/10/2022
Rivera, Lisa	Aide/Counselor	Houston Middle School	23 years/6 with GISD	Retirement – TRS	6/10/2022
Rodriguez, Cruz	Aide/Library	Spring Creek Elem	19 years with GISD	Retirement – TRS	6/10/2022
Rodriguez, Daniel	Aide/SPED ALE	Rowlett High School	6 years with GISD	Resignation/ Personal	6/10/2022
Rodriguez, Martha	Aide/PreK	Golden Meadows Elem	6 years/1 with GISD	Resignation/ Personal	6/10/2022
Ruiz, Astrid	Principal's Secretary	O'Banion Middle School	2 years with GISD	Resignation/ Personal	6/24/2022
Sagastizado Cruz, Rosa	Aide/SPED ALE	Shorehaven Elem.	2 years with GISD	Resignation/ Not working	6/10/2022
Salter, Melissa	Data Clerk	Rowlett High School	7 years with GISD	Resignation/ Other TX School	6/22/2022
Santillan, Michelle	Aide/Bilingual	Dorsey Elem.	7 years with GISD	Resignation/ Personal	6/10/2022
Schwartz, Irene	Secretary	Safety and Operations	14 years with GISD	Resignation/ Career Change	6/30/2022
Secundino, Yessenia	Aide/Office	Garland High School	0 years with GISD	Resignation/ Career Change	6/10/2022
Segura, Elizabeth	Data Clerk	Couch Elem.	13 years with GISD	Resignation/ Other TX School	6/20/2022
Serna, Valerie	Secretary	Federal Programs Title 1	1 year with GISD	Resignation/ Personal	6/30/2022
Sheffield, Justin	Campus Technology Asst.	Lyles Middle School	5 years with GISD	Other	6/16/2022
Smith, Aleah	Aide/SPED	Pearson Elem	1 year with GISD	Resignation/ Personal	6/10/2022
Spann, Sarabeth	Data Clerk	Webb Middle School	9 years with GISD	Resignation/ Career Change	6/20/2022
Stevens, Tiffany	Aide/Clinic Floater	Health Services	1 year with GISD	Resignation/ Other TX School	6/10/2022



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: FFEA (Local)

Agenda Section: Action Item

Administrator Responsible: Justin Gobert
Assistant General Counsel

Lisa Ray
General Counsel

Dr. Tiffany Gilmore
Director of Guidance and Counseling

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Administration desires to amend the policy to allow District counselors who are on staff as well approved telehealth providers to access students during the instructional day.

Administrative Recommendations: For approval.

**Outside Counseling
Agencies**

Outside counseling agencies shall not be allowed access to District students during the instructional school day. Counseling of students during the instructional day shall be conducted by District counselors, District social workers and Board-approved telehealth partners.



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Budget Transfers and Amendments to the 2021-2022 General Fund, Student Nutrition Service Fund, and Debt Service Fund

Agenda Section: Action Item

Administrator Responsible: Mrs. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the Final Amended Budgets for the fiscal year ending June 30, 2022.

This agenda item was reviewed during the Finance Committee Meeting on June 14, 2022.

Administrative Recommendations:

Provided for your consideration.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2021-2022
June 28, 2022**

REVENUES:

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
57 Local Revenue	\$ 220,814,473	\$ 226,592,174	\$ -	\$ 2,687,513	\$ 229,279,687
58 State Revenue	283,757,343	276,787,343		(6,576,840)	270,210,503
59 Federal Revenue	9,000,000	16,400,000			16,400,000
Total Revenues	\$ 513,571,816	\$ 519,779,517	\$ -	\$ (3,889,327)	\$ 515,890,190

EXPENDITURES:

11 Instruction	\$ 319,755,544	\$ 315,388,192	\$ (790,000)	\$ (9,921,751)	\$ 304,676,441
12 Instructional Resources and Media Services	7,826,046	8,376,895	200,000	(11,050)	8,565,845
13 Curriculum Development and Instructional Staff Development	15,596,228	14,983,158	(305,000)	(11,541)	14,666,617
21 Instructional Leadership	8,470,547	8,637,366	(170,000)	(5,770)	8,461,596
23 School Leadership	33,580,856	34,410,196	(200,000)	(83,610)	34,126,586
31 Guidance, Counseling and Evaluation	26,600,828	26,519,563	(400,000)	(31,264)	26,088,299
32 Social Work Services	491,210	590,210			590,210
33 Health Services	8,417,693	8,756,183		(11,050)	8,745,133
34 Student Transportation	16,234,639	20,610,210	1,200,000	12,513	21,822,723
35 Food Service	379,779	177,804		(77,804)	100,000
36 Extracurricular Activities	12,822,417	13,109,539			13,109,539
41 General Administration	18,475,461	19,069,584	(735,000)		18,334,584
51 Facilities Maintenance & Operations	48,599,006	46,267,561	200,000	(26,397)	46,441,164
52 Security and Monitoring Services	7,282,629	7,444,198	260,000		7,704,198
53 Data Processing Services	15,259,057	16,324,345	500,000		16,824,345
61 Community Services	1,792,660	1,754,628			1,754,628
71 Debt Service - Principal on Long-Term Debt	482,517	482,517	240,000		722,517
72 Debt Service Interest on Long-Term Debt					-
73 Bond Issuance Cost and Fees					-
81 Facilities Acquisition and Construction		27,136			27,136
95 Juvenile Justice Program	36,000	36,000			36,000
99 Other Intergovernmental Charges	897,947	897,947			897,947
Total Expenditures	\$ 543,001,064	\$ 543,863,232	\$ -	\$ (10,167,724)	\$ 533,695,508
Excess(Deficiency) Revenues Over(Under) Expenditures	\$ (29,429,248)	\$ (24,083,715)	\$ -	\$ 6,278,397	\$ (17,805,318)
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Uses	\$ -	\$ (5,317,037)	\$ -	\$ -	\$ (5,317,037)
Net Change in Fund Balance	\$ (29,429,248)	\$ (29,400,752)	\$ -	\$ 6,278,397	\$ (23,122,355)



**DETAIL OF BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2021-2022
June 28, 2022**

Budget Transfers

Expenditures	Increase	Decrease	Net
11 Instruction	\$ -	\$ 790,000	\$ (790,000)
12 Instructional Resources and Media Services	200,000		200,000
13 Curriculum Development and Instructional Staff Development		305,000	(305,000)
21 Instructional Leadership		170,000	(170,000)
23 School Leadership		200,000	(200,000)
31 Guidance, Counseling and Evaluation		400,000	(400,000)
34 Student Transportation	1,200,000		1,200,000
41 General Administration		735,000	(735,000)
51 Facilities Maintenance & Operations	200,000		200,000
52 Security and Monitoring Services	260,000		260,000
53 Data Processing Services	500,000		500,000
71 Debt Service - Principal on Long-Term Debt	240,000		240,000
Total Expenditures	\$ 2,600,000	\$ 2,600,000	\$ -

Budget neutral transfers to realign expenditures.

Budget Amendments

	Increase	Decrease	Net
57 Local Revenue	\$ 2,687,513	\$ -	\$ 2,687,513
58 State Revenue	630,000	7,206,840	(6,576,840)
Total Expenditures	\$ 3,317,513	\$ 7,206,840	\$ (3,889,327)

Increase in state funding from changes in the Summary of Finance from FY2021, decrease in state funding budget due to changes in Teacher Incentive Allotment. Local revenue increasing due to reimbursements from insurance claims for district vehicles, winter storm and tax collections over 98%.

Expenditures	Increase	Decrease	Net
11 Instruction	\$ -	9,921,751	\$ (9,921,751)
12 Instructional Resources and Media Services		11,050	(11,050)
13 Curriculum Development and Instructional Staff Development		11,541	(11,541)
21 Instructional Leadership		5,770	(5,770)
23 School Leadership		83,610	(83,610)
31 Guidance, Counseling and Evaluation		31,264	(31,264)
33 Health Services		11,050	(11,050)
34 Student Transportation	12,513		12,513
35 Food Service		77,804	(77,804)
51 Facilities Maintenance & Operations		26,397	(26,397)
Total Expenditures	\$ 12,513	\$ 10,180,237	\$ (10,167,724)

Reductions to expenditures budget due to changes in the Teacher Incentive Allotment and Intersession being utilized in ESSER III. Increasing function 34 for insurance claim funds received for repairs to district school buses.



BUDGET TRANSFERS AND AMENDMENTS
For The Student Nutrition Service Fund
Fiscal Year 2021-2022
June 28, 2022

REVENUES:

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
57 Local Revenue	\$ 7,262,000	\$ 7,262,000	\$ -	\$ (5,062,000)	\$ 2,200,000
58 State Revenue	170,000	170,000		(78,031)	91,969
59 Federal Revenue	26,580,122	28,639,146		8,000,000	36,639,146
Total Revenues	\$ 34,012,122	\$ 36,071,146	\$ -	\$ 2,859,969	\$ 38,931,115

EXPENDITURES:

35 Food Service	\$ 34,012,122	\$ 34,591,532	\$ -	\$ (1,500,000)	\$ 33,091,532
Total Expenditures	\$ 34,012,122	\$ 34,591,532	\$ -	\$ (1,500,000)	\$ 33,091,532

Excess(Deficiency) Revenues Over(Under) Expenditures	\$ -	\$ 1,479,614	\$ -	\$ 4,359,969	\$ 5,839,583
Other Resources	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ 1,479,614	\$ -	\$ 4,359,969	\$ 5,839,583

DETAIL OF BUDGET TRANSFERS AND AMENDMENTS
For The Student Nutrition Service Fund
Fiscal Year 2021-22
June 28, 2022

Budget Amendments	Increase	Decrease	Net
57 Local Revenue	\$ -	\$ 5,062,000	\$ (5,062,000)
58 State Revenue		78,031	(78,031)
59 Federal Revenue	8,000,000		8,000,000
Total	\$ 8,000,000	\$ 5,140,031	\$ 2,859,969

Decreasing local revenue due to reduced a la carte sales, reduced state revenue funding to reflect amount received, and increased federal revenue for food program reimbursement

Expenditures	Increase	Decrease	Net
35 Food Service	\$ -	\$ 1,500,000	\$ (1,500,000)
Total Expenditures	\$ -	\$ 1,500,000	\$ (1,500,000)

Decrease in expenditures due to higher than expected vacancy rate.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE DEBT SERVICE FUND
FISCAL YEAR 2021-2022
June 28, 2022**

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
REVENUES:					
57 Local Revenue	\$ 70,735,788	\$ 73,002,788	\$ -	\$ 2,000,000	\$ 75,002,788
58 State Revenue				1,000,000	1,000,000
59 Federal Revenue	470,994	470,994			470,994
Total Revenues	\$ 71,206,782	\$ 73,473,782	\$ -	\$ 3,000,000	\$ 76,473,782
EXPENDITURES:					
71 Debt Service - Principal on Long-Term Debt	\$ 42,265,000	\$ 42,265,000	\$ -	\$ -	\$ 42,265,000
72 Debt Service Interest on Long-Term Debt	20,559,389	20,559,389	1,000		20,560,389
73 Bond Issuance Cost and Fees	1,000,000	1,000,000	(1,000)		999,000
Total Expenditures	\$ 63,824,389	\$ 63,824,389	\$ -	\$ -	\$ 63,824,389
<i>Excess(Deficiency) Revenues Over(Under) Expenditures</i>	\$ 7,382,393	\$ 9,649,393	\$ -	\$ 3,000,000	\$ 12,649,393
<i>Other Financing Sources</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other Financing Uses</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 7,382,393	\$ 9,649,393	\$ -	\$ 3,000,000	\$ 12,649,393

**DETAIL OF BUDGET TRANSFERS AND AMENDMENTS
FOR THE DEBT SERVICE FUND
FISCAL YEAR 2021-2022
June 28, 2022**

Budget Transfers

Expenditures

	Increase	Decrease	Net
71 Debt Service - Principal on Long-Term Debt	\$ -	\$ -	\$ -
72 Debt Service Interest on Long-Term Debt	1,000	-	1,000
73 Bond Issuance Cost and Fees	-	1,000	(1,000)
Total Expenditures	\$ 1,000	\$ 1,000	\$ -

Budget neutral transfers to realign expenditures.

Budget Amendments

	Increase	Decrease	Net
57 Local Revenue	\$ 2,000,000	\$ -	\$ 2,000,000
58 State Revenue	1,000,000	-	1,000,000
Total	\$ 3,000,000	\$ -	\$ 3,000,000

Local revenue changed to show increase over 98% collection rate and increase in state revenue due hold harmless for additional state homestead exemption



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of the Final Amended Budgets for 2021-2022

Agenda Section: Action Item

Administrator Responsible: Mrs. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the Final Amended Budgets for the fiscal year ending June 30, 2022.

This agenda item was reviewed during the Finance Committee Meeting on June 14, 2022.

Administrative Recommendations:

Provided for your consideration.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2021-2022
June 28, 2022**

REVENUES:

	Original Budget	Recommended Final Amended Budget
57 Local Revenue	\$220,814,473	\$ 229,279,687
58 State Revenue	283,757,343	270,210,503
59 Federal Revenue	9,000,000	16,400,000
Total Revenues	\$513,571,816	\$ 515,890,190

EXPENDITURES:

11 Instruction	\$319,755,544	\$ 304,676,441
12 Instructional Resources and Media Services	7,826,046	8,565,845
13 Curriculum Development and Instructional Staff Development	15,596,228	14,666,617
21 Instructional Leadership	8,470,547	8,461,596
23 School Leadership	33,580,856	34,126,586
31 Guidance, Counseling and Evaluation	26,600,828	26,088,299
32 Social Work Services	491,210	590,210
33 Health Services	8,417,693	8,745,133
34 Student Transportation	16,234,639	21,822,723
35 Food Service	379,779	100,000
36 Extracurricular Activities	12,822,417	13,109,539
41 General Administration	18,475,461	18,334,584
51 Facilities Maintenance & Operations	48,599,006	46,441,164
52 Security and Monitoring Services	7,282,629	7,704,198
53 Data Processing Services	15,259,057	16,824,345
61 Community Services	1,792,660	1,754,628
71 Debt Service - Principal on Long-Term Debt	482,517	722,517
72 Debt Service Interest on Long-Term Debt		-
73 Bond Issuance Cost and Fees		-
81 Facilities Acquisition and Construction		27,136
95 Juvenile Justice Program	36,000	36,000
99 Other Intergovernmental Charges	897,947	897,947
Total Expenditures	\$ 543,001,064	\$ 533,695,508

Excess(Deficiency) Revenues Over(Under) Expenditures \$ (29,429,248) \$ (17,805,318)

Other Financing Sources \$ - \$ -

Other Financing Uses \$ - \$ (5,317,037)

Net Change in Fund Balance \$ (29,429,248) \$ (23,122,355)



BUDGET TRANSFERS AND AMENDMENTS
For The Student Nutrition Service Fund
Fiscal Year 2021-2022
June 28, 2022

REVENUES:

	Original Budget	Recommended Final Amended Budget
57 Local Revenue	\$ 7,262,000	\$ 2,200,000
58 State Revenue	170,000	91,969
59 Federal Revenue	26,580,122	36,639,146
Total Revenues	\$ 34,012,122	\$ 38,931,115

EXPENDITURES:

35 Food Service	\$ 34,012,122	\$ 33,091,532
Total Expenditures	\$ 34,012,122	\$ 33,091,532

<i>Excess(Deficiency) Revenues Over(Under) Expenditures</i>	\$ -	\$ 5,839,583
<i>Other Resources</i>	\$ -	-
<i>Other Financing Uses</i>	\$ -	-
<i>Net Change in Fund Balance</i>	\$ -	\$ 5,839,583



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE DEBT SERVICE FUND
FISCAL YEAR 2021-2022
June 28, 2022**

	Original Budget	Recommended Final Amended Budget
REVENUES:		
57 Local Revenue	\$ 70,735,788	\$ 75,002,788
58 State Revenue		1,000,000
59 Federal Revenue	470,994	470,994
Total Revenues	\$ 71,206,782	\$ 76,473,782
EXPENDITURES:		
71 Debt Service - Principal on Long-Term Debt	\$ 42,265,000	\$ 42,265,000
72 Debt Service Interest on Long-Term Debt	20,559,389	20,560,389
73 Bond Issuance Cost and Fees	1,000,000	999,000
Total Expenditures	\$ 63,824,389	\$ 63,824,389
 <i>Excess(Deficiency) Revenues Over(Under) Expenditures</i>	 \$ 7,382,393	 \$ 12,649,393
 <i>Other Financing Sources</i>	 \$ -	 \$ -
 <i>Other Financing Uses</i>	 \$ -	 \$ -
 <i>Net Change in Fund Balance</i>	 \$ 7,382,393	 \$ 12,649,393



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of the Budget for the 2022-2023 School Year

Agenda Section: Action Item

Administrator Responsible: Dr. Brent Ringo
Chief Financial Officer

Ms. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

The proposed expenditure budget includes Fund 199 – General Fund, Fund 240 – Student Nutrition Service Fund and Fund 599 – Debt Service Fund.

This agenda item was reviewed by the Finance Committee on June 14, 2022.

Administrative Recommendations:

Provided for your consideration.



Garland ISD
 2022-23 Proposed Budget
 June 28, 2022

	General Fund 199	Student Nutrition Services Fund 240	Debt Service Fund 599
REVENUES:			
57 Local Revenue	\$ 230,757,209	\$ 7,050,000	\$ 73,836,516
58 State Revenue	261,091,692	170,000	
59 Federal Revenue	16,400,000	28,720,226	471,993
Total Revenues	\$ 508,248,901	\$ 35,940,226	\$ 74,308,509
EXPENDITURES:			
11 Instruction	\$ 328,921,556	\$ -	\$ -
12 Instructional Resources and Media Services	8,164,013		
13 Curriculum Development and Instructional Staff Development	15,044,413		
21 Instructional Leadership	9,943,401		
23 School Leadership	34,456,718		
31 Guidance, Counseling and Evaluation	27,449,597		
32 Social Work Services	659,967		
33 Health Services	8,765,168		
34 Student Transportation	19,584,114		
35 Food Services	352,111	36,652,342	
36 Extracurricular Activities	12,672,902		
41 General Administration ¹	20,877,560		
51 Facilities Maintenance and Operations	49,375,146		
52 Security and Monitoring Services	8,896,894		
53 Data Processing Services	15,833,006		
61 Community Services	1,736,811		
71 Debt Service - Principal on Long-Term Debt	482,517		41,900,000
72 Debt Service - Interest on Long-Term Debt	0		18,598,642
73 Bond Issuance Cost and Fees	0		1,000,000
81 Facilities Acquisition and Construction	0		
95 Juvenile Justice Program	36,000		
99 Other Intergovernmental Charges	983,947		
Total Expenditures	\$ 564,235,841	\$ 36,652,342	\$ 61,498,642
Excess (Deficiency) Revenues Over (Under) Expenditures	\$ (55,986,940)	\$ (712,116)	\$ 12,809,867
Other Financing Sources (Uses)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (55,986,940)	\$ (712,116)	\$ 12,809,867

1 Includes 6491-Statutorily required Public Notice budgeted amount of \$53,354



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Independent Sources of Instruction for the Training of Investment Officers

Agenda Section: Action Item

Administrator Responsible: Dr. Brent Ringo
Chief Financial Officer

Ms. Rhonda Rountree
Cash Manager

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

In compliance with Board Policy CDA (Legal): *Other Revenues: Investments*, the Board shall annually approve the independent sources of instruction for investment officers for the District. Attached is the list that will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.

Annual Review Training of Investment Officers and the Independent Sources of Instruction

Board Policy CDA (Legal) requires the district's investment officers to attend investment training sessions. The training sessions must include education in investment controls, security risks, strategy risks, market risk, and compliance with the Government Code, Chapter 2256.008.

The Board approves the following as independent sources of instruction relating to investment responsibilities for the investment officers of the district:

Association for Financial Professionals
Association of Public Treasurers
Bank of America/Merrill Lynch
Dun and Bradstreet
Education Service Centers
Government Treasurers' Organization of Texas
Hilltop Securities
Houston Treasury Management Association
JP Morgan/Chase
North Central Texas Council of Governments
PFM Asset Management LLC
Sympro/Emphasys Software
Texas Association for Financial Professionals
Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO)
Texas Class/Public Trust Advisors
Texpo (regional conference of AFP)
University of North Texas/Center for Public Management
Wells Fargo

Board President

Board Secretary

Date: June 28, 2022



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Qualified Investment Brokers

Agenda Section: Action Item

Administrator Responsible: Dr. Brent Ringo
Chief Financial Officer

Ms. Rhonda Rountree
Cash Manager

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

In compliance with Board Policy CDA (Legal): *Other Revenues: Investments*, the Board shall review, revise, and adopt a list of brokers qualified to do business with the District. Attached is the list that will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.

Annual Review Qualified Brokers

In compliance with Board Policy CDA (Legal), the Board authorizes the following list of qualified brokers to engage in investment transactions with the District. The qualified brokers are:

Bank of America/Merrill Lynch

Comerica

First Public/Lone Star

Great Pacific Securities

Hilltop Securities, Inc.

Ladenburg Thalmann & Co.

LOGIC

Mischler Financial Group

PFM Asset Management LLC/TexasTERM

Robert W. Baird & Co.

SAMCO Capital Markets

Stifel Nicolaus

TexasCLASS

TexPool

TexSTAR

UBS Financial

Wells Fargo

Board President

Board Secretary

Date: June 28, 2022



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Review the Investment Policy and Investment Strategy and adopt a written instrument stating review of same and recording any changes made to either the investment policy or investment strategies.

Agenda Section: Action Item

Administrator Responsible: Dr. Brent Ringo
Chief Financial Officer

Ms. Rhonda Rountree
Cash Manager

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

In compliance with Board Policy CDA (Legal): *Other Revenues: Investments*, the Board shall review the investment policy and investment strategy at least annually and adopt a written instrument stating that it has been reviewed. The written instrument so adopted (as shown) shall record any changes made to either the investment policy or investment strategy. Also, shown is a copy of Board Policy CDA (Local), the District's investment policy. This information will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

Annual Review Investment Policy and Strategy

In compliance with Board Policy CDA (Legal), the Board has completed the annual review of the investment policy and investment strategies of the District. Changes made to either the investment policy or the investment strategies are noted below.

Board President

Board Secretary

Date: June 28, 2022



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Resolution Designating Investment Officers for the District

Agenda Section: Action Item

Administrator Responsible: Ms. Allison Davenport
Executive Director of Finance

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

In compliance with Board Policy CDA (Legal): *Other Revenues: Investments*, the Board shall adopt a written instrument that designates the Chief Financial Officer and the Cash Manager as investment officers for the District. Shown are copies of Board Policy CDA (Legal) and the Certificate of Secretary designating the investment officers. This information will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Certificate of Secretary
For the
Garland Independent School District

The undersigned hereby certifies as the duly elected and acting Secretary of the Garland Independent School District, that the following is a true and correct copy of a resolution adopted by the School Board of the Garland Independent School District to be effective on the 28nd day of June 2022 and that said resolution has not been rescinded, modified or changed:

Resolved, that the Chief Financial Officer and the Cash Manager are hereby authorized as Investment Officers for the District and empowered for and in the name of the District to do any of the following:

From time to time, change operational processing within the depository contract:

Sign by facsimile signature, checks or drafts against any account of the District, which, if by facsimile, may be relied upon, regardless of by who or what means the same may have been imprinted on said instruments, as valid, effective, conclusive and binding for all purposes upon the District as if the same had in fact been manually executed for and on behalf of the District;

Negotiate and conclude any contract or agreement which they may deem necessary, proper, or convenient for establishing and maintaining adequate banking functions.

Authorize and initiate wire transfer of funds from District accounts, and appoint and designate in writing any Officer, agent or employee of the District to authorize and initiate wire transfer of funds from District account.

In Witness Whereof, the undersigned has executed this Certificate of Secretary as of the _____ day of _____, and caused to be affixed hereto the seal of said District.

Board Secretary
June 28, 2022



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Resolution of the Adoption of Committing Fund Balances

Agenda Section: Action Item

Administrator Responsible: Ms. Allison Davenport
Executive Director of Finance

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is a resolution committing revenue sources and fund balances. Governmental Accounting Standards Board Statement No. 54 requires that special revenue funds be used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects. The funds that have been reported as Local Special Revenue funds have specific revenue sources, but are not restricted by an outside party. Therefore, to continue to report them as Local Special Revenue funds the Board will need to commit the total fund balance of the:

- Campus Activity Funds
- Departmental Activity Funds
- Meadows Foundation Grant
- Garland Housing Finance Corporation Grant
- Project Lead the Way
- E-Rate Category 1
- Instructional Materials

The resolution also commits fund balance in the General Fund for self-insurance for underground fuel storage tanks in the amount of \$1,000,000 and underground Metropolitan Area Network/Wide Area Network (MAN/WAN) in the amount of \$6,000,000 for a total of \$7,000,000 committed to self-insurance.

The District has underground fuel storage tanks at Transportation. The District is required by the Texas Commission on Environment Quality (TCEQ) to have liability insurance or self-insurance if a catastrophic accident occurs in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate arising from operating underground storage tanks.

The City of Garland has required the District to either have liability insurance or establish a self-insurance fund in the amount of \$6,000,000 in exchange for the right to place the District's MAN/WAN in City of Garland Right of Ways.

This resolution will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.

**RESOLUTION
GARLAND INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement No. 54 ("GASB 54"), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, Garland Independent School District ("GISD") elected to implement GASB 54 requirements, and to apply such requirements to its financial statements and

NOW THEREFORE BE IT RESOLVED that GISD Board of Trustees commits the following portions of its June 28, 2022, General Fund Balance as follows:

\$7,000,000 for Self Insurance

BE IT RESOLVED that GISD Board of Trustees commits proceeds of the revenue sources and fund balances of the following funds for the specified purposes reported in the local Special Revenue Fund:

Campus Activity Funds
Departmental Activity Funds
Meadows Foundation Grant
Garland Housing Finance Corporation Grant
Project lead the Way
E-Rate Category 1
Instructional Materials

The above Resolution is adopted this _____ day of June, 2022.

Board President

Board Secretary



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Ratification of the FY22 Tax Refund Resolution

Agenda Section: Action Item

Administrator Responsible: Ms. Kristi Cooper
Director of Tax Services

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

The attached listing identifies the property tax refunds in excess of \$500.00 processed during the 2021-2022 school year.

See Attached List

These refunds, totaling \$736,350.91 will be presented to the Finance Committee for review on June 14, 2022 and submitted to the Board for approval at the June 28, 2022 board meeting.

Administrative Recommendations:

Provided for your consideration.



Garland Independent School District
Department of Taxation

Street Address

901 West State Street
Garland, TX
75040

Phone

972-494-8570

FAX

972-494-8631

To: Allison Davenport
Executive Director of Finance
Business Operations

From: Kristi Cooper
Director of Tax Services

Subject: FY22 Tax Refund Ratification Resolution

The attached listing identifies the property tax refunds in excess of \$500.00 processed during the 2021-2022 school year. Under section 31.11 of the Texas Property Tax Code, if the Assessor/Collector determines that a refund is due to a Taxpayer the Board must also approve.

Should the board approve, attached is the resolution to authorize and approve the 2021-2022 refunds.

2021 - 2022 Property Tax Refunds

Account	Name	Amount	Reason	Refund Ck#	Refund Date
236085	Himes Equipment LLC	\$ 4,155.54	Overpayment	50119453	7/14/2021
240135	Himes Equipment LLC	\$ 4,627.40	Overpayment	50119454	7/14/2021
178230	Racher Ingrid & Harold McCormack	\$ 2,678.71	Overpayment	50119451	7/14/2021
171621	Raul Ibarra	\$ 1,350.41	Erroneous	50119465	7/14/2021
41550	Rusila Nabulsi	\$ 1,236.32	Erroneous	50119459	7/14/2021
93777	Lereta	\$ 675.86	Overpayment	50119460	7/14/2021
128580	JPMorgan Chase Bank NA % Corelogic	\$ 1,571.48	Overpayment	50120213	8/18/2021
140601	Old Republic National Title Ins Co	\$ 504.09	Overpayment	50120211	8/18/2021
34551	Bank of America % Corelogic	\$ 542.80	Overpayment	50120217	8/18/2021
215049	Strike Title Company LLC	\$ 1,438.77	Overpayment	50120219	8/18/2021
201741	Johnson Demetria S	\$ 1,751.19	Erroneous	50120215	8/18/2021
140649	Certsimple Inc	\$ 816.74	Overpayment	50123667	11/11/2021
26757	Robert Bonds	\$ 994.36	Erroneous	50123685	11/11/2021
77445	City of Garland	\$ 1,127.61	Erroneous	50124756	12/10/2021
382824	Corelogic	\$ 942.23	Overpayment	50125789	1/18/2022
71994	Village Capital & Investments	\$ 1,364.09	Overpayment	50125822	1/18/2022
N/A	Wells Fargo	\$ 13,708.81	Overpayment	Various	1/18/2022
218355	Kars Gp LLC	\$ 543.94	Overpayment	50125958	1/18/2022
80709	Corelogic	\$ 2,141.74	Overpayment	50125829	1/18/2022
214452	Song Real Estate LLC	\$ 3,517.64	Duplicate	50125954	1/18/2022
N/A	Corelogic	\$ 230,259.60	Overpayment	Various	1/18/2022
N/A	Lereta	\$ 42,173.83	Overpayment	Various	1/18/2022
311916	Silva Luis A & Linda B	\$ 3,586.61	Erroneous	50125798	1/18/2022
139659	America's Credit Union	\$ 1,231.58	Duplicate	50125970	1/18/2022
198402	America's Credit Union	\$ 1,453.11	Overpayment	50125931	1/18/2022
57564	Texas Trust Credit Union	\$ 1,351.08	Overpayment	50125806	1/18/2022
245688	Title Partners	\$ 2,480.72	Duplicate	50125800	1/18/2022
162462	QTC FBO Anothony Chrobak	\$ 794.47	Erroneous	50125993	1/18/2022
316431	Mathew Jacob & Jiby	\$ 621.68	Overpayment	50127393	2/15/2022
186705	Waldemar Myslak	\$ 3,753.74	Overpayment	50127353	2/15/2022
336336	Mitesh P Patel	\$ 4,862.13	Overpayment	50127273	2/15/2022
204039	Ryan Tax Compliance Services	\$ 2,644.51	Duplicate	50127375	2/15/2022
366606	Mark Nguyen	\$ 1,491.18	Overpayment	50127363	2/15/2022
246486	National Tax Search LLC	\$ 12,741.27	Overpayment	50127356	2/15/2022
366120	National Tax Search LLC	\$ 12,545.54	Duplicate	50127241	2/15/2022
131727	Mark Vu	\$ 754.03	Duplicate	50127276	2/15/2022
135690	Bianca Rayo	\$ 1,890.10	Overpayment	50127280	2/15/2022
106080	Loan Care	\$ 955.06	Erroneous	50127259	2/15/2022
263136	Kohls	\$ 3,067.88	Overpayment	50127329	2/15/2022
384912	Eastern National Title Agency TX Inc	\$ 790.59	Duplicate	50127336	2/15/2022
384924	Khovnanian Homes	\$ 790.59	Duplicate	50127337	2/15/2022
384927	Khovnanian Homes	\$ 790.59	Duplicate	50127338	2/15/2022
384930	Khovnanian Homes	\$ 1,032.05	Duplicate	50127339	2/15/2022
385446	Khovnanian Homes	\$ 835.94	Duplicate	50127340	2/15/2022

2021 - 2022 Property Tax Refunds

Account	Name	Amount	Reason	Refund Ck#	Refund Date
192516	Shrauner Rita	\$ 744.67	Overpayment	50127366	2/15/2022
130941	Renteria Ruth	\$ 2,404.81	Duplicate	50127274	2/15/2022
151740	Blue Stone Homes	\$ 2,364.86	Duplicate	50127287	2/15/2022
218325	Wang Yue	\$ 823.50	Overpayment	50127389	2/15/2022
346908	Ryan Tax Compliance Services, LLC	\$ 976.65	Overpayment	50127370	2/15/2022
347808	Ryan Tax Compliance Services, LLC	\$ 1,712.22	Overpayment	50127371	2/15/2022
12114	Lereta	\$ 2,344.00	Duplicate	50127255	2/15/2022
19893	Dan Willems	\$ 1,248.08	Duplicate	50127325	2/15/2022
29988	John E Jones	\$ 647.00	Overpayment	50127335	2/15/2022
166743	Chamiponship Title of Austin LLC	\$ 1,037.58	Overpayment	50127298	2/15/2022
178101	Lereta	\$ 2,474.03	Duplicate	50127306	2/15/2022
183111	Lereta	\$ 2,007.82	Duplicate	50127308	2/15/2022
220866	Roundpoint Mortgage Servicing Corp	\$ 587.73	Overpayment	50127391	2/15/2022
324969	Wells Fargo Equipment	\$ 804.29	Overpayment	50127330	2/15/2022
373995	Zuniga Maria Luisa	\$ 507.05	Overpayment	50127394	2/15/2022
383313	Lennar Corporation	\$ 703.53	Duplicate	50127282	2/15/2022
200652	Ingram Kathleen T	\$ 689.62	Overpayment	50127373	2/15/2022
230334	Oledibe Mary Chinyere	\$ 628.15	Duplicate	50127327	2/15/2022
228777	Marvel Lisa M	\$ 3,129.17	Duplicate	50127324	2/15/2022
137679	Strawn Carl R	\$ 1,429.50	Overpayment	50127281	2/15/2022
119607	Randy Leveen	\$ 508.80	Overpayment	50127267	2/15/2022
207480	Barbara J Brown	\$ 602.93	Overpayment	50127377	2/15/2022
29265	Linda G Welch	\$ 4,094.66	Duplicate	50127333	2/15/2022
124401	Myrna Busch	\$ 1,782.19	Overpayment	50127270	2/15/2022
339258	Ryan Tax Compliance Services, LLC	\$ 690.46	Overpayment	50127369	2/15/2022
177774	Andu Fisehave Woldu	\$ 517.08	Overpayment	50127305	2/15/2022
199941	Kelly Franklin % Nakamatsu Hiroko	\$ 597.78	Overpayment	50127368	2/15/2022
336405	Racetrac Petroleum Inc	\$ 3,140.75	Overpayment	50127275	2/15/2022
16137	Tina Lei Knouse Trust	\$ 1,641.73	Erroneous	50127288	2/15/2022
304578	Thomas Lori L & Michael W	\$ 1,962.84	Erroneous	50127344	2/15/2022
N/A	Corelogic	\$ 67,004.76	Various	Various	2/15/2022
109638	Ryan LLC	\$ 2,047.77	Overpayment	50128642	3/10/2022
130179	DIA Servicing	\$ 750.37	Overpayment	50128649	3/10/2022
252864	Ross Stores Inc	\$ 3,639.75	Overpayment	50128578	3/10/2022
262281	Marlin Leasing Corp	\$ 2,861.47	Overpayment	50128582	3/10/2022
301662	WKS Frosty Corporation	\$ 14,824.34	Duplicate	50128657	3/10/2022
311088	LaSalle Investments Management Inc	\$ 56,957.50	Duplicate	50128667	3/10/2022
311091	LaSalle Investments Management Inc	\$ 20,527.94	Duplicate	50128668	3/10/2022
343230	Ross Stores Inc	\$ 2,486.35	Overpayment	50128573	3/10/2022
361290	Advance Auto Parts Inc % Ryan Tax	\$ 714.71	Overpayment	50128574	3/10/2022
382815	The Weekley Group of Companies	\$ 942.23	Overpayment	50128647	3/10/2022
384375	Meritage Homes of Texas LLC	\$ 1,350.52	Overpayment	50128662	3/10/2022
384453	Meritage Homes of Texas LLC	\$ 813.33	Overpayment	50128664	3/10/2022
384468	Meritage Homes of Texas LLC	\$ 813.33	Overpayment	50128665	3/10/2022

2021 - 2022 Property Tax Refunds

Account	Name	Amount	Reason	Refund Ck#	Refund Date
384531	Meritage Homes of Texas LLC	\$ 813.33	Overpayment	50128666	3/10/2022
16449	Philip Clemmons	\$ 623.40	Duplicate	50128672	3/10/2022
16449	Philip Clemmons	\$ 720.33	Duplicate	50128672	3/10/2022
42855	Gentry Sisson	\$ 2,515.06	Duplicate	50128703	3/10/2022
78111	Ryan Tax Compliance Services, LLC	\$ 1,258.72	Overpayment	50128635	3/10/2022
94131	WKS Frosty Corporation	\$ 11,181.07	Duplicate	50128637	3/10/2022
99207	Lawyers Title Company	\$ 1,366.82	Overpayment	50128638	3/10/2022
3945	Republic Title of Texas	\$ 1,973.14	Overpayment	50128639	3/10/2022
9513	WKS Frosty Corporation	\$ 13,250.57	Duplicate	50128650	3/10/2022
N/A	Dallas SIT	\$ 90,667.55	Various	Various	3/10/2022
339624	Ryan Tax Compliance Services, LLC	\$ 514.20	Overpayment	50128583	3/10/2022
192603	Corelogic Tax Services, LLC	\$ 2,563.47	Duplicate	50129650	4/12/2022
213579	American Home Escrow & Title LLC	\$ 3,213.36	Duplicate	50129640	4/12/2022
81876	Wells Fargo Real Estate Svs	\$ 1,233.50	Overpayment	50129646	4/12/2022
299604	Surinder Massey	\$ 3,451.18	Overpayment	50131130	5/12/2022
246204	Fidelity National Title Agency LLC	\$ 1,113.63	Overpayment	Pending processing	
58218	Jimmy Francis	\$ 1,981.37	Erroneous	Pending processing	
28176	Phyllis Moynihan	\$ 784.75	Erroneous	Pending processing	
TOTAL REFUNDED		\$ 736,350.91			

Resolution

WHEREAS, the Assessor/Collector for the Garland Independent School District has determined that a refund is due to a Taxpayer as the result of an erroneous or overpayment of district property taxes in accordance with Section 31.11, Texas Property Tax Code; and

WHEREAS, Section 31.12, Texas Property Tax Code states if a refund of tax provided by Section 31.11 is not paid on or before the 60th day after the date of liability for the refund, interest at a rate of one percent per each month accrues to the amount of the tax to be refunded to Owner or Taxpayer; and

WHEREAS, the Tax Assessor/Collector has determined, issued and reported all refunds in excess of \$500.00 to the Garland Independent School District Board of Trustee as an information item monthly to ensure the district is not subjected to the accrual of interest as required under Section 31.12 of the Texas Property Tax Code; and

NOW THEREFORE BE IT RESOLVED by the Garland Independent School District Board of Trustees that property tax refunds in excess of \$500.00 for overpayments or erroneous payments processed by the Tax Office during the 2021-2022 school year have been authorized and approved.

PASSED AND ADOPTED this 28th day of June 2022.

President
Board of Trustees

ATTEST:

Secretary
Board of Trustees



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of 2022-2023 Salary Schedule

Agenda Section: Action Item

Administrator Responsible: Dr. Gradyne E. Brown
Assistant Superintendent, Human Resources

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS)

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

This agenda item was presented at the Budget Workshop for review on May 24, 2022. We are requesting Board Approval of the 2022-23 Salary Schedules and Compensation Information Handbook.

Agenda item submitted to the Finance Committee for review on June 14, 2022.

Administrative Recommendations:

Provided for approval



2022-2023


Salary Schedules & Compensation Information


Published by the Department of Human Resources

GARLAND INDEPENDENT SCHOOL DISTRICT

Serving the North Texas Communities of
Garland, Rowlett, and Sachse

 garlandisd.net

 972-487-3057

 501 S. Jupiter Rd
Garland, TX 75042

2022-2023 Proposed Salary Schedule

The 2022-2023 school year salary schedule reflects the implementation of the Board of Trustees approved salary increase.

The GISD Board of Trustees approved a 5% raise from midpoint for all classroom teachers, librarians, counselors, and nurses. Also, 4% of midpoint pay grade increase for all other district employees. All raises were computed on the mid-point of each pay grade. Substitutes and part-time hourly employees are not eligible for the Board approved raise.

Pay increases will go into effect for the 2022-2023 school year in accordance with the assignment workdays.

July 2022	12 month employee	Workdays 215-260
August 2022	11 month employee	Workdays 198-214
September 2022	10 month employee	Workdays 180-197

- Neither past nor future salaries can be accurately calculated nor predicted from this booklet. Only the salary ranges based on pay grades can be obtained from this information.
- Salary plans are determined annually, and salary advancement is not guaranteed. Pay increases are based on the annual pay raise approved by the Board of Trustees.
- Salaries are determined individually with consideration for job-related experience and credentials.
- All GISD employees who returned to the same position held in the district in 2021-2022 school year will receive the outlined increase from the midpoint of their pay grade.

Should you have any questions, please contact the Human Resources Department at salary@garlandisd.net.

2022-2023 Proposed Teacher Salary Schedule



2022-2023

Teacher Salary Guide

Years of Experience	Annualized Salary	Daily Rate
0	\$60,000	\$320.86
1	\$60,275	\$322.33
2	\$60,539	\$323.74
3	\$60,846	\$325.38
4	\$61,194	\$327.24
5	\$61,570	\$329.25
6	\$61,821	\$330.59
7	\$62,439	\$333.90
8	\$62,808	\$335.87
9	\$63,158	\$337.74
10	\$63,458	\$339.35
11	\$63,758	\$340.95
12	\$64,058	\$342.56
13	\$64,358	\$344.16
14	\$64,708	\$346.03
15	\$65,008	\$347.64
16	\$65,434	\$349.91
17	\$65,733	\$351.51
18	\$66,029	\$353.10
19	\$66,329	\$354.70
20	\$66,728	\$356.83
21	\$67,128	\$358.97
22	\$67,428	\$360.58
23	\$67,728	\$362.18
24	\$68,028	\$363.79
25+	\$68,328	\$365.39

	Minimum	Midpoint	Maximum
Daily Rate	\$320.86	\$395.99	\$471.12
187 Days	\$60,000	\$74,050	\$88,100

Teachers with 25+ years of creditable service will receive an increase of \$3,700

The above salaries are based on ten (10) month employment for the 2022-2023 school year. Salary plans are determined annually, and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

Years of experience is the total creditable years of service (CYS) at the end of the 2022-2023 school year.

\$1,300 General Master's Degree Stipend

\$2,000 Doctorate Degree Stipend

Salaries are determined individually with consideration for job-related experience and credentials.

2022-2023 Proposed Administrative Professional Pay Plan
Garland ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendar Days	Minimum	Midpoint	Maximum	4.0% GPI	
101			Daily	\$218.82	\$263.00	\$307.18	\$10.52
	Assistant Box Office Coordinator	226	226 Days	49,453	59,438	69,423	2,378
	Certification Specialist I	226					
	Compensation Human Resources Specialist	226					
	Energy Analysis Specialist	226					
	Event Coordinator	226					
	Facilities Specialist	226					
	Marketing Specialist	226					
	Print Shop Senior Production Manager	226					
	Supervisor (Student Nutrition Services)	226					
	Supervisor Culinary	226					
	Supervisor Professional Development Catering	226					
102			Daily	\$253.74	\$305.08	\$356.42	\$12.20
	Box Office Coordinator	226	202 Days	51,255	61,626	71,997	2,464
	Facilitator Translation Interpret Services	226	226 Days	57,345	68,948	80,551	2,758
	Graphic Design Specialist	226					
	Office Manager	226					
	Operations Manager	226					
	Sales Representative	226					
	Supervisor Food And Supply Acquisition	226					
	Web Content Designer	226					
103			Daily	\$286.72	\$344.74	\$402.76	\$13.79
	Benefits Specialist	226	187 Days	53,617	64,466	75,316	2,579
	Budget Analyst	226	210 Days	60,211	72,395	84,580	2,895
	Construction Bond Specialist	226	226 Days	64,799	77,911	91,024	3,116
	Coordinator Print Shop	226					
	Energy Management Specialist	226					
	Executive Assistant To The Superintendent	226					
	Event Services Manager	226					
	Grants Specialist	226					
	Human Resources Specialist GYO TCLAS	226					
	Investigator Human Resources	226					
	Maintenance MEP Manager	226					
	Manager Building Services	226					
	Manager Event Services	226					
	Manager Grounds	226					
	Manager Maintenance Trades & Projects	226					
	Manager Work Order Control	226					
	Paralegal General Counsel	226					
	Sales Manager	226					
	School-Based Mentoring Program Manager	210					
	SPED Speech Language Pathologist Assistant Prekindergarten	187					
	Staff Auditor	226					
	Web Services Support Specialist	226					
104			Daily	\$318.26	\$382.66	\$447.06	\$15.31
	Accountant General Ledger	226	187 Days	59,515	71,557	83,600	2,862
	Accountant Payroll	226	189 Days	60,151	72,323	84,494	2,893
	Accountant Project	226	193 Days	61,424	73,853	86,283	2,954
	Accountant Proprietary Funds	226	197 Days	62,697	75,384	88,071	3,015
	Behavior Program Specialist Title I	210	202 Days	64,289	77,297	90,306	3,092
	Bilingual Instructional Specialist	226	210 Days	66,835	80,359	93,883	3,214
	Board Service Manager	226	215 Days	68,426	82,272	96,118	3,291
	Case Manager	210	226 Days	71,927	86,481	101,036	3,459
	Clinic Nurse Specialist	226					
	Coordinator Budget	226					

Coordinator PEIMS	226
Coordinator Security Systems	226
Coordinator Textbooks	226
Custodial Services Manager	226
Data Support Specialist Title I	197
Dyslexia Evaluator Bilingual	197
Field Nurse Technology Specialist Health Services	197
Infant Center Specialist New Horizons C Tech	193
Instructional Coach (Elementary)	197
Instructional Coach 1:1 (High School)	197
Instructional Coach Title I (Middle School, High School)	197, 215
Instructional Specialist Bil ESL PK 12	226
Instructional Specialist Title III	226
Instructional Technology Specialist Title I	226
Lead Nurse Health Services	226
Librarian	187
Librarian (Sachse High School)	189
Librarian Prekindergarten	187
Magnet Program Specialist	226
Manager Certification Human Resource	226
Manager Investigations Human Resource	226
Nurse Early College	187
Nurse Itinerant Health Services	187
Program Specialist	226
Risk Management Auto Claims Specialist	226
Risk Management Wc Claim Specialist	226
School Nurse	187
School Nurse Itinerant Health Services	187
School Nurse Prekindergarten	187
Sheltered Instruction Specialist Title III	226
Special Programs Specialist	226
Specialist AVID	226
SPED Treatment Nurse	187
SPED Treatment Nurse (Elementary)	202
Teacher ELAR Instructional Coach Title I	215
Teacher Math Instructional Coach Title I	215
Teacher Secondary LPAC Lead	215
Teacher SPED Visually Impaired	187,197
Teacher SPED Visually Impaired Lead	187
Transportation Operations Analyst	226
Virtual Learning Specialist	226

105		Daily	\$334.17	\$401.79	\$469.41	\$16.07
Campus Facilitator	202	187 Days	62,490	75,135	87,780	3,005
Campus Facilitator Idea B	202	188 Days	62,824	75,537	88,249	3,021
Coordinator Broadcasting	226	189 Days	63,158	75,938	88,718	3,038
Counselor (Elementary)	187, 189	193 Days	64,495	77,545	90,596	3,102
Counselor (Middle School)	193, 197	197 Days	65,831	79,153	92,474	3,166
Counselor (High School)	202	202 Days	67,502	81,162	94,821	3,246
Counselor CTE (GRCT)	202	210 Days	70,176	84,376	98,576	3,375
Counselor CTE 1 (High School)	202	215 Days	71,847	86,385	100,923	3,455
Counselor CTE 2 (High School)	202	220 Days	73,517	88,394	103,270	3,536
Counselor Facilitator	220	226 Days	75,522	90,805	106,087	3,632
Counselor Lead	220					
Counselor Prekindergarten	189					
Counselor Student Success Part Time	202					
Diagnostician	188, 193, 202					
Diagnostician Lead	202					
Facilitator Early Childhood	220					
Facilitator ELL Newcomer	202					
Facilitator Instructional Design ELAR	202					
Facilitator Instructional Design Math	202					
Facilitator Instructional Design Science	202					
Facilitator Instructional Design SLAR	202					
Facilitator Instructional Design Social Studies	202					

Facilitator Magnet Programs	226
Facilitator Parent Engagement Title I	226
Facilitator Parent Engagement Title III	226
Intervention Facilitator Title I	226
Leadership Instructional Design Facilitator Math	202
Leadership Instructional Design Facilitator ELAR	202
Leadership Instructional Design Facilitator RLA	202
Leadership Instructional Design Facilitator Science	202
Leadership Instructional Design Facilitator Social Studies	202
Licensed Specialist School Psychologist SPED	197, 202
Orientation Mobility Specialist	187
Responsive Services Counselor	193
Risk Management Specialist	226
RTI Facilitator Title I	226
Sheltered Instruction Facilitator Title III	226
Social Worker	210
Specialist Title II	226
SPED Speech Language Pathologist	187
Speech Language Pathologist SPED (ES, MS, HS)	187, 193
Speech Language Pathologist SPED Department	210
Speech Language Pathologist SPED Prekindergarten	187
Transition Specialist SPED	215

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Assistant Principal (Elementary)	215
Assistant Principal Prekindergarten	215
Early Childhood Coordinator Title I	226
Instructional Leadership Specialist	203
Occupational Therapist	188, 193
Physical Therapist	188
Safety And Training Manager	226

Daily	\$350.88	\$421.88	\$492.88	\$16.88
188 Days	65,965	79,313	92,661	3,173
193 Days	67,720	81,423	95,126	3,257
203 Days	71,229	85,642	100,055	3,426
215 Days	75,439	90,704	105,969	3,628
226 Days	79,299	95,345	111,391	3,814

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Academic Success Coordinator	226
Assistant Principal (Alternative Education Center)	220
Assistant Principal (Memorial Pathway Academy)	225
Assistant Principal (Middle School)	225
At Risk Administrator	226
Attendance Administrator	226
Audiologist SPED	202
AVID Coordinator Secondary	226
Cash Manager	226
Coordinator (SPED)	226
Coordinator 504 SPED	226
Coordinator Accelerated Learning	226
Coordinator At Risk	226
Coordinator Athletics (Trainer)	226
Coordinator Avid Elementary Title I	226
Coordinator Bilingual ESL	226
Coordinator Business Program Development	226
Coordinator CCMR Title I	226
Coordinator Communications	226
Coordinator Counseling Guidance	226
Coordinator CTE	226
Coordinator CTE Part Time	226
Coordinator Data Analysis Reporting	226
Coordinator District Testing	226
Coordinator Dyslexia	226
Coordinator Dyslexia Bilingual	226
Coordinator Elementary Math	226
Coordinator Employee Relations	226
Coordinator Employee Wellness And Nutrition	226
Coordinator English Language Learners	226
Coordinator Family And Community Engagement	226
Coordinator Fcs New Horizons C Tech	226

Daily	\$368.42	\$442.97	\$517.52	\$17.72
202 Days	74,421	89,480	104,539	3,579
220 Days	81,052	97,453	113,854	3,898
225 Days	82,895	99,668	116,442	3,987
226 Days	83,263	100,111	116,960	4,004

Coordinator Foreign Languages	226
Coordinator Library Media Services	226
Coordinator Local Assessment	226
Coordinator Maintenance Business Operations	226
Coordinator MTSS Title I	226
Coordinator Nutrition And Menu Operations	226
Coordinator Outreach Enrollment Center Clinic	226
Coordinator PE	226
Coordinator PK 12 Ela	226
Coordinator PK 12 Math	226
Coordinator PK 6	226
Coordinator Planning Research	226
Coordinator Recruitment	226
Coordinator Secondary ELAR Title II	226
Coordinator Secondary Math Title II	226
Coordinator Secondary Science Title II	226
Coordinator Social Studies	226
Coordinator SPED	226
Coordinator SPED Idea B	226
Coordinator Stem	226
Coordinator Technology	226
Coordinator Title I	226
Coordinator Visual Performing Arts	226
Coordinator Web Services	226
Early College Coordinator Title I	226
Early Literacy Coordinator	226
Foundation President Corporate Initiatives Liaison	226
Instructional Leadership Coordinator	226
Multilingual Program Analyst Title III	226
Personalized Learning Coordinator MIZ 429 RBL 483	226
Secondary Stem Coordinator	226
Senior Construction Project Manager	226
Senior Maintenance Project Manager	226
Senior Manager Building Trades and Projects	226
Senior Manager Grounds	226
Senior Manager MEP	226
Service Provider Program Analyst Title III	226
Student Services Coordinator	226

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Academic Success Administrator Title I	226
Administrator Gifted Talented	226
Administrator Human Resources	226
Administrator Safety Student Discipline	226
Assistant Principal (High School)	226
Assistant Principal (Jackson Technology Center)	225
Associate Principal (Elementary)	217
Extended Learning Program Administrator TCLAS	226
Grant Development And Management Administrator	226
Student Success Administrator TCLAS	226

Daily	\$386.84	\$465.12	\$543.40	\$18.60
217 Days	83,944	100,931	117,918	4,037
225 Days	87,039	104,652	122,265	4,186
226 Days	87,426	105,117	122,808	4,205

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Advanced Academic Administrator	226
Aquatic Manager Swim Coach	226
Assistant Director Athletics	226
Assistant Director Building Trades	226
Assistant Director Cafeteria Operations	226
Assistant Director Custodial	226
Assistant Director Dyslexia	226
Assistant Director Equipment And Warehouse Operations	226
Assistant Director Event Services & Operations	226
Assistant Director Finance	226
Assistant Director MTSS	226
Assistant Director Nutrition Menu Operations	226
Assistant Director Office Of Innovation	226

Daily	\$417.79	\$502.33	\$586.87	\$20.09
217 Days	90,660	109,006	127,351	4,360
225 Days	94,003	113,024	132,046	4,521
226 Days	94,421	113,527	132,633	4,541

Assistant Director Purchasing	226
Assistant Director Sales And Booking	226
Assistant Director Student Services	226
Assistant Director Transportation	226
Assistant General Counsel	226
Associate Principal (High School)	226
Associate Principal (Middle School)	225
Avid Program Manager Secondary	226
Community Liaison To African Americans	226
Community Liaison To Hispanic	226
Federal Grant Manager Title I	226
Principal (Elementary)	217
Principal Prekindergarten	217
Responsive Services Administrator	226
School Design Administrator	226
School Design Administrator Title I	226

110		Daily	\$447.03	\$537.49	\$627.95	\$21.50
Administrator School Improvement TLCAS Title II	226	217 Days	97,006	116,635	136,265	4,665
Boys Athletic Coordinator Head Football Coach	220	220 Days	98,347	118,248	138,149	4,730
Director Communications	226	226 Days	101,029	121,473	141,917	4,859
Director Counseling Guidance	226					
Director Elementary Integrated Literacy Studies TCLAS Title II	226					
Director Elementary Integrated Math Science Studies TCLAS Title II	226					
Director English Language Learners	226					
Director Facilities Planning Construction Services	226					
Director Family And Community Engagement	226					
Director Health Services	226					
Director of Employee Relations	226					
Director Payroll Benefits	226					
Director Risk Management	226					
Director Secondary Integrated Literacy Studies TCLAS Title II	226					
Director Secondary Integrated Math Science Studies TCLAS Title II	226					
Director Tax Services	226					
Human Resources Systems Analyst	226					
Principal (Middle School, Memorial Pathway Academy, AEC and GRCTC)	226					

111		Daily	\$500.68	\$601.99	\$703.30	\$24.08
Director Auxiliary Human Resources	226	226 Days	113,154	136,050	158,946	5,442
Director Budget And Position Control	226					
Director Career Technical Education	226					
Director Elementary Human Resources	226					
Director Maintenance	226					
Director Research Assessment Accountability	226					
Director Secondary Human Resources	226					
Director Security	226					
Director Student Nutrition	226					
Director Transportation	226					
Director Visual Performing Arts	226					
Interim Principal	226					
Principal (High School)	226					

112		Daily	\$565.76	\$680.25	\$794.74	\$27.21
Executive Director Athletics	226	226 Days	127,862	153,737	179,611	6,149
Executive Director Budget	226					
Executive Director Communications And Public Relations	226					
Executive Director Curtis Culwell Center	226					
Executive Director Facilities Maintenance	226					
Executive Director Finance	226					
Executive Director Innovation SAF	226					
Executive Director Of Leadership Elementary	226					
Executive Director Of Leadership Secondary	226					
Executive Director Purchasing	226					
Executive Director Special Education	226					
Executive Director Student Services School Choice	226					

Executive Director Teaching And Learning

226

113		Daily	\$693.86	\$816.30	\$938.75	\$32.65
Assistant Superintendent Curriculum Instruction	226	226 Days	156,812	184,484	212,158	7,379
Assistant Superintendent Human Resources	226					
Assistant Superintendent Technology	226					
Assistant Superintendent Safety Operations	226					
114		Daily	\$763.24	\$897.93	\$1,032.62	\$35.92
General Counsel	226	226 Days	172,492	202,932	233,372	8,117
115		Daily	\$862.46	\$1,014.66	\$1,166.86	\$40.59
Chief Academic Officer	226	226 Days	194,916	229,313	263,710	9,173
Chief Financial Officer	226					
Chief Leadership Officer	226					

2022-2023 Proposed Technology Pay Plan

Garland ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendars Days	Minimum	Midpoint	Maximum	4.0% GPI	
201			Daily	\$145.16	\$177.00	\$208.84	\$7.08
	Campus Technology Assistant	191	191 Days	27,726	33,807	39,888	1,352
	Campus Technology Assistant Prekindergarten	191	226 Days	32,806	40,002	47,198	1,600
	GIS Asst Technician	226					
202			Daily	\$166.91	\$203.55	\$240.19	\$8.14
	Campus Technology Assistant	196	196 Days	32,714	39,896	47,077	1,596
	Campus Technology Specialist I	196	226 Days	37,722	46,002	54,283	1,840
	Student Information System Support Specialist	226					
	Telecommunication Technician	226					
203			Daily	\$193.62	\$236.12	\$278.62	\$9.44
	Campus Service Technician	226	226 Days	43,758	53,363	62,968	2,135
	Desktop Integration Specialist	226					
	Digital Media Specialist	226					
	Field Service Software Specialist	226					
	Field Service Technician	226					
	Field Service Technician Lead	226					
	GIS Auto Cad Technician	226					
	Manager Kronos Oracle	226					
	Mobile Technology Assistant	226					
	Software Technician	226					
	Student Nutrition Service Field Service Technician	226					
204			Daily	\$261.38	\$318.76	\$376.14	\$12.75
	Athletics Technology Specialist	226	226 Days	59,072	72,040	85,008	2,882
	Field Service Technician Lead	226					
	GIS Program Manager	226					
	Mobile Technology Administrator	226					
	PEIMS Technical Assistant	226					
	Telecommunications Specialist	226					
205			Daily	\$297.98	\$363.39	\$428.80	\$14.54
	Enterprise Content Management Analyst	226	226 Days	67,343	82,126	96,909	3,285
	Implementation Analyst	226					
	Programmer Analyst	226					
	Technical Analyst	226					
	Television Producer	226					
	Web Applications Systems Analyst	226					
206			Daily	\$321.82	\$392.46	\$463.10	\$15.70
	Man Wan Systems Engineer	226	226 Days	72,731	88,696	104,661	3,548
	Network Administrator	226					
	Network Infrastructure Engineer	226					
	Network Video Systems Analyst	226					
	Oracle Application Developer	226					
	Systems Analyst Developer	226					
207			Daily	\$366.95	\$431.71	\$496.47	\$17.27
	Facilitator (Data and Administrative Systems)	226	226 Days	82,931	97,566	112,202	3,903
	Facilitator Technology Digital Learning	226					
	Oracle Business Analyst Developer	226					

208		Daily	\$396.31	\$466.25	\$536.19	\$18.65
Coordinator Technology	226	226 Days	89,566	105,373	121,179	4,215
Coordinator Technology Applications	226					
Coordinator Technology Digital Learning	226					
Resident School Support Program (RSSP) Data Fellow TCLAS	226					
209		Daily	\$431.98	\$508.21	\$584.44	\$20.33
Asst Director Data Administrative Systems	226	226 Days	97,627	114,855	132,083	4,594
Asst Director It Operations Assets Budget	226					
Asst Director Network Communications Infrastructure	226					
Lead Network Engineer Applications	226					
Lead Network Engineer Communications	226					
Network Engineer	226					
Network Engineer Cyber-Security	226					
Oracle Database Administrator	226					
Oracle Lead Business Analyst Developer	226					
Oracle Technical Solutions Architect	226					
Senior Oracle Applications Developer	226					
Systems Manager Kronos	226					
Technology Applications System Manager	226					
210		Daily	\$475.18	\$559.03	\$642.88	\$22.36
Director Data Administrative Systems	226	226 Days	107,391	126,341	145,291	5,054
Director GIS	226					
Director IT Operations and Budgets	226					
Director Oracle Technology	226					
Project Manager Technology	226					
211		Daily	\$527.44	\$620.52	\$713.60	\$24.82
Director Technology Services	226	226 Days	119,201	140,238	161,274	5,610

2022-2023 Proposed Health Care Pay Plan

Garland ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendars Days	Minimum	Midpoint	Maximum	4.0% GPI	
301			Daily	\$124.28	\$151.50	\$178.73	\$6.06
	Health Clinic Medical Asst	236	236 Days	31,284	38,138	44,991	1,526
304			Daily	\$348.48	\$424.98	\$501.48	\$17.00
	Health Clinic Manager	236	236 Days	82,241	100,295	118,349	4,012
305			Daily	\$418.18	\$509.98	\$601.78	\$20.40
	Health Clinic Nurse Practitioner	236	236 Days	98,690	120,355	142,020	4,814
	Health Clinic Physician Asst	236					

2022-2023 Proposed Administrative Support Pay Plan
Garland ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendars Days	Minimum	Midpoint	Maximum	4.0% GPI	
P11			Daily	\$96.38	\$120.45	\$144.53	\$4.82
	Aide Achievement Office	186	186 Days	17,926	22,404	26,882	893
	Aide Mckinney Vento Office TEHCY	202	187 Days	18,022	22,524	27,026	898
	Aide Newcomer Title III	186	202 Days	19,468	24,331	29,194	970
	Aide Office	186					
	Aide Office Attendance	186					
	Aide Office Prekindergarten	186					
	Parent Engagement Aide Title III	202					
P12			Daily	\$105.08	\$131.33	\$157.58	\$5.25
	Aide Counselor	186	186 Days	19,544	24,426	29,309	977
	Aide Diagnostician	186	193 Days	20,279	25,346	30,412	1,013
	Aide SPED Facilitator	186					
	Aide SPED Facilitator Idea B	186					
	Attendance Clerk	193					
	Secretary SPED I	193					
P13			Daily	\$115.58	\$144.45	\$173.33	\$5.78
	Processing Manager	226	186 Days	21,497	26,868	32,238	1,074
	Receptionist (GRCTC)	186	202 Days	23,346	29,179	35,012	1,167
	Receptionist (Communications, PDC, SPED, Student Serv., T&L)	226	226 Days	26,120	32,646	39,171	1,305
	Secretary SPED II	202					
	Secretary SPED II Idea B	226					
P14			Daily	\$122.48	\$153.15	\$183.83	\$6.13
	Receptionist (Communications)	226	193 Days	23,638	29,558	35,478	1,187
	Secretary (Fine Arts)	226	198 Days	24,250	30,324	36,397	1,218
	Secretary Assistant Principal	198	226 Days	27,679	34,612	41,544	1,390
	Secretary Coordinator	226					
	Secretary Counselor	193					
	Secretary Counselors Office	193					
	Secretary PEIMS	226					
	Secretary Receptionist`	226					
	Secretary Warehouse	226					
P15			Daily	\$131.10	\$163.88	\$196.65	\$6.55
	Circulation Manager	226	198 Days	25,958	32,447	38,937	1,292
	Data Clerk (ES/MS)	198	202 Days	26,482	33,103	39,723	1,318
	Data Clerk (High School)	202	226 Days	29,629	37,036	44,443	1,475
	Data Clerk Medicaid	226					
	Data Clerk Prekindergarten	198					
	Virtual School Data Clerk	226					
	Secretary (Multilingual Program)	226					
	Secretary Coordinator	226					
	Secretary Print Shop	226					
	Secretary Textbooks	226					
	Secretary Transportation	226					
P16			Daily	\$140.33	\$175.43	\$210.53	\$7.17
	Accounting Clerk	226	186 Days	26,100	32,629	39,158	1,311
	Accounting Specialist I Payables Clerk	226	202 Days	28,346	35,436	42,526	1,424
	Aide Parent Involvement Title I	186	220 Days	30,872	38,594	46,316	1,551
	Color Guard Specialist	186	226 Days	31,713	39,646	47,579	1,593
	District Interpreter Translator	226					
	Enrollment Center Advisor	226					
	Expediter	226					
	Payroll Receptionist	226					

Purchasing Clerk Maintenance	226
Registrar	220
Secretary (Student Nutrition Services)	226
Secretary Athletics	226
Secretary Community Liaison	202
Secretary Coordinator	226
Secretary Enrollment Center	226
Secretary Enrollment Center Clinic	226
Secretary Grant	226
Secretary Maintenance	226
Secretary Padgett Auxiliary Service Center	226
Secretary MTSS	226
Secretary Natatorium	226
Secretary Receptionist Human Resources	226
Secretary Records Center	226
Secretary Risk Management	226
Secretary SPED Student Information Idea B	226

P17		Daily	\$150.08	\$187.65	\$225.23	\$7.50
Accounting Specialist II	226	205 Days	30,765	38,468	46,171	1,538
Accounting Specialist II Accounting Liaison	226	220 Days	33,017	41,283	49,550	1,650
Accounting Specialist II Campus Liaison	226	226 Days	33,917	42,409	50,901	1,695
Accounting Specialist II Payables Lead	226					
Accounting Specialist II Payroll Costing	226					
Accounting Specialist Projects	226					
Administrator Selection Specialist Human Resources	226					
Assessment Office Specialist	226					
Background Fingerprint Specialist	226					
Bookkeeper	226					
Bookkeeper Federal Programs Title I	226					
District Calendar and Information Specialist	226					
Gifted Talented Special Programs Project Clerk	226					
Leaves Specialist Auxiliary Human Resources	226					
Leaves Specialist Human Resources	226					
Maintenance Payroll Specialist	226					
Migrant Liaison Face Clerk Title I	226					
Payroll Specialist	226					
Purchasing Specialist Campus Liaison	226					
Secretary Athletics II	226					
Secretary AVID	226					
Secretary Director	226					
Secretary Director Human Resources	226					
Secretary Director Employee Relations	226					
Secretary Federal Programs Title I	226					
Secretary Oracle	226					
Secretary Principal ES	205					
Secretary Principal MS	220					
Secretary Principal HS	226					
Secretary Principal Prekindergarten	205					
Secretary Project Clerk Title I	226					
Secretary Student Service	226					
Staffing Specialist Human Resources	226					
Substitute Specialist I Human Resources	226					
Tax Clerk II	226					
Transportation Asst	226					
Transportation Payroll Specialist	226					
Transportation Specialist	226					

P18		Daily	\$175.58	\$219.53	\$263.48	\$8.78
Facility Leasing Specialist	226	226 Days	39,680	49,613	59,545	1,983
Federal Programs Procurement Clerk Title I	226					
Free Reduced Lunch Application Processor Manager	226					
Secretary Area Director	226					

Secretary Executive Director Communications and Public Relations	226
Secretary Executive Director Teaching and Learning	226
Secretary Executive Director Purchasing	226
Secretary Executive Director Student Services Center	226
Secretary Executive Director Athletics	226
Secretary Executive Director Curtis Culwell Center	226
Secretary Executive Director Facilities	226
Secretary Executive Director Of Budget	226
Secretary Executive Director Of Finance	226
Secretary Executive Director Of Innovation	226
Secretary SPED Executive Director	226

P19		Daily	\$196.65	\$245.85	\$295.05	\$9.83
Accounts Payable Supervisor	226	226 Days	44,443	55,562	66,681	2,220
Buyer	226					
Finance Assistant	226					
Office Manager	226					
Secretary Assistant Safety Operations	226					
Secretary Assistant Superintendent Curriculum Instruction	226					
Secretary Assistant Superintendent Human Resources	226					
Secretary Assistant Superintendent Technology	226					
Special Education Accounting Assistant	226					
Substitute Specialist II Human Resources	226					
Tax Clerk III	226					

P21		Daily	\$234.08	\$292.58	\$351.08	\$11.70
Secretary Chief Financial Officer	226	226 Days	52,901	66,122	79,343	2,644
Secretary Chief Officer	226					

2022-2023 Proposed Instructional Paraprofessional Pay Plan
Garland ISD

*Annual amounts are based on 7.5 hours per day.

Pay Grade	Job Title	Calendar Days	Minimum	Midpoint	Maximum	4.0% GPI	
PA1			Daily	\$96.00	\$117.08	\$138.15	\$4.68
	Aide Bilingual ESL Pre K	186	186 Days	17,856	21,776	25,696	865
	Aide Bilingual ESL Prekindergarten	186	187 Days	17,952	21,893	25,834	870
	Aide Bilingual Montessori	186					
	Aide Bilingual Prekindergarten	186					
	Aide Bilingual Title I	186					
	Aide Caregiver New Horizons	186, 187					
	Aide ESL	186					
	Aide ESL Prekindergarten	186					
	Aide Family Involvement Title I	186					
	Aide Instructional	186					
	Aide Instructional Prekindergarten	186					
	Aide Instructional Title I	186					
	Aide Instructional Title I Prekindergarten	186					
	Aide Literacy Title I	186					
	Aide Literacy Title I Prekindergarten	186					
	Aide Montessori	186					
	Aide PE	186					
	Aide PK	186					
	Aide Pre K Dual	186					
	Aide Pre K ESL	186					
	Aide Prekindergarten	186, 187					
	Aide Prekindergarten Bilingual	186					
	Aide Title I Prekindergarten	186					
	ELL Instructional Aide	186					
	Instructional Aide Title I	186					
PA2			Daily	\$101.78	\$124.13	\$146.48	\$4.96
	Aide Bilingual Vietnamese Prekindergarten	186	186 Days	18,930	23,087	27,244	921
	Aide Early Childhood SPED ECSE Pre K	186	187 Days	19,032	23,211	27,391	926
	Aide Library	186					
	Aide Library Prekindergarten	186					
	Aide Prekindergarten ECSE	186					
PA4			Daily	\$114.38	\$139.43	\$164.48	\$5.57
	Aide Clinic	186	186 Days	21,274	25,933	30,592	1,032
	Aide Clinic Floater	186	226 Days	25,849	31,510	37,171	1,254
	Aide Clinic SSC Enrollment Center	226					
	Aide Enrollment Center Clinic	226					
	Aide Prekindergarten SPED ECSE	186					
	Aide SPED	186					
	Aide SPED ALE	186					
	Aide SPED ABC	186					
	Aide SPED ABC Idea B	186					
	Aide SPED ABC KN	186					
	Aide SPED ALE	186					
	Aide SPED ALE Idea B	186					
	Aide SPED BA	186					
	Aide SPED Behavioral Adjustment	186					
	Aide SPED CBSE	186					
	Aide SPED CBSE Idea B	186					
	Aide SPED ECSE	186					
	Aide SPED ECSE Idea B	186					
	Aide SPED ECSE Inclusion	186, 187					
	Aide SPED ECSE Inclusion Expansion Program	186					

PA4 (continuation)	
Aide SPED ECSE Inclusion Idea B	186
Aide SPED ECSE Prekindergarten	186
Aide SPED ECSE Prekindergarten Idea B	186
Aide SPED FBE	186
Aide SPED PPCD	186
Aide SPED VAC Job Coach	186

Daily	\$114.38	\$139.43	\$164.48	\$5.57
186 Days	21,274	25,933	30,592	1,032
226 Days	25,849	31,510	37,171	1,254

2022-2023 Proposed Auxiliary Pay Plan
Garland ISD

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendar Days	Minimum	Midpoint	Maximum	4.0% GPI	
MT01			Hourly	\$11.26	\$14.07	\$16.88	\$0.56
	Custodial Pool	260	180 Days	16,214	20,261	24,307	806
	Custodian Natatorium	260	181 Days	16,304	20,373	24,442	811
	Custodian Part Time Natatorium	260	182 Days	16,395	20,486	24,577	815
	Parking Lot	181	184 Days	16,575	20,711	24,847	824
	SPED Bus Monitor Pool	180, 185	185 Days	16,665	20,824	24,982	829
	Student Nutrition Full Time Pool	182, 184, 185	260 Days	23,421	29,266	35,110	1,165
	Student Nutrition Part Time Pool	185, 185					
MT02			Hourly	\$13.39	\$16.74	\$20.09	\$0.67
	Athletics Equipment Lead	260	226 Days	24,209	30,266	36,323	1,211
	Custodian Lead	260	260 Days	27,851	34,819	41,787	1,394
	Custodian Lead (Cisneros PreK School)	226					
	Custodian Lead Natatorium	260					
	Grounds Fence Playground	260					
	Grounds Landscape Mowing Crew	260					
	Maintenance HVAC Filter Crew Worker	260					
MT03			Hourly	\$14.86	\$18.58	\$22.30	\$0.74
	Assistant Manager Intern	187	187 Days	22,231	27,796	33,361	1,107
	Delivery Expediter	226	202 Days	24,014	30,025	36,037	1,196
	Driver (Professional Development Center)	202	226 Days	26,867	33,593	40,318	1,338
	Driver Stocker	260	260 Days	30,909	38,646	46,384	1,539
	Driver Warehouse	260					
	Food Service Driver Stocker	226					
	Grounds Athletic Field	260					
	Grounds Crew Leader	260					
	Mail Clerk Driver	226					
	Maintenance Expeditor	260					
	Maintenance HVAC Filter Crew Leader	260					
	Purchasing / Warehouse Driver Stocker	260					
	Student Nutrition Driver Stocker	226					
	Tire Technician	260					
MT04			Hourly	\$16.06	\$20.07	\$24.08	\$0.80
	Athletic Fields Crew Leader	260	185 Days	23,769	29,704	35,638	1,184
	General Maintenance	260	187 Days	24,026	30,025	36,024	1,197
	General Vehicle Maintenance	185	226 Days	29,036	36,287	43,537	1,446
	Grounds Irrigation Installer	260	260 Days	33,405	41,746	50,086	1,664
	Grounds Landscape Foreperson	260					
	Manager - Food Service	185, 187					
	Press Operator	226					
	Print Binder	226					
	Screen Printer	226					
	Senior Lawnmower Mechanic	260					
	Student Nutrition Assistant Repair Technician	226					
	Testing Warehouse Distributer	226					
	Trainee Bus Driver Pool	185					
	Validator Receiving	226					
MT05			Hourly	\$17.82	\$22.28	\$26.74	\$0.89
	Building Engineer	260	185 Days	26,374	32,974	39,575	1,317
	Bus Driver Pool	185	187 Days	26,659	33,331	40,003	1,331
	Concrete	260	226 Days	32,219	40,282	48,346	1,609
	Equipment Tech Apprentice	226	260 Days	37,066	46,342	55,619	1,851
	General Maintenance Worker I	260					
	Graphic Artist Pre-Press Tech	226					

Maintenance Painter	260
Manager - Student Nutrition Services	185, 187
Manager Floating	187
Operations Specialist	260
Repair Expediter	226
Shipping Receiving Manager	260
Stadium Engineer	260

MT06		Hourly	\$19.61	\$24.51	\$29.41	\$0.98
Foreman	226	215 Days	33,729	42,157	50,585	1,686
General Maintenance Worker II	260	226 Days	35,455	44,314	53,173	1,772
Grounds Foreperson	260	260 Days	40,789	50,981	61,173	2,038
Grounds Herbicide Insecticide	260					
Maintenance Paint Foreman	260					
Transportation Dispatcher	215					

MT07		Hourly	\$20.59	\$25.74	\$30.89	\$1.03
Audio Visual Technician	260	187 Days	30,803	38,507	46,211	1,541
Certified Welder	260	226 Days	37,227	46,538	55,849	1,862
Concrete Foreman	260	260 Days	42,827	53,539	64,251	2,142
Custodian Lead Trainer	260					
General Maintenance Worker III	226					
It Warehouse Operations Manager	260					
Locksmith	260					
Maintenance HVAC Controls Technician	260					
Maintenance HVAC Service Worker	260					
Maintenance Mechanic Foreman	187					
Maintenance Plumber Non Certified	260					
Manager (Student Nutrition Services)	187					
Mechanic (Transportation)	260					
Routing Specialist	226					
Security Electronic Technician	260					
Security Electronic Technician Servers	260					
Transportation Lead Dispatcher	226					
Transportation Lead Trainer	260					
Vehicle Maintenance Inventory	260					
Video Electronics Technician	260					

BUS		Hourly	\$21.62	\$27.03	\$32.44	\$1.08
Bus Driver	180, 185	180 Days	31,133	38,923	46,714	1,555
Bus Driver - Field Trip	180, 185	185 Days	31,998	40,004	48,011	1,598
Bus Driver - Substitute	180, 185					

MT08		Hourly	\$22.70	\$28.38	\$34.06	\$1.14
Custodial Field Supervisor	260	226 Days	41,042	51,311	61,580	2,061
Equipment Tech	226	260 Days	47,216	59,030	70,845	2,371
Facility Maintenance Specialist Ag Barn	260					
Facility Maintenance Specialist CCC	260					
Fire Sprinkler Technician	260					
General Maintenance Crew Leader	260					
Maintenance Electrician	260					
Maintenance HVAC Field Control Technician	260					
Maintenance Special Plumber	260					
Mechanic (Certified-Transportation)	260					
Pool Maintenance Technician Natatorium	260					
Security Electronic Technician	260					
Security Electronic Technician Networks	260					
Security Officer	260					

MT09		Hourly	\$24.52	\$30.65	\$36.78	\$1.23
Grounds Herbicide Pesticide IPM Coord	260	260 Days	51,002	63,752	76,502	2,558
Maintenance Plumber Backflow Assembly Tester	260					
Security Electronic Technician Lead	260					

Security Lead Operations	260
Transportation Field Trip Supervisor	260
Transportation Route Supervisor	260

MT10

Grounds Supervisor	260
Maintenance Field Supervisor Electrical	260
Maintenance HVAC Supervisor	260
Maintenance Supervisor Carpentry Remodeling	260
Maintenance Supervisor Painting	260
Maintenance Supervisor Plumbing	260
Maintenance Supervisor Roofing	260
Supervisor Environmental And Utilities	260
Supervisor Of Locks Doors	260
Supervisor Warehouse	260
Transportation Vehicle Maintenance Supervisor AM/PM	260
Transportation Operations Supervisor	260

Hourly	\$29.67	\$37.09	\$44.51	\$1.48
260 Days	61,714	77,147	92,581	3,078

2022-2023 Proposed Stipends

RETENTION/SIGN ON BONUS

Employee Retention Stipends	Employee Type	Annualized Rate	Payment Calendar
	Full-Time Employee	\$2,000	October 25%
	Part-Time Employee	\$1,000	December 50%
			March 25%
<p>Stipend Eligibility: Employed with GISD through June 30, 2022, and must be employed with GISD on the last workday of the month preceding receipt of payment, and full-time employees or part-time employees who worked at least 19 hours per week.</p>			

Sign-On Incentive	Employee Type	Annualized Rate	Payment Calendar
	Exempt Employee	\$1,000	December 100%
	Non-Exempt Employee	\$500	
<p>Stipend Eligibility: GISD employees who begin work after April 26, 2022, are eligible for the Sign-on Incentive Stipend. GISD Employees who are working on or prior to April 26, 2022, are eligible for the 2022-23 Retention Stipend criteria (not the Sign-on Incentive Stipend). A GISD employee cannot receive the sign-on incentive stipend and the retention stipend. Employed with Garland ISD on the last workday of the month preceding receipt of payment, and full-time employees or part-time employees who worked at least 19 hours per week.</p>			

Grow Your Own Program (GYO) TCLAS ¹	Employee Type	Annualized Rate	Payment Calendar
Paraprofessional completing a Bachelor's Degree & pursuing Teacher Certification		\$18,000	August 50%
Paraprofessional with a Bachelor's Degree & pursuing Teacher Certification		\$7,500	February 50%
<p>¹Contingent upon available grant funding each year.</p>			

Employee Performance Retention Stipends	Tier (I or II)	Annualized Rate	Payment Calendar
Designation: Masters	Tier I	\$12,000	September 100%
Designation: Masters	Tier II	\$9,000	
Designation: Exemplary	Tier I	\$6,550	
Designation: Exemplary	Tier II	\$4,600	
Designation: Recognized	Tier I	\$4,000	
Designation: Recognized	Tier II	\$2,900	
<p>Stipend Eligibility: Must be on contract for the 22-23 contractual year, and be identified Core Content teacher with a combined appraisal and student growth outcome score that falls with the top 35% (based on 20-21 appraisal and 20-21 student growth data).</p>			

2022-2023 Proposed Stipends

ACADEMIC, CO-CURRICULAR, AND EXTRA-CURRICULAR

Position at <u>High School</u>	Supplemental Annualized Amount	Contract Days	Supplemental Days
Academic Decathlon (assigned by campus Principal-Annual amount per campus)	\$5,500	187	0
ACT/PSAT/SAT Accuplacer Prep Coach	\$1,500	187	0
Activities Director	\$938	187	5
Band-Assistant Director	\$4,650	187	15
Band-Director	\$29,000	187	27
Cheerleader-Freshman	\$2,000	187	10
Cheerleader-Junior Varsity	\$2,000	187	10
Cheerleader-Varsity	\$2,808	187	15
Choir-Assistant Director	\$2,875	187	5
Choir-Director	\$5,914	187	5
CTE Counselor	\$1,500	202	0
Department Head (eligible only if extra conference period is not provided)	\$938	187	0
Drill Junior Varsity	\$1,625	187	10
Drill Varsity	\$2,923	187	19
Dual Credit	\$700	187	0
ELAR Teacher	\$300	187	0
Extended Essay Coordinator	\$1,500	187	0
Extra Period (up to \$5,000 HR approval required)	\$2,500	187	0
Librarian-Secondary	\$750	187	0
Magnet Advisor/Industry Liaison	\$3,000	187	28
Math Teacher	\$3,000	187	0
Newspaper	\$1,300	187	0
Octathlon Sponsor (assigned by campus Principal-Annual amount per campus)	\$3,400	187	0
Orchestra-Assistant Director	\$2,400	187	5
Orchestra-Director	\$5,000	187	5
Performing Arts Endorsement Coordinator	\$200	187	0
Piano Lab Instructor	\$500	187	5
Robotics	\$1,000	187	0
Science Teacher	\$3,000	187	0
Speech	\$1,684	187	5
Spirit Group	\$1,250	187	0
Step Team	\$2,500	187	0
Student Council	\$1,000	187	5
Team Lead ¹	\$2,160	187	0
Theater Arts/Drama	\$3,671	187	5
UIL Coordinator	\$1,000	187	2
World Dance	\$2,500	187	0
Yearbook Advisor	\$1,500	187	0

¹-High School teachers designated by their principal will receive additional training and planning time to address student learning loss due to COVID-19. Team leads will work with district instructional personnel to review student data and plan for Tier I instruction tailored to student needs. The Team Leads will: collaborate with teachers on each campus to analyze Texas Essential Knowledge and Skills (TEKS) where students show significant gaps; review best practices that target student misconceptions, and develop lessons that will improve Tier I instruction and increase student learning.

Position at <u>Middle School</u>	Supplemental Annualized Amount	Contract Days	Supplemental Days
Austin Academy-Piano Lab / Extra day	\$4,500	187	0
Austin Academy -Gospel Choir	\$650	187	0
Austin Academy -Jazz Band	\$1,600	187	0
Austin Academy -Spanish	\$2,250	187	0
Austin Academy-Art / Extended	\$4,500	187	0
Austin Academy-Physical Education	\$1,400	187	0
Band-Assistant Director	\$2,500	187	15
Band-Director	\$5,925	187	15
Cheerleader	\$1,493	187	0
Choir-Assistant Director	\$2,500	187	5
Choir-Director	\$2,925	187	5
Department Head	\$625	187	0
Librarian	\$750	187	0
Magnet Advisor/Industry Liaison	\$3,000	187	15
Orchestra-Assistant Director	\$1,600	187	5
Orchestra-Director	\$3,500	187	5
Pentathlon (assigned by campus Principal)	\$3,400	187	0
Pep Squad	\$965	187	0
Piano Lab Instructor	\$500	187	5
Robotics	\$1,000	187	0
Team Lead ²	\$2,160	187	0
Yearbook	\$625	187	0

²-Middle School I teachers designated by their principal will receive additional training and planning time to address student learning loss due to COVID-19. Team leads will work with district instructional personnel to review student data and plan for Tier I instruction tailored to student needs. The Team Leads will: collaborate with teachers on each campus to analyze Texas Essential Knowledge and Skills (TEKS) where students show significant gaps; review best practices that target student misconceptions, and develop lessons that will improve Tier 1 instruction and increase student learning.

Position at <u>Elementary</u>	Supplemental Annualized Amount	Contract Days	Supplemental Days
Bilingual Certified Classroom Teacher	\$4,000	187	0
Children's Chorus Accompanist	\$2,875	187	0
Children's Chorus Assistant Director	\$2,875	187	0
Children's Chorus Director	\$3,750	187	0
Librarian	\$1,000	187	0
Robotics	\$1,000	187	0

Other Supplemental Stipends	Supplemental Annualized Amount	Contract Days	Supplemental Days
Master's Degree	\$1,300	187	0
Doctorial Degree	\$2,000	187	0
Administrative Intern/Associate	\$1,000	187	10
Certified Educational Office Professional (CEOP)	\$600	186-226	0
Fine Arts Lead Teacher	\$1,000	187	0
i3 (Innovation in Instruction)	\$750	187	0
Instructional Support Teacher	\$1,000	187	0
Lead Teacher(Bilingual /ESL Certified)	\$1,120	187	0
Mandarin Chinese Teacher	\$3,000	187	0

Other Supplemental Stipends	Supplemental Annualized Amount	Contract Days	Supplemental Days
Mariachi Program Coordinator	\$5,600	187	0
Nurse Cluster Lead	\$750	187	0
Nurse Specialist	\$3,500	226	0
SPED-Head of Delegation for Special Olympics	\$6,000	187	10
SPED-Lead Adaptive PE Team	\$1,500	187	0
SPED-Lead Diagnostician	\$1,500	187	15
SPED-Lead Licensed Specialist in School Psychology	\$1,500	187	15
SPED-Lead Occupational or Physical Therapist	\$1,500	187	6
SPED-Lead Speech Language Pathologist	\$1,500	187	0
SPED-Lead Vision Teacher	\$1,500	187	0
SPED-Resource Teacher	\$2,000	187	0
SPED-Self Contained Teacher	\$3,500	187	0
SPED-Special Olympics Coach	\$3,000	187	0
Technology Devices	\$1,000	0	0

Campus Administrative Stipends School Action Fund (SAF) ¹	Supplemental Annualized Amount	Contract Days	Supplemental Days
Campus Administrative Intern	\$1,000	187	10
Principal Fellow	\$12,000	217-226	0
Targeted schools include Coyle MS, Lyles MS, Couch ES, Club Hill, ES, Handley ES, and Southgate ES.			
¹ Contingent upon available grant funding each year.			

Texas College Bridge Incentives	Annualized Rate	Payment Calendar
Texas College Bridge English Incentive (per course completion)	\$120	June
Texas College Bridge Math Incentive (per course completion)	\$120	September
Texas College Bridge CCR Advising Incentive (per course completion)	\$60	January

Educational Training Stipend	Annualized Rate	Payment Calendar
Dual Credit Award	\$5,000	September 100%
Non-Dual Credit Award	\$2,500	

Advanced Academics Achievement Stipends	Supplemental Annualized Amount
Advance Placement (AP) Lead Teacher	\$7,000
Advance Placement (AP) Coordinator	\$2,000
Advance Placement (AP) Reader	\$1,000
Advance Placement (AP) Course Enrollment Incentive	\$1,500
Advance Placement (AP) Exam Performance Incentive	\$1,500
Advance Placement (AP) Coordinator Incentive	\$1,000
Dual Credit	\$3,000
Early College Lead Teacher	\$7,000

Employee of the Year (One Time Payment)	Supplemental Annualized Amount
GISD Administrator of the Year	\$2,000
GISD Teacher of the Year	\$2,000
GISD Paraprofessional of the Year	\$2,000
Region 10 Teacher of the Year	\$3,000
Region 10 Administrator of the Year	\$3,000
Region 10 Nurse/Nurse Administrator of the Year	\$3,000
Texas TASA Teacher of the Year	\$4,000
Texas LSSCA Counselor of the Year	\$4,000
Texas TSNO Nurse/Nurse Administrator of the Year	\$4,000
Texas TEPSA/TASSP Administrator of the Year	\$4,000
National AASA Teacher of the Year	\$5,000
National ASCA Counselor of the Year	\$5,000
National NASN Nurse/Nurse Administrator of the Year	\$5,000
National AASA Administrator of the Year	\$5,000

2022-2023 Proposed Stipends

ATHLETICS COACHING STIPENDS

Coaching Stipend <u>High School</u>	Supplemental Annualized Amount	Contract Days	Supplemental Days
Athletics HS Head Coach ¹	\$5,000	187	15
Baseball	\$5,000	187	15
Cross Country	\$5,000	187	15
Gymnastics	\$5,000	187	15
Softball	\$5,000	187	15
Soccer	\$5,000	187	15
Track	\$5,000	187	15
Volleyball	\$5,000	187	15
Athletics HS Assistant Coach (2 sports)	\$4,500	187	15
Athletics HS Assistant Coach (3 sports)	\$7,500	187	15
Baseball ²	\$4,500	187	15
Basketball	\$4,500	187	15
Football	\$4,500	187	15
Cross Country	\$4,500	187	15
Soccer	\$4,500	187	15
Softball	\$4,500	187	15
Track	\$4,500	187	15
Volleyball	\$4,500	187	15
Athletics HS Football Defensive Coordinator	\$4,850	187	15
Athletics HS Football Offensive Coordinator	\$4,850	187	15
Athletics HS Basketball-Head Coach	\$5,750	187	15
Athletics HS Girls Sports Coordinator ³	\$2,150	187	33
Athletics HS Golf-Head Coach	\$4,100	187	0
Athletics HS Soccer Head Coach	\$2,500	187	15
Athletics HS Tennis-Head Coach	\$4,050	187	6
Athletics HS Trainer	\$5,500	187	15
Athletics HS One Sport Coach ⁴	\$2,500	187	0

Coaching Stipend <u>Middle School</u>	Supplemental Annualized Amount	Contract Days	Supplemental Days
Athletics MS Coach (2 sports)	\$3,300	187	6
Basketball	\$3,300	187	6
Football	\$3,300	187	6
Track	\$3,300	187	6
Volleyball	\$3,300	187	6
Athletics MS Coordinator	\$1,000	187	6
Athletics MS Soccer Coach ³	\$1,500	187	0

¹ Does not include Head Football Coach or Head Basketball Coach

² High School Basketball Lead Assistant Coaches only one sport

³ Additional Stipend for the coach assigned

⁴ Only with special approval of Athletic Department and School Principal

2022-2023 Proposed Supplemental Pay

Provision and Applications of Garland ISD District Salary Schedule

Hourly Employees

District personnel employed on an hourly basis are hired and placed on a wage scale commensurate with the position and established by the Board of Trustees and Administration. Under no circumstances is an hourly worker to be placed on a higher hourly rate of pay without prior authorization from Human Resources.

Payday

Payday is the 27th of each month for paid professional and paraprofessional employees. Payday will be the preceding Friday when the 27th falls on a weekend. In December, payday will be the last workday before winter break. For Biweekly paid employees (Food Service, Maintenance, Transportation, Warehouse, and Substitute), payday is every other Friday. An employee's payroll statement contains detailed information, including deductions, withholding information, and accumulated leave.

Mandatory Deductions

Medicare Tax - For all employees hired after April 1, 1986, a 1.45% Medicare Tax is deducted, which is matched by the district and sent to the Social Security Administration. The benefit of this tax to the employee is that at the age of 65, the employee would be eligible for free Medicare Part A coverage if this tax or a combination of this tax and regular Social Security participation has been paid for at least ten years (40 credits or 40 quarters).

Teacher Retirement - 7.75% of the employee's gross salary is sent to the Teacher Retirement System of Texas for deposit in the employee's account once the employee is eligible for TRS membership. This money accumulates with interest as a tax-deferred retirement benefit. The state contributes to the retirement system, also. The money that an employee contributes and the interest that money earns may be withdrawn only if the employee ceases to work for a Texas public school. Upon withdrawal, federal income tax is due on the principal and interest that has been treated as tax-deferred. For more detailed information on the retirement system, contact the Assistant Superintendent Human Resources (972) 487-3050 or call the Texas Teacher Retirement System at (800) 223- 8778 or visit the TRS website at www.trs.texas.gov.

TRS Care - TRS-Care receives state general revenue contributions equal to 1% of the salaries of all active public education employees. In addition to these contributions, TRS-Care is funded by retiree premiums as well as contributions from active public education employees and local school districts. The active public education employee contribution rate is 0.65% of payroll, while school districts contribute 0.55 % of payroll.

FICA Alternative- All employees who are not eligible to participate in the Teacher Retirement System of Texas (part-time, seasonal, temporary employees). Employees are not subject to Social Security taxes while covered by this plan. 7.65% of an employee's gross salary is contributed to the FICA Alternative Plan. Contributions to this plan are on a pretax basis. Any previously earned benefits under another retirement plan, such as Social Security, will not be reduced by participation in this plan.

2022-2023 Proposed Supplemental Pay

Provision and Applications of Garland ISD District Salary Schedule

Supplemental Salary for Advanced Hours/Degrees

- Supplemental salary amounts are paid for degrees conferred or hours earned by September 1 and reported to Human Resources by submitting official transcripts by October 1.
- All **classroom teachers and nurses** who have a master's degree are eligible to receive \$1,300 annually. This supplement is not paid to employees who are on a higher pay grade.
- All **teachers, professional support employees, and administrators** with earned doctorate degrees will receive \$2,000 annually. This supplement replaces the master's supplement and is not in addition to it.
- It is the responsibility of the employee to notify Human Resources of advanced degrees and provide OFFICIAL TRANSCRIPTS with the university's seal and degree conferred status by the announced deadline each year.

Per DK(Local): "Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may notify the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall not expect continuing assignment to any paid supplemental duty."

2022-2023 Proposed Supplemental Pay

Professional Categories of Pay details Rates

Professional Extended Day-Instructional	Rate per Hour \$30
Includes, but is not limited to:	
Saturday School	
Thursday School	
Zero Period	
Extended Day	
Enrichment	
ESL Extended Day	
Bike/Dance Grant-Project	
Curriculum Writing	
Evening School (ARI/AM/Title I, STAR, Credit Recovery)	

Professional Extended Day -Staff Development	Rate per Hour \$20¹
¹ Maximum 8 hours paid per day	

Professional Extended Day -Non-Instructional	Rate per Hour \$10
Includes, but is not limited to:	
Bus Duty	
Hall Monitor Duty	
Commons Monitor Duty	
Grounds Monitor Duty	
Marquee Maintenance	

Professional Extended Day-Special Qualifications²	
Includes, but is not limited to:	
Diagnosticians	² Rate dependent on Licensing / Qualification and Administrator approval
Therapists	
Security Officers	

Part-Time Temporary	
	Rate as listed on the individual job posting

2022-2023 Proposed Supplemental Pay

Guidelines for Supplemental Pay

- Policy DK (Local) states: “Non-contractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may notify the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall not expect continuing assignment to any paid supplemental duty.”
- Policy DEAA (Local) states: “The Superintendent or designee may assign non-contractual supplemental duties to personnel exempt under the Fair Labor Standards Act (FLSA), as needed. [See DK(LOCAL)] The employee shall be compensated for these assignments according to the compensation plan of the District.”
- Additional payment is given to a regular employee beyond their base pay for additional considerations or approved purposes at approved amounts and is comprised of:
 - **Stipends:** compensation that can be established on a regular basis with an equal amount per pay period being paid over the length of a contract or a specified period of time and for which monthly documentation is not required by Payroll or Human Resources. Human Resources must approve the approval of a stipend that is not attached to a position, such as travel expenses, or given due to employee status, such as advanced degrees or employment assignment, after consultation with appropriate administrators.
 - **Supplemental Pay:** compensation that is occasional, periodic, or sporadic for additional considerations by the employee and is not paid in equal amounts each pay period and for which specific documentation must be submitted and approved according to these guidelines.
- While not contractual, overtime is paid to employees considered Non- Exempt under the FLSA for work done beyond 40 hours per workweek. Approval of overtime should be given before the work, accompanied by supporting documentation to payroll, and approved according to district guidelines.
- All stipends and supplemental pay amounts or rates must be approved by the Board and published in the District Salary Schedule booklet.
- All monetary compensation to an employee must be made through the payroll system to maintain proper records for reporting purposes to state and federal agencies.
- **Non-Exempt Employees** under the FLSA include employees whose duties do not meet FLSA exemption criteria. Non-exempt employees will be compensated according to the following Supplemental Pay guidelines:

For work done over 37.5, but 40 or fewer hours per week, non-exempt employees who are scheduled for 37.5 hours per week shall be compensated in one of two ways:

- 1-Compensatory time equal to time worked

2-Pay equal to the straight time at their hourly rate, without any overtime calculation

Guidelines for Supplemental Pay

For work done over and above the 40-hour workweek, non-exempt employees shall be compensated in one of two ways:

- 1-Compensatory time equal to time-and-a-half of time worked
- 2-Pay equal to time-and-a-half of their hourly rate for time worked

- **Exempt employees** do **not** qualify for overtime pay or compensatory time
- **Administrators:** For the purpose of determining supplemental pay, the term administrator refers to any central office administrator, principal, or assistant principal. These individuals **do not** qualify for overtime or supplemental pay
 - **Exception:** Administrators may be eligible for additional pay if the work performed is beyond the scope of their professional contract duties. For example, they may supervise an athletic event for the athletic department or a summer school program as long as the work does not conflict with fulfilling their regular duties and responsibilities. Approval must be obtained explicitly in advance from the
- All supplemental pay items must be entered through Kronos, recording:
 - ✓ description of work performed
 - ✓ number of hours worked
 - ✓ time and date work was performed
 - ✓ applicable Kronos code associated with the appropriate budget code number
- All supplemental pay assignments must be conducted at a GISD facility unless done outside the district. Deviations must have prior approval.
- All supplemental pay must be recorded as hours worked at the preapproved hourly rate. No lump sum payments are permitted without a completed “Request for Deviation from Supplemental Pay Policy” form and approval of the Chief Officer or designee.
- All Kronos supplemental pay codes must be requested in advance and approved by the administrator or principal responsible for those supplemental pay funds, along with approval from the Business Office.
- Supplemental pay entered via Kronos will be approved by the appropriate principal, supervisor, or manager through the Oracle approval workflow. Unless otherwise noted in the Payroll Calendar, all approvals must be completed in Oracle by the 15th of each month.
- The Supplemental Pay rates are preset and coded to the approved Supplemental Pay Element in Oracle and cannot be changed without a written request submitted by completing a “Request for Deviation from Supplemental Pay Policy” form. Changes will be added to the Supplemental Pay Rate schedule.
- Supplemental pay must be budgeted within the school budget in fund 199 or approved project; no supplemental pay may be paid with 461 or 865 funds without prior approval from the Business Office.

- Employees shall not receive additional compensation for work within their assignment or position scope if it occurs during regular working hours within the published contract work dates unless specified in these guidelines

Guidelines for Supplemental Pay

- Before or after school duty, hall duty, CNS duty, bus duty, or other similar types of tasks that occur occasionally or on a rotating basis and occur within official school hours are considered part of the regular teaching assignment and are **not eligible** for additional compensation.

2022-2023 Proposed Teacher Incentive Allotment (TIA)

Performance Pay: Teacher Incentive Allotment (TIA)

For any funds received by Garland ISD for a designated teacher under the Teacher Incentive Allotment (TIA), 67.5% percent will be paid to the designated teacher. 22.5% percent will be paid equally to the other teachers on the designated teacher's campus (employees coded as 087). 5% percent will be paid equally to all other employees on the designated teacher's campus. The remaining 5% will be used for training and supporting the system, expansion of the system, administrative expenses, and professional development. Should the district receive funding for a designated teacher who has resigned or retired, the district will forward payment to the resigned or retired teacher as soon as practicable.

Pay increases will take into effect in accordance with the assignment workdays.

TIA Designated Teacher	67.5 % of funds
Teacher at the campus of TIA Designated Teacher	22.5 % of funds
Non-teaching staff at the campus of TIA Designated Teacher	5 % of funds

TIA compensation stipends will be eligible for use when calculating retirement benefits for TRS-eligible staff. Employees are responsible for paying both the employee and employer benefit and tax costs over what TIA funding covers. Actual TIA compensation amounts distributed will include deductions for federal income tax, Medicare tax, and TRS contributions as part of an employee's annual wages reported to the state and federal governments and the Teacher Retirement System (TRS).

- Eligibility for TIA Designated Teacher
 - ✓ PEIMS code 087
 - ✓ Hold a TEA Standard, Professional, Provisional or One-year certificate
 - To be eligible for compensation the staff member must be an employee for a minimum of 90 full time days or 180 days at half time for the specific school year.
 - Employees at multiple campuses will be eligible for a percentage comparable to the time serving at the designated campus.
 - Part-time staff will receive salary compensation for a minimum of 180 days at half time in the
- Compensation payout will be included in the last paycheck of the fiscal year.

2022-2023 State Minimum Salary Schedule for Non-Certified Teachers



Non-Certified Teachers

Employees who are either currently in a certification program or need to be entirely accepted into a certification program are offered Letters of Reasonable Assurance (LORA).

When certification program requirements are completed, their salaries will be adjusted, and contracts will be offered.

Requirements:

- ✓ Employee must provide an acceptance letter from an Alternative Certification Program
- ✓ Once the employee completes their Educator Preparation Program (EPP) Certification (SBEC), GISD will adjust their salary by the GISD teacher salary schedule, effective the issue date of their certificate.

2022-2023 Proposed Substitute Pay Scale

Substitutes	Classification Type	Daily Rate
	Secretaries/Clerks/Non Classroom	\$75.00
	Instructional Aides/Special Ed. Aide	\$85.00
	Associates/ 48 hours	\$100.00
	Degreed, Non-certified	\$100.00
	Degreed, Certified Teacher	\$115.00
	Retired GISD Certified Teacher	\$135.00
	Nurse	\$215.00

Long Term Pay Rates	Classification Type	Daily Rate
	Associates/ 48 hours, Degreed, Certified Teacher	\$135.00
	Degreed, Certified Teacher	\$150.00
	Retired GISD, Certified Teacher	\$150.00
<p>Substitute teachers that work 10 days in a row in the same substitute teaching position, increase in pay on the 11th day without a break in service. As long as substitute doesn't miss a full day, long-term pay will continue. Half-days do not break the sequence.</p> <p>Long Term Pay Rates do not apply to aide positions.</p>		

Substitute Retention Stipend	Eligibility	Payment Calendar
	Substitutes who work at least 50 days or more per semester will be eligible to receive the retention stipend.	\$350 January June

Should you have any questions, please contact the Human Resources Department at salary@garlandisd.net.



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Region X Multi-Region Purchasing Cooperative Agreement

Agenda Section: Action Item

Administrator Responsible: Mr. Mark A. Booker
Executive Director of Purchasing

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Provided is information for approval for Region X multi-region purchasing cooperative agreement. It is staff's recommendation that the agreement be approved.

This agenda item was reviewed during the Finance Committee Meeting on June 14, 2022.

Administrative Recommendations:

Provided for your consideration.



Department of Purchasing

MEMORANDUM

DATE: May 24, 2022

TO: Brent Ringo, Chief Financial Officer
Brandy Mayo, Executive Director of Budget

FROM: Mark A. Booker *mas*
Director of Purchasing

SUBJECT: Approve Region X Multi-Region Purchasing Cooperative Agreement

The Student Nutrition Services Department has expressed a desire to participate in the Region X Multi-Region Purchasing Cooperative Agreement. It is recommended that the Board of Trustees approve the agreement as permitted by Chapter 791 of the Texas Government Code.

The cooperative does not have a participation fee and is similar to agreements we currently have with other cooperatives. The purchasing department recommends approval at the June 28, 2022 Board of Trustee Meeting.

INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-12) is to be completed by all contracting entities (CE) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for school year 2022-2023, i.e., July 1, 2022, through June 30, 2023. If completed, a fully executed copy will be returned to the CE and kept on file with R10MRPC.

Each CE wishing to purchase from any procured and awarded bids must complete and sign all required pages. Each CE is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase through a customized software program prior to all bid renewals or releases.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees and returned no later than January 31, 2022. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.

Contracting Parties

Region 10 Education Service Center Fiscal Agent/Coordinating Entity	057-950 County District Number	
Garland Independent School District District/Contracting Entity (CE)	057-909 CE County District Number	TX-UNPS CE ID

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation, members are required to provide estimated quantities/forecast each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Food for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System and Safety Training (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk-Full Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a CE may "materially changes the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the CE. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. CEs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each CE represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during

normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the CE.

Primary and Secondary Contact. The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by participating members.

The R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

Certificate of Authority/FND-101 Form. The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District that plans to commit entitlement to the USDA processed commodity program, to submit an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the participating member's TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent or Authorized Person of the CE for each employee of the co-op. An FND-101 form needed for each R10MRPC/Fiscal Agent employee will be included with the Interlocal Bid Participation Agreement. Previously signed FND-101 forms signed and currently held at TDA are still active until the R10MRPC employee is no longer employed. At that time, R10MRPC will send a form to remove that employee from the CE's TX-UNPS file.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement trainings as group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests For Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
 - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
 - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c
 - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
 - d. Texas Education Code 44.031 relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its CEs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
 - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
 - a. Track and assist CEs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist CEs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - c. Assist CEs with the utilization of carryover pounds to avoid swept inventory.
 - d. Provide CEs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
 - e. Make all surveys open to the CEs as surveys are opened by TDA.
 - f. Provide the list of commodity items to CEs for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from CEs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.

10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all CEs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide CEs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and CEs.
14. Provide CEs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.

Role of the CE:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following CE execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing on selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the CE is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12, ProcessorLink, Lunchline Inc., or other) on a regular basis; and report inventory issues to R10MRPC.
 - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.

- d. The CE shall maintain copies of the original Child Nutrition (“CN”) Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
- e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

BID PARTICIPATION SELECTIONS for SY 2022-2023

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/CE, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2022, through June 30, 2023.

The R10MRPC formally procures several competitive RFPs (Request For Proposal) on behalf of all participating members. Each CE member is required to complete this Bid Participation Agreement and forecast all planned products if they wish to purchase from any MRPC awarded bid during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2022-2023.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, CE members should seriously consider each selected bid as member forecasting of each product planned is required prior to each bid release.

X	Full-Line Grocery, NOI/FFS Distributor
	USDA Foods For Further Processing
	Milk: Full-Service Delivery
X	Fresh Bread
	Ice Cream Novelties
	Beverages - Contained
	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

	Dispensed Fruit Beverages
	Chips & Snacks
	Fresh Meats and Produce
	Small Wares
	Kitchen Chemicals & Cleaning Supplies
X	Sanitation Systems & Safety Training

Please attach a complete list of all campus sites that will receive delivery:

1. Campus name
2. Campus Address
3. Campus Phone Number
4. Campus County

**Interlocal Agreement for SY 2022-2023
Signature and Authorization Form**

By signing this page, the CE confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2022, Garland Independent School District and the Region 10 Education Service Center/Fiscal District Name/Contracting Entity (CE)

As the authorized Agent for the Board of Trustees of CE, I do hereby execute and enter into this Interlocal Agreement, including Bid Participation, on behalf of CE and intend CE to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

<u>Garland Independent School District</u>	<u>Region 10</u>	<u>2022-2023</u>
District/CE Name	ESC Region	2021-2022 Enrollment
70	Dallas	
# Of Participating Campuses	County/Countries in Which Campuses are Located	
Jennifer Miller	X	
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact	Date Signed
JMMiller@garlandisd.net		972-487-4172
Email: Primary Contact		Phone: Primary Contact
Holly Frias	HBFrias@garlandisd.net	
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
972-487-4216		
Phone: Secondary Foodservice Contact		

Board of Director Approval: Signature or Attached Meeting Minutes are acceptable.

Wes Johnson, Board of Trustees President	
Printed Name: Authorized Board Director	
X	
Signature: Authorized Board Director	Date Signed



		Keri Warnick
R10MRPC Authorized Signature		R10MRPC Contact Person
Program Coordinator		972-348-1448
Title of Contact Person		Office Phone

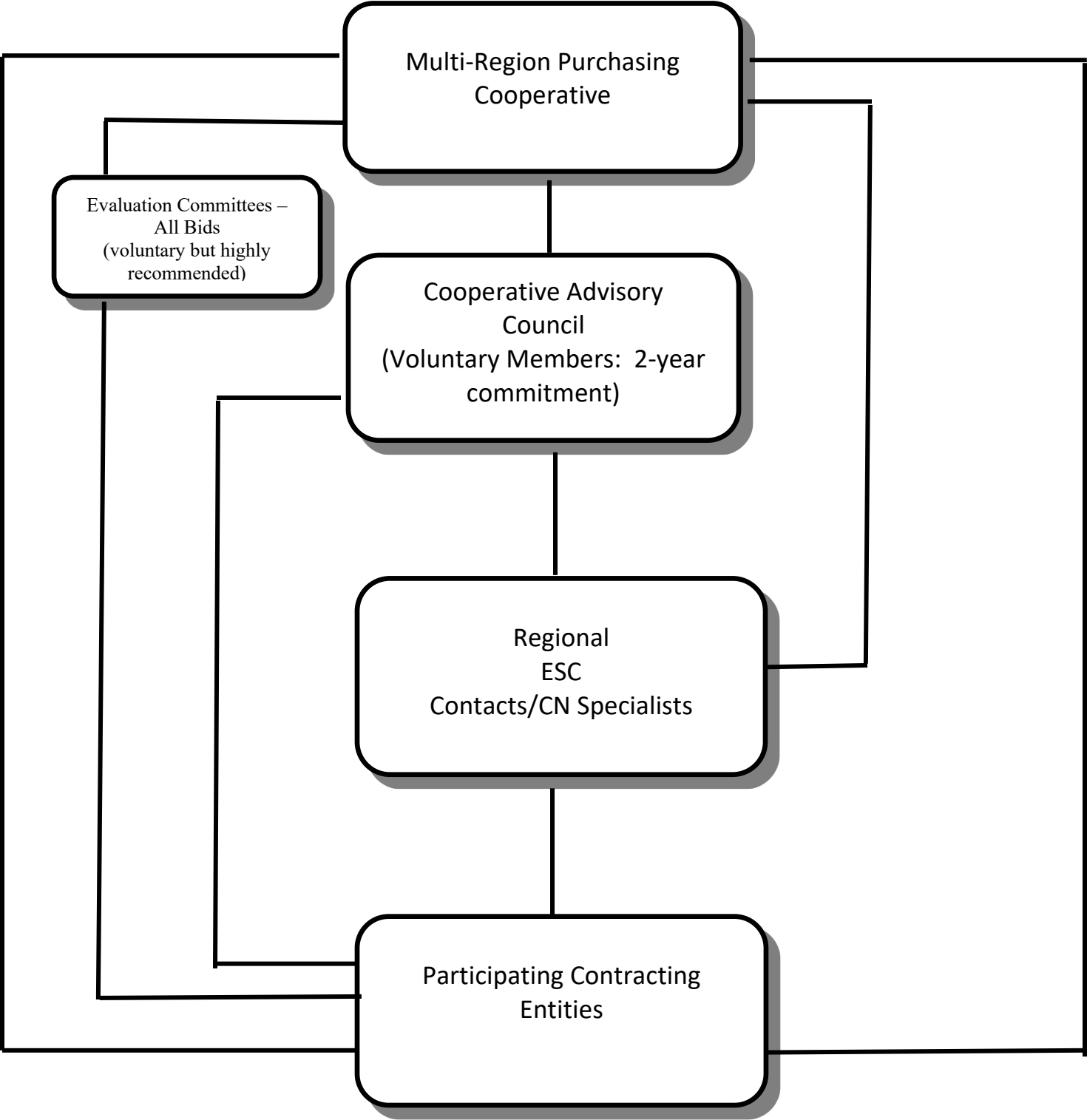
Currently Awarded RFP's: Overview

Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is a current list of offered and awarded bids along with the description and plans for SY 2022-2023.

Bid Category	SY 21-22 RFP #	Bid Description	SY 21-22 Awarded Vendor(s)	Will this bid be renewed for SY 22-23	In which Contract Year will this RFP be in SY22-23
Beverages - Container	2018-01	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	Coca Cola; Dr Pepper; Master's Distribution	No/ going out for new bid	1 of 5
Chips & Snacks	2018-04	Smart Snack approved chips and snacks for a' la carte sales	Master's Distribution	No/ going out for new bid	1 of 5
Small Wares	2018-06	All types of small wares for foodservice needs	Kirby; Pasco	No/ going out for new bid	1 of 5
Kitchen Chemicals & Cleaning Supplies	2019-02	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	EcoLab; Kirby	No/ going out for new bid	1 of 5
Full-Line Grocery, NOI & FFS	2021-02	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	Labatt	Yes	2 of 5
Milk - Full Service Delivery	2021-03	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed	Borden Dairy; Oak Farms	Yes	2 of 5
Fresh Produce & Raw Meats	2021-06	Fresh produce and raw meats; produce held to weekly market price	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms	Yes	2 of 5

Bid Category	SY 21-22 RFP #	Bid Description	SY 21-22 Awarded Vendor(s)	Will this bid be renewed for SY 22-23	In which Contract Year will this RFP be in SY22-23
Manufacturer Direct-to-District	2021-08	Direct delivery in large quantities to approved CEs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.		Yes	2 of 5
Dispensed Fruit Beverages	2021-11	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	Trident Beverage	Yes	2 of 5
Sanitation Systems & Safety Training	2021-15	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	SFS PortionPac; Sanitech	Yes	2 of 5
Fresh Bread	2021-04	Direct delivery from bread vendor to campuses. Fresh bread products	Bimbo Bakery; Flowers Baking of Tyler; Flowers Baking of Denton; Kurz Bread	Yes	2 of 5

Region 10 Education Service Center
Multi-Region Purchasing Cooperative





**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Staff Parking Expansion at Sam Houston Middle School

Agenda Section: Action Item

Administrator Responsible: Mr. Javier Fernandez
Director of Facilities Planning and Construction Services

Board Goal Objective:

Not Applicable.

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

To provide additional staff parking, it is staff's recommendation for staff parking expansion at Sam Houston Middle School.

The estimated total amount of the project is \$623,400. Potential funding is indicated below.

Local Capital Projects (654)

This agenda item was presented to the Facilities Committee and Finance Committee for review on June 14, 2022.

Administrative Recommendations:

Provided for consideration.

Sam Houston Middle School Staff Parking Expansion

Board Meeting

June 28, 2022



Staff Parking Expansion Existing Condition



Staff Parking Expansion Existing Condition



Google

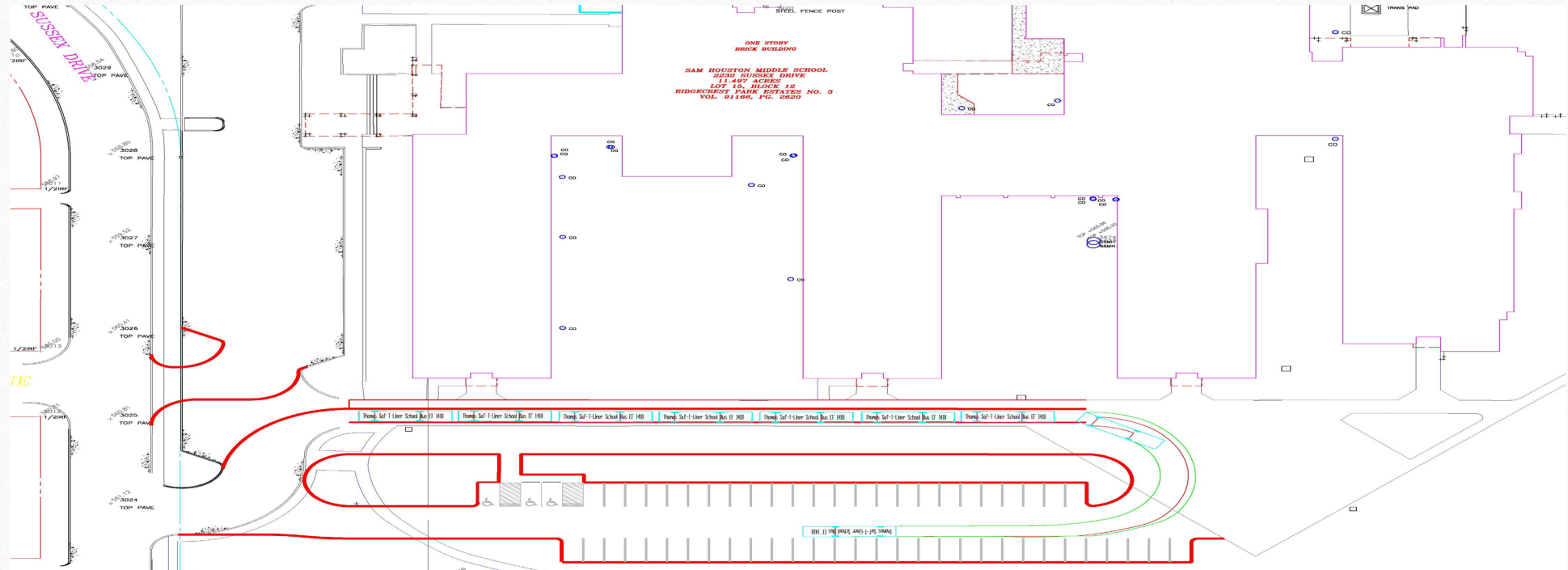
Staff Parking Expansion Existing Condition



Staff Parking Expansion

- Facility has limited on site parking
 - Front: 52 spaces / 3 ADA
 - Westside: 19 spaces / 2 ADA
- 108 Facility Teachers and Staff:
 - Staff park on grass and within play area/turn around
 - Propose expanding parking with 53 additional spaces and 3 ADA spaces

Staff Parking Expansion





043 Sam Houston Middle School		2022
Staff Parking Expansion		
Description		Budget Estimate
Construction		
Parking Lot Expansion to Include Landscape and Lighting		\$ 500,000
Permit	2.00%	\$ 10,000
Total Construction		\$ 510,000
Construction Contingency	7.00%	\$ 35,000
Total Construction and Contingency		\$ 545,000
Design		
Engineering Fee	7.80%	\$ 26,800
Reimbursable	14.9%	\$ 4,000
Additional Services	29.9%	\$ 8,000
Total Design		\$ 38,800
Miscellaneous		
Geotechnical	1.28%	\$ 7,000
Construction Materials Testing	0.70%	\$ 30,000
Legal Fees		\$ 2,500
Proposal Advertising		\$ 100
Total Miscellaneous		\$ 39,600
Technology		
Infrastructure		\$ -
Total Technology		\$ -
Safety and Security		
Keyless Card Access		\$ -
Total Safety and Security		\$ -
TOTAL		\$ 623,400



Project: Staff Parking Expansion			
Campus: Sam Houston Middle School			
Engineering Firm: RLK Engineering			
Task	Duration	Start	Finish
Planning	2wk	Fri, Jul 1, 22	Mon, Jul 18, 22
Design	8wk	Mon, Jul 18, 22	Fri, Sep 9, 22
Permitting	30d	Fri, Sep 9, 22	Fri, Oct 21, 22
Procurement	45d	Tue, Oct 25, 22	Fri, Dec 23, 22
Construction	3mos	Fri, Dec 23, 22	Fri, Mar 31, 23
Close Out	1mo	Fri, Mar 31, 23	Mon, May 1, 23

2022																2023																											
Jul				Aug				Sep				Oct				Nov				Dec				Jan				Feb				Mar				Apr				May			
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Above schedule is preliminary and subject to change

Comments / Questions



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Replacement of Greenhouse at Naaman Forest High School

Agenda Section: Action Item

Administrator Responsible: Mr. Javier Fernandez
Director of Facilities Planning and Construction Services

Mr. Coleman Bruman
Director of Career and Technical Education

Board Goal Objective:

Not Applicable.

Superintendent's Goal:

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Based on the fact that the greenhouse has reached end-of-life, it is staff's recommendation that the greenhouse be replaced at Naaman Forest High School.

The estimated total amount of the project is \$379,354. Potential funding is indicated below.

Local Capital Projects (654)

This agenda item was presented to the Facilities Committee and Finance Committee for review on June 14, 2022.

Administrative Recommendations:

Provided for your consideration.

Replacement of Greenhouse at Naaman Forest High School

Board Meeting

June 28, 2022

Risk Assessment Report

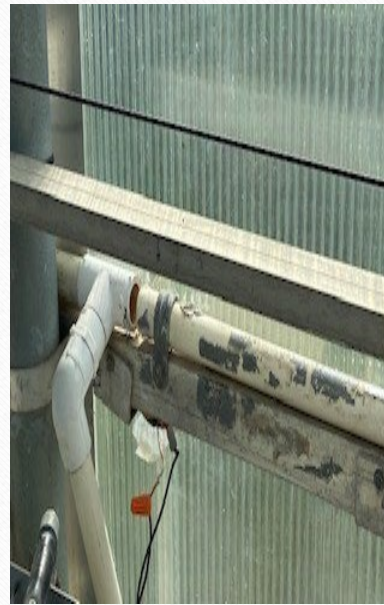
- **Purpose:** On 4/27/22, Risk Management conducted a risk assessment to evaluate the overall safety and functionality of the greenhouse at Naaman Forest High School.
- **Risk Assessment:** There are a number of risks, hazards and overdue needed facility updates identified in this report for the greenhouse at Naaman Forest High School.
- **Recommendations:** Improvements are recommended for the total facility and grounds due to structural damage, corrosion, inoperable equipment and missing controls needed for the continued safe and productive use of the greenhouse at Naaman Forest High School.



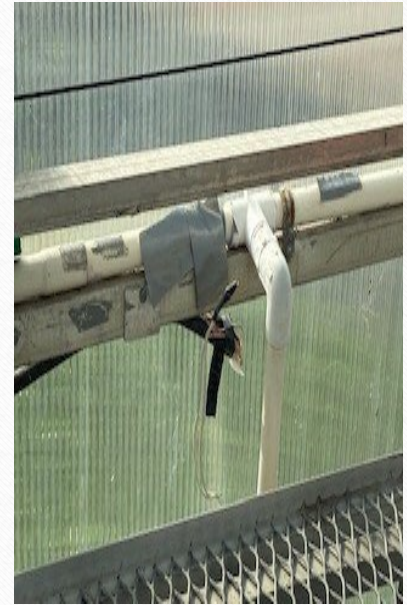
- Damaged doors that do not seal. Hoses being run underneath doors due to lack of sprinklers causing damage to some frames and seals.



- Blower fans of which the speed controls are missing and not adjustable.



- Cracked and unfitted PVC piping throughout greenhouse.



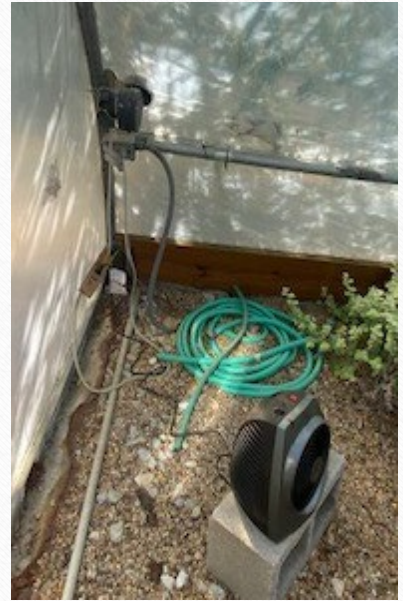
- Piping is being held together by duct tape in a few areas.



- Corrosion of metal support structures inside greenhouse.



- Propped and rusted machinery with exposed wiring.



- Heating elements are not functioning. Using propped personal heaters plugged into a surge protector (safety violation and fire hazard).



- Rolling tables are rusted, damaged and has broken leg supports. Add-ons to some of the tables compromise their stability for use.



- Metal filter clogged and damaged.



- Sprinklers are not functioning to water plants.



- Uncovered roof uses ropes as makeshift support and is unattached.



- Uncovered roof support structure is rusted and cracked in several places.



- Loose metal poles laying on top of roofing structure.



- Pooled dirty water near an open faced electrical outlet.



- Damaged gutter downspouts. Makeshift support structures and items in walk areas.



- Unmaintained work spaces and no designated walk areas with rusted tables directly outside greenhouse.



- Loose debris in walk spaces and uneven sidewalks.



Naaman Forest High School Horticulture

- Program Enrollment for 2021-2022 = 213
- Program Enrollment for 2022-2023 = 357
- 67.6% Increase in Enrollment

Possible Teachers' Schedules

- Tim Closs

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8
Floral Design	Turf Grass S1 Landscape S2	Floral Design	Conference	Floral Design	Floral Design	Sm Animal S1 Sm Animal S2	Conference

- Karen Forbes

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8
Horticulture Science	Horticulture Science	Greenhouse	Conference	Horticulture Science	Landscape S1 Landscape S2	Practicum in AFNR	

Horticulture Clean Out Plan

- Dumpster Arrives: May 20, 2022
- Major Trash and Equipment Salvage: June 8, 2022
- Finish Area Clean Up Inside and Outside: July 15, 2022



008 Naaman Forest High School Greenhouse Replacement		2022 3/28/22
Description		Budget Estimate
Construction		
Removal and Replacement		\$ 268,403
Permit	2.00%	\$ 5,368
Total Construction		\$ 273,771
Construction Contingency	5.00%	\$ 13,420
Total Construction and Contingency		\$ 287,191
Design		
Architect and Engineering Fee		\$ 28,118
Reimbursable		\$ 8,000
Additional Services		\$ 7,000
Total Design		\$ 43,118
Miscellaneous		
Geotechnical (If Necessary)	5.00%	\$ 13,420
Construction Materials Testing (If Necessary)	5.00%	\$ 13,420
Commissioning	0.90%	\$ -
Roof Consultant	0.50%	\$ -
Test & Balance	4.00%	\$ 10,736
Moving	1.00%	\$ -
Proposal Advertising	0.05%	\$ 134
Legal Services	LS	\$ 2,500
Total Miscellaneous		\$ 40,211
Abatement		
Abatement Consultant	0.5%	\$ -
Abatement Contractor	1.5%	\$ -
Total Abatement		\$ -
Furniture, Fixtures and Equipment		
FF&E	LS	\$ 5,000
Total FF&E		\$ 5,000
Technology		
Infrastructure	LS	\$ 3,834
Total Technology		\$ 3,834
Safety and Security		
Infrastructure	LS	\$ -
Total Safety and Security		\$ -
TOTAL		\$ 379,354

Comments/Questions



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consideration of the Memorandum of Understanding (MOU) for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Agenda Section: Action Items

Administrator Responsible: Dr. Babetta Hemphill
Executive Director of Student Services/School Choice

Board Goal Objective:

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Supplementary Information - MOU JJAEP students who have committed certain infractions are placed at the Dallas County JJAEP. The district maintains a memo of understanding to ensure students may be placed in their programming. The MOU will be submitted for approval at the June 28th Board of Trustees Meeting.

Administrative Recommendations:

Provided for your information only.

Memo

To: GISD School Board Trustees

From: Ms. Mary Garcia, Assistant Director of Student Services
Dr. Babetta Hemphill, Executive Director of Student Services and School Choice

CC: Dr. Ricardo López, GISD Superintendent
Dr. Susanna Russell, Chief Leadership and Academic Officer
Dr. Kimberly Caddell, Assistant Superintendent Curriculum and Instruction

Date: June 28, 2022

Subject: Memorandum of Understanding with the Dallas County Juvenile

During the GISD School Board's District Affairs Committee meeting to be held on June 14, 2022, Trustees will be provided with the Memo of Understanding with the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

Chapter 37 of the Texas Education Code requires that in those counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs. The responsibilities of school districts and county juvenile boards as to the operation and funding of such programs must be outlined in a joint memorandum of understanding pursuant to Texas Education Code Section 37.011 (k); and (2) The educational spectrum available for youth provided under Chapter 37 of the Texas Education Code requires the creation of alternative education programs in each independent school district operating in Dallas County and the creation of a Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). The purpose of this MOU is to -

- (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school;
- (b) to return students to the school setting when appropriate;
- (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting;
- (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and
- (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

No significant revisions have been made to the document since last approved before the 2021-22 school year. The administration recommends approval of the MOU at the June 28, 2022, meeting of the Board of Trustees.

2022-2023

Dallas County Juvenile Justice Alternative Education Program

Memorandum Of Understanding

Carrollton/Farmers Branch ISD - Cedar Hill ISD - Coppell ISD - Dallas
County Juvenile Justice Board - Dallas ISD -
DeSoto ISD - Duncanville ISD - Garland ISD - Grand Prairie ISD - Highland
Park ISD - Irving ISD - Lancaster ISD -
Mesquite ISD - Region 10 ESC - Richardson ISD - Sunnyvale ISD

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District Approval Signature Page		

2022-2023

DCJJAEP GOVERNANCE COMMITTEE

COMMITTEE CHAIR	LaEvening Woodard – Region 10 Program Coord.
COMMITTEE VICE - CHAIR	Janet Allen, <i>Dallas ISD</i>
COMMITTEE CO - CHAIR	Jennifer Villines, <i>Coppell ISD*</i>

GOVERNANCE PLANNING COMMITTEE

PLANNING COMMITTEE CHAIR	Scott Sralla, <i>Irving ISD</i>
PLANNING COMMITTEE MEMBERS	Rich Laffey , <i>Grand Prairie ISD*</i> Cristy Hirsh, <i>Highland Park ISD</i> Jason Tharp, <i>Richardson ISD*</i> LaEvening Woodard, <i>Region 10 Education Service Center</i>

GOVERNANCE COMMITTEE

CARROLLTON / FARMERS BRANCH ISD	Dr. Patricia Franklin
CEDAR HILL ISD	Dr. Norbert Whitaker
COPPELL ISD	Jennifer Villines
DALLAS COUNTY JUVENILE DEPARTMENT AND DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP)	Susan Sanders, Donnie Coffman, Karen Ramos
DALLAS ISD	Janet Allen
DESOTO ISD	Bridget Nevels, Leon Darden
DUNCANVILLE ISD	Pamela Brown
GARLAND ISD	Mary Garcia
GRAND PRAIRIE ISD	Rich Laffey
HIGHLAND PARK ISD	Cristy Hirsh
IRVING ISD	Scott Sralla
LANCASTER ISD	Dr. Antionette Mathews, Brenda Corpus
MESQUITE ISD	Dr. Valerie Nelson
REGION 10 EDUCATION SERVICE CENTER (ESC)	LaEvening Woodard
RICHARDSON ISD	Dr. Jason Tharp
SUNNYVALE ISD	Dr. Christi Morgan

COMMITTEE ADVISORY MEMBERS

DALLAS ISD FOOD AND CHILD NUTRITION SERVICES	Debra Owens
REGION 10 (ESC) - SPECIAL EDUCATION	Stacey Glosson □ Dr. April Estrada*
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP) - SPECIAL EDUCATION	Dr. Michelle DeLaGarza - <i>Diagnostic Assessment Services (DAS)</i>
DALLAS COUNTY JUVENILE JUSTICE DEPARTMENT - TRANSPORTATION	Unassigned

FISCAL AGENT	Jill Hamilton, <i>Region 10 Education Service Center</i>
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* Member Services Appreciated through 2018

***** Legal Compliance *****
 Leon Alcala, PLLC
 2901 Via Fortuna, Bldg 6, Suite 475
 Austin, TX 78746
 512.637.4244

**MEMORANDUM OF UNDERSTANDING
REGARDING DALLAS COUNTY JUVENILE
JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding (sometimes referred to herein as “Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2022. The Parties to this Agreement are, the Dallas County Juvenile Board (“DCJB”), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the “ISDs”). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

(1) Chapter 37 of the Texas Education Code requires that in those counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs. The responsibilities of school districts and county juvenile boards as to the operation and funding of such programs must be outlined in a joint memorandum of understanding pursuant to Texas Education Code Section 37.011 (k); and

(2) The educational spectrum available for youth provided under Chapter 37 of the Texas Education Code requires the creation of alternative education programs in each independent school district operating in Dallas County and the creation of a Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). This partnership between the DCJB and the ISDs necessitates a memorandum of understanding defining the Parties' responsibilities to ensure the success of such alternative education programs; and

(3) The ISDs wish to reach an agreement with the DCJB as to the placement of students expelled from school under the provisions of Texas Education Code Sections 37.007 (b), (c), and (f); and

(4) The Dallas County Juvenile Board, Dallas County Schools, Region 10 Education Service Center,

and the ISDs agree that the goals of this Memorandum of Understanding are (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school; (b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

NOW THEREFORE, BY THIS MEMORANDUM OF UNDERSTANDING IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES AS FOLLOWS:

SECTION ONE: DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall be used:

- (A) “**Academic review team**” shall mean those persons responsible for reviewing a student’s academic progress in accordance with Texas Education Code Section 37.011(d); that is, the DCJB or its designee, and the parent or guardian of the student.
- (B) “**Discretionary expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is permitted but not required pursuant to the provisions of Texas Education Chapter 37. The term “discretionary expulsion” shall also refer to students who are registered sex offenders and who are removed from the regular educational setting and placed in the DCJJAEP pursuant to this Agreement.
- (C) “**Liaison**” shall be a person designated to act on behalf of a party to this Agreement with authority to bind such party regarding the day-to-day operation of the DCJJAEP. Each party to this Agreement shall designate a primary and alternate liaison and shall notify all other parties of such designation in writing within a reasonable period after execution of this Agreement. In the event no designation is made, the superintendent of schools / county judge shall be the designated liaison for that party for purposes of such communications.
- (D) “**Mandatory expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is required pursuant to the provisions of Texas Education Code Chapter 37.
- (E) “**Student**” shall mean any person aged ten years or older and admitted into the public schools of an ISD under this MOU under Texas Education Code 25.001(b).
- (F) The Governance Committee will review and make recommendations to the DCJJAEP Code of Conduct.
- (G) The Governance Committee will review and make recommendations to the DCJJAEP Operating Procedures.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The DCJJAEP will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be subject to removal from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definition of serious misbehavior that may result in removal from the school district alternative education program under Texas Education Code Section 37.007 (c):

“Serious misbehavior” shall mean:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others.
- (2) Extortion, meaning the gaining of money or other property by force or threat.
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- (4) Conduct that constitutes the offense of:
 - (A) Public lewdness under Section 21.07, Penal Code.
 - (B) Indecent exposure under Section 21.08, Penal Code.
 - (C) Criminal mischief under Section 28.03, Penal Code.
 - (D) Personal hazing under Section 37.152; or
 - (E) Harassment of a student or district employee under Section 42.07(a) (1), Penal Code.

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD’s educational programs.

2.3 Pursuant to Texas Education Code Section 37.309(b)(1), a student who is a registered sex offender

and is removed from the regular educational program pursuant to Subchapter I, Chapter 37, Texas Education Code, shall be placed in the DCJJAEP in the same manner as a discretionary placement student pursuant to Section 4 of this Agreement. Pursuant to Texas Education Code Section 37.310, funding for students placed in the DCJJAEP under this paragraph shall be paid in the same manner as discretionary expulsion students under Section 12 of this Agreement.

SECTION THREE: GOVERNANCE OF DCJJAEP

3.1 Composition of Governing Body - The DCJJAEP shall operate as a function of the Dallas County Juvenile Board, independent and apart from the other parties to this Memorandum of Understanding. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Memorandum of Understanding other than the DCJB. All final decisions regarding the operation of the DCJJAEP shall be made by the DCJB, consistent with this Agreement.

3.2 Governance Committee - The role of the DCJJAEP Governance Committee shall be to provide advice and consultation to the DCJB in matters involving the operation of the DCJJAEP. Upon execution of this Memorandum of Understanding, the DCJB will establish a DCJJAEP Governance Committee consisting of one administrative representative from each ISD, said representatives to be chosen by the respective ISD, one representative of the Region 10 Education Service Center, and two additional representatives designated by the DCJB. The DCJJAEP administrator shall serve as an ex-officio member of the Governance Committee. In making appointments to the Governance Committee, all parties to the Memorandum of Understanding agree to make their best effort to appoint representatives that reflect the ethnic and cultural diversity of the student population served by the DCJJAEP.

3.3 Quorum and Voting - A majority of the members of the DCJJAEP Governance Committee shall constitute a quorum. The DCJJAEP Governance Committee shall act by and through resolutions, motions or orders adopted or passed by the DCJJAEP Governance Committee upon the vote of the majority of the members of the DCJJAEP Governance Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair and Vice-Chair - At the initial meeting of the DCJJAEP Governance Committee, the

members in attendance shall select a Chair and Vice-Chair by the affirmative vote of a majority of the members. The Chair shall preside over the meetings of the Committee and shall be responsible for scheduling regular and special called meetings of the Committee, including the provision of notice thereof. In the absence or disability of the Chair, his/her duties shall be performed, and his/her powers may be exercised by the Vice-Chair. The Vice-Chair shall generally assist the Chair and shall have such powers and shall perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Chair of the DCJJAEP Governance Committee.

The Chair and Vice-Chair shall serve in their respective capacities until tendering written resignation(s), or until replacement by a majority vote of the members of the DCJJAEP Governance Committee. The Chair and Vice-Chair shall be entitled to vote on all matters coming before the DCJJAEP Governance Committee.

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.7 Notice of Meetings - Written notice of all meetings of the DCJJAEP Governance Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Governance Committee shall transmit to each member of the Governance Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.8 Duties - The duties of the DCJJAEP Governance Committee shall include, but not be limited to the following:

- (A) To develop recommended operating policies and review the operations, policies, and procedures of the DCJJAEP, and to make advisory recommendations to the DCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto.
- (B) To periodically evaluate and report to the parties regarding the ongoing success of the DCJJAEP in providing alternative education to students within the DCJJAEP.

- (C) To participate in an advisory capacity in the development of the annual operating budget for the DCJJAEP, including adjustments to the annual per student rate charged to each member ISD for discretionary expulsion students served by the DCJJAEP; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the DCJJAEP; and to monitor reimbursement to the Fiscal Agent (as hereinafter defined) for its administrative expenses in connection with its responsibilities as set forth in Section Twelve herein;
- (D) To review the contractual arrangements of the DCJB with any providers of goods and services in connection with the creation and operation of the DCJJAEP, and to make recommendations to the DCJB in connection with such contracts.
- (E) To advise the local community of all matters within the public interest relating to the creation, operation, and performance results of the DCJJAEP.
- (F) To facilitate coordination with the parties to this Memorandum of Understanding on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the DCJJAEP and the subsequent transition through the ISDs' alternative education programs.
- (G) To assist the Chief Probation Officer or designee, the Deputy Director of Education, in developing a priority system for acceptance of discretionary expulsion student in the DCJJAEP in the event space becomes limited.
- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To appoint a liaison to inform the Governance Committee regarding pending legislative issues and updates.

3.9 Conflict of Interest - No member of the DCJJAEP Governance Committee shall participate in any vote or discussion upon any matter in which the Committee member, or any person related to that member within the second degree of affinity or consanguinity, has a pecuniary interest. In the event of a conflict of interest, the Committee member shall state the nature of such conflict and thereafter shall refrain from further participation in the matter.

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

4.1 The parties to this Agreement acknowledge that Texas Education Code Section 37.010(a) requires that every student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide education services to all students who have been removed from the school setting and who are under the jurisdiction of the juvenile court, subject to the terms and conditions of this Agreement.

4.2 Students who are removed from the school district setting will be afforded due process at the ISD as provided by school district policy and federal and state law.

4.3 Any student who has been removed from a school district setting may be referred for placement in either the DCJJAEP or in the appropriate school district alternative educational program upon recommendation of the Case Review Committee as further defined in Section Five herein.

4.4 Every party to this Agreement shall designate a Liaison as defined in Section 1.1(C), who shall be the person responsible for day-to-day communications with the other parties to this Agreement concerning the operation of the DCJJAEP.

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.6 It is the intent of the parties to this Agreement to request that every student who has been removed from an ISD as a mandatory expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice. It is the intent of the parties to the Agreement that every student who has been removed from an ISD as a discretionary expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice, so long as adequate space is available in the DCJJAEP. Any juvenile court order placing a student in a residential placement during the student's period of assignment to the DCJJAEP may run in concurrence with that assignment unless a local ISD's policy dictates otherwise. In the event that sufficient space is unavailable in the

DCJJAEP, a discretionary expulsion student may be ordered by the juvenile court to attend the alternative education program operated by the ISD from which the student was expelled until such time as space becomes available in the DCJJAEP; in the event space later becomes available in the DCJJAEP, it is the intention of the parties that the order shall provide that the student be assigned to the DCJJAEP for the time remaining in the student's period of removal. It is the intent of the parties that there be no material interruption in the provision of educational services to expelled students under this Memorandum of Understanding.

4.7 Any student who has not been removed from the school setting but is recommended for placement in the DCJJAEP by the juvenile department or is court-ordered to that placement shall be admitted if space is available. Mandatory and discretionary expulsions from ISDs take priority in such instances.

4.8 Failure of an ISD to timely notify the juvenile court of a student's expulsion pursuant to Texas Family Code Section 52.041 shall result in the ISD's duty to continue to educate that student until such time as the notification to the DCJB is properly made.

4.9 The DCJB shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJB ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court may immediately order the student to attend the DCJJAEP, pending resolution of the disciplinary action, including any due process hearings, at the ISD.

4.10 It is the intent of the Parties hereto that for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's home school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall be requested to consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, and providing the student meets the requirements for admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such

student to the school district alternative education program.

4.11 In order to avoid undue disruption in the educational process for students attending DCJJAEP under this Agreement, in assigning a term of expulsion, the ISD expelling the student shall consider a term of expulsion as follows:

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies, and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.
- (C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:
 - i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments.
 - ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of either the first or second semester; and
 - iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

The term of expulsion will terminate on the Friday following the completion of the assigned days, or at the conclusion of the next six- or nine-week grading period, with the mutual agreement of the expelling ISD and the DCJJAEP.

4.12 In the event a student engages in conduct for which the student may be subject to expulsion, and the student seeks to withdraw from school prior to receiving a hearing and a final order of expulsion, the ISDs agree that all procedural requirements will be completed to finalize an expulsion order before finalizing the student withdrawal.

4.13 Neither student nor parents or guardian of a student placed in the DCJJAEP shall be required to pay a fee, including an entrance fee or supply fee, for participating in the DCJJAEP unless law authorizes such fee.

SECTION FIVE: CASE REVIEW COMMITTEES

5.1 The Case Review Committee is hereby created for the purpose of:

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion.
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student's records for each student referred to the DCJJAEP.
- (C) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document.
- (D) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (E) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

5.2 The Case Review Committee shall review and make placement recommendations for those students who have been removed from an ISD's regular educational program and for whom placement in the DCJJAEP under this Agreement is authorized. The Case Review Committee shall be composed of, but not limited to, four members: the ISD representative making the referral, the ISD Special Education representative, one certified teacher from the service provider and two representatives of the DCJB, one of whom is the chair. It is strongly recommended the ISD provide Special Education representation. The DCJJAEP school administrator or his or her designee will participate as an ex officio member of the Case Review Committee.

5.3 It is the intent of this Memorandum of Understanding that the Case Review Committee shall review, as soon as possible, the placement of all students who are expelled from the school setting. The Case Review Committee shall then make appropriate recommendations to the DCJJAEP, the juvenile court, and/or the ISDs regarding placement recommendations for such students. The Case Review Committee shall review the placement of each student expelled from school as expeditiously as possible to avoid delay in the provision of educational services to students served under this Memorandum of Understanding.

5.4 In making appointments to the Case Review Committee, all parties to the Memorandum of Understanding agree to make best efforts to appoint representatives that reflect the ethnic and cultural diversity of the students served by the DCJJAEP.

SECTION SIX: SPECIAL EDUCATION

6.1 The DCJB shall provide instructional services in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act (IDEIA) Amendments of 2004. The ISD in which a student resides retains responsibility for providing and funding related services specified in the Individualized Education Program to eligible students under the Individuals with Disabilities Education Improvement Act.

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. (See Attachment A – *Procedure for Students Receiving Special Education Services*)

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

6.4 If, after placement of a student with disabilities in the DCJJAEP under this Agreement, the administrator of the DCJJAEP has concerns that the student's educational or behavioral needs cannot be met in the DCJJAEP, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the DCJJAEP. A representative of the DCJJAEP may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the DCJJAEP.

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

7.2 The DCJB shall provide the state - required annual performance reports of all students served by the DCJJAEP. Such evaluation shall reflect the academic performance of students served in the DCJJAEP each year.

7.3 A teacher employed by the DCJJAEP who holds certification granted under Texas Education Code Section 21.031, *et seq.*, must review all academic work of the student prior to the student's exit from the DCJJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Texas Education Code Section 28.002. In accordance with Texas Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

7.4 Prior to completion of a student's placement in the DCJJAEP, the DCJJAEP's designee and ISD's representative shall develop, together with the student's parent or guardian, recommendations for the student's transition to the regular school setting.

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

8.1 In accordance with Texas Education Code Section 37.011(d), the parties agree that state-mandated assessment instruments shall be administered to all students enrolled in the DCJJAEP, except where such students are exempt from such testing by an ARD committee or other legal authority. The parties agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary to facilitate assessment instrument administration. The DCJB shall be responsible for administering assessment instruments to those students enrolled in the DCJJAEP. Prior to scheduled testing dates, the parties will communicate regarding

the most efficient method of obtaining secured testing materials for all students placed in the DCJJAEP, and the DCJB and the ISDs will cooperate in the acquisition of such materials for students in the DCJJAEP. Each ISD shall provide to the DCJJAEP administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

9.1 Facilities and staffing for the DCJJAEP shall be the responsibility of the DCJB and may be provided by the DCJB.

9.2 The DCJB agrees to provide periodic evaluations of the effectiveness of the DCJJAEP. Such evaluations shall include but not be limited to external evaluation of student performance, fiscal audits, and review of student records, classroom observations, and surveys of students, parents and ISDs.

SECTION TEN: TRANSPORTATION

10.1 Each ISD shall be responsible for providing transportation services for students attending the DCJJAEP, either directly or through an agreement with another provider.

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

11.1 The governing body of each party to this Memorandum of Understanding finds that to appropriately serve students receiving services under this Memorandum of Understanding, the sharing of information pertinent to the provision of juvenile justice, education and rehabilitation services is essential and in the best interests of the students served. Each party to this Memorandum of Understanding further agrees that any juvenile and/or educational record shared under this Memorandum of Understanding shall be kept strictly confidential and shall only be released to persons with legitimate educational, behavioral and/or treatment-related interests in the student affected.

11.2 Upon referral of a student to the DCJJAEP, the student's home school district shall forward to the DCJJAEP the same records it is required to forward to another public school when a student transfer. The student's home school shall provide the following records to the DCJJAEP:

(A) For students in middle school, the student's Middle School Plan, which is a list of

courses offered, by grade level, and the course credit earned by the student.

- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student.
- (C) The student's current transcript including all achievement test scores recorded on that document.
- (D) The student's current year report card.
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject.
- (F) The student's records related to State-mandated testing.
- (G) The student's current year attendance record.
- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph 6.1 of this Memorandum of Understanding.
- (I) The student's health records.
- (J) The student's home language survey.
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practical, the student's home school district shall forward the student's previous year's attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

12.1 All Districts participating in the MOU must pay a \$3,000.00 annual administrative fee.

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2022 – 2023 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the “actual cost” of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance at the

JJAEP in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student’s parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student’s parent or both as provided under Texas Education Code Section 25.0951.

12.4 Fiscal Agent - Region 10 Education Service Center (ESC) shall serve as the Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with Section 37.012 of the Texas Education Code. In its capacity as Fiscal Agent, ESC shall be responsible for receiving funds from the respective ISDs for the establishment and operation of the DCJJAEP and shall transfer such funds in a timely fashion to the DCJB.

12.5 Assistance to the DCJB - To the extent requested by the DCJB, the ESC shall advise the DCJB regarding the establishment of appropriate record keeping and accounting functions and procedures for the DCJJAEP. DCJB agrees to cooperate with ESC on all matters relating to the ESC's responsibilities as Fiscal Agent for the ISDs concerning the funding for the DCJJAEP.

12.6 Sharing of Financial and Enrollment Information - The DCJB and the ESC agree to share information and records, including access to accounting and other non-confidential information, regarding the number of students served by the DCJJAEP and the costs incurred in connection with the establishment and operation of the DCJJAEP, so as to allow ESC to accurately assess and verify the amounts to be paid by the ISDs to the DCJB in connection with the DCJJAEP.

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a

fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

12.8 Accounting to ISDs - In its capacity as Fiscal Agent, ESC shall provide accounting to the ISDs on an as-requested basis of the amounts paid to the DCJB in connection with the DCJJAEP, together with supporting documentation.

12.9 Billing - DCJB agrees to establish and coordinate billing arrangements with the ISDs and ESC with respect to the ISDs' funding responsibilities for the DCJJAEP.

12.10 Audit - At least annually, ESC shall provide an audited accounting to the ISDs and DCJB of funds received and paid with respect to the DCJJAEP.

12.11 Budget - In addition to the provision of services as Fiscal Agent, ESC shall provide recommendations to DCJB on budgetary matters relating to the establishment and operation of the DCJJAEP.

12.12 Reimbursement - The ISDs agree to reimburse ESC for its reasonable administrative expenses incurred in its capacity as Fiscal Agent. Such reimbursement responsibility shall be allocated to the ISDs in proportion to their annual funding requirements to the DCJJAEP. ESC shall maintain and provide detailed accounting to the ISDs for all reimbursable administrative expenses incurred in connection with its service as Fiscal Agent and shall submit invoices on a quarterly basis to the ISDs for such services. Revenue that exceeds operating costs will be channeled back into the fund balance for the purpose of operating the JJAEP only.

12.13 Funding Not Required for Certain Students - In the event a juvenile court with jurisdiction over a student who has not been expelled from school orders that the student attend the DCJJAEP as a term or condition of probation, the ISD which the student attended at the time the juvenile court entered such order shall not be required to make any payment to the DCJJAEP under Section 12.1 herein.

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2023. This Memorandum of Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or

the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement entered not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, this Memorandum of Understanding may be terminated prior to the expiration of the term hereof by written mutual agreement of the DCJB and a participating ISD. In such event, the Memorandum of Understanding will remain in force and effect with respect to the remaining ISDs.

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

14.1 The expeditious hearing of all cases related to the DCJJAEP by the juvenile court is crucial to the spirit and the letter of both the Education and the Juvenile Justice Codes. The DCJB and juvenile courts will utilize their best efforts to provide a system whereby all cases related to the DCJJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting.

SECTION FIFTEEN: MISCELLANEOUS

15.1 Amendments - If changed conditions are encountered during the term of this Memorandum of Understanding, the Memorandum of Understanding may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements, or modifications shall be in writing.

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing, and administrative expenses.

15.3 Legal Requirements - The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile

probation departments.

15.4 Notices - Except where oral notice is specifically allowed or required under this Memorandum of Understanding, any notice provided hereunder by any party shall be in writing and may either be (1) delivered by hand to the party or, the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; or (4) delivered by electronic mail transmission, to the addresses that follows, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above.

15.5 Integration Clause - This Memorandum of Understanding, including attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

15.7 Non - assignment - No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

15.8 Waiver - No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither the DCJB, Region 10 Education Service Center nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees,

and agents as a result of its execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

15.10 Available Funds - The Parties to this Memorandum of Understanding expressly acknowledge and agree that all monies paid pursuant to this Memorandum of Understanding shall be paid from budgeted available funds for the current fiscal year of each such entity.

15.11 Open Meetings - The meetings at which this Memorandum of Understanding was approved by the Parties' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this Memorandum of Understanding to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Memorandum of Understanding.

Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

I. School districts may only expel a student with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) provisions and regulations.

DCJJAEP placement may result if:

- A. The expellable behavior is not a manifestation of the student’s disability; or
- B. The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days; or
- C. The expellable behavior is a manifestation of the student’s disability, but the parent and the sending school district agree to a change of placement to the JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP for solely educational purposes.

II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the Admission, Review and Dismissal (ARD) Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.

Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the IDEA. Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.

DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the “MOU”) as it may be modified from time to time and the IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student’s Individualized Education Plan (IEP).

Per 34 CFR § 300.114 Least Restrictive Environment (LRE) requirements.

(a) General.

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that
 - (i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (ii) Special classes, separate schooling, or other removal of children with disabilities from the

Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The student’s IEP will include, as appropriate, a Functional Behavioral Assessment (FBA), behavioral intervention services and modifications that are designed to provide instruction so that the behavior does not interfere with the ability of the student to receive an educational benefit.

- A. The sending school district will be responsible for the provision of related services as specified in the student’s IEP. Also, if speech services are in the IEP, the sending district will send a speech services provider to the DCJJAEP to render those services.
 - B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.
- III. Upon enrollment of a student who receives special education services, the DCJJAEP Special Education Designee will notify the special education administration from the sending school district. The Designee will also notify special education administration when a student who is enrolled at DCJJAEP changes residence into a different school district.
- IV. During the time that the student is placed in the DCJJAEP, the sending school district and DCJJAEP agree as follows:
- A. The DCJJAEP special education teacher will review the IEP and inform the appropriate instructional staff regarding required IEP implementation, including identified accommodations and/or modifications needed to ensure progress toward the IEP. If a student’s needs change, DCJJAEP staff shall notify the sending school district. The sending school district will promptly convene an ARD meeting with the appropriate school district staff and DCJJAEP staff to address the student’s needs.
 - B. The DCJJAEP special education teacher shall provide the direct special education service as indicated on the IEP and provide indirect service to the regular instructional staff regarding implementation of the IEP according to the frequency and duration of service as indicated on the student’s IEP and in compliance with IDEA 2004 statutory requirements.
 - C. The sending school district is responsible for periodic monitoring of each student’s performance at DCJJAEP
 - 1. Parents of students who receive special education services must receive progress reports at least as often as parents of regular education students or as identified in the student’s current IEP documents. Such progress report must be based on progress on IEP goals and objectives and is in addition to the grade report.
 - 2. The DCJJAEP special education teacher shall assist in monitoring and documenting the

Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

progress of students who receive special education services. DCJJAEP will provide the sending school district information pertaining to each student’s progress. This shall be a copy of the LEA’s designated reporting period (6 or 9 weeks) IEP progress report sent to parents by DCJJAEP.

V. The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:

1. Data related to present levels of academic achievement and functional performance
2. Recommendations of updated goals and objectives based on progress monitoring reports
3. Recommendations for proposed goals and objectives
4. Student’s current report card and transcript
5. Summary of successful behavioral interventions

VI. DCJJAEP administration shall ensure and document that all staff are trained annually and adhere to legal requirements of confidentiality.

DCJJAEP administrators shall ensure and document that all staff are trained annually and adhere to IDEA requirements and state regulations.

Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment B

Procedure for Students with English as a Second Language

- I. School districts may only expel a student with English as a Second Language (ESL) if:
 - The school district provides due process in a language that the student and the parent/s understand.
 - The DCJJAEP is provided notice that the student is receiving language acquisition support/services to ensure that a continuity of instruction will occur.
- II. The DCJJAEP must provide ESL instruction with a certified teacher.
 - The sending school will send required information (LPAC and grade records, applicable interventions, etc.) to help with the student’s instruction
 - Parents of students who receive ESL services must receive progress reports at least as often as parents of non-ESL students in a language they understand.
- III. Students enrolled with DCJJAEP at the time of the TELPAS testing window will take all four domains of the TELPAS language proficiency assessment. Results will be provided to parents as required by law, once received by the student's home school

2022-2023 Superintendent Distribution List

<p>CARROLLTON-FARMERS BRANCH ISD:</p> <p>Dr. John Chapman, Superintendent of Schools Carrollton-Farmers Branch ISD P.O. Box 115186 / 1445 N. Perry Road Carrollton, Texas 75011-5186 (972) 968.6100 (972) 968.6217 [FAX] chapmanj@cfbisd.edu</p>	<p>CEDAR HILL ISD:</p> <p>Dr. Gerald Hudson, Superintendent of Schools Cedar Hill ISD 285 Uptown Blvd., Bldg. 300 Cedar Hill, Texas 75104-3506 (972) 291.1581 X4011 (972) 291.5231 [FAX] gerald.hudson@chisd.net</p>
<p>COPPELL ISD:</p> <p>Dr. Brad Hunt, Superintendent of Schools Coppell ISD 200 South Denton Tap Road Coppell, Texas 75019-3205 (214) 496.6000 (214) 496.8006 [FAX] bhunt@coppellisd.com</p>	<p>DALLAS COUNTY JUVENILE BOARD:</p> <p>Mr. Darryl Beatty, Director Juvenile Justice Center 2600 Lone Star Drive Dallas, Texas 75212 (214) 698.2223 (214) 698.5508 [FAX] darryl.beatty@dallascounty.org</p>
<p>TO DALLAS ISD:</p> <p>Dr. Michael Hinojosa, Superintendent of Schools Dallas ISD 9400 N. Central Expwy Dallas, Texas 75231 (972) 925.3700 / (972) 925.3200 (972) 925.3201 [FAX] hinojosam@dallasisd.org</p>	<p>TO DESOTO ISD:</p> <p>Dr. Larry Lewis, Interim Superintendent of Schools DeSoto ISD 200 East Beltline Road DeSoto, Texas 75115-5795 (972) 223.6666 (972) 274.8011 [FAX] larry.lewis@desotoisd.org superintendent@desotoisd.org</p>
<p>TO DUNCANVILLE ISD:</p> <p>Dr. Marc Smith, Superintendent of Schools Duncanville ISD 710 South Cedar Ridge Dr. Duncanville, Texas 75137-2316 (972) 708.2000 (972) 708.2020 [FAX] superintendent@duncanvilleisd.org</p>	<p>TO GARLAND ISD:</p> <p>Dr. Ricardo Lopez, Superintendent of Schools Garland ISD P. O. Box 469026 / 501 S. Jupiter Road Garland, Texas 75046-9026 (972) 494.8201 (972) 485.4936 [FAX] rlopez@garlandisd.net</p>

2022-2023 Superintendent Distribution List

<p>TO GRAND PRAIRIE ISD:</p> <p>Linda Ellis, Superintendent of Schools Grand Prairie ISD P. O. Box 531170 / 2602 S. Belt Line Rd. Grand Prairie, Texas 75053-1170 (972) 264.6141 (972) 237.5440 [FAX] Linda.ellis@gpisd.org</p>	<p>TO HIGHLAND PARK ISD:</p> <p>Dr. Thomas Trigg, Superintendent of Schools Highland Park ISD 7015 Westchester Drive Dallas, TX 75205-1061 (214) 780.3000 (214) 780.3004 [FAX] trigg@hpsisd.org</p>
<p>TO IRVING ISD:</p> <p>Magda Hernandez, Superintendent of Schools Irving ISD P.O.Box 152637 2621 W. Airport Freeway Irving, Texas 75015-2637 (972)600.5001 (972)215.5003 [FAX] mandez@irvingisd.net</p>	<p>TO LANCASTER ISD:</p> <p>Dr. A. Katrise Perera, Superintendent of Schools Lancaster ISD 422 S. Centre Street Lancaster, Texas 75146-0400 (972) 218.1400 (972) 218.1401 [FAX] katriseperera@lancasterisd.org</p>
<p>TO MESQUITE ISD:</p> <p>Dr. Ángel Rivera, Superintendent of Schools Mesquite ISD 3819 Towne Crossing Mesquite, Texas 75150 (972) 288.6411 (972) 882.7787 [FAX] arivera3@mesquiteisd.org</p>	<p>TO REGION 10 ESC:</p> <p>LaEvening Woodard, Program Coordinator Region 10 Education Service Center 400 East Spring Valley Road Richardson, Texas 75081-5101 (972) 348.1556 (972) 348.1557 [FAX] laevening.woodard@region10.org</p>

2022-2023 Superintendent Distribution List

TO RICHARDSON ISD:

Tabitha Branum, Interim Superintendent of
Schools
Richardson ISD
400 South Greenville Avenue
Richardson, Texas 75081-4198
(469) 593.0000
(469) 593.0402 [FAX]
tabitha.branum@risd.org

TO SUNNYVALE ISD:

Mr. Doug Williams, Superintendent of
Schools
Sunnyvale ISD
417 East Tripp Road
Sunnyvale, Texas 75182-9544
(972) 226.5974 / 972.226.7601
(972) 226.6882 [FAX]
doug.williams@sunnyvaleisd.com

DCJJAEP 2022-2023 Memorandum of Understanding

	Signature	Position	Date
DALLAS COUNTY JUVENILE BOARD			

District	Signature	Position	Date
REGION 10 ESC			

District	Signature	Position	Date
CARROLLTON FARMERS BRANCH ISD			

District	Signature	Position	Date
CEDAR HILL ISD			

District	Signature	Position	Date
COPPELL ISD			

District	Signature	Position	Date
DALLAS ISD			

District	Signature	Position	Date
DESOTO ISD			

District	Signature	Position	Date
DUNCANVILLE ISD			

DCJJAEP 2022-2023 Memorandum of Understanding

District	Signature	Position	Date
GARLAND ISD			

District	Signature	Position	Date
GRAND PRAIRIE ISD			

District	Signature	Position	Date
HIGHLAND PARK ISD			

District	Signature	Position	Date
IRVING ISD			

District	Signature	Position	Date
LANCASTER ISD			

District	Signature	Position	Date
MESQUITE ISD			

District	Signature	Position	Date
RICHARDSON ISD			

District	Signature	Position	Date
SUNNYVALE ISD			

APPROVED AS TO FORM:

	Signature	Position	Date
ATTORNEY FOR REGION 10 ESC			

DCJJAEP Governance Committee
CALENDAR OF 2022-2023 MEETING DATES

<u>Day / Date</u>	<u>Time</u>	<u>Site</u>
Friday, September 23, 2022	10:00 AM	Zoom
Friday, October 28, 2022	10:00 AM	Zoom
Friday, November 2022	No meeting	
Friday, December 2, 2022	10:00 AM	Zoom
Friday, January 27, 2023	10:00 AM	Zoom
Friday, February 24, 2023	10:00 AM	Zoom
Friday, March 31, 2023	10:00 AM	Zoom
Friday, April 28, 2023	10:00 AM	Zoom
Friday, May 19, 2023	10:00 AM	Zoom
Tuesday, June 6, 2023 (optional)	10:00 AM	Zoom



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Instructional Materials Adoption Recommendations
Agenda Section: Action Item

Administrator Responsible: LeeAnn Stephenson, Coordinator - Health & PE
Teaching & Learning Development

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

The State Board of Education issued Proclamation 2022 for the adoption of health and physical education instructional materials scheduled to go into classrooms in the 2022-2023 school year.

House Bill 1525 (87th TX Legislature) relates to public school instruction and materials regarding the prevention of child abuse, family violence, dating violence, sex trafficking, and the adoption of public school policies to prevent dating violence in Health Education. Senate Bill 9 (87th TX Legislature) mirrors House Bill 1525 but adds that we, as a district, must notify parents of instruction for the aforementioned topics. Both bills focus on health curriculum requirements, parent access to health curriculum, the role of the Student Health Advisory Council in making curricular material recommendations, and requirements of the Board of Trustees to adopt a resolution and policy for human sexuality curriculum materials.

The district's Board of Trustees adopted a resolution regarding health curriculum. The district's local SHAC held the 2 required public meetings on March 30, 2021 from 12:00-3:00 p.m. and April 4, 2021 from 5:00-8:00 p.m. The SHAC will provide

recommendations to the Board and the Board will take action to vote at a public meeting. The Board will adopt a policy for human sexuality curriculum materials including a) annual parent notice of sexual health curriculum, b) timeline for sexual health instruction, and c) a parent consent letter for instruction no later than 14 days prior to instruction.

Members of the Instructional Materials Adoption Committee and SHAC recommend the following materials for adoption.

- QuaverEd PK-5 Physical Education and Health
- McGraw Hill 6-12 Health (Teen Health 6-8 & Glencoe Health 9-12)
- GoodHeart-Willcox 9-12 Physical Education

Administrative Recommendations:

Administration recommends adoption of instructional materials.

Memo

To: GISD School Board Trustees

From: LeeAnn Stephenson, Coordinator - Health & PE, Teaching & Learning Development

CC: Dr. Melissa Hill, Executive Director, Teaching & Learning Development
Dr. Kimberly Caddell, Assistant Superintendent, Curriculum & Instruction
Dr. Susanna Russell, Chief Leadership & Academic Officer
Dr. Ricardo Lopez, Superintendent

Date: June 14, 2022

Subject: Health and Physical Education Curriculum Recommendations for Adoption

During the regular meeting of the Garland ISD Board of Trustees to be held on June 28, 2022, Trustees will be provided with a recommendation to adopt health and physical education curriculum materials by the Student Health Advisory Council (SHAC) for the purpose of instruction in Pre-K-12 classrooms. In preparation for that meeting, Trustees will be provided with an overview of legislation from the 87th Texas Legislative Session impacting health curriculum, including [Senate Bill 9](#) and [House Bill 1525](#), during the District Affairs Committee meeting to be held on March 8, 2022.

[Proclamation 2022](#) relates to the adoption of new instructional resources for Health and Physical Education to align with [NEW 2022-2023 TEKS for Health and Physical Education](#). The new health education and physical education TEKS take effect August 1, 2022 and will be implemented in classrooms beginning with the 2022-2023 school year. Health curriculum material resources must include instructional resources and materials regarding the prevention of child abuse, family violence, dating violence, sex trafficking, and human sexuality & responsibility.

A copy of the presentation is attached to this memo.

Resource links:

- [K-12 Adoption Timeline for Health & PE](#)
- [Textbook Adoption Committee Members List](#)
- [Overview of Adopted 2022 Health & Physical TEKS by Strand/Grade/When/Where](#)
- [Board Resolution Human Sexuality Curriculum 3.22.2022](#)
- [Recommendations - Meetings, Attendance, Rubrics, Vote](#)
- [Draft Parent Notification and Opt-In Letters](#)

Instructional Materials Adoption K-12

Proclamation 2022



Instructional Materials Adoption Committee



Committee Members

- 28 Total Members
- 17 Health and Physical Education Teachers
- 11 Student Health Advisory Council Members
 - 2 Parents
 - 9 Central Administrative Staff

Reviewed Publishers

- Choosing the Best
- Goodheart-Willcox
- McGraw Hill
- Nest
- QuaverEd

Committee Recommendations

- QuaverEd
PK-5 Physical Education & Health
- McGraw Hill
6-12 Health
- GoodHeart-Willcox
9-12 Physical Education

[K-12 Textbook Adoption Committee Members \(complete list\)](#)

Overview of Recommendation Process



K-12 Adoption Timeline for Health & PE

Date	Task
SEPTEMBER 2021	
September 23, 2021	Committee Meeting, Guidelines, Timeline, New Courses, Publishers, and Process (10:30 AM and 3:30 PM)
September 23 - November 30, 2021	Instructional Materials Samples Available for Preview by Adoption Committee Members
OCTOBER 2021	
Publisher Presentations	
October 27, 2021	Oct. 27, 1:00 PM - McGraw Hill Texas Glencoe Health Presentation (9-12) Oct. 27, 2:15 PM - McGraw Hill Texas Teen Health Presentation (6-8)
NOVEMBER 2021	
Publisher Presentations	
November 2021	Nov. 16, 3:30 PM: Quaver Ed Presentation (K-5) - Virtual Nov. 18, 9:00 AM: McGraw Hill Presentation (6-12) - F2F/Virtual Nov. 18, 11:00 AM: Goodheart-Willcox Presentation (6-12) - Virtual Nov. 30, 9:00 AM: Goodheart-Willcox Presentation (6-12) - F2F Nov. 30, 11:00 AM: Quaver Ed Presentation (K-5) - F2F
November 30, 2021	HPE IMA Committee Final Content Meeting for Publisher Review & Vote
DECEMBER 2021	
December 2, 2021	Voting Rubrics Due In-Person or Digitally Via Google Form
December 8, 2021	SHAC Meeting: Review Results and Make Final Content Recommendations (required)
FEBRUARY 2022	
February 16, 2022	SHAC Meeting: Review SB9 & HB1525 Requirements, Board Resolution Approval Process, and SHAC Responsibilities
MARCH 2022	
March 8, 2022	District Affairs Committee Meeting: IMA & Health Resolution Presentation
March 22, 2022	GISD Board of Trustees Meeting: Presentation Reviewing IMA Summary & Health Resolution Approval Request
March 23, 2022	SHAC Public Meetings Scheduled to Review Publishers Human Sexuality Curriculum (required)
March 30, 2022	SHAC Public Meeting #1 Publisher Presentations (required 1 of 2 public meetings) (Human Sexuality) Mar. 30, 12:00 PM: Choosing the Best Presentation (6-12) Mar. 30, 1:00 PM: Nest (6-12)
APRIL 2022	
April 4, 2022	SHAC Public Meeting #2 Publisher Presentations (required 2 of 2 public meetings) (Human Sexuality) Apr. 4, 5:00 PM: McGraw Hill Presentation (6-12) Apr. 4, 6:00 PM: Quaver Ed Presentation (K-5)
April 6, 2022	Final SHAC Meeting: Review Public Meeting Presentations, Rubrics, Board Recommendations, & Rubric/Vote Deadline
May 2, 2022	Final Rubrics and Votes Due
JUNE 2022	
June 14, 2022	District Affairs Committee IMA Presentation and Recommendation
Summer 2022	Manage Order & Delivery to Ensure August Arrival and Teacher Training



Resource Features:



Quaver Ed (PK-5) Physical Education & Health

- The only K-5 curriculum to meet 100% of Health & PE TEKS
- TEKS embedded in Quaver Lesson Plans
- Lessons include objectives with essential questions/skills “I can” statements (what, why & how resources)
- Lessons include teacher directed and student-centered resources available (presentations and activities)
- Teacher notes embedded in lessons
- Student resources are interactive and engaging
- Materials include video based lesson resources

Resource Features:



McGraw Hill (6-12) Health

- Curriculum is 100% aligned to the TEKS and ELPS.
- Curriculum is fully aligned to the National Health Education Standards.
- Materials are fully available in English and Spanish.

Includes:

- Built-in videos and activities for student engagement
- Prepared editable PowerPoint Presentations for teachers
- Assessments and activities that may be assigned to students and may be downloaded, printed or completed online
- Comprehensive lesson plans with talking points
- Differentiated lesson resources for all skill, developmental levels, and learning styles

Resource Features:



Goodheart-Willcox (9-12) Physical Education

- Curriculum is 100% aligned to the TEKS
- Teacher lesson plans include editable PPT's, activities, handouts, teacher lessons, student lessons, and answer keys.
- Include 40 fitness activities
- Activities supports TEKS and GLOs (grade level outcomes)
- Includes exercise library with 80 demonstration videos
- Assessments include formative, summative, pre and post tests, vocabulary, and self-assessments.



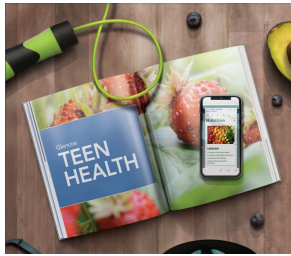
Demonstration Videos



Assessments



Spanish Resources



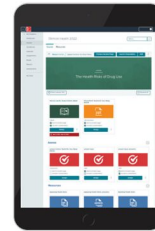
Digital Access

Practicing and Applying Health Skills

Each lesson features activities and resources that enable students to practice and apply the health skills they've learned. These activities are coded to help you provide all students with differentiated instruction based on their ability level. Examples of these activities include:

- Reading Essentials.
- Health Skills Practice.
- Reteaching Activities.
- Enrichment Activities.
- Reading Strategy Activities.
- Note-Taking Support.
- Academic Integration.

Downloadable PDFs can be assigned and completed within the online course or downloaded and printed to accommodate a variety of instructional styles and classroom formats.



Differentiated Instruction

Adoption Cost



Quaver Ed PK-5

8 Year Cost: Total.....\$617,400

McGraw Hill 6-8 Teen Health Digital

8 Year Cost: Total.....\$298,815.20

McGraw Hill 9-12 Glencoe Health Digital

8 Year Cost: Total.....\$240,219.00

Goodheart-Willcox 9-12 Texas Fitness Wellness

8 Year Cost: Total.....\$16,800

PreK-12 Adoption Total: \$1,173,234.20

Costs are reflective of the current Health & Physical Education 2022 Proclamation.
Estimated costs are based on 2022-2023 enrollment.

Questions?

LeeAnn Stephenson

Coordinator Health & PE



✉ gisdhpe@garlandisd.net

Instructional Materials Adoption K-12

Proclamation 2022



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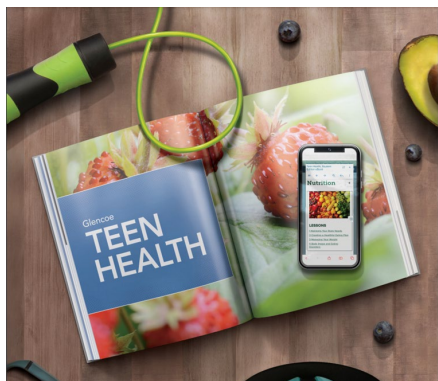
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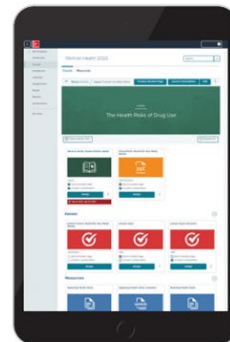
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Questions?

LeeAnn Stephenson

Coordinator Health & PE



gisdhpe@garlandisd.net





Garland Independent School District Board of Trustees

Date of Meeting: 06/28/2022

Agenda Item: Annual Special Education Camera Activation Resolution

Agenda Section: Action Item

Administrator Responsible: Dr. Bentley Parker, Special Education Coordinator

Board Goal Objective:

Objective H: Student Management

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Information on activating cameras for self-contained classrooms for the 2022-2023 school year, since cameras are deactivated every summer, in the form of a resolution for Board consideration. This resolution will include a request for the Board to have these cameras activated for the 2022-2023 school year.

Administrative Recommendations:

Administration recommends approval

Memo

To: GISD School Board Trustees

From: Tanya Ramos, Executive Director Special Education

CC: Dr. Ricardo López, GISD Superintendent
Dr. Susanna Russell, Academics & Leadership Officer

Date: May 24, 2022

Subject: Annual Special Education Camera Activation Resolution

During the upcoming District Affairs Committee Meeting scheduled for Tuesday, June 14, 2022, Trustees will be provided with information regarding a resolution to activate cameras in self-contained special education classrooms for the 2022-23 school year. This same item will be placed on the June 28, 2022, regular Board meeting for Trustee consideration. Administration will recommend approval.

Texas Education Code §29.022 requires districts to conduct video and audio surveillance in certain special education classrooms or settings upon request. The statute is intended to protect students who, because of a disability, may not be able to report mistreatment by other students or staff. Texas Association of School Boards (TASB) has provided guidance to school districts on this statute; this guidance is included as an attachment to this memo.

As part of that guidance, TASB specifies that "a parent, staff member, principal, assistant principal, or the Board of Trustees may request in writing that the district install video and audio recording equipment in a self-contained classroom or other special education setting."

The statute also requires that video cameras must cover all areas of a classroom or setting, including attached areas used for time-out. Video surveillance is not allowed in restrooms or changing areas, and is only permitted in those areas to the extent that such coverage is due to the layout of the classroom or setting.

The following documents are provided for your review and consideration in advance of the upcoming presentation:

- A draft copy of the presentation;
- A list of GISD self-contained Special Education classrooms where cameras will be activated in 2022-2023;
- A copy of the TASB guidance on TEC §29.022; and
- A copy of the Special Education Camera Activation Resolution.

As a reminder, the 2021-22 school year resolution that was approved during by Trustees during the July 28, 2021 meeting and is set to expire at the end of the current school year.



Annual Special Education Camera Activation Resolution: Self-Contained Classrooms

A Presentation to the Garland ISD Board of Trustees
District Affairs Committee
June 14, 2022
Dr. Bentley Parker

Prior Resolution Review



During the July 28, 2021 meeting, the Board of Trustees approved a Resolution allowing existing cameras to be activated for the current school year (2021-2022).

This was the first year that cameras were activated in self-contained Special Education classrooms.

Reasons for Request



Safety



Peace of
Mind



Archival
Record

GISD Campuses with Classrooms where Cameras will be Activated

Elementary – 34

Middle Schools - 10

High Schools – 7

Action Requested for 2022-2023

It is requested that the Board of Trustees approve this annual resolution for the 2022-2023 school year.



**List of GISD Campuses with Self-Contained Special Education Classrooms
Where Cameras will be Activated: School Year 2022-2023**

<u>ELEMENTARY SCHOOLS</u> (n=34)		<u>MIDDLE SCHOOLS</u> (n=10)	<u>HIGH SCHOOLS</u> (n=7)
Armstrong	Lister	Austin	GHS
Back	Luna	Brandenburg	Lakeview
Beaver	Park Crest	Bussey	Naaman Forest
Bradfield	Parsons	Coyle	North Garland
Bullock	Pearson	Lyles	Rowlett High
Centerville	Roach	Houston	Sachse High
Cisneros	Rowlett	Hudson	South Garland High
Cooper*	Sewell	O'Banion	
Davis	Sellers	Schrade	
Daugherty	Shorehaven	Webb	
Dorsey	Shugart		
Ethridge	Southgate		
Freeman	Steadham		
Golden Meadows	Stephens		
Hickman	Toler		
Kimberlin	Weaver		
Liberty Grove	Williams		

*new for 22-23 due to campus addition of ECSE classroom



Update on Video Cameras in Special Education Classrooms

Published online in [TASB School Law eSource](#)

Texas Education Code section 29.022 requires districts to conduct video and audio surveillance in certain special education classrooms or settings upon request. The statute is intended to protect students who, because of a disability, may not be able to report mistreatment by district employees or other students. This article provides legal guidance and answers to common questions regarding video and audio surveillance in special education, including recent changes to the law.

Q. Who can request video and audio surveillance in a special education classroom or setting?

- A. A parent, staff member, principal, assistant principal, or the board of trustees may request in writing that the district install video and audio recording equipment in a self-contained classroom or other special education setting.¹ A *parent*, including a guardian or person in parental relation, means someone “whose child receives special education and related services in one or more self-contained classrooms or other special education settings,” or an adult student who receives special education and related services in such a classroom or setting.² A *staff member* means “a teacher, related service provider, paraprofessional, counselor, or educational aide assigned to work in a self-contained classroom or other special education setting.”³

Q. Where must a district place and operate camera equipment?

- A. The extent of a district’s duty to install camera equipment depends on who makes the request. If a parent or staff member requests surveillance, the district is only obligated to place and operate a camera in the classroom or setting to which the relevant student or staff member is assigned. A principal or assistant principal is only authorized to request cameras for his or her own campus, but the board of trustees may request cameras for self-contained classrooms or special education settings at multiple campuses.⁴ The district is only required to place cameras in locations specified by the principal, assistant principal, or board of trustees.

¹ The law also applies to open-enrollment charter schools.

² Tex. Educ. Code § 29.022(u)(1); 19 Tex. Admin. Code § 103.1301(b)(1).

³ Tex. Educ. Code § 29.022(u)(4).

⁴ Tex. Educ. Code § 29.022(a).

Q. What is the definition of a “self-contained classroom or other special education setting”?

- A. Section 29.022 applies to a self-contained classroom or other special education setting in which a majority of the students in regular attendance are: (1) provided special education and related services; and (2) assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day.⁵

Texas Education Agency (TEA) rules define a *self-contained classroom* as a classroom on a regular campus in which a majority of the students in regular attendance are provided special education and related services and have one of nine specific instructional arrangement codes in the Student Attendance Accounting Handbook indicating that the student receives special education services (43, 44, 45, 84, 85, 89, 94, 95, and 98).⁶ The rules define *other special education setting* as a classroom on a separate campus (i.e., a campus that serves only students receiving special education and related services) in which a majority of the students in regular attendance have one of two instructional arrangement codes indicating the student’s placement at the separate campus (86 and 96).⁷ A resource room instructional arrangement does not meet the definition of a self-contained classroom, although students who attend resource rooms for part of the school day may also be educated in a self-contained classroom eligible for surveillance.⁸

For example, if a classroom on a regular school campus serves 12 students who receive special education services and 9 spend 50% or more of the instructional day in the classroom and have an instructional arrangement/setting of “self-contained (mild/moderate/severe) regular campus” while 3 spend between 21% and 50% of the instructional day in the classroom and have an instructional arrangement/setting of “resource room/services,” the classroom would be subject to the requirements in Texas Education Code section 29.022.

Q. How should a district respond to a written request for surveillance?

- A. District policy must require a response within seven school business days of a designated central office administrator’s receipt of a written request for camera equipment.⁹ The response must either authorize the request or provide an explanation for denial of the request. The cameras must be operational by 45 school business days after authorization of the request (or the first school day after that day, if the 45th school business day is not a school day). However, TEA may grant an extension to the statutory timeline.¹⁰

⁵ Tex. Educ. Code § 29.022(a).

⁶ 19 Tex. Admin. Code § 103.1301(b)(5); Tex. Educ. Agency, [2018-2019 Student Attendance Accounting Handbook](#).

⁷ 19 Tex. Admin. Code § 103.1301(b)(6).

⁸ Tex. Educ. Code § 29.022(u)(3); 19 Tex. Admin. Code § 103.1301(b)(4).

⁹ 19 Tex. Admin. Code § 103.1301(g).

¹⁰ Tex. Educ. Code §29.022(a-2), (l).

For parents of incoming students, the law sets out an alternative timeline. District policy must allow a parent of a student who will be in an eligible classroom or setting the following school year to request surveillance by the later of the last day of the current school year or the 10th school business day after the student's special education admissions, review, and dismissal (ARD) committee decides to place the student in the eligible location. If a request is made under these circumstances, district policy must also require the camera to be operational by the later of the 10th school business day of the fall semester or the 45th school business day after the date the request is made.¹¹

Q. What is the scope of the required surveillance?

- A. Video cameras must be capable of covering all areas of an applicable classroom or setting, including any attached room used for *time-out*, defined as a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in an unlocked area.¹² Video surveillance is prohibited inside of a bathroom or any other area in which a student's clothes are changed. Incidental visual recording of a minor portion of a restroom or changing area is permitted only to the extent that such coverage is due to the layout of the classroom or setting.¹³

Note that the law does not require audio recording in every locker room or restroom that a student receiving special education might visit during the school day. Rather, the duty to record video or audio depends on whether the location meets the statutory criteria based on the students in regular attendance.

Q. Does a parent have the right to say no to video surveillance?

- A. No. Parents do not have a right to say yes or no when a district is required to operate a video camera in a special education classroom or setting. This is because Section 29.022 is an exception to the general rule that a district must obtain parental consent in order to record a student's voice or image.¹⁴

Parents do have a right to be notified. Before a camera is activated under Section 29.022, the campus must provide written notice to all staff and to the parents of each student attending class or engaging in school activities in the classroom or setting.¹⁵ TASB Policy Service has drafted a sample form letter for this purpose at EHBAF(EXHIBIT) in the Regulations Resource Manual, which is available in the Policy Service Resource Library on myTASB.

¹¹ Tex. Educ. Code § 29.022(l)(4), (5).

¹² Tex. Educ. Code §§ 29.022(c), (u)(5), 37.0021(b)(3).

¹³ Tex. Educ. Code § 29.022(c), (c-1).

¹⁴ Tex. Educ. Code § 26.009(b)(5).

¹⁵ Tex. Educ. Code § 29.022(d).

Q. Are the recordings confidential?

A. Yes. The recordings are considered confidential under state law and may not be routinely monitored or used for any purpose other than promoting the safety of students receiving special education services.¹⁶ Nonetheless, there are times when a district may be required to release a recording to certain individuals. Section 29.022 spells out specific circumstances in which a district must release a recording to an employee or a parent of a student who is involved in an alleged incident documented by the recording for which a complaint has been reported to the district. In addition, district officials may be required to release a recording for viewing by law enforcement, Department of Family and Protective Services, or State Board for Educator Certification personnel for investigation purposes.¹⁷ TEA's rules define an *incident* as an event or circumstance that: (1) involves alleged abuse or neglect, as defined by the Texas Family Code, of a student by a staff member, or physical abuse or sexual abuse, as defined by the Texas Family Code, of a student by another student; and (2) allegedly occurred in a self-contained classroom or other special education setting in which video surveillance is conducted.¹⁸

Q. Can a recording of a student be considered an education record under federal law?

A. Yes, depending on the content of the recording. A recording of a student in a special education classroom may meet the definition of an *education record* under the Family Educational Rights and Privacy Act (FERPA) if the recording is directly related to the student and maintained by the district. Determining whether surveillance footage is directly related to a student can be complicated, however. According to guidance issued by the U.S. Department of Education (DOE), a video recording of a student taken by district security cameras may be considered an education record subject to FERPA if the video depicts an activity:

- That resulted in the use of the video for disciplinary action or other official purposes regarding the student;
- That shows a student in violation of law; or
- That shows a student getting injured, attacked, victimized, ill, or having a health emergency.¹⁹

The DOE guidance also listed other factors and examples for determining when a video may be considered directly related to a student, including if the video contains personally identifiable information contained in a student's education record.²⁰

¹⁶ Tex. Educ. Code § 29.022(h), (i).

¹⁷ Tex. Educ. Code § 29.022(i).

¹⁸ 19 Tex. Admin. Code § 103.1301(b)(8).

¹⁹ U.S. Dept. of Ed., Privacy Technical Assistance Center and the Family Policy Compliance Office, [FAQs on Photos and Videos under FERPA](#).

²⁰ U.S. Dept. of Ed., Privacy Technical Assistance Center and the Family Policy Compliance Office, [FAQs on Photos and Videos under FERPA](#).

Section 29.022 does not limit a parent’s right to access an educational record of the parent’s child under FERPA or other law. In effect, however, the statute adds to the already complex area of determining when a recording is an education record. As such, districts should work with an attorney who is familiar with FERPA when developing policy, training, or regulations for a special education camera program. Note that under FERPA regulations, as well as the Individuals with Disabilities Education Act, if an education record directly relates to more than one student, the parent’s right of access applies only to the information relating to the parent’s child.²¹ Therefore, if more than one student is recorded in footage related to an incident, a district may need to redact the other students’ images and voices before allowing access to the video.²²

Q. Are districts required to adopt a local policy to implement Section 29.022?

- A. Yes. Both the statute and TEA’s rules require districts to adopt local policies and procedures regarding certain aspects of the required video surveillance, including procedures for responding to a request to install cameras and information about how a person may appeal an action by the district that the person believes violates the law. Districts can locate their policies at EHBAF(LEGAL) and (LOCAL). In addition, sample forms for requesting video and audio surveillance, responding to a request, notice of activation and discontinuation of surveillance, and an incident report form can be found in TASB Policy Service’s Regulations Resource Manual at EHBAF(EXHIBIT).

Q. How long do cameras need to be operational?

- A. Surveillance must continue for the remainder of the school year in which the request was received, unless the requestor withdraws the request in writing. Recording may also be discontinued midyear if the room or setting no longer meets the statutory criteria for recording; for example, if the population in the room changes so that the majority of students in regular attendance are no longer receiving special education and related services in one or more self-contained classrooms or other special education settings for at last half of the instructional day.

If for any reason recording will be discontinued, the campus must notify the parents of each student in regular attendance in the classroom or setting at least five school days in advance that surveillance will stop unless requested by an authorized person. No later than 10 school days before the end of a school year, the parents of each student must be notified that surveillance will not continue during the following year unless there is a new request.²³

²¹ 34 C.F.R. §§ 99.12(a), 300.615.

²² See U.S. Dep’t of Educ., Family Policy and Compliance Office, [Letter to Wachter](#) (December 7, 2017) (advising that, if a school district could segregate or redact information in video of hazing incident involving multiple students in a manner that doesn’t destroy the education record’s meaning, then the district must do so prior to inspection and review or must obtain consent from other parents prior to disclosing the record).

²³ Tex. Educ. Code § 29.022(b).

Q. How long do we need to retain recordings?

- A. Section 29.022 generally requires retaining recordings for at least three months.²⁴ However, if the district receives a lawful request to view a recording, the district must retain the recording from the date of receipt until the person has viewed the recording and a decision has been made as to whether the recording documents an alleged incident. If the recording includes an alleged incident, the district must keep the recording until the alleged incident has been resolved, including exhaustion of all appeals.²⁵

Q. What happens if someone disagrees with a district's decision to deny a request for installation of cameras or not to release a video for viewing?

- A. A person who disagrees with a district decision under Section 29.022 may file a complaint using the district's local grievance policies (DGBA, FNG, or GF, as applicable). A person who is dissatisfied with the outcome of the local complaint process may also file an appeal with the commissioner of education in accordance with Texas Education Code section 7.057, including requesting an expedited review. TEA rules address procedures for the commissioner's appeal process, including expedited review, regarding denial of a request to install a camera (including constructive denial, which occurs when a district fails to deny a request in a timely manner), denial of a request to view a video, denial of a request to release a video, and a district's request for an extension of time to install recording equipment.²⁶ The expedited review process does not apply when a district denies a request only to *view* a video, which the TEA rules distinguish from a district's denial of a request to *release for viewing*.²⁷

The required procedures for appeals to the commissioner are complex and time-sensitive. In the event of a complaint, TASB Legal Services recommends districts work with local counsel to ensure compliance.

Board members, administrators, and school attorneys may contact the TASB Legal Line at 800.580.5345 to speak with a TASB attorney regarding cameras in special education classrooms and other legal issues.²⁸

This document is continually updated, and references to online resources are hyperlinked, at tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Instruction/documents/update_video_cameras_sp_ed_classrooms.pdf. For more information on this and other school law topics, visit TASB School Law eSource at schoolawesource.tasb.org.

²⁴ Tex. Educ. Code § 29.022(e).

²⁵ Tex. Educ. Code § 29.022(e-1).

²⁶ 19 Tex. Admin. Code § 103.1303.

²⁷ 19 Tex. Admin. Code § 103.1303(b)(7).

²⁸ [TASB Legal Services Telephone Consultation Service](https://tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Telephone-Consultation-Service).

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.

Updated March 2019

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GARLAND
INDEPENDENT SCHOOL DISTRICT TO CONDUCT VIDEO AND AUDIO
SURVEILLANCE IN SELF-CONTAINED CLASSROOMS**

WHEREAS, in order to promote student safety in special education self-contained classrooms, the Garland Independent School District seeks to enable video and audio surveillance in existing classrooms where cameras have already been placed;

WHEREAS, Texas Education Code 29.022, provides that a Board of Trustees may request cameras for self-contained classrooms or special education settings at multiple campuses. As of this date, there are 294 cameras currently installed at various campuses within the District.

WHEREAS, there should not be a significant cost associated with this resolution, as this resolution will allow existing cameras in self-contained classrooms to be activated on the first day of instruction of the 2022-2023 school year. The camera surveillance will remain activated until the last day of instruction for the 2022-2023 school year.

NOW, THEREFORE, BE IT RESOLVED:


1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. The Board of Trustees of Garland Independent School District commits to promoting student safety in special education self-contained classrooms;
3. This Resolution shall take effect immediately upon its passage to illustrate Garland Independent School District's commitment to student safety;
4. All cameras currently located in special education self-contained classrooms will be activated on the first day of the 2022-2023 school year and remain activated until the last day of instruction of the 2022-2023 school year.

PASSED AND ADOPTED this 28th day of June, 2022.

By: _____
Wes Johnson, President

ATTEST:

By: _____
Robert Selders, Jr., Secretary



Annual Special Education Camera Activation Resolution: Self-Contained Classrooms

A Presentation to the Garland ISD Board of Trustees
District Affairs Committee
June 14, 2022
Dr. Bentley Parker

Prior Resolution Review



During the July 28, 2021 meeting, the Board of Trustees approved a Resolution allowing existing cameras to be activated for the current school year (2021-2022).

This was the first year that cameras were activated in self-contained Special Education classrooms.

Reasons for Request



Safety



Peace of
Mind



Archival
Record

GISD Campuses with Classrooms where Cameras will be Activated

Elementary – 34

Middle Schools - 10

High Schools – 7

Action Requested for 2022-2023

It is requested that the Board of Trustees approve this annual resolution for the 2022-2023 school year.



**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GARLAND
INDEPENDENT SCHOOL DISTRICT TO CONDUCT VIDEO AND AUDIO
SURVEILLANCE IN SELF-CONTAINED CLASSROOMS**

WHEREAS, in order to promote student safety in special education self-contained classrooms, the Garland Independent School District seeks to enable video and audio surveillance in existing classrooms where cameras have already been placed;

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3. This Resolution shall take effect immediately upon its passage to illustrate Garland Independent School District's commitment to student safety;
4. All cameras currently located in special education self-contained classrooms will be activated on the first day of the 2022-2023 school year and remain activated until the last day of instruction of the 2022-2023 school year.

PASSED AND ADOPTED this 28th day of June, 2022.

By:

Wes Johnson, President

ATTEST:

By:

Robert Selders, Jr., Secretary



Garland Independent School District Board of Trustees

Date of Meeting: 6/28/2022

Agenda Item: Renewal of Shared Service Agreement with Dallas Regional Day School Program for the Deaf

Agenda Section: Action Items

Administrator Responsible: Tanya Ramos, Executive Director, Special Education
Dr. Bentley Parker, Special Education Coordinator

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

This contract meets the requirements set forth in the Division of Federal and State Education Policy, Texas Education Agency Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures. Garland ISD is one of 28 districts and charters in the Dallas Regional Day School for the Deaf program. This shared service agreement was presented to the District Affairs Committee.

Administrative Recommendations:

Administration recommends approval.

Memo

To: GISD School Board Trustees

From: Tanya Ramos, Executive Director Special Education

CC: Dr. Ricardo López, GISD Superintendent
Dr. Susanna Russell, Academics & Leadership Officer

Date: June 28, 2022

Subject: Renewal of Shared Service Agreement Dallas Regional Day School Program for the Deaf

This contract meets the requirements set forth in the Division of Federal and State Education Policy, Texas Education Agency Regional Day School Program for the Deaf (RDSPD) Shared Services Agreement (SSA) Procedures. The purpose of this Agreement is to create a cooperative arrangement whereby member districts may provide for efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing in the Dallas area. Any student in Garland ISD who is deaf or hard of hearing which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Dallas RDSPD, subject to the Admissions, Review, and Dismissal ("ARD") committee recommendations.

This Shared Service Agreement (SSA) is in addition to the SSA renewal for the Mesquite Regional Day School for the Deaf that was presented to the Board during the May 24, 2022 School Board meeting. The Dallas RDSPD serves students who have more significant disabilities at the secondary level that the Mesquite RDSPD cannot serve.

The Dallas RDSPD Shared Services Agreement is provided for your review and consideration.

MICHAEL HINOJOSA, ED.D.
SUPERINTENDENT OF SCHOOLS



February 22, 2022

Regional Day School Program for the Deaf Management Board Members:

I hope everyone is doing well. At our Fall 2021 membership meeting, we announced the 2019 Shared Service Agreement was due to expire in the Fall of 2022, and we would be updating the current agreement. The Dallas ISD and Dr. Hinojosa have approved the new agreement, and it is ready for you to present to your boards for approval and signatures.

The Fiscal agent's deadline to submit the new agreement to the Texas Education Agency is June 1, 2022. Please return the signed agreement to Tina Vaguine by April 30, 2022. A copy of the SSA agreement signed agreement will be sent to you after April 30, 2022, and will take effect July 1, 2022.

Please note the updated information in the agreement:

Exhibit A
Tuition

Dallas Regional Day School Program for the Deaf looks forward to continued collaboration with you to provide the best services for students.

Please feel free to email or call if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Tina Vaguine".

Tina Vaguine
Dallas ISD Regional Day School Manager
tvaguine@dallsisd.org
972-581-4140

Mailing address
Dallas ISD Special Education
Attn: Tina Vaguine
9400 N. Central Expressway, Suite 750
Dallas, Tx 75231

MICHAEL HINOJOSA, ED.D.
SUPERINTENDENT OF SCHOOLS



January 23, 2019

Regional Day School Program for the Deaf Management Board Members:

Happy New Year! At our Spring and Fall 2018 membership meetings, we announced that we were updating the 2009 Shared Service Agreement. The Dallas ISD board and Dr. Hinojosa have approved the new agreement and it is ready for you to present to your boards for signature. Please let us know when the SSA gets on the board agenda. You can email Tina Vaguine.

The fiscal agent's deadline to submit the new agreement to the Texas Education Agency is June 1st, 2019. Please return the signed agreement to Tina Vaguine by April 30, 2019 via certified mail (return address below). A copy of the SSA agreement with each member districts' signatures will be sent to you after the April 30th deadline and will take effect July 1st, 2019.

Please note the updated information in the agreement:

Section 5

Sub section 5.2 - Billing Cycle

Sub section 5.11 - Intensive support for assistance/and or specialized equipment

Section 8

Sub section 8.11-Transportation

Exhibit A

Tuition

Dallas Regional Day School Program for the Deaf (DRDSPD) looks forward to continued collaboration with you to provide the best service for our students.

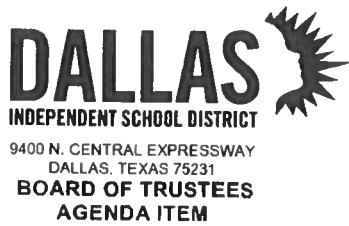
Please feel free to email or call if you have any questions.

Warmest Regards,

A handwritten signature in cursive script that reads "Tina Vaguine".

Tina Vaguine
DRDSPD Manager
tvaguine@dallasisd.org
972-581-4140

Mailing address
Dallas ISD Special Education
Attn: Tina Vaguine
9400 N. Central Expressway, suite 750
Dallas, Tx 75231



FOR USE BY BOARD SERVICES OFFICE

BOARD FILE #: _____
 AMENDED DATE: _____ (See Minutes)

Meeting Type: Board Meeting Meeting Date: February 17, 2022
 Policy Reference: EHBH (Legal)

CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE AND ENTER INTO A SHARED SERVICE AGREEMENT WITH TWENTY-EIGHT MEMBER DISTRICTS TO PROVIDE SERVICES FOR STUDENTS WHO ARE DEAF OR HARD OF HEARING THROUGH THE DALLAS ISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (NO FINANCIAL IMPACT)

<ul style="list-style-type: none"> Justification: 	<p>The agreement outlines the terms and costs for deaf or hard of hearing services for surrounding member districts and charter schools through the Dallas Regional Day School Program for the Deaf as the fiscal agent and Dallas ISD. Dallas ISD is the fiscal agent for Regional Day School Program for the Deaf for Dallas County and surrounding districts.</p>					
<ul style="list-style-type: none"> Bid/RFP Statistics and Information: 	Received:	N/A	M/WBEs:	N/A	<ul style="list-style-type: none"> Bid/RFP #: 	<ul style="list-style-type: none"> Opening Date:
	Compliant:	N/A	M/WBEs:	N/A		
<ul style="list-style-type: none"> M/WBE Information: 	<p>In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at _____ % of the contract amount.</p> <p><input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> M/WBE vendor <input type="checkbox"/> Committed to achieving _____ % <input type="checkbox"/> Multiple M/WBE vendors #</p>					
<ul style="list-style-type: none"> Recommended Vendor(s): 	28 Member Districts					
<ul style="list-style-type: none"> Contract Type: 	Shared Service Agreement					
<ul style="list-style-type: none"> Contract Term: 	July 1, 2022-June 30, 2025					
<ul style="list-style-type: none"> Lowest Responsive Bidder(s): 	N/A		<ul style="list-style-type: none"> Sole Source Vendor: 			
<ul style="list-style-type: none"> Funding Information: 	N/A					
<input type="checkbox"/> Budget Approval NA <input checked="" type="checkbox"/> <small>(Budget Department Approval Required)</small>	Request #:	N/A	PO #:	N/A	Project Order #:	N/A

• Contact Information:

Name: Shannon Trejo Title: Chief Academic Officer
 Department: Teaching & Learning Phone #: 972-925-8883

BE IT RESOLVED BY THE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES: That the Board of Trustees approve and enter into a shared service agreement with twenty-eight member districts to provide services for students who are deaf or hard of hearing through the Dallas ISD Regional Day School Program for the deaf (No Financial Impact).

The Board action shall take effect immediately upon passage unless otherwise noted.

• Detailed Information Sheet(s) attached: Yes No

DETAILED INFORMATION SHEET

Meeting Date: February 17, 2022

Title: **CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE AND ENTER INTO A SHARED SERVICE AGREEMENT WITH TWENTY-EIGHT MEMBER DISTRICTS TO PROVIDE SERVICES FOR STUDENTS WHO ARE DEAF OR HARD OF HEARING THROUGH THE DALLAS ISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (NO FINANCIAL IMPACT)**

According to EHBH (Legal) Regional Day School Programs for the Deaf must be coordinated with other public and private agencies, Education code 29.311, to provide service to students who meet the eligibility of deaf or hard of hearing and deaf-blind.

These (birth-22) services includes but are not limited to: direct and indirect instructional services, sign language interpreting, certified Deaf educators, audiological management, hearing assistive technology, parent educational providers, Deaf education paraprofessionals, and assessments.

A+ Charter
Avalon Independent School District
A W Brown Fellowship Academy
Carrollton Farmers Branch ISD
Cedar Hill ISD
Coppell ISD
Corsicana ISD
Desoto ISD
Duncanville ISD
Gateway Charter
Ferris ISD
Garland ISD
Golden Rule Charter
Grand Prairie ISD
Harmony Public Charter School
Highland Park ISD
La Academia De Estrellas Charter
Lancaster ISD
Life School Charter
Lumin Charter
Mayperal ISD
Milford ISD
Palmer ISD
Prosper ISD
Responsive Education Charter
Trinity Basin Charter
Uplift Charter
Village Tech Charter

**DALLAS REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF**

**SHARED SERVICES ARRANGEMENT
AGREEMENT**

Dallas Independent School District, hereinafter "DALLAS ISD," acting as Fiscal Agent Member District and Member Districts: A+ Charter Schools, Avalon Independent School District, AW Brown Fellowship Academy, Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Corsicana Independent School District, DeSoto Independent School District, Duncanville Independent School District, Ferris Independent School District, Maypearl Independent School District, Milford Independent School District, Palmer Independent School District, Prosper Independent School District, Garland Independent School District, Golden Rule Charter, Grand Prairie Independent School District, Harmony Public Schools, Highland Park Independent School District, La Academia De Estrellas Charter School, Lancaster Independent School District, Life School Charter, Lumin Charter School, Gateway Charter, Responsive Education Charter Schools, Trinity Basin Preparatory, Uplift Charter Schools, Village Tech Charter School, and, hereinafter "Member Districts," agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 et seq., as the Dallas Regional Day School Program for the Deaf, ("DRDSPD"). School Districts who are parties to this Agreement shall be referred to as Member Districts for purposes of this Agreement. Member Districts agree that:

1. GENERAL COVENANTS AND PROVISIONS

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairment who are residents of and enrolled in the School Districts indicated above. It is agreed and understood that any student who has a deaf and hard of hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the DRDSPD, subject to the ARD committee recommendation.

1.2 The Member Districts do not intend by entering into this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S. C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 - 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

1.4 All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal. Cluster Site is defined as the centralized program where students receive direct deaf education services and which is determined to be the LRE for certain Auditorily Impaired students.

1.5 Students who are deaf or hard of hearing not enrolled in the DRDSPD who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the DRDSPD for direct services. The DRDSPD SSA shall, upon written request to the RDSPD SSA Director, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the RDSPD SSA Director of the RDSPD SSA, the RDSPD SSA will make available personnel for consultation. Any Member District, other than Dallas ISD, seeking to access these services shall be charged a service fee in an amount not to exceed Three Hundred (300.00) dollars for a half-day of services. Half-day is defined as four hours. For each hour of services that exceed a half-day period, the Member District will be charged One Hundred Dollars (\$100.00) per hour.

1.6 Should a Local Education Agency ("LEA") seek to become a Member District of the RDSPD SSA, a written request must be provided to the Director of the DRDSPD for the management board's consideration on or before August 1 preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by all Member Districts' Boards of Trustees.

2. MANAGEMENT

2.1 The Management Board, composed of the Special Education Directors/Coordinators for the participating Member Districts or their designees, shall govern the DRDSPD. The Management Board will meet annually each school year.

2.2 The Director of Special Services or designee of the DRDSPD SSA for the Fiscal Agent Member District will be the Chairperson of the Management Board. A RDSPD SSA Manager or his or her designee will serve as Secretary of the Management Board and record, prepare and maintain official minutes of the meetings.

2.3 The Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the DRDSPD SSA.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts. A quorum is defined as a majority of all of the Member Districts of the DRDSPD SSA. Each management board member present has only one vote.

2.5 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the Member Districts.

3. PERSONNEL

3.1 The chief administrator of the DRDSPD SSA will be the Director of the DRDSPD. The Director or designee shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Director or designee and do not require Management Board action. Additionally, the Director or designee, in his/her discretion, or at the request of a Member District, may provide feed-back regarding the delivery of instructional services by DRDSPD staff

3.2 The Fiscal Agent district shall be responsible for the employment of the DRDSPD personnel, the personnel who are performing services under this Agreement. DRDSPD personnel which may include deaf education certified teachers, speech therapists, interpreters, counselors, paraprofessionals, communication facilitators, administrators, audiologist, hearing aid technicians, instructional specialist, and itinerant teachers, are employed by the Fiscal Agent and are subject to all policies and procedures of the Fiscal Agent district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent salary schedule shall apply to DRDSPD personnel. DRDSPD personnel will be evaluated in accordance with Dallas ISD personnel evaluation policies and procedures. All individuals providing services must be appropriately certified or licensed to perform the applicable services.

3.3 All DRDSPD personnel matters shall be handled in accordance with the policies and procedures of the Fiscal Agent district.

3.4 Any hearing on a DRDSPD employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of Dallas ISD.

4. FISCAL AGENT

4.1 The Fiscal Agent for the DRDSPD is the Dallas Independent School District which is accredited and serves grades pre-kindergarten through 12.

4.2 The Fiscal Agent is responsible for preparing the operational budget for the DRDSPD. The Fiscal Agent will account for salaries and expenses of DRDSPD personnel as set forth in the Agreement and operating expenses. The parties acknowledge that the Fiscal Agent may access total state and federal allocations, such as IDEA PART B funds, Part C funds (ECI); state deaf funds; and any other funding received for the purpose of furthering this program. Member District per pupil fees are based on expenditures that exceed all the total state and federal allocations as set forth in Exhibit A. It is agreed and understood the Dallas ISD special education funds (IDEA funds which are not dedicated to deaf education) will not be applied toward the DRDSPD operational budget.

4.3 The Fiscal Agent must provide services for children age birth - 3. These services include all collaboration efforts with Early Childhood Intervention serving DRDSPD students, ages birth-3.

4.4 The Fiscal Agent shall be responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Dallas Independent School District Board of Trustees. Additionally, the Fiscal Agent shall provide accounting services, reports, DRDSPD records, and suitable facilities for Regional Day School for the Deaf administrative and support staff, and shall perform any other responsibilities of the program in accordance with Dallas ISD policies and procedures. Each Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the mis-application of such funds will be the responsibility of the Member District to which the funds were assigned by the TEA.

4.5 The Fiscal Agent shall prepare and submit any reports required by federal or state law. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.6 The Fiscal Agent shall maintain fiscal records, personnel records and payroll systems as required by district policy, state and federal laws.

4.7 The Fiscal Agent, where the student attends a cluster site, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student receives itinerant service will prepare all required PEIMS student data reports on the 163 Record for students receiving DRDSPD services. In the event a Member District fails to submit

PEIMS student data on the 163 Record for a student who has been served itinerantly by the DRDSPD, it is agreed and understood that Member Districts which failed to submit the PEIMS record will be responsible for any financial deficit resulting there from.

4.8 The Fiscal Agent Member District (Dallas ISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The DRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and any other fixed or liquid assets or facilities belonging to the Fiscal Agent Member District. Personal property purchased by a Member District with that Member District's funds will remain the property of that Member District. The member district may retain ownership of such personal property including but not limited to, assistive technology or other specialized device or equipment paid for by the Member District and provided for the use of its DRDSPD student(s). The Fiscal Agent shall retain proof of ownership and any applicable insurances or warranties.

4.9 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the SSA's funds, if any, will be divided equally among the Member Districts. Assets will be divided consistent with 4.8 herein. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

4.10 Agreements pertaining to purchase of real property shall supersede any provisions herein.

4.11 In order to comply with the requirements of TEC §29.313, TEA has supported the development of an RDSPD program review process through ESC Region 11. RDSPD SSAs must participate in the program review process at least every four years.

5. Fiscal Practices and Member District Responsibilities

5.1 Administrative costs, including, but not limited to, all costs and salaries related to the Director, supervisors, speech therapists, counselors, classroom teachers, itinerant teachers, interpreters, manager, audiologist, licensed professional counselors, paraprofessionals and Regional Day School office staff, and contracts with outside service providers, including, but not limited to interpreters and consultants, as well as any uncontrollable costs, incurred by the DRDSPD SSA, over and above the amount of state deaf and/or federal funds shall be funded by the Member Districts as set forth in Exhibit A incorporated herein by reference.

5.2 For any student being served by the DRDSPD on, before or after PEIMS snapshot, the billing will be for current year services. Students being served after PEIMS snapshot, billing will be prorated for the current school year as determined by the director or designee of the DRDSPD.

5.3 Member districts are responsible for providing hearing assistive technology for students receiving deaf or hard of hearing itinerant services from DRDSPD.

5.4 Students served by the DRDSPD outside of Dallas county will be assessed an additional \$1,000 fee per student for itinerant personnel transportation. Such fee shall be in addition to the annual fee as set forth in Exhibit A

5.5 Each Member District shall remit the fee, as set forth in Section 5.1 (Exhibit A), owed to DRDSPD by June 1 of the current school year. A late fee of 10% of the entire amount to be submitted will be assessed for any payments not received by June 1.

5.6 Cost of residential placement for any student shall be the sole responsibility of the Member District of which the student is a legal resident with no joint liability of Member Districts.

5.7 A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to December 1st. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon delivery of such notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA. The withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30. The cost of any equipment not returned will be charged against the withdrawing member district. A withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

5.8 Member Districts agree that any funds assessed under DRDSPD SSA or this Agreement will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent. Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. Each Member District retains responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.

5.9 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the DRDSPD SSA operations. Member Districts retain responsibility for maintaining student eligibility folders.

5.10 Except as otherwise provided herein, Member Districts who are parties to this contract are ultimately responsible for the education of all deaf or hard of hearing students within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being served in the DRDSPD SSA Cluster Site, the DRDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Student Assessments
- Auditory Training
- Audiological Management
- Speech and Language Services
- Occupational and Physical Therapy Services
- Adapted Physical Education
- Vision Services
- Itinerant Teachers
- Student Counseling
- Hearing Assistive Technology
- Sign Language Interpreter Services (Cluster Site Only)
- Parent Education
- Program Review
- Staff Professional Development
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any services referenced herein is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any DRDSPD service shall be funded consistent with the terms set forth herein.

For students who are being served by DRDSPD on an itinerant basis, the DRDSPD will make available the following:

- Direct Services
- Parent Education
- Staff Professional Development
- Consultative Services
- Audiological Services(additional fee)
- Attend ARD Committee consistent with 34 C.F.R §300.346
- Program Supervision
- Program Review

- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any itinerant services is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any DRDSPD service shall be funded consistent with the terms set forth herein.

5.11 If an ARD committee determines a DRDSPD cluster site student requires an Intensive Support for Assistance and/or specialized equipment, the SSA member district shall be liable for all costs associated and shall reimburse the fiscal agent for the amount.

6. Non-Member Services

6.1 Eligible students who are deaf or hard of hearing from school districts, other than those Member Districts who are parties to this Agreement ("non-member LEAs") will be considered for DRDSPD SSA services/placement upon written request to the Director or other Administrator with authority of the Fiscal Agent of the DRDSPD SSA. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and present information and any requested clarification of information regarding the need(s) of such student(s) seeking to access services. The Member District Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The Member Districts acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the DRDSPD SSA, the Fiscal Agent shall refer the matter to TEA for review.

6.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement for such students, include, but are not limited to: (1) the type of services needed; (2) whether additional staff will have to be employed or engaged to serve such student; (3) whether the non-member LEA is a member of any other Shared Services Arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting such student and all travel costs of staff associated with serving such student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to the DRDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by DRDSPD SSA in providing services to such student; and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by such student or his or her parents guardian.

6.3 The costs for providing non-member LEA services to such students shall be in accordance with the fee schedule at Exhibit "B", as applicable and as may be amended annually by the Director or designee for the Fiscal Agent. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit "B". Non-member costs will be at a prorated rate at the start of the mutually agreed upon date by both parties.

6.4 The form of the Interlocal contract for non-member LEA services is attached as Exhibit "C".

6.5 In the event a non-member LEA does not agree to enter into a contract, then the Director or designee will provide contact information for providers with whom those schools may directly contract for services, if available.

6.6 Each Member District, by approval of this Agreement, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at Exhibits "C" and "D".

7. Legal Responsibilities

7.1 Each Member District with resident students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each student. Students who reside in another Member District and who attend Cluster Sites are not considered legal transfers of Dallas ISD, Fiscal Agent. The sending District continues to serve the role as the LEA to the extent permitted by TEA, Member Districts where the student resides or where students are enrolled will be counted in that Member District's accountability report.

7.2 The Member District wherein the student resides or in which the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student including but not limited to special education due process hearings brought pursuant to the IDEA. The Member District shall have the right to control the defense of such action, and shall be responsible for all costs in such defense and all damages and obligations arising therefrom.

7.3 If the DRDSPD SSA, the Fiscal Agent, and/or any of their respective employees, agents or officers are named as a party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served under this Agreement, the Member District wherein the student resides remains responsible for legal costs, court costs, attorney's fees and damages or settlement costs resulting from litigation directly involving such

student including reimbursement to the DRDSPD SSA or the Fiscal Agent for any such costs incurred by the DRDSPD SSA or the Fiscal Agent.

7.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom the Member District has an employment contract or with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom it has an employment contract or employment relationship.

7.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

7.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith in an effort to resolve any disputes that may arise among or between some or all of the parties to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split among the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person called a mediator, who will help resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. If legal action ensues, the venue shall lie in Dallas County.

7.7 Except as otherwise provided herein, each Member District and DRDSPD SSA bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.

8. Transportation

8.1 Each member district will be responsible for the transportation of students to and from DRDSPD cluster site locations. This includes but is not limited to: tutoring, UIL events, HB4545, athletics, summer program, ESY, extra-curricular activity sponsored by a school district.

9. Cluster Sites

9.1 The DRDSPD Cluster Sites will be located within Dallas ISD boundaries at locations as determined by the DRDSPD chief administrator.

10. Interpreter Services for School Sponsored Activities Outside the Instructional Day

10.1 It is the responsibility of the Member District of the deaf or hard of hearing student's residence to fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, athletics, extra-curricular, tutoring and any other extra-curricular activity sponsored by a school district. Dallas ISD will make available interpreter services based upon a fee as determined by Dallas ISD.

10.2 Enrollment into summer enrichment programs will be at the discretion of the Member District. Dallas ISD will make available interpreter services based on a fee as determined by Dallas ISD.

11. The Agreement

11.1 The initial term of this Agreement begins on the Effective Date and ends three years later, unless notification of withdrawal is given by a Member District of the Fiscal Agent or the program is otherwise terminated by action of TEA.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the DRDSPD SSA.

11.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

11.4 This Agreement is governed by the laws of the State of Texas.

11.5 If any provision of this Agreement becomes or is held to be in violation of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

11.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

Executed on this 1st day of July 2022.

A+ Charter Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Avalon Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

AW Brown Fellowship Academy

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Carrollton-Farmers Branch Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Cedar Hill Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Coppell Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Corsicana Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Dallas Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

DeSoto Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Duncanville Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Gateway Charter

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Ferris Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Garland Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Golden Rule Charter School

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Grand Prairie Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Harmony Public Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Highland Park Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

La Academia De Estrellas Charter School

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Lancaster Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Life School Charter Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Lumin Charter Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Maypearl Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Milford Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Palmer Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Prosper Independent School District

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Responsive Education Charter Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Trinity Basin Charter School

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Uplift Charter Schools

Superintendent Signature

Date of Approval

Executed on this 1st day of July 2022.

Village Tech Charter School

Superintendent Signature

Date of Approval

EXHIBIT A

DALLAS REGIONAL DAY SCHOOL FOR THE DEAF ARRANGEMENT

DRDSPD CLUSTER SITE SERVICES COSTS PER STUDENT ANNUALLY

CLUSTER SITE = \$14,745

CLUSTER SITE DEAF PLUS CLASSROOMS = \$18,760

DRDSPD ITINERANT/PARENT INFANT COST PER STUDENT ANNUALLY

ITINERANT SERVICES IN HOME DISTRICT

Cost per one visit per week = \$4,510

Cost per two visits per week = \$5,720

Cost per three visits per week = \$7,040

Consultant Cost twice per year + ARD representation = \$770

Monitoring Cost three times a semester + ARD representation = \$2,778

PARENT INFANT SERVICES (ECI)

Cost per one visit per week = \$5,966

Cost per two visits per month = \$2,983

Cost per one visit per month = \$1,650

Services Listed Are for Reference Only

Availability of such services will be determined at the time a Request for Non-Member services is submitted.

EXHIBIT B

Requested Non-Member LEA Services and Applicable Fees

This fee schedule shall be determined by the RDSPD. Fees are subject to change at the discretion of the DRDSPD. Services are contingent upon staff availability.

(An administrative fee in the amount of \$_____ must be submitted with the executed Services or Interlocal contract). (Travel for DRDSPD staff delivery services will be reimbursed in the amount of \$_____)

EVALUATION FEE:

- A. Otological Evaluation
- B. Audiological Assessment
- C. Speech and Language Assessment
- D. Psycho-educational Assessment
- E. Psychological Assessment
- F. Communication Assessment
- G. Counseling
- H. Re-evaluation
- I. Functional Listening Evaluation
- J. Other

ITINERANT SERVICES FEE:

- A. Observation
- B. Equipment in-services
- C. Deliver batteries
- D. Troubleshoot hearing aids/equipment
- E. Shuttle/dispense broken and repaired aids
- F. Consult with teachers on modifications
- G. Consult with diagnosticians on deaf or hard of hearing procedures and paperwork
- H. ARD participation
- I. Direct services to students
- J. Auditory Training

- K. Speech and Language Assistance
- L. Itinerant Teacher
- M. Student Counseling
- N. Parent Education
- O. Staff Training
- P. Summer Enrichment
- Q. ESY

CLUSTER SITE SERVICES FEE:

OTHER FEE:

- a. _____
- b. _____

This Agreement precludes the provision of interpreter services, as an itinerant service or for any instructional, non-instructional program, or any extracurricular activity at the non-member district campuses.

Students who attend a cluster site/centralized program will not be considered a transfer student.

EXHIBIT C

STATE OF TEXAS

§

INTERLOCAL AGREEMENT: FOR

§
§

COUNTY OF DALLAS

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The Dallas Regional Day School Program for the Deaf, an SSA, in Dallas County, Texas ("the SSA"), and ("Non-Member LEA"), an independent school district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement ("the Agreement") for the provision of specific deaf education services for Non Member LEA students who are eligible for deaf or hard of hearing education services pursuant to IDEA as further defined herein ("Deaf or Hard of Hearing Services"), in order to provide access to the SSA's deaf education program as required by the Texas Education Agency ("TEA"). SSA and Non-Member LEA may be referred to jointly herein as the "Parties," and individually as a "Party."

WHEREAS, the SSA is currently providing Deaf or Hard of Hearing Services to its Member Districts; and

WHEREAS, pursuant to the Dallas Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated , the SSA may provide Deaf or Hard of Hearing Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf or Hard of Hearing Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf or Hard of Hearing Services from the SSA and the SSA. Agrees to provide the Deaf or Hard of Hearing Services, by means of this Interlocal Agreement; and

WHEREAS, both Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, *et seq.* of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will comply with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf or Hard of Hearing Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

1. Purpose

Pursuant to Chapter 791 of the Act, the Non-Member LEA and the Member Districts made a part of the SSA are public entities, entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: deaf or hard of hearing education services and services for the public health and welfare.

2. General Agreement

The Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf or Hard of Hearing Services. The Deaf or Hard of Hearing Services consist of those identified on Exhibit "B" attached hereto.

3. SSA Responsibilities

SSA shall provide Deaf or Hard of Hearing Services, utilizing best efforts, through its staff and personnel, as set forth on Exhibit "B".

4. Non-Member LEA Responsibilities

- The Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member LEA retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- The Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the RDSPD SSA or do not reflect IDEA compliance, Non-Member LEA services may be rejected.
- The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- It is agreed and understood that the continued delivery of services to students of Member Districts of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may serve Non-Member LEA student(s), assurances shall be provided to the member districts that the Member District students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time,

Determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member District students.

- Non-Member LEAs are responsible for the education of each Deaf/Hard of Hearing student who resides within that Non-Member LEA's boundaries regardless of whether the student is served in the Non-Member LEA's local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain Deaf or Hard of Hearing Services based upon the fee schedule set forth in Exhibit B.
- Child Find and the determination of eligibility for Deaf or Hard of Hearing Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of a student's three eligibility criteria and any additional evaluations for Deaf Services eligibility of its students.
- The Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non-compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf or Hard of Hearing Services are provided, including providing all required insurance for vehicles used in such transportation.
- The Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

5. Miscellaneous

- A To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Interlocal Agreement. Further, Non-Member LEA shall indemnify and hold the SSA harmless from any actions brought against the SSA, any Member District of the SSA or any employee, agent or officer of any Member District of the SSA for any reason related to the Deaf Services and/or this Interlocal Agreement.
- B. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail to the Fiscal Agent. Either Party may change the address to which

notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- C. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. Prior Agreement Superseded. This Agreement together with the terms of the Dallas Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non Member Services.
- E. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Definition of Terms. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq.* and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal.
- H. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.

- I. **Governing Law and Place for Performance.** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Dallas and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- J. **Exhibits Incorporated.** All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- K. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- L. **No Waiver of immunities.** Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Member Districts, the Non-Member LEA's, or the past or present officers, employees, or agents of the Non-Member LEA's and Member Districts.
- M. **Approval by Governing Bodies.** This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA
- N. **Payment from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- O. **Assignment.** Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- P. **Termination.** Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

SHARED SERVICE ARRANGEMENT AGREEMENT - NON-MEMBER
INTERLOCAL AGREEMENT

TO BE EFFECTIVE this ____ day of _____, _____ and TERMINATE on June 30, 2025

Dallas ISD Representative

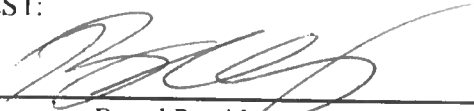
School District Representative

Date

Date

EXECUTED TO BE EFFECTIVE this 1st day of July, 2022 and TERMINATE on June 30, 2025.

ATTEST:

By: 
Board President

Date: 2-17-22

ATTEST:

By: 
Board Secretary

Date: 2-17-22

APPROVED AS TO FORM:

By: 
Dallas ISD Legal Counsel

Date: 01.13.22



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Request for Memorandum of Understanding Agreement
Between Garland ISD and Texas A&M University-Commerce

Agenda Section: Action Item

**Administrator
Responsible:** Dr. Tiffany Gilmore, Director of Guidance and Counseling

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Summary/Background Information:

During this agenda item, Trustees will be provided a presentation and asked to consider a memorandum of understanding agreement between the District and Texas A & M University-Commerce. This MOU aims to provide financial support to eligible Garland ISD members and graduating high school students of Garland ISD. This MOU includes three programs: The President's Promise, Rising Lion, and the Quick Start Grant.

Administrative Recommendations:

Administration recommends approval.

Memo

To: GISD School Board Trustees

From: Dr. Tiffany Gilmore, Director of Guidance and Counseling

CC: Dr. Ricardo López, GISD Superintendent
Dr. Susanna Russell, Academics & Leadership Officer

Date: June 28, 2022

Subject: Memorandum of Understanding Agreement Between Garland ISD and Texas A&M University-Commerce

During the regular meeting of the Board of Trustees, scheduled for Tuesday, June 28, 2022, trustees will be presented with a proposed Memorandum of Understanding (MOU) between Garland ISD and Texas A & M University-Commerce. The MOU agreement between Garland ISD and Texas A&M University-Commerce intends to increase the number of graduating students and staff members who are pursuing undergraduate and graduate degrees, respectively, at A&M-Commerce. The MOU is designed to strengthen and sustain existing collaboration efforts by solidifying financial support to eligible Garland ISD staff members and graduating high school students. The MOU includes three programs: The President's Promise, Rising Lion, and the Quick Start Grant.

The following documents are provided for your review and consideration in advance of our upcoming presentation:

- A draft presentation
- A copy of the proposed memorandum of understanding with Texas A & M University-Commerce

I look forward to sharing this information with you for your review and consideration. The administration recommends approval of this proposed MOU



Memorandum of Understanding Agreement Between Garland ISD and Texas A&M University-Commerce

TEXAS A&M
UNIVERSITY
COMMERCE



Dr. Mark Rudin
President & CEO



Nechell Bonds
Vice President for Enrollment Management



Abbie Harper
Executive Director of University
Partnerships



Kristen Neeley
Director of New Student & Family
Program



Marcus Hawkins
DFW Admissions Counselor



Jennifer Faunce
Director of Graduate Enrollment

Programming

- ❑ College Application Workshops
- ❑ FAFSA/TASFA Application Workshops
- ❑ Scholarship Workshops
- ❑ GO Center Visits & Express Learning Sessions
- ❑ TAMU-C College Readiness Course within Canvas
- ❑ Individual Student and Family Application Support
- ❑ Classroom Presentations & Netflix Streaming Series
- ❑ PreK- 12 School Counselor PD
- ❑ College Tours
- ❑ Participation in senior awards days, college nights, and summer melt activities



Enrollment Outcomes

Fall 2017 - Fall 2021

22% increase in admissions applications
32% increase in admitted students

TAMU-C total undergraduate yield rate is **26.9%**
The average yield rate of GISD students is **28.7%**



TEXAS A&M UNIVERSITY
COMMERCE

Class of 2021 Scholarship Offers



HS Campus	# of Students	Scholarship Amount
North Garland High School	37	\$124,000
Rowlett High School	19	\$94,000
Sachse High School	13	\$60,000
Lakeview Centennial High School	65	\$436,000
Naaman Forest High School	23	\$122,000
Garland High School	37	\$148,000
South Garland High School	15	\$162,000
Garland ISD	209	\$ 1,146,000

Staff Full Ride Scholarship Recipients: Jessica Tanguy and Robert Navarro



2019-2020

MOU Agreement

Undergraduate & Graduate Support Opportunities:

- ❑ The President's Promise
- ❑ Rising Lion Program
- ❑ Quick Start Grant Program
- ❑ Teacher of the Year Grant Program
- ❑ Pride Pathway Initiative





TEXAS A&M UNIVERSITY
COMMERCE



GISD

A Results Driven PK-16 Partnership Model

MEMORANDUM OF UNDERSTANDING
by and between
Garland ISD
and
TEXAS A&M UNIVERSITY-COMMERCE

This Memorandum of Understanding (“MOU”) is entered into by and between GARLAND ISD hereinafter referred to as OTHER PARTY, and TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as “A&M-Commerce”.

WHEREAS, A&M-Commerce intends to establish the Garland ISD collaboration, designed to increase the number of graduating students who are members of Garland ISD to pursue undergraduate and graduate degrees, respectively, at A&M-Commerce.

The purpose of this MOU is to provide financial support to eligible Garland ISD members and graduating high school students of Garland ISD. This MOU includes three programs: The President’s Promise, Rising Lion, and the Quick Start Grant.

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

NOW, THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

Article I. Overview and Purpose

Undergraduate Assistance and Support

The President’s Promise:

Students enrolling in A&M-Commerce directly after graduating from high school (including students completing an associate degree in high school) or students transferring with an earned transferrable associate’s degree are eligible for the President’s Promise, a last-dollar tuition scholarship to cover the remaining balance of any tuition for 15 credit hours each semester for up to four academic years for first-year students and up to 2 academic years for transfer students (summer terms and non-A&M-Commerce enrolled hours are not included) NOT covered by other grants, scholarships, exemptions, benefits and/or waiver programs received by the student; provided the student applicant meets the criteria listed in items 1 through 6 listed in the Eligibility Criteria section of this MOU.

A&M-Commerce will also provide students in this program guidance from A&M-Commerce advisors, mentors, faculty, and staff who are invested in student success.

Rising Lion Program:

The Garland ISD student graduates will also have the opportunity to participate in the Rising Lion program. Under the President's Promise, the Rising Lion program is a structured academic experience that allows incoming freshmen who have been awarded the President's Promise to start taking college classes. Students will also have the opportunity to engage with and acclimate to new friends, and adjust to the college environment before the start of the fall semester.

Graduate Assistants and Support:**The Quick Start Grant Program:**

The Quick Start grant will also allow employees of Garland ISD to attend A&M-Commerce to pursue graduate degrees through the Quick Start grant program. A&M-Commerce will provide a continuous \$250 or \$500 per semester grant, based on credit hours, to those who meet the criteria listed in the Graduate Criteria section of this MOU. A&M-Commerce will award and maintain a cohort of two (2) Garland ISD employees admitted by the university and selected by Garland ISD to pursue a graduate degree with tuition and fees paid for by A&M-Commerce. Upon graduation of an awardee, Garland ISD will identify a new Garland ISD employee to be awarded.

The Teacher of the Year Grant Program:

The Teacher of the Year Grant will also allow employees of Garland ISD to attend A&M-Commerce to pursue graduate degrees through the Teacher of the Year grant program. A&M-Commerce will provide a continuous \$250 or \$750 per semester grant, based on credit hours, to those who meet the criteria listed in the Graduate Criteria section of this MOU. This is only available to the district or campus teacher of the year. A&M-Commerce will accept Teacher of the Year employees within three years back for all 72 campuses.

Pride Pathway Initiative

Paraprofessionals, substitute teachers, and other non-degree-holding auxiliary personnel at Garland ISD interested in obtaining a bachelor's degree may enroll in the competency-based academic programs within the College of Innovation and Design at A&M-Commerce as the first step in becoming certified teachers. The BAAS: Organizational Leadership program is designed for adult learners and working professionals and offers instruction in a 100% online and flexible format. Eligible students admitted to the programs can transfer up to 90 semester hours of community college, WECM, military, or other transcribed college credits to be used towards graduation requirements. Courses are offered in 7-week terms, use Open Educational Resources (eliminating the need for textbooks), and are offered at a subscription tuition rate of \$750 per term. Students completing their initial courses can accelerate to additional courses to be completed at no additional cost within the 7-week term. Students work at their own pace through course material, but receive wrap-around support from advisors and regular and individualized feedback from instructors. Students completing the BAAS: Organizational Leadership degree may then pursue alternative teacher certification through A&M-Commerce. If the degree is completed at A&M-Commerce, alternative teacher certification credits can be

applied towards completion of the M.Ed. in the Art of Teaching offered through the Department of Curriculum and Instruction at A&M-Commerce. Students also have the option of a certification pathway of their choosing.

First-Year Student President’s Promise Criteria:

Applicants must be first-time new in college following high school graduation and must submit official high school transcripts for admission consideration.

To be eligible for the President’s Promise, a first-year student must:

1. Apply to A&M-Commerce and be officially admitted as well as pursuing a first baccalaureate degree.
2. Be Texas residents, admitted to A&M-Commerce, eligible to receive a federal Pell grant, and have a family Adjusted Gross Income (AGI) of \$ 65,000 or less.
3. Enroll for a minimum of 15 hours for each fall and spring semester.
4. Classified as first-time, full-time degree-seeking students and enrolled immediately following high school graduation.
5. Maintain a 2.5 or greater A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility for The President’s Promise.
6. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (the final deadline is March 6th).

First Year Rising Lion Program Criteria:

- Apply to A&M–Commerce as a first-time, full-time, and degree-seeking freshman.
- A student that is not granted admission will be offered the opportunity to gain admission to A&M-Commerce through the Rising Lion program during the Summer II term. By completing the summer semester through the Rising Lion program, and passing two courses with a “C” or better (2.0 cumulative GPA), the student will be eligible to continue registration for fall courses working with their Academic Success Team.

Transfer Student President’s Promise Criteria:

Applicants must complete an associate degree with at least a 2.00 GPA and must submit all official school transcripts from all previously attended colleges and universities for admission consideration.

To be eligible for the President’s Promise, a transfer student must:

1. Apply to A&M-Commerce and be officially admitted as well as pursuing a first baccalaureate degree.
2. Be Texas residents, admitted to A&M-Commerce, be eligible to receive a federal Pell grant, and have a family Adjusted Gross Income (AGI) of \$ 65,000 or less.
3. Enroll for a minimum of 15 hours for each fall and spring semester.
4. Classified as first-time, full-time degree-seeking students and enrolled after receiving a transferrable associate degree (Associate of Arts, Associate of Science, Associate of Arts in Teaching).
5. Maintain a 2.5 or greater A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility for The President’s Promise.

6. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (the final deadline is March 6th).

Graduate Criteria:

The Quick Start Grant Program - Graduate Criteria:

The Quick Start grant is directed toward employees of Garland ISD.

1. The student must be a current employee of Garland ISD. The employee must be verified and recommended by the Superintendent or their designee.
2. New students enrolled in 6 or more graduate hours are eligible to receive a \$500 grant per semester; students enrolled in 3 to 5 graduate hours are eligible to receive a \$250 grant per semester. This grant also includes summers.
3. Students must be officially admitted to an A&M-Commerce graduate program as new or first-time students and pursuing a master's or doctoral degree.
4. Students enrolled under the Quick Start grant must earn and maintain a 3.0 or greater institutional GPA in the semester of the initial grant.
5. Grant funding must be used to reduce tuition and fees at A&M-Commerce in the semester the grant is awarded.

1.1 A&M-Commerce Responsibilities:

1. Collaborate with Garland ISD in marketing and promoting the program to all students and family members of Garland ISD.
2. Participate in college fairs and career week programs hosted by Garland ISD, as offered.
3. Provide specialized advising, mentoring, and academic tracking to students who are enrolled in the President's Promise program and the Rising Lion program.
4. Quarterly, provide a summary of student performance to the Garland ISD board or designee.
5. Post the articulated Garland ISD and A&M-Commerce MOU and agreements on A&M-Commerce's website.
6. Provide scholarship and financial aid information, through admission and advising materials, to Garland ISD students who enroll at A&M-Commerce.

1.2 OTHER PARTY Responsibilities:

1. Collaborate with A&M-Commerce to market and promote the program to all students and family members that are students of Garland ISD.
2. Continuously and positively promote the President's Promise and Rising Lion program through Garland ISD selected channels.
3. Aggressively promote the Quick Start grant to Garland ISD.

- 4 To the extent permitted under Texas and Federal Law, provide A&M-Commerce with information necessary to successfully implement and administer the President's Promise program, the Rising Lion program, and the Quick Start grant.
- 5 Post the articulated A&M-Commerce and the Garland ISD MOU and agreements on the website.
- 6 Communicate all of A&M-Commerce's academic requirements, policies, procedures, tuition, and fees to the President's Promise students who are enrolled at A&M-Commerce through the President's Promise, Rising Lion program, and the Quick Start grant. Students will be notified that these are subject to change; A&M-Commerce cannot guarantee this program in perpetuity, and future offerings cannot be guaranteed beyond the terms of this MOU.

Article II. Duration of the MOU:

2.1. Term. This MOU will become effective upon the date of its signing and shall have a term of five years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time before the expiration of this MOU by providing written notice to the other party 30 days in advance.

Article III. Modification

This MOU may be modified by mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Independent Contractor

For this MOU and all services to be provided hereunder, the parties shall be and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing

Article V. Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be

effective when received. A&M-Commerce and OTHER PARTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M-Commerce: Mr. Travis Ball, M.Sc., CTPM
Chief Procurement Officer and HUB Coordinator
Texas A&M University-Commerce
P.O. Box 3011
Commerce, TX 75429-3011

OTHER PARTY: _____

Attention: _____
Phone: () _____
Fax: () _____
E-mail: _____

Article V. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrences, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, the venue for any suit filed against A&M-Commerce must be in Hunt County, Texas.

OTHER PARTY expressly acknowledges that A&M-Commerce is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.

The OTHER PARTY acknowledges that A&M-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce's written request, the OTHER PARTY will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of A&M-Commerce. The OTHER PARTY acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOU on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the OTHER PARTY agrees that the

agreement can be terminated if the OTHER PARTY knowingly or intentionally fails to comply with a requirement of that subchapter.

Each party shall bear its respective costs, risks, and liabilities incurred by it as a result of its activities under this MOU. Neither party has any right to any reimbursement, payment, or compensation under this MOU. Any such obligations must be addressed in separate written agreements between the parties.

Each party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws and regulations.

Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

This MOU contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter.

The undersigned parties bind themselves to the faithful performance of this MOU:

Garland ISD

Texas A&M University-Commerce

Dr. Ricardo Lopez
Superintendent



Dr. Mark Rudin
President

Date: _____

Date: February 16, 2022

DATA PRIVACY AGREEMENT (DPA)
FOR TEXAS K-12 INSTITUTIONS

Garland Independent School District

LEA NAME [Box 1]

DATE [Box 2]

and

Texas A&M University-Commerce

4/20/2022

OPERATOR NAME [Box 3]

DATE [Box 4]

Background and Instructions

History of Agreement- This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

Instructions for Operators: This agreement is intended to be provided to an Operator from a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 3	Official Name of Operator
Cover Page	Box # 4	Date Signed by Operator
Recitals	Box #5	Contract Title for Service Agreement
Recitals	Box #6	Date of Service Agreement
Article 7	Boxes #7-10	Operator's designated representative
Signature Page	Boxes #15-19	Authorized Operator's representative signature
Exhibit A	Box #25	Description of services provided
Exhibit B	All Applicable Boxes	<ul style="list-style-type: none"> • Operator notates if data is collected to provide the described services. • Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA

Exhibit E	All Applicable Boxes	(Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as <u>Exhibit E</u>), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit.
Exhibit F	Boxes # 25-29	A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures

Instructions for LEA and/or Subscribing LEA: This agreement is intended to be provided to an Operator from a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 1	Official Name of LEA
Cover Page	Box #2	Date Signed by LEA
Article 7	Boxes #11-14	LEA's designated representative
Signature Page	Boxes #20-24	Authorized LEA representative's signature
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA
Exhibit E	All Applicable Boxes	(Optional Exhibit) Only to be completed by a Subscribing LEA

RECITALS

WHEREAS, the Operator has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) according to a contract titled “Commerce Connection” and dated 04/12/22 (the “Service Agreement”), and [Box 5]
[Box 6]

WHEREAS, in order to provide the Services described in the Service Agreement, the Operator may receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Operator’s Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

WHEREAS, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

Nature of Services Provided. The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement

1. **Purpose of DPA.** For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties’ responsibilities to protect Data.
2. **Data to Be Provided.** In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.

DPA Definitions. The definitions of terms used in this DPA are found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement will continue to be the property of and under the control of the LEA. The Operator further

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Ownership of Data.** All Data transmitted to the Operator pursuant to the Service Agreement is and acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.
- 2. Operator Materials.** Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
- 3. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 4. Data Portability.** Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
- 5. Third Party Request.** Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
- 6. No Unauthorized Use.** Operator shall use Data only for the purpose of fulfilling its duties and obligations under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.

Subprocessors. All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to

determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With State and Federal Law.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRRA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
2. **Consider Operator as School Official.** The Parties agree that Operator is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF OPERATOR

1. **Privacy Compliance.** Operator may receive Personally Identifiable Information (“PII”) from the District in the course of fulfilling its duties and obligations under the Service Agreement. The Operator shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security including FERPA, COPPA, PPRRA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA.
2. **Employee Obligation.** Operator shall require all employees and agents who have access to Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
3. **De-identified Information.** De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.
4. **Access To, Return, and Disposition of Data.** Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA’s obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time

period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of. The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Data” FORM, a sample of this form is attached on Exhibit “D”). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

5. **Targeted Advertising Prohibition.** Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.

(di) **Access to Data.** Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
 - c. **Employee Training.** The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - f. **Security Contact.** Operator shall provide the name and contact information of Operator’s Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.

- g. **Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.
 - h. **Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
 - i. **Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
 - j. Operator shall have a written incident response plan that reflects best practices and is consistent with

industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
2. **Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
- a. The security breach notification to the LEA shall be written in plain language, and address the following
 - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
 - b. Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
 - c. In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
 - d. The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
 - e. The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

ARTICLE VI- GENERAL OFFER OF PRIVACYTERMS

1. **General Offer of Privacy Terms.** Operator may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

**ARTICLE VII:
MISCELLANEOUS**

1. **Term.** The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Operator shall dispose of all of LEA’s Data pursuant to Article IV, section 5.
4. **Priority of Agreements.** This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:
The designated representative for the Operator for this Agreement is:

First Name:	<u>Jeremy</u>	[Box 7]
Last Name:	<u>Gamez</u>	[Box 8]
Operator’s Company Name:	<u>Texas A&M University-Commerce</u>	[Box 9]
Title of Representative:	<u>Chief Information Officer</u>	[Box 10]

The designated representative for the LEA for this Agreement is:

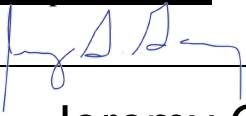
First Name:	<u>Matthew</u>	[Box 11]
Last Name:	<u>Yeager</u>	[Box 12]
LEA’s Name:	<u>Garland Independent School District</u>	[Box 13]
Title of Representative:	<u>Executive Technology Officer</u>	[Box 14]

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
10. **Waiver.** Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
11. **Assignment.** The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

Operator's Representative:

BY:  [Box 15] Date: 04/20/22 [Box 16]

Printed Name: Jeremy Gamez [Box 17] Title/Position: CIO [Box 18]

Address for Notice Purposes: 2600 S. Neal Street, Commerce, TX 75428 [Box 19]

LEA's Representative

BY: _____ [Box 20] Date: _____ [Box 21]

Printed Name: Matthew Yeager [Box 22] Title/Position: Executive Technology Officer [Box 23]

Address for Notice Purposes: 410 Stadium Dr, Garland, TX 75040 [Box 24]

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Description : [Box 25]

Through the Commerce Connection partnership, Garland ISD will work collaboratively with Texas A&M University-Commerce (TAMUC) to expand postsecondary educational opportunities for Garland ISD students and ensure that Garland ISD students fully access the resources made available to them by TAMUC.

In support of Commerce Connection, Garland ISD will provide electronic high school transcripts for all active applicants to TAMUC for the purpose of completing the application for admission process and updating transcripts on file for scholarship purposes.

TAMUC will provide application, admission and enrollment information & status reports for Garland ISD students to CCMR Counselors.

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth	<input checked="" type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Transportation	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	<input type="checkbox"/>

EXHIBIT “C”

DEFINITIONS

HB 2087: The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

Data: Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Operator’s services.

De-Identified Information (DI): De-Identified Information is Data subjected to a process by which any Personally Identifiable Information (“PII”) is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator’s software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Pupil-Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Subscribing LEA: A LEA that was not party to the original Services Agreement and who accepts the Operator’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Texas Student Privacy Alliance: The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

EXHIBIT "D"

SAMPLE REQUEST FOR RETURN OR DELETION OF DATA

Instructions: This Exhibit is optional and provided as a sample ONLY. It is intended to provide a LEA an example of what could be used to request a return or deletion of data.

_____ directs _____ to
LEA OPERATOR

dispose of data obtained by Operator pursuant to the terms of the Service Agreement between
return LEA and Operator. The terms of the Disposition are set forth below:

1. Extent of Return or Disposition

Return or Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Return or Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Return or Disposition

Disposition shall be by destruction or deletion of data.

Return shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Return or Disposition

Data shall be returned or disposed of by the following date:

As soon as commercially practicable

By the following agreed upon date:

4. Signatures

Authorized Representative of LEA

Date:

5. Verification of Disposition of Data

Authorized Representative of Operator

Date:

EXHIBIT “ E”

GENERAL OFFER OF PRIVACY TERMS

Instructions: This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

1. Offer of Terms

Operator offers the same privacy protections found in this DPA between it and

[_____]
and which is dated [04/12/22] to any other LEA (“Subscribing LEA”) who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator’s signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator may withdraw the General Offer in the event of:

- (1) a material change in the applicable privacy statutes;
- (2) a material change in the services and products listed in the Originating Service Agreement;
- (3) the expiration of three years after the date of Operator’s signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be transmitted to the Alliance’s users.

Operator’s Representative:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

Subscribing LEA’s Representative:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

EXHIBIT “ F”

DATA SECURITY

1. **Operator’s Security Contact Information:**

Jeremy Gamez _____ [Box 26]

Named Security Contact

Jeremy.Gamez@tamuc.edu _____ [Box 27]

Email of Security Contact

903-886-5969 _____ [Box 28]

Phone Number of Security Contact

2. **List of Operator’s Subprocessors:**

[Box 29]

3. **Additional Data Security Measures:**

[Box 30]



Memorandum of Understanding Agreement Between Garland ISD and Texas A&M University-Commerce



Dr. Mark Rudin
President & CEO



Nechell Bonds
Vice President for Enrollment Management



Abbie Harper
Executive Director of University
Partnerships



Kristen Neeley
Director of New Student & Family
Program



Marcus Hawkins
DFW Admissions Counselor



Jennifer Faunce
Director of Graduate Enrollment

Programming

- College Application Workshops
- FAFSA/TASFA Application Workshops
- Scholarship Workshops
- GO Center Visits & Express Learning Sessions
- TAMU-C College Readiness Course within Canvas
- Individual Student and Family Application Support
- Classroom Presentations & Netflix Streaming Series
- PreK- 12 School Counselor PD
- College Tours
- Participation in senior awards days, college nights, and summer melt activities



Enrollment Outcomes

Fall 2017 - Fall 2021

22% increase in admissions applications
32% increase in admitted students

TAMU-C total undergraduate yield rate is **26.9%**
The average yield rate of GISD students is **28.7%**



TEXAS A&M UNIVERSITY
COMMERCE

Class of 2021 Scholarship Offers



HS Campus	# of Students	Scholarship Amount
North Garland High School	37	\$124,000
Rowlett High School	19	\$94,000
Sachse High School	13	\$60,000
Lakeview Centennial High School	65	\$436,000
Naaman Forest High School	23	\$122,000
Garland High School	37	\$148,000
South Garland High School	15	\$162,000
Garland ISD	209	\$ 1,146,000

Staff Full Ride Scholarship Recipients: Jessica Tanguy and Robert Navarro



2019-2020

MOU Agreement

Undergraduate & Graduate Support Opportunities:

- The President's Promise
- Rising Lion Program
- Quick Start Grant Program
- Teacher of the Year Grant Program
- Pride Pathway Initiative





TEXAS A&M UNIVERSITY
COMMERCE



GISTD

A Results Driven PK-16 Partnership Model



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Academic Calendar Update Recommendations: 2022-23 and 2023-24

Agenda Section: Action Item

Administrator Responsible: Dr. Susanna Russell, Chief Leadership & Academic Officer

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

The Garland ISD Board of Trustees approved the administration's academic calendar recommendations for the 2022-23 and 2023-24 school years during their December 12, 2021 Regular Meeting.

Voting is an essential component of democracy, and many Garland ISD schools are utilized as polling places during general elections. Any community member who wishes to vote may enter our polling place campuses on election day, without being screened through our traditional visitor process.

In order to ensure the safety and security of district students and staff during voting, district administration is recommending the following revisions to the previously board-adopted calendars:

- 2022-2023 school calendar – move the currently approved Friday, November 4th staff development date to Tuesday, November 8th
- 2023-2024 school calendar – move the currently approved Monday, November 6th staff development date to Tuesday, November 7th

These proposed changes do not impact the number of instructional days or minutes, and do not impact the number of staff development days.

Administrative Recommendations:

Administration recommends approval.

Memo

To: GISD School Board Trustees

From: Dr. Susanna Russell, Chief Leadership & Academic Officer
Dr. Kimberly Caddell, Assistant Superintendent of Curriculum & Instruction
Sherese Nix Lightfoot, Executive Director, Communications

CC: Dr. Ricardo Lopez, GISD Superintendent

Date: May 26, 2022

Subject: Academic Calendar Update Recommendations: 2022-23 and 2023-24

During the GISD School Board's District Affairs Committee meeting to be held on June 14, 2022, Trustees will be provided with an overview of the administration's academic calendar update recommendations for the 2022-23 and 2023-24 school year. In order to ensure the safety and security of district students and staff, district administration is recommending the following revisions to the previously adopted calendars:

- 2022-2023 school calendar – move the Friday, November 4th staff development date to Tuesday, November 8th
- 2023-2024 school calendar – move the Monday, November 6th staff development date to Tuesday, November 7th

By approving these administrative recommendations, the school district will be able to limit building access to staff-only, since many campuses will be used at voting sites for national and state elections. Proposed calendar edits are attached to this memo.

The current calendars were approved by Trustees during their December 12, 2021, Regular Meeting and are posted to the [district website](#).

2022-23 Garland ISD Academic Calendar

S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
JULY							AUGUST							SEPTEMBER							OCTOBER						
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	[17	18	19	20	21	22
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31																								30	31		
July 4: Independence Day							Aug. 1-5: Staff development							Sept. 2: Staff development/ Student holiday							Oct. 7: First grading period ends						
July 4-8: GISD administrative facilities closed							Aug. 8: First day of class First grading period begins							Sept. 5: Labor Day							Oct. 10-14: Fall Break Oct. 17: Second grading period begins						
NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
						1 2 3 4 5							1 2 3	1 2 3 4 [5 6 7										1 2 3 4			
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27	28	29	30	25	26	27	28	29	30	31	29	30	31	26	27	28											
Nov. 4: Staff development/ Student holiday							Dec. 16: Student early dismissal/ Staff development Second grading period ends							JAN. 2: Winter Break							Feb. 20: Staff development/ Student holiday						
Nov. 21-25: Thanksgiving Break							Dec. 19-30: Winter Break							Jan. 3-4: Staff development/ Student holiday Jan. 5: Third grading period begins Jan. 16: Martin Luther King Jr. Day													
MARCH							APRIL							MAY							JUNE						
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26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30					
March 10: Third grading period ends							April 7: Student/Staff holiday							May 26: Last day of class Student early dismissal/ Staff development Fourth grading period ends													
March 13-17: Spring Break							April 10: Staff development/ Student holiday							May 29: Memorial Day May 30: Staff development													
March 20: Fourth grading period begins																											

School hours

Full-day prekindergarten	8:10 a.m.-3:30 p.m.
Elementary school	8:10 a.m.-3:30 p.m.
Middle school	8:50 a.m.-4:10 p.m.
High school	7:30 a.m.-2:50 p.m.

Early dismissal times

Elementary school	1:25 p.m.
Middle school	2:05 p.m.
High school	12:40 p.m.

First semester: 82 days

[] Grading periods	Aug. 8-Oct. 7 (43 days)
	Oct. 17-Dec. 16 (39 days)


Second semester: 93 days

[] Grading periods	Jan. 5-Mar. 10 (45 days)
	Mar. 20-May. 26 (48 days)

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 YouTube: garlandisdnews

2023-24 Garland ISD Academic Calendar

S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S			
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July 4: Independence Day							Aug. 1-7: Staff development							Sept. 1: Staff development/ Student holiday							Oct. 6: First grading period ends									
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																					Oct. 16: Second grading period begins									
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							31																							
Nov. 6: Staff development/ Student holiday							Dec. 15: Student early dismissal/ Staff development Second grading period ends							JAN. 1-3: Winter Break							Feb. 19: Staff development/ Student holiday									
Nov. 20-24: Thanksgiving Break							Dec. 18-29: Winter Break							Jan. 4-5: Staff development/ Student holiday																
														Jan. 8: Third grading period begins																
														Jan. 15: Martin Luther King Jr. Day																
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March 8: Third grading period ends							April 1: Staff development/ Student holiday							May 27: Memorial Day																
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March 18: Fourth grading period begins														May 31: Staff development																
March 29: Student/Staff holiday																														

School hours

Full-day prekindergarten	8:10 a.m.-3:30 p.m.
Elementary school	8:10 a.m.-3:30 p.m.
Middle school	8:50 a.m.-4:10 p.m.
High school	7:30 a.m.-2:50 p.m.

Early dismissal times

Elementary school	1:25 p.m.
Middle school	2:05 p.m.
High school	12:40 p.m.

First semester: 81 days

[] Grading periods	Aug. 8-Oct. 6 (42 days)
	Oct. 16-Dec. 15 (39 days)


Second semester: 94 days

[] Grading periods	Jan. 8-Mar. 8 (43 days)
	Mar. 18-May. 30 (51 days)

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2023-24 Garland ISD Academic Calendar

S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S		
JULY							AUGUST							SEPTEMBER							OCTOBER								
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12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17		
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
26	27	28	29	30	24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29									
							31																						
Nov. 7: Staff development/ Student holiday							Dec. 15: Student early dismissal/ Staff development Second grading period ends							JAN. 1-3: Winter Break							Feb. 19: Staff development/ Student holiday								
Nov. 20-24: Thanksgiving Break							Dec. 18-29: Winter Break							Jan. 4-5: Staff development/ Student holiday Jan. 8: Third grading period begins Jan. 15: Martin Luther King Jr. Day															
MARCH							APRIL							MAY							JUNE								
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17	[18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22		
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	23	24	25	26	27	28	29
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High school	12:40 p.m.

First semester: 81 days

- [] Grading periods
 - Aug. 8-Oct. 6 (42 days)
 - Oct. 16-Dec. 15 (39 days)

Second semester: 94 days

- [] Grading periods
 - Jan. 8-Mar. 8 (43 days)
 - Mar. 18-May. 30 (51 days)

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**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Career and Technical Education Training Merchandise and Services One (1) Year with One (1) Annual Renewal Option

Agenda Section: Action Item

Administrator Responsible: Mr. Coleman Bruman
Director of Career and Technical Education

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the bids for career and technical education training merchandise and services for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Lab Resources, Inc.

The estimated total amount of the bid is not to exceed \$250,000. Potential funding is indicated below.

General Fund (199) – 85%
Career and Technical-Basic Grant (244) – 5%
Campus Activity Funds (461) – 5%
Student Activity Account (865) – 5%

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

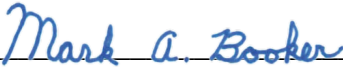
It is the administration's recommendation that the offer(s) for **Career and Technical Education Training Merchandise and Services** from the company or companies listed below provides the best value to the Garland Independent School District.

Lab Resources, Inc.

NOT TO EXCEED AMOUNT:

\$ 250,000

Procurement Method:	Cooperative Purchase Contract Buyboard	
Contract Number:	212-22	
Contract Term:	One (1) year with one (1) annual renewal option.	
Potential Funding Source:	(199 General Fund)	85%
	(244 Career and Technical- Basic Grant)	5%
	(461 Campus Activity Funds)	5%
	(865 Student Activity Account)	5%



Mark A. Booker
Executive Director of Purchasing



Coleman Bruman, M. Ed.
Director of Career and
Technical Education

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 11, 2022

To: Mark Booker, Executive Director of Purchasing

From: Coleman Bruman, Director of Career and Technical Education

RE: Recommendation to Award Contract 212-22 Career and Technical Education Training Merchandise and Services

Action Required

New Award

Material/Service

Equipment and services for CTE instructional programs to procure STEAM-related technical training products, supplies, technology and services.

Purpose

To provide state-of-the-art equipment, products and services for CTE classrooms with an emphasis on science, math, engineering, arts, audio/visual, technology, manufacturing and architecture.

Board Goal Objective

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

\$250,000 - 199 General Fund 85%, 244 Career and Technical- Basic Grant 5%, 461 Campus Activity Funds 5%, 865 Student Activity Account 5%



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Disposable Products for Student Nutrition Services (SNS)
One (1) Year

Agenda Section: Action Item

Administrator Responsible: Ms. Jennifer Miler
Director of Student Nutrition Services

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the recommendation of the bids for disposable products for student nutrition services (SNS) for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

See Attached List

The estimated total amount of the bid is not to exceed \$900,000. Potential funding is indicated below.

National School Breakfast and Lunch Program (240)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

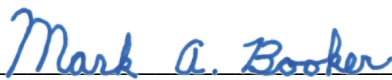
It is the administration's recommendation that the offer(s) for **Disposable Products for Student Nutrition Services (SNS)** from the company or companies listed below provides the best value to the Garland Independent School District.

See Attached List

NOT TO EXCEED AMOUNT:

\$ 900,000

Procurement Method:	Request for Proposal
Contract Number:	9-22
Contract Term:	One (1) year
Potential Funding Source:	(240 National School Breakfast and Lunch Program)



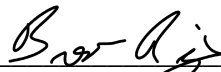
Mark A. Booker
Executive Director of Purchasing



Jennifer Miller
Director of Student Nutrition Services

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 12, 2022

To: Diane Fields, Buyer

From: Craig Hempel, Assistant Director of Nutrition and Menu Operations
Student Nutrition Services

RE: Recommendation to Award RFP 9-22 Disposable Products for Student
Nutrition Services (SNS)

Action Required

New Award

Material/Service

Disposable products for student meal service, preparation and cleaning.

Purpose

For use by SNS staff in student meal service, preparation and cleaning.

Board Goal Objective

Not Applicable

Superintendent's Goal

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Recommended Amount

\$900,000 – 240 National School Breakfast and Lunch Program

RFP 9-22 Disposable Products for Student Nutrition Services (SNS)

Awarded Suppliers

Braun Beef Co, Inc.

Byrne Bros Foods, Inc.

Central Poly-Bag Corporation

Daxwell

Dipose N Save

Empire Paper Company

Infinity Supply and Services Incorporated

M.A.N.S. Distributors, Inc.

Rice Bakayoko Rosalynn

Unipak Corp

Wedge Supply, Inc.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

RFP 9-22 Disposable Products for Student Nutrition Services	Bid RFQ 40533
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Auction Title: 9-22 Disposable Products for Student Nutrition Services (SNS)

- 8PS - Failed to provide product sample
- 8TC - Vendor will not adhere to District Terms and Conditions - Cannot Hold Price for One Year
- 3PP - Poor product performance
- 4NS - Not to Specifications

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
1	Y	8PS	Aluminum foil, 18" x 500', heavy duty, .001 gauge, weight 10.7 lbs. per case. 1 roll/box.	400	RL	31.60	12,640.00	BRAUN BEEF CO INC
						32.74	13,096.00	LAST GROUP ENTERPRISES
						33.92	13,568.00	BYRNE BROS FOODS INC
						35.20	14,080.00	M.A.N.S. DISTRIBUTORS INC
						35.47	14,188.00	DAXWELL
						42.38	16,952.00	EMPIRE PAPER COMPANY
						43.78	17,512.00	WEDGE SUPPLY INC
2	Y		Polyester Film, 18" x 2000', clear, pkg. 1 roll/box.	400	RL	13.93	5,572.00	DAXWELL
						15.61	6,244.00	BRAUN BEEF CO INC
						15.90	6,360.00	BYRNE BROS FOODS INC
						16.19	6,476.00	LAST GROUP ENTERPRISES
						17.93	7,172.00	M.A.N.S. DISTRIBUTORS INC
						22.91	9,164.00	WEDGE SUPPLY INC
						26.11	10,444.00	EMPIRE PAPER COMPANY
						100.00	40,000.00	PLASTIC CONNECTIONS INC
3	Y	8PS	Aprons, domestic made, 1 mil. White hot cast embossed polyethylene apron, 28" x 46" with extra long ties, ,pkg. 5/100 boxes per cs.	500	BX	5.37	2,685.00	WEDGE SUPPLY INC
						27.96	13,980.00	EMPIRE PAPER COMPANY
						49.00	24,500.00	DISPOSE N SAVE
						63.50	31,750.00	SAFEWAY SUPPLY INCORPORATED
						77.70	38,850.00	BYRNE BROS FOODS INC
						81.40	40,700.00	M.A.N.S. DISTRIBUTORS INC
4	Y	8PS	Bakery Pan Liners, Parchment, 16 1/2", Regular release, pkg. 1000/cs, Submit Sample	800	CS	39.19	31,352.00	BYRNE BROS FOODS INC
						39.69	31,752.00	LAST GROUP ENTERPRISES
						40.67	32,536.00	M.A.N.S. DISTRIBUTORS INC
						54.70	43,760.00	WEDGE SUPPLY INC
						55.84	44,672.00	EMPIRE PAPER COMPANY
5	Y		Bag, Grocery, brown, 1/6-57, 1/6 barrel, 500 ct./bale. Submit Sample	10	BL	72.60	726.00	M.A.N.S. DISTRIBUTORS INC
						75.90	759.00	BYRNE BROS FOODS INC
						93.27	932.70	EMPIRE PAPER COMPANY
						97.37	973.70	WEDGE SUPPLY INC
6	Y	8TC	BAG, T-SHIRT, 1000/CS	1,000	CS	0.01	10.00	WEDGE SUPPLY INC
						23.11	23,110.00	BYRNE BROS FOODS INC
						23.98	23,980.00	M.A.N.S. DISTRIBUTORS INC
						33.07	33,070.00	EMPIRE PAPER COMPANY

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
7	Y	8TC	Paper Sacks, white, 8 lb., 500/pk. (packed 4/500 per bale). Must purchase in bale quantity only. Note: 40 pk = 10 bales	100	PK	19.42	1,942.00	BYRNE BROS FOODS INC
						19.42	1,942.00	M.A.N.S. DISTRIBUTORS INC
						31.05	3,105.00	EMPIRE PAPER COMPANY
						34.79	3,479.00	WEDGE SUPPLY INC
8	Y		Bags, Sandwich, flip lock top, 6-1/2" X 7", domestic made, natural high molecular, high density polyethylene, .6 mil., clear, 2000/cs.	100	CS	9.78	978.00	EMPIRE PAPER COMPANY
						9.79	979.00	M.A.N.S. DISTRIBUTORS INC
						10.68	1,068.00	BYRNE BROS FOODS INC
						12.48	1,248.00	DISPOSE N SAVE
						21.62	2,162.00	WEDGE SUPPLY INC
9	Y		Bags, Sandwich, zip lock top, 6-1/2" X 7", 2 mil., clear, pkg. 1000 per cs. Submit Sample	150	BX	14.82	2,223.00	DISPOSE N SAVE
						18.43	2,764.50	EMPIRE PAPER COMPANY
						20.44	3,066.00	BYRNE BROS FOODS INC
						20.44	3,066.00	M.A.N.S. DISTRIBUTORS INC
						28.33	4,249.50	WEDGE SUPPLY INC
10	NA		BAG, BAKERY SANDWICH KRAFT WITH FILM, 3 1/2" X 2 1/4" X 7 1/4" WITH WINDOW, 500/CS	300	CS	0.01	3.00	WEDGE SUPPLY INC
						96.50	28,950.00	BYRNE BROS FOODS INC
						103.07	30,921.00	M.A.N.S. DISTRIBUTORS INC
11	NA		BAG, NATURAL PAPER WINDOW BAG, 5" X 7", 500/CS	300	CS	0.01	3.00	WEDGE SUPPLY INC
						33.13	9,939.00	BYRNE BROS FOODS INC
						34.71	10,413.00	M.A.N.S. DISTRIBUTORS INC
12	Y		Food Bag, 10" x 14", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, food storage/freezer bag in dispenser box, Approved Brand - Handgards Inc. #FB-14 or equal, pkg. 1000 per cs.	50	CS	13.34	667.00	DISPOSE N SAVE
						18.33	916.50	EMPIRE PAPER COMPANY
						19.75	987.50	M.A.N.S. DISTRIBUTORS INC
						21.54	1,077.00	BYRNE BROS FOODS INC
						66.89	3,344.50	WEDGE SUPPLY INC
13	Y		Food Bag, 19" x 24", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, food storage/freezer bag in dispenser box, fits half sheet pan, Approved Brand - Handgards Inc. #FB-24 or equal, pkg. 250 per cs.	50	CS	11.41	570.50	EMPIRE PAPER COMPANY
						11.82	591.00	DISPOSE N SAVE
						12.32	616.00	M.A.N.S. DISTRIBUTORS INC
						13.22	661.00	BYRNE BROS FOODS INC
						24.00	1,200.00	CENTRAL POLY-BAG CORPORATION
						69.08	3,454.00	WEDGE SUPPLY INC
14	Y	8PS	Food Storage Bag, 27" x 37", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, Approved Brand - Handgards Inc. #FB-37 or equal, pkg. 200/cs. or similar.	50	CS	12.59	629.50	LAST GROUP ENTERPRISES
						14.84	742.00	DISPOSE N SAVE
						15.30	765.00	CENTRAL POLY-BAG CORPORATION
						21.98	1,099.00	WEDGE SUPPLY INC
						23.14	1,157.00	EMPIRE PAPER COMPANY
						24.73	1,236.50	BYRNE BROS FOODS INC
						24.92	1,246.00	M.A.N.S. DISTRIBUTORS INC
15		8PS	Rack Covers, 52" X 80", domestic made, natural high molecular, high density polyethylene, .6 mil., full bun rack cover in dispenser box, pkg. 1/50 ct.	150	CS	12.29	1,843.50	LAST GROUP ENTERPRISES
		8PS				15.84	2,376.00	WEDGE SUPPLY INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
	Y	8PS				15.95	2,392.50	M.A.N.S. DISTRIBUTORS INC
		8PS				16.68	2,502.00	BYRNE BROS FOODS INC
		3PP				18.34	2,751.00	DISPOSE N SAVE
		8PS				22.00	3,300.00	CENTRAL POLY-BAG CORPORATION
						22.13	3,319.50	EMPIRE PAPER COMPANY
16	Y		FOOD CONTAINER, FOAM, WHITE, DISPOSABLE, 6OZ, DART #6S12 OR EQUIVALENT	300	CS	55.37	16,611.00	WEDGE SUPPLY INC
						58.92	17,676.00	BYRNE BROS FOODS INC
						62.92	18,876.00	M.A.N.S. DISTRIBUTORS INC
						78.28	23,484.00	EMPIRE PAPER COMPANY
17	Y		FOOD CONTAINER LID, 3-1/2" VENTED WHITE, POLYSTYRENE, MUST FIT 6 OZ FOOD CONTAINER, DART# 12JL OR EQUIVALENT	300	CS	31.69	9,507.00	WEDGE SUPPLY INC
						34.39	10,317.00	BYRNE BROS FOODS INC
						36.10	10,830.00	M.A.N.S. DISTRIBUTORS INC
						44.33	13,299.00	EMPIRE PAPER COMPANY
18	NA		Boxes, clear plastic. 6" square, 2 compartment. 300/cs. Approved Brand-Fabrikal #GS6-2. Submit sample.	150	CS	0.01	1.50	WEDGE SUPPLY INC
19	NA		Boxes, clear plastic. 6" square, 4 compartment. 300/cs. Approved Brand-Fabrikal #GS6-4. Submit sample.	500	CS	0.01	5.00	WEDGE SUPPLY INC
20	NA		Lid, clear plastic, 6" square. Must fit 6" clear plastic boxes. 300/case. Approved brand- Fabrikal #LGS6. Submit sample.	120	CS	0.01	1.20	WEDGE SUPPLY INC
21	Y		Cups, 12oz. Clear plastic PET, 1000/case. Approved brand-Dart #TP12 or similar. Must have compatible lids and inserts. Submit sample.	120	CS	94.37	11,324.40	WEDGE SUPPLY INC
						101.35	12,162.00	BYRNE BROS FOODS INC
						107.19	12,862.80	M.A.N.S. DISTRIBUTORS INC
22	Y		Lid, Dome w/hole must fit 12/16 oz. clear plastic PET cup (1,000/CS), Dart # DLR662 or similar. Submit Sample.	100	CS	81.34	8,134.00	WEDGE SUPPLY INC
						88.20	8,820.00	BYRNE BROS FOODS INC
						92.40	9,240.00	M.A.N.S. DISTRIBUTORS INC
23	Y		Cups, 16 oz., clear plastic PET cup, pkg. 1000/cs, Must have matching Lid and insert available, Dart # TR16 or similar. Submit Sample	500	CS	130.15	65,075.00	WEDGE SUPPLY INC
						138.40	69,200.00	BYRNE BROS FOODS INC
						147.84	73,920.00	M.A.N.S. DISTRIBUTORS INC
24	Y		Cup Insert, 3.5 oz clear 1000/CS. To fit 12/16oz. Clear Cup and lid. Dart #PF35C1 or Similar. Submit Sample	100	CS	94.23	9,423.00	WEDGE SUPPLY INC
						102.22	10,222.00	BYRNE BROS FOODS INC
						107.08	10,708.00	M.A.N.S. DISTRIBUTORS INC
25	Y	8PS	Lid flat, 12/16 OZ X-SLOT, 1000/CS, Must fit 12/16 oz cup. Clear plastic. Submit Sample. Dart # 662TS or similar.	100	CS	49.91	4,991.00	WEDGE SUPPLY INC
						54.13	5,413.00	BYRNE BROS FOODS INC
						56.71	5,671.00	M.A.N.S. DISTRIBUTORS INC
26	Y		Lid, Dome No Hole, Must fit 12/16oz clear plastic cup. Dart # DNR662 or similar. Submit Sample	300	CS	105.89	31,767.00	WEDGE SUPPLY INC
						112.63	33,789.00	BYRNE BROS FOODS INC
						120.28	36,084.00	M.A.N.S. DISTRIBUTORS INC
27	Y		Salad Containers, 9 X 5.5 in., bases & lids, Approved Brand - Par-Pak # 21116 or equal, pkg. 250/cs. Submit Sample	650	CS	0.01	6.50	WEDGE SUPPLY INC
						65.46	42,549.00	BYRNE BROS FOODS INC
						69.91	45,441.50	M.A.N.S. DISTRIBUTORS INC
28	Y		Sandwich Wedge Container, approximate size 4-3/8" X 3" X 3-1/4". Clear plastic. Submit Sample.	200	CS	0.01	2.00	WEDGE SUPPLY INC
						41.37	8,274.00	M.A.N.S. DISTRIBUTORS INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						43.24	8,648.00	BYRNE BROS FOODS INC
29			Sandwich Sub container, hinged lid, clear plastic, 9 1/2" x 5 1/4" x 3 1/2" approximate. 200/cs. Submit sample.	200	CS	0.01	2.00	WEDGE SUPPLY INC
	Y	8PS				36.00	7,200.00	BYRNE BROS FOODS INC
						36.05	7,210.00	M.A.N.S. DISTRIBUTORS INC
30			Snack Tray, 2 pocket, black 15 mil OPS, 6 3/5"x5"x1.5", 1000/case. Approved Brand- Atrium #21897 or similar.	250	CS	0.01	2.50	WEDGE SUPPLY INC
	Y					74.39	18,597.50	BYRNE BROS FOODS INC
						79.44	19,860.00	M.A.N.S. DISTRIBUTORS INC
31			Snack Tray, 3 pocket, black 17.5 mil OPS, 6 3/5"x5"x1.5", 1000/case. Approved Brand- Atrium #21903 or similar.	100	CS	0.01	1.00	WEDGE SUPPLY INC
	Y					83.65	8,365.00	BYRNE BROS FOODS INC
						89.33	8,933.00	M.A.N.S. DISTRIBUTORS INC
32			Lid for Snack Tray, Universal, clear 10 mil OPS, 6 7/8"x5 5/16"x1.5", 1000/case. Approved Brand- Atrium #21939 or similar.	250	CS	0.01	2.50	WEDGE SUPPLY INC
	Y					58.75	14,687.50	BYRNE BROS FOODS INC
						61.55	15,387.50	M.A.N.S. DISTRIBUTORS INC
33			Soup Container, 8/10 oz., Made of paperboard, poly lined inside and outside, made for hot soup, white with clear lid preferred. Cup and Lid included in case. Submit Sample.	450	CS	0.01	4.50	WEDGE SUPPLY INC
	Y	8TC				62.00	27,900.00	BYRNE BROS FOODS INC
						66.22	29,799.00	M.A.N.S. DISTRIBUTORS INC
34			Bowl, 12 oz, laminated surface, white, pkg. 8/125/cs, pkg.	175	CS	36.01	6,301.75	WEDGE SUPPLY INC
	Y					40.90	7,157.50	BYRNE BROS FOODS INC
						40.92	7,161.00	M.A.N.S. DISTRIBUTORS INC
35	NA		Bowl, 24 oz., black, laminated foam, pkg. 400/cs. Submit Sample	780	CS	0.01	7.80	WEDGE SUPPLY INC
36			BOWL, 16 OZ, BLACK (500/CS), ATRIUM PKG # 24017 OR SIMILAR	200	CS	0.01	2.00	WEDGE SUPPLY INC
	Y					52.48	10,496.00	BYRNE BROS FOODS INC
						54.97	10,994.00	M.A.N.S. DISTRIBUTORS INC
37			24 OZ INVISI-BOWL, BLACK, ATRIUM PKG # 24025 OR SIMILAR, 500/CS	200	CS	0.01	2.00	WEDGE SUPPLY INC
	Y					59.27	11,854.00	BYRNE BROS FOODS INC
						62.10	12,420.00	M.A.N.S. DISTRIBUTORS INC
38			DOME LID, 16/24 OZ, CLEAR (500/CS), ATRIUM PKG # 24500 OR SIMILAR	200	CS	0.01	2.00	WEDGE SUPPLY INC
	Y					51.56	10,312.00	BYRNE BROS FOODS INC
						54.01	10,802.00	M.A.N.S. DISTRIBUTORS INC
39			Plate, 6 inch, styrofoam, laminated surface, white. 1000/cs.	300	CS	34.93	10,479.00	WEDGE SUPPLY INC
	Y					56.10	16,830.00	BYRNE BROS FOODS INC
						59.92	17,976.00	M.A.N.S. DISTRIBUTORS INC
40			Portion Trays, OVS, Black, 6 Fluid Ounce, Bid 12.5 OPS. Submit Sample	800	CS	0.01	8.00	WEDGE SUPPLY INC
	Y					56.77	45,416.00	BYRNE BROS FOODS INC
						60.63	48,504.00	M.A.N.S. DISTRIBUTORS INC
						73.96	59,168.00	EMPIRE PAPER COMPANY
41			Portion Trays, OVS, Black, 8 Fluid Ounce, Bid 12.5 mil OPS. Submit Sample	1,500	CS	0.01	15.00	WEDGE SUPPLY INC
	Y					55.40	83,100.00	BYRNE BROS FOODS INC
						59.18	88,770.00	M.A.N.S. DISTRIBUTORS INC
						71.53	107,295.00	EMPIRE PAPER COMPANY
42			Portion Trays, Universal Lids, fits OVS 9 mil through 15 mil. Submit Sample.	100	CS	0.01	1.00	WEDGE SUPPLY INC
	Y					63.53	6,353.00	BYRNE BROS FOODS INC
						66.55	6,655.00	M.A.N.S. DISTRIBUTORS INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						97.47	9,747.00	EMPIRE PAPER COMPANY
43	Y		Compartment Tray with hinged lid, 3 compartments, styrofoam, 8" x 8 1/4", white, pkg. 200/cs.	100	CS	0.01	1.00	WEDGE SUPPLY INC
						26.40	2,640.00	M.A.N.S. DISTRIBUTORS INC
						27.60	2,760.00	BYRNE BROS FOODS INC
						49.54	4,954.00	EMPIRE PAPER COMPANY
44	Y	8TC	Container, French Fry, Scoop Box, 3.5 oz., white, pkg. 1000/cs. Submit Sample	120	CS	0.01	1.20	WEDGE SUPPLY INC
						64.74	7,768.80	BYRNE BROS FOODS INC
						64.75	7,770.00	M.A.N.S. DISTRIBUTORS INC
45	Y		Cups, 6 oz., insulated styrofoam. Dart #616 or similar, 1000/cs., Submit Sample	180	CS	29.52	5,313.60	WEDGE SUPPLY INC
						33.95	6,111.00	M.A.N.S. DISTRIBUTORS INC
						35.50	6,390.00	BYRNE BROS FOODS INC
						43.25	7,785.00	EMPIRE PAPER COMPANY
46	Y		LID FLAT, 6 OZ CLEAR, 1000/CS, DART #6CLR, MUST FIT DART CUP 616	100	CS	0.01	1.00	WEDGE SUPPLY INC
						64.84	6,484.00	M.A.N.S. DISTRIBUTORS INC
						64.85	6,485.00	BYRNE BROS FOODS INC
47	Y		CUPS, 12 OZ., INSULATED STYROFOAM, DART # 12J12 OR SIMILAR, 1000/CS, SUBMIT SAMPLE	125	CS	49.00	6,125.00	WEDGE SUPPLY INC
						55.65	6,956.25	BYRNE BROS FOODS INC
						55.66	6,957.50	M.A.N.S. DISTRIBUTORS INC
						69.66	8,707.50	EMPIRE PAPER COMPANY
48	Y	8TC	CUP HOT LID, DOME WITH SIP HOLE. INNER RING FOR SECURE FIT. MUST FIT MATCHING 12OZ PAPER CUP, 1000/CS	150	CS	0.01	1.50	WEDGE SUPPLY INC
						65.60	9,840.00	BYRNE BROS FOODS INC
						65.62	9,843.00	M.A.N.S. DISTRIBUTORS INC
49	NA		HOT CUP SLEEVES, KRAFT BROWN RECYCLED PAPER, 1000/CS	200	CS	0.01	2.00	WEDGE SUPPLY INC
						49.50	9,900.00	BYRNE BROS FOODS INC
						93.88	18,776.00	M.A.N.S. DISTRIBUTORS INC
50	Y	8PS	Flip top, Saddle pack, clear bag with printed "Cookie Bag", Size 5.5"x5.5"x1.5"l.	300	CS	9.18	2,754.00	WEDGE SUPPLY INC
						12.34	3,702.00	DISPOSE N SAVE
						12.76	3,828.00	M.A.N.S. DISTRIBUTORS INC
						12.98	3,894.00	EMPIRE PAPER COMPANY
						13.30	3,990.00	BYRNE BROS FOODS INC
51	Y	8PS	Food Tray, #200, 4/250 boxes per cs.	600	CS	27.89	16,734.00	LAST GROUP ENTERPRISES
						33.71	20,226.00	M.A.N.S. DISTRIBUTORS INC
						33.72	20,232.00	BYRNE BROS FOODS INC
						45.11	27,066.00	WEDGE SUPPLY INC
						50.12	30,072.00	EMPIRE PAPER COMPANY
52	Y	8PS	Food Tray, #300, size 9" x 7", pkg. 500/cs. Submit Sample	300	CS	21.31	6,393.00	LAST GROUP ENTERPRISES
						25.78	7,734.00	M.A.N.S. DISTRIBUTORS INC
						26.96	8,088.00	BYRNE BROS FOODS INC
						32.80	9,840.00	WEDGE SUPPLY INC
						37.42	11,226.00	EMPIRE PAPER COMPANY
53	Y	8TC	Food Tray, #50, 1/2 lb., Size 6" x 4" (curved), packaged 1000/cs. Submit Sample	700	CS	24.73	17,311.00	BYRNE BROS FOODS INC
						24.78	17,346.00	M.A.N.S. DISTRIBUTORS INC
						26.82	18,774.00	LAST GROUP ENTERPRISES
						31.76	22,232.00	WEDGE SUPPLY INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						38.24	26,768.00	EMPIRE PAPER COMPANY
54	Y		Forks, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	25	CS	8.76	219.00	BRAUN BEEF CO INC
						9.55	238.75	M.A.N.S. DISTRIBUTORS INC
						10.17	254.25	DAXWELL
						11.00	275.00	BYRNE BROS FOODS INC
						11.75	293.75	EMPIRE PAPER COMPANY
						13.18	329.50	WEDGE SUPPLY INC
55	NA		PIZZA BOX, SINGLE SLICE HOLDER, KRAFT, 9"X9 3/8X 11/2"	500	CS	0.01	5.00	WEDGE SUPPLY INC
						28.04	14,020.00	BYRNE BROS FOODS INC
						43.48	21,740.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						118.12	59,060.00	M.A.N.S. DISTRIBUTORS INC
56	Y		PIZZA BOX, 16" X 16" X 2" KRAFT CORRUGATED PIZZA BOX	600	CS	0.01	6.00	WEDGE SUPPLY INC
						29.93	17,958.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						31.24	18,744.00	M.A.N.S. DISTRIBUTORS INC
						31.24	18,744.00	BYRNE BROS FOODS INC
57	NA		FOIL CONTAINER, THIRD SIZE PAN, 6"X10"X5	600	CS	42.28	25,368.00	BRAUN BEEF CO INC
						43.79	26,274.00	LAST GROUP ENTERPRISES
						71.68	43,008.00	WEDGE SUPPLY INC
						135.55	81,330.00	BYRNE BROS FOODS INC
						138.05	82,830.00	M.A.N.S. DISTRIBUTORS INC
58	NA		LID FOR FOIL PAN THIRD SIZE, 6"X10"	600	CS	25.63	15,378.00	BRAUN BEEF CO INC
						26.55	15,930.00	LAST GROUP ENTERPRISES
						42.88	25,728.00	WEDGE SUPPLY INC
						66.25	39,750.00	BYRNE BROS FOODS INC
						66.27	39,762.00	M.A.N.S. DISTRIBUTORS INC
59	Y		Spoons, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	25	CS	8.76	219.00	BRAUN BEEF CO INC
						9.51	237.75	M.A.N.S. DISTRIBUTORS INC
						10.17	254.25	DAXWELL
						11.00	275.00	BYRNE BROS FOODS INC
						12.12	303.00	EMPIRE PAPER COMPANY
						13.18	329.50	WEDGE SUPPLY INC
60	Y		KNIVES PLASTIC 1000/CT	25	CS	8.76	219.00	BRAUN BEEF CO INC
						9.51	237.75	M.A.N.S. DISTRIBUTORS INC
						10.17	254.25	DAXWELL
						11.00	275.00	BYRNE BROS FOODS INC
						11.33	283.25	EMPIRE PAPER COMPANY
						13.18	329.50	WEDGE SUPPLY INC
61	Y	8TC	Napkins, white, tall fold, 7" x 13 1/2", folded size 3 1/2 x 6 3/4, pkg. 10,000/cs. Submit Sample	200	CS	31.24	6,248.00	BYRNE BROS FOODS INC
						31.24	6,248.00	M.A.N.S. DISTRIBUTORS INC
						39.20	7,840.00	SAFEWAY SUPPLY INCORPORATED
						39.50	7,900.00	DAXWELL
						45.39	9,078.00	EMPIRE PAPER COMPANY
						49.15	9,830.00	WEDGE SUPPLY INC
62	Y		Nap-Pak, medium weight, consists only of napkin (13" x 13"), spoon, fork, and straw (5 1/2" or 6"). Polypropylene, bulk packaging, 500/cs.	17,000	CS	16.65	283,050.00	DAXWELL

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						19.07	324,190.00	BRAUN BEEF CO INC
						21.12	359,040.00	BYRNE BROS FOODS INC
						21.48	365,160.00	WEDGE SUPPLY INC
						22.55	383,350.00	M.A.N.S. DISTRIBUTORS INC
63	Y		FACE MASK, UNIVERSAL FIT WITH ELASTIC EAR LOOPS & NOSE BRIDGE (50 EA/BOX)	1,000	BX	1.55	1,550.00	UNIPAK CORP
						2.50	2,500.00	SAFEWAY SUPPLY INCORPORATED
						2.83	2,830.00	WEDGE SUPPLY INC
						3.50	3,500.00	UWEPORIT LLC
						3.89	3,890.00	PYRAMID SCHOOL PRODUCTS
						135.00	135,000.00	EMPIRE PAPER COMPANY
						169.35	169,350.00	M.A.N.S. DISTRIBUTORS INC
						198.00	198,000.00	BYRNE BROS FOODS INC
64	Y		HAND GEL SANITIZER, BULK, 4-2LITER BOTTLES/CS, PURELL OR SIMILAR	500	CS	0.01	5.00	WEDGE SUPPLY INC
						83.79	41,895.00	EMPIRE PAPER COMPANY
						85.64	42,820.00	M.A.N.S. DISTRIBUTORS INC
						86.50	43,250.00	BYRNE BROS FOODS INC
						102.99	51,495.00	INFINITY SUPPLY AND SERVICE INCORPORATED
65	Y	8TC	Glove, disposable, latex, powder free, large. 100/box.	2,000	BX	3.23	6,460.00	WEDGE SUPPLY INC
		8PS				3.40	6,800.00	UWEPORIT LLC
		8PS				5.69	11,380.00	M.A.N.S. DISTRIBUTORS INC
						5.98	11,960.00	RICE BAKAYOKO ROSALYNN
						6.48	12,960.00	UNIPAK CORP
						6.75	13,500.00	SAFEWAY SUPPLY INCORPORATED
						7.99	15,980.00	PYRAMID SCHOOL PRODUCTS
						8.35	16,700.00	DISPOSE N SAVE
						10.30	20,600.00	EMPIRE PAPER COMPANY
66	Y	8TC	Glove, disposable, latex, powder free, medium. 100/box.	2,500	BX	3.23	8,075.00	WEDGE SUPPLY INC
		8PS				3.40	8,500.00	UWEPORIT LLC
		8PS				5.69	14,225.00	M.A.N.S. DISTRIBUTORS INC
						5.98	14,950.00	RICE BAKAYOKO ROSALYNN
						6.48	16,200.00	UNIPAK CORP
						6.75	16,875.00	SAFEWAY SUPPLY INCORPORATED
						7.99	19,975.00	PYRAMID SCHOOL PRODUCTS
						8.35	20,875.00	DISPOSE N SAVE
						10.30	25,750.00	EMPIRE PAPER COMPANY
67	Y	8TC	Glove, disposable, latex, powder free, Small. 100/box.	1,000	BX	3.23	3,230.00	WEDGE SUPPLY INC
		8PS				3.40	3,400.00	UWEPORIT LLC
		8PS				5.69	5,690.00	M.A.N.S. DISTRIBUTORS INC
						5.98	5,980.00	RICE BAKAYOKO ROSALYNN
						6.48	6,480.00	UNIPAK CORP
						6.75	6,750.00	SAFEWAY SUPPLY INCORPORATED
						7.99	7,990.00	PYRAMID SCHOOL PRODUCTS
						8.35	8,350.00	DISPOSE N SAVE
						10.30	10,300.00	EMPIRE PAPER COMPANY

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
68	Y		Gloves, Disposable, large size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	400	CS	8.48	3,392.00	DISPOSE N SAVE
						13.73	5,492.00	WEDGE SUPPLY INC
						22.90	9,160.00	RICE BAKAYOKO ROSALYNN
						36.00	14,400.00	M.A.N.S. DISTRIBUTORS INC
69	Y		Gloves, Disposable, medium size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	500	CS	8.48	4,240.00	DISPOSE N SAVE
						13.73	6,865.00	WEDGE SUPPLY INC
						22.90	11,450.00	RICE BAKAYOKO ROSALYNN
						36.00	18,000.00	M.A.N.S. DISTRIBUTORS INC
70	Y		Gloves, Disposable, Small size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	200	CS	8.48	1,696.00	DISPOSE N SAVE
						13.73	2,746.00	WEDGE SUPPLY INC
						22.90	4,580.00	RICE BAKAYOKO ROSALYNN
						36.00	7,200.00	M.A.N.S. DISTRIBUTORS INC
71	NA		GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, MEDIUM, ONE PAIR PER BAG, SAFETY ZONE #NGGU OR EQUAL	200	EA	6.69	1,338.00	WEDGE SUPPLY INC
72	NA		GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, LARGE, ONE PAIR PER BAG, SAFETY ZONE #NGGU OR EQUAL	150	EA	6.69	1,003.50	WEDGE SUPPLY INC
						14.70	2,205.00	RICE BAKAYOKO ROSALYNN
73	Y	8PS	Souffle Cups, 1 oz., paper, white, 5000/cs. Submit Sample	80	CS	56.44	4,515.20	BYRNE BROS FOODS INC
						66.37	5,309.60	WEDGE SUPPLY INC
						72.28	5,782.40	M.A.N.S. DISTRIBUTORS INC
						103.76	8,300.80	EMPIRE PAPER COMPANY
74	NA		GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, X-Large, ONE PAIR PER BAG, SAFETY ZONE #NGGU OR EQUAL	100	CS	6.69	669.00	WEDGE SUPPLY INC
						529.20	52,920.00	RICE BAKAYOKO ROSALYNN
75	Y		Souffle Cups, 2 oz., translucent, plastic, 10/250 pkg. per cs. Submit Sample	1,500	PK	2.90	4,344.00	DAXWELL
						41.21	61,815.00	EMPIRE PAPER COMPANY
						45.63	68,445.00	BYRNE BROS FOODS INC
						47.80	71,700.00	M.A.N.S. DISTRIBUTORS INC
						63.18	94,770.00	WEDGE SUPPLY INC
76	Y		Souffle Cup Lids, clear plastic, must fit 2 oz. souffle cup, pkg. 10/250 pkg. per cs.	700	PK	1.56	1,088.85	DAXWELL
						39.65	27,755.00	WEDGE SUPPLY INC
						43.00	30,100.00	BYRNE BROS FOODS INC
						45.05	31,535.00	M.A.N.S. DISTRIBUTORS INC
						46.05	32,235.00	EMPIRE PAPER COMPANY
77	Y		Souffle Cups, 3 oz., plastic, Submit Sample	200	PK	4.50	900.60	DAXWELL
						65.95	13,190.00	WEDGE SUPPLY INC
						68.46	13,692.00	EMPIRE PAPER COMPANY
						71.50	14,300.00	BYRNE BROS FOODS INC
						74.91	14,982.00	M.A.N.S. DISTRIBUTORS INC
78	Y		Souffle Cup Lids, must fit 3 oz. souffle cup, Submit Sample	200	PK	2.25	449.10	DAXWELL
						47.78	9,556.00	WEDGE SUPPLY INC
						51.81	10,362.00	BYRNE BROS FOODS INC
						54.27	10,854.00	M.A.N.S. DISTRIBUTORS INC
						62.04	12,408.00	EMPIRE PAPER COMPANY
79	Y	8PS	Toilet Tissue, single ply, 4 X 3.75 inch sheet, 1000 sheets per roll, 96 rolls per cs.	150	CS	39.16	5,874.00	WEDGE SUPPLY INC
						42.55	6,382.50	EMPIRE PAPER COMPANY
						46.75	7,012.50	BYRNE BROS FOODS INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						46.75	7,012.50	M.A.N.S. DISTRIBUTORS INC
						47.66	7,149.00	CENTRAL POLY-BAG CORPORATION
80	Y		Towels, Food Service, Sanitized Cloth, red color, pkg. 150/cs. Submit Sample	500	CS	0.01	5.00	WEDGE SUPPLY INC
						24.14	12,070.00	M.A.N.S. DISTRIBUTORS INC
						24.15	12,075.00	BYRNE BROS FOODS INC
						60.32	30,160.00	EMPIRE PAPER COMPANY
81	Y		Towels, Food Service, white, pkg. 150/cs. Submit Sample	600	CS	0.01	6.00	WEDGE SUPPLY INC
						24.14	14,484.00	M.A.N.S. DISTRIBUTORS INC
						24.15	14,490.00	BYRNE BROS FOODS INC
						40.99	24,594.00	EMPIRE PAPER COMPANY
82	Y	8PS	Trash Bag, 33 x 40, heavy weight, clear, capacity 33 gal., "X" sealed bottoms, pkg. 250/cs. Submit Sample.	520	CS	12.77	6,640.40	LAST GROUP ENTERPRISES
		8PS				16.19	8,418.80	WEDGE SUPPLY INC
						19.90	10,348.00	UNIPAK CORP
						20.03	10,415.60	M.A.N.S. DISTRIBUTORS INC
						21.34	11,096.80	INFINITY SUPPLY AND SERVICE INCORPORATED
						21.72	11,294.40	DISPOSE N SAVE
						23.00	11,960.00	CENTRAL POLY-BAG CORPORATION
						26.00	13,520.00	BYRNE BROS FOODS INC
						33.27	17,300.40	EMPIRE PAPER COMPANY
83	Y	8PS	Trash Bag, 33 x 40, heavy weight, black, capacity 33 gal., "X" sealed bottoms, pkg. 250/cs. Submit Sample.	300	CS	12.77	3,831.00	LAST GROUP ENTERPRISES
		8PS				16.19	4,857.00	WEDGE SUPPLY INC
						19.90	5,970.00	UNIPAK CORP
						20.03	6,009.00	M.A.N.S. DISTRIBUTORS INC
						21.34	6,402.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						22.68	6,804.00	DISPOSE N SAVE
						23.00	6,900.00	CENTRAL POLY-BAG CORPORATION
						26.00	7,800.00	BYRNE BROS FOODS INC
						45.36	13,608.00	EMPIRE PAPER COMPANY
84	Y		Trash Bag, 40 x 46, heavy weight, clear, capacity 40-45- gallon, film weight 10.4 lbs, gauge .68 mils, "X" sealed bottoms, pkg. 125/cs. Submit sample.	630	CS	13.75	8,662.50	UNIPAK CORP
						14.84	9,349.20	LAST GROUP ENTERPRISES
						15.42	9,714.60	WEDGE SUPPLY INC
						15.98	10,067.40	DISPOSE N SAVE
						18.90	11,907.00	BYRNE BROS FOODS INC
						19.20	12,096.00	M.A.N.S. DISTRIBUTORS INC
						21.80	13,734.00	CENTRAL POLY-BAG CORPORATION
						38.46	24,229.80	EMPIRE PAPER COMPANY
85	Y		Trash Bag, 40 x 46, heavy weight, black, capacity 40-45- gallon, film weight 10.4 lbs, gauge .68 mils, "X" sealed bottoms, pkg. 125/cs. Submit sample.	300	CS	13.75	4,125.00	UNIPAK CORP
						14.84	4,452.00	LAST GROUP ENTERPRISES
						15.42	4,626.00	WEDGE SUPPLY INC
						15.74	4,722.00	DISPOSE N SAVE
						18.90	5,670.00	BYRNE BROS FOODS INC
						19.20	5,760.00	M.A.N.S. DISTRIBUTORS INC
						24.80	7,440.00	CENTRAL POLY-BAG CORPORATION

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						38.73	11,619.00	EMPIRE PAPER COMPANY
86			Tray, Kraft paper, breakfast themed, nested. Approximately 8"x5"x2". 500/case. Approved brand-Southern Champion #05981 or similar. Submit sample.	2,000	CS	0.01	20.00	WEDGE SUPPLY INC
		4NS				35.70	71,400.00	BYRNE BROS FOODS INC
	Y	4NS				36.78	73,560.00	LAST GROUP ENTERPRISES
						49.50	99,000.00	M.A.N.S. DISTRIBUTORS INC
87			Tray, Lunch, checked, Kraft paper, nested. Approximately 10.5"x7.5"x1.5". 250/case. Approved brand Southern Champion #0590 or similar. Submit sample.	2,400	CS	0.01	24.00	WEDGE SUPPLY INC
		8PS				35.52	85,248.00	LAST GROUP ENTERPRISES
	Y	8PS				35.91	86,184.00	BYRNE BROS FOODS INC
						40.59	97,146.00	M.A.N.S. DISTRIBUTORS INC
88			Tray, 5 compartment, Fiber (Paper) Material, 10 3/8" X 8 3/8" X 1 3/16", White, Beige or Approved Color, Approved Brand - Pactiv # YMCS-8000 or equal, pkg 500/cs.	1,500	CS	0.01	15.00	WEDGE SUPPLY INC
						50.00	75,000.00	BRAUN BEEF CO INC
	Y					57.73	86,595.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						58.80	88,200.00	BYRNE BROS FOODS INC
						61.60	92,400.00	M.A.N.S. DISTRIBUTORS INC
89			Tray, 5 compartment, styrofoam, 10 3/8 x 8-3/8"x 1 3/16", laminated top and bottom, white, Approved Brand - Gen-Pak #10500 or equal, pkg. 500/cs. Note: This item is palletized. Unit price must reflect this requirement.	10,500	CS	39.60	415,800.00	BYRNE BROS FOODS INC
		8TC				41.52	435,960.00	M.A.N.S. DISTRIBUTORS INC
	Y					48.06	504,630.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						53.93	566,265.00	WEDGE SUPPLY INC
90	NA		Tray, Enchilada, pressware. Designed for use in microwave or conventional ovens at temperatures up to 400 degree F for 60 minutes. Approved Brand - Pactiv Classic Stoneware #PCS5615, or equal, pkg. 500/cs.	300	CS	0.01	3.00	WEDGE SUPPLY INC
						42.86	12,858.00	BYRNE BROS FOODS INC
91			Foil Honeycomb insulated wraps, sandwich, Blue check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	150	CS	0.01	1.50	WEDGE SUPPLY INC
		8TC				80.79	12,118.50	LAST GROUP ENTERPRISES
		8TC				121.30	18,195.00	BYRNE BROS FOODS INC
	Y					129.58	19,437.00	M.A.N.S. DISTRIBUTORS INC
						147.25	22,087.50	INFINITY SUPPLY AND SERVICE INCORPORATED
92			Foil Honeycomb insulated wraps, sandwich, Green check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	50	CS	0.01	0.50	WEDGE SUPPLY INC
		8TC				80.79	4,039.50	LAST GROUP ENTERPRISES
		8TC				118.20	5,910.00	BYRNE BROS FOODS INC
	Y					126.22	6,311.00	M.A.N.S. DISTRIBUTORS INC
						143.44	7,172.00	INFINITY SUPPLY AND SERVICE INCORPORATED
93			Foil Honeycomb insulated wraps, sandwich, Red check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	150	CS	0.01	1.50	WEDGE SUPPLY INC
		8TC				80.79	12,118.50	LAST GROUP ENTERPRISES
		8TC				104.00	15,600.00	BYRNE BROS FOODS INC
	Y					111.10	16,665.00	M.A.N.S. DISTRIBUTORS INC
						144.29	21,643.50	INFINITY SUPPLY AND SERVICE INCORPORATED
94	NA		Foil Honeycomb insulated wraps, sandwich, "Hamburger" printed, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	100	CS	0.01	1.00	WEDGE SUPPLY INC
						115.50	11,550.00	BYRNE BROS FOODS INC
						123.31	12,331.00	M.A.N.S. DISTRIBUTORS INC
						140.13	14,013.00	INFINITY SUPPLY AND SERVICE INCORPORATED
95			Foil Honeycomb insulated wraps, sandwich, "Cheeseburger" Printed, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	100	CS	0.01	1.00	WEDGE SUPPLY INC
		8TC				115.50	11,550.00	BYRNE BROS FOODS INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
	Y					123.31	12,331.00	M.A.N.S. DISTRIBUTORS INC
						140.13	14,013.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						301.59	30,159.00	EMPIRE PAPER COMPANY
96		8TC	Wrap, 3 way foil/paper Honeycomb insulated, printed "Hamburger/Cheeseburger/Special". 10 1/2" x 14". 4/500/case. Submit sample.	300	CS	0.01	3.00	WEDGE SUPPLY INC
	Y					115.50	34,650.00	BYRNE BROS FOODS INC
						123.31	36,993.00	M.A.N.S. DISTRIBUTORS INC
						140.13	42,039.00	INFINITY SUPPLY AND SERVICE INCORPORATED
97		Y	Wraps, sandwich, green check, 12 x 12, pkg. 6/1000 pkg. per cs. Submit Sample	50	CS	0.01	0.50	WEDGE SUPPLY INC
						64.92	3,246.00	EMPIRE PAPER COMPANY
						90.33	4,516.50	LAST GROUP ENTERPRISES
						105.30	5,265.00	BYRNE BROS FOODS INC
						110.38	5,519.00	M.A.N.S. DISTRIBUTORS INC
						125.44	6,272.00	INFINITY SUPPLY AND SERVICE INCORPORATED
98		8TC	Wraps, sandwich, red check, 12 x 12, pkg. 6/1000 pkg. per cs. Submit Sample	85	CS	0.01	0.85	WEDGE SUPPLY INC
		8TC				90.33	7,678.05	LAST GROUP ENTERPRISES
	Y					105.50	8,967.50	BYRNE BROS FOODS INC
						110.38	9,382.30	M.A.N.S. DISTRIBUTORS INC
						125.44	10,662.40	INFINITY SUPPLY AND SERVICE INCORPORATED
99	NA		Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package 5" cookie, cut fruit & vegetables, cantalope or watermelon slice. 5.25" X 10.5" Approved Brand - Ekon O Pac # CD59NV or equal. Submit Sample.	85	CS	0.01	0.85	WEDGE SUPPLY INC
100	NA		Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package sack lunch. 10" X 15" Approved Brand - Ekon O Pac # CD1015NV or equal. Submit Sample.	75	CS	0.01	0.75	WEDGE SUPPLY INC
101	NA		Bags Sealing Tape, Cold Poly Tape 3/8 wide X 180 yards long. Please bid all available colors. Approved Brand - Ekon O Pac # 1402 list color. Submit Sample of each color.	50	CS	0.01	0.50	WEDGE SUPPLY INC
102	NA		Bagging System + EPAC Equipment, Bagging system includes EPAC + Bag Sealer and EPAC + Bag Stand. Approved Brand - Ekon O Pac EPAC + System or equal. Submit Sample.	100	EA	0.01	1.00	WEDGE SUPPLY INC
103		8PS	Hand Towel, roll, single ply, 7.875 inch wide, 1 5/8" core, 350 ft. per roll, 12 rolls per cs.	500	CS	18.32	9,160.00	WEDGE SUPPLY INC
	Y					21.69	10,845.00	CENTRAL POLY-BAG CORPORATION
						21.75	10,875.00	BYRNE BROS FOODS INC
						21.75	10,875.00	M.A.N.S. DISTRIBUTORS INC
						22.17	11,085.00	EMPIRE PAPER COMPANY
						28.21	14,105.00	INFINITY SUPPLY AND SERVICE INCORPORATED
104		Y	Laundry soap, 25 lb. pail. Submit sample.	100	EA	0.01	1.00	WEDGE SUPPLY INC
						21.91	2,191.00	EMPIRE PAPER COMPANY
						53.60	5,360.00	BYRNE BROS FOODS INC
						53.62	5,362.00	M.A.N.S. DISTRIBUTORS INC
105	Y		Fiberglass Mop Handle Quickway, 12/cs	100	CS	50.58	5,058.00	M.A.N.S. DISTRIBUTORS INC
						83.40	8,340.00	BYRNE BROS FOODS INC
						102.12	10,212.00	WEDGE SUPPLY INC
						107.76	10,776.00	PYRAMID SCHOOL PRODUCTS
						231.96	23,196.00	EMPIRE PAPER COMPANY
106	Y		MICROFIBER MOP HEAD MEDIUM, 5" MESH BAND WITH TAIL, 12/CS	500	CS	72.10	36,050.00	M.A.N.S. DISTRIBUTORS INC
						78.24	39,120.00	WEDGE SUPPLY INC
						92.40	46,200.00	BYRNE BROS FOODS INC
						95.88	47,940.00	PYRAMID SCHOOL PRODUCTS
						180.00	90,000.00	EMPIRE PAPER COMPANY

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
107	Y		LARGE ANGLE BROOM, HEAD & HANDLE IN SAME BOX UNASSEMBLED, 12/CS	400	CS	47.43	18,972.00	M.A.N.S. DISTRIBUTORS INC
						53.04	21,216.00	WEDGE SUPPLY INC
						65.88	26,352.00	PYRAMID SCHOOL PRODUCTS
						78.00	31,200.00	BYRNE BROS FOODS INC
108	Y		IRON BRUSH, 1" TRIM WITH POLYPRO BRISTLES, ANGLED HEAD, DURABLE NON-ABSORBENT 6" WHITE PLASTIC BLOCK, 12EA/CS	350	CS	13.36	4,676.00	M.A.N.S. DISTRIBUTORS INC
						17.04	5,964.00	WEDGE SUPPLY INC
						21.48	7,518.00	PYRAMID SCHOOL PRODUCTS
109	Y		FLOOR SCRUB BRUSH, CURVED HEAD, PLASTIC BLOCK THAT WONT CRACK, WARP, MILDEW, WASHABLE RED POLYPRO BRISTLES, FLARE ENDS, 2" TRIM, AND METAL HANDLE, 12EA/CS	150	CS	32.19	4,828.50	M.A.N.S. DISTRIBUTORS INC
						32.82	4,923.00	WEDGE SUPPLY INC
110	Y		METAL HANDLE FOR FLOOR SCRUB BRUSH, 12/CS	75	CS	33.71	2,528.25	M.A.N.S. DISTRIBUTORS INC
						35.88	2,691.00	PYRAMID SCHOOL PRODUCTS
						46.44	3,483.00	WEDGE SUPPLY INC
111	NA		DIVIDED BUCKET WITH DOWNPRESS COMBO, EASY DIRTY WATER EMPTY	100	EA	114.34	11,434.00	WEDGE SUPPLY INC
						169.98	16,998.00	PYRAMID SCHOOL PRODUCTS
112	NA		SQUEEGEE, 22" WATER WAND, 10/CS	100	CS	37.90	3,790.00	WEDGE SUPPLY INC
						68.83	6,883.00	M.A.N.S. DISTRIBUTORS INC
						124.70	12,470.00	EMPIRE PAPER COMPANY
						139.90	13,990.00	PYRAMID SCHOOL PRODUCTS
113	NA		56" 20-GAUGE STEEL FRAME ALUMINUM HANDLE WITH SOCKET CLAMP (FOR SQUEEGEE), 10/CS	50	CS	0.01	0.50	WEDGE SUPPLY INC
						241.90	12,095.00	EMPIRE PAPER COMPANY
114	NA		8X10 HOT PADS, POLY-COTTON W/ VAPOR GUARD SQUARE WITH POCKET	800	EA	1.86	1,488.00	WEDGE SUPPLY INC
115	Y	8PS	Microfiber towel, Green, 49 gram. 16"x16", 12 per case. Submit sample.	400	BX	7.32	2,928.00	PYRAMID SCHOOL PRODUCTS
						9.09	3,636.00	WEDGE SUPPLY INC
						10.86	4,344.00	EMPIRE PAPER COMPANY
						14.90	5,960.00	BYRNE BROS FOODS INC
						18.56	7,424.00	M.A.N.S. DISTRIBUTORS INC
116	Y		CLEANING PADS, GENERAL PURPOSE HAND PAD, MEDIUM DUTY, GREEN, 6" X 9", 6 BGS/10 EA/CS	100	CS	6.19	619.00	EMPIRE PAPER COMPANY
						12.99	1,299.00	PYRAMID SCHOOL PRODUCTS
						13.36	1,336.00	M.A.N.S. DISTRIBUTORS INC
						15.90	1,590.00	BYRNE BROS FOODS INC
						17.38	1,738.00	INFINITY SUPPLY AND SERVICE INCORPORATED
						24.63	2,463.00	WEDGE SUPPLY INC
117	Y		DISINFECTING WIPES IN PLASTIC BUCKET, 1400/CS, CLOROX OR EQUAL, SUMBIT SAMPLE	500	CS	0.01	5.00	WEDGE SUPPLY INC
						34.23	17,115.00	M.A.N.S. DISTRIBUTORS INC
						35.77	17,885.00	EMPIRE PAPER COMPANY
						42.50	21,250.00	BYRNE BROS FOODS INC
						69.98	34,990.00	PYRAMID SCHOOL PRODUCTS
118	Y		DISINFECTING WIPES-REFILL PACK ONLY, 1400/CS, CLOROX OR EQUAL, SUMBIT SAMPLE	1,000	CS	0.01	10.00	WEDGE SUPPLY INC
						55.01	55,010.00	M.A.N.S. DISTRIBUTORS INC
						57.49	57,490.00	EMPIRE PAPER COMPANY
						67.70	67,700.00	BYRNE BROS FOODS INC

The District solicited 456 suppliers and received 16 responses.

BID TABULATION
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Price	Extended Price	Supplier
						69.98	69,980.00	PYRAMID SCHOOL PRODUCTS
119	NA		Sponge Mop, 9" natural cellulose sponge with scrubber strip; steel handle with swivel hang cap; heavy gauge metal frame with soft grip on wringer level.	300	EA	11.58	3,474.00	WEDGE SUPPLY INC
120	NA		SANDWICH TAKEOUT BOX, TRIANGLE KRAFT PAPER MEDIUM WITH WINDOW, 4 3/4" X 4 3/4" X 2 3/4", 200/CS, RWA0173 OR SIMILAR	300	CS	0.01	3.00	WEDGE SUPPLY INC
						86.20	25,860.00	BYRNE BROS FOODS INC
						89.32	26,796.00	M.A.N.S. DISTRIBUTORS INC
						116.01	34,803.00	INFINITY SUPPLY AND SERVICE INCORPORATED
121	8PS		Straw Plastic, 7.75" Wrapped, jumbo, clear, 24/500/case.	200	CS	58.44	11,688.00	WEDGE SUPPLY INC
	Y					61.62	12,324.00	DAXWELL
						74.00	14,800.00	BYRNE BROS FOODS INC
						75.90	15,180.00	M.A.N.S. DISTRIBUTORS INC
						89.32	17,864.00	EMPIRE PAPER COMPANY
						98.57	19,714.00	INFINITY SUPPLY AND SERVICE INCORPORATED



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Dish Room Chemicals,
Safety, Sanitation and Services
One (1) Year

Agenda Section: Action Item

Administrator Responsible: Ms. Jennifer Miller
Director of Student Nutrition Services

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the recommendation of the bids for dish room chemicals, safety, sanitation and services for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

SFSPac Food Safety and Sanitation System Division of Portion Pac Chemical Corp

The estimated total amount of the bid is not to exceed \$150,000. Potential funding is indicated below.

National School Breakfast and Lunch Program (240)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD APPROVAL**

RECOMMENDATION:

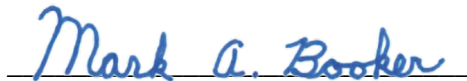
It is the administration's recommendation that the offer(s) for **Dish Room Chemicals, Safety, Sanitation and Services** from the company or companies listed below that provides the best value to the Garland Independent School District.

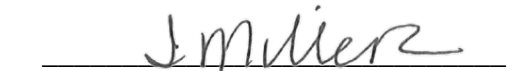
SFSPac Food Safety and Sanitation System Division of Portion Pac Chemical Corp

NOT TO EXCEED AMOUNT:

\$ 150,000


Procurement Method:	Interlocal Contract Region 10
Contract Number:	48-22
Renewal Term:	One (1) year
Potential Funding Source:	(240 National School Breakfast and Lunch Program)


Mark A. Booker
Director of Purchasing


Jennifer Miller
Director of Student Nutrition Services

Attest:

I have examined the information provided by staff in recommending the award above.


Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 16, 2022

To: Diane Fields, Buyer

From: Wade Henderson, Assistant Director of Student Nutrition Services

RE: Recommendation to Award Contract 48-22 Dish Room Chemicals, Safety, Sanitation and Services

Action Required

New Award

Material/Service

The service and supplies assist with providing product and training for cleaning and sanitizing dishes for the dish machines and equipment located in the GISD kitchens.

Purpose

The service includes training on how to use sanitizer and soaps provided by the awarded vendor. Supplies (dish machine chemicals and soaps) are provided to each campus kitchen, which is needed to wash pots, pans, trays, and any items used to provide a safe and clean environment for students.

Board Goal Objective

Not Applicable

Superintendent's Goal

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Recommended Amount

\$150,000 – 240 National School Breakfast and Lunch Program



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Instructional Material -
Social Emotional Learning
One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Kim Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the bids for instructional material – social emotional learning for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

See Attached List

The estimated total amount of the bid and the bid tab sheets will be provided under separate cover. Potential funding is indicated below.

ESSER III of ARP 2021 (282)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

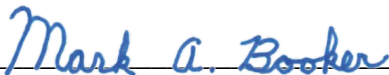
It is the administration's recommendation that the offer(s) for **Instructional Material – Social Emotional Learning** from the company or companies listed below provides the best value to the Garland Independent School District.

See Attached List

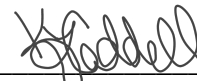
NOT TO EXCEED AMOUNT:

Confidential Information

Procurement Method:	Request for Proposal
Contract Number:	302-22-03
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(282 ESSER III of ARP 2021)



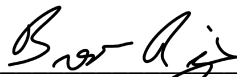
Mark A. Booker
Executive Director of Purchasing



Kim Caddell, Ed. D
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 9, 2022

To: Misty Roberts, Buyer

From: Tiffany Gilmore, Ed.D. Director of Guidance and Counseling

RE: Recommendation to Award RFP 302-22-03 Instructional Material – Social Emotional Learning

Action Required

New Award

Material/Service

SEL curriculum is an essential part of well-rounded student instruction. We are seeking curriculum materials that can be utilized as explicit SEL instruction for students in grades PK-12 on all 72 GISD campuses. To ensure we are able to obtain high quality curriculum resources for PreK-12 grade based on campus and community needs, we are recommending awarding all but one supplier which is SAVVAS Learning. SAVVAS Learning did not submit the required forms and are therefore considered non responsive.

Purpose

Social and emotional learning (SEL) is the process through which children and adults acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions (CASEL, 2020). Skills acquired by engaging in social and emotional learning experiences can help students academically, emotionally, and socially. Our mission is to help create an environment of excellence in our schools. We do this by:

- Empowering learners by developing SEL skills
- Fostering open and equitable learning environments
- Cultivating partnerships that help our community develop and thrive

One of our Tier 1 supports for Social and Emotional Learning is explicit instruction. As we continue to expand SEL in GISD, there is an increasing need to purchase explicit instructional curriculum and resources to enhance our students' learning experience.

Board Goal Objective

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

Confidential Information – 282 ESSER III OF ARP 2021

RFP 302-22-03 Instructional Material – Social Emotional Learning

AWARDED SUPPLIERS

7 MINDSET ACADEMY LLC

CENGAGE LEARNING

CHARACTERSTRONG LLC

CLASSCRAFT STUDIOS INC

FROM THE HEART INTERNATIONAL EDUCATIONAL SERVICES

JAMES E SAUNDERS

QUAVERED INC

RETHINK AUTISM INC

RIPPLE EFFECTS

SPECIALNEEDSWARE INC

STUDIES WEEKLY INC

The District solicited 485 suppliers and received 12 responses.



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Instructional Material and Supplies
One (1) Year with Two (2) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Kim Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the bids for instructional material and supplies for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Teacher Created Material

The estimated total amount of the bid is not to exceed \$1,408,000. Potential funding is indicated below.

ESSER II of CRRSA (281) – 90%
General Fund (199) – 10%

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

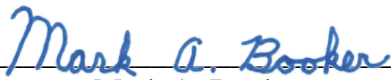
It is the administration's recommendation that the offer(s) for **Instructional Material and Supplies** from the company or companies listed below provides the best value to the Garland Independent School District.

Teacher Created Material

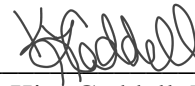
NOT TO EXCEED AMOUNT:

\$ 1,408,000

Procurement Method:	Interlocal Contract Buyboard
Contract Number:	302-22-19
Contract Term:	One (1) year with two (2) annual renewal options.
Potential Funding Source:	(281 ESSER II of CRRSA) 90% (199 General Fund) 10%



Mark A. Booker
Executive Director of Purchasing



Kim Caddell, Ed. D
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: April 6, 2022

To: Maria Cobar, Buyer

From: Dr. Melissa Hill, Director Teaching & Learning Development

RE: Recommendation to Award Contract 302-22-19 Instructional Material and Supplies

Action Required

New Award

Material/Service

Teacher and student math related reading materials for Guided Math instruction with small groups.

Purpose

Teacher Created Material provides resources for implementation of Guided Math and small group instruction.

Board Goal Objective

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

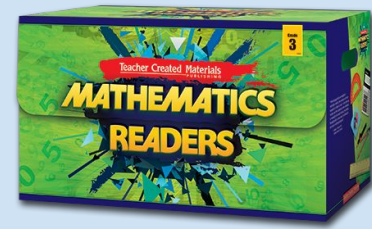
\$1,408,000 – 281 ESSER II of CRRSA 90% and 199 General Fund 10%



Teacher Created Materials

Mathematics Readers

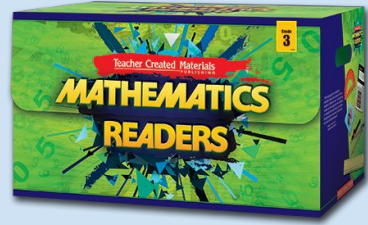




Mathematics Readers Overview

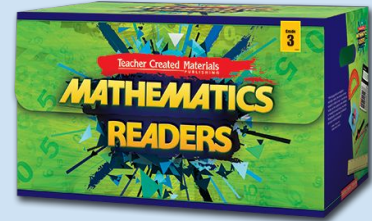
- Available in English and Spanish for Grades K-5.
 - Each grade level has 20 titles with 6 copies of each book.
 - Print and digital formats available
- Make content meaningful with reading and writing activities in each lesson.
- Build academic vocabulary and increase understanding with text features such as captions, bold print, glossary, and index.
- Support English language learners and above-, on-, and below-grade level students with differentiation strategies.
- Teacher Guides provided to promote mathematical discourse and support multiple learning styles.

Objective

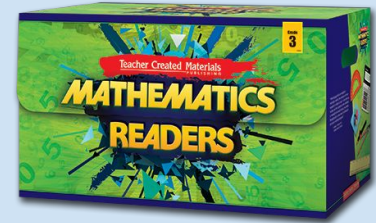


- Efficiently integrate instruction in mathematics and language arts with high-interest math readers that focus on mathematical practices.
- Help students explore mathematics in meaningful ways with fiction and nonfiction texts that promote problem-solving skills and mathematical reasoning through real-world connections.
- Challenge students to use higher-order thinking while facilitating meaningful mathematical discourse.

Implementation



- Each grade level teacher will receive a mathematics reader kit.
- Integrate problem solving and real-world connections to promote mathematical reasoning during small group instruction.
 - Teacher Table
 - Math workstations
- Directions for when and how to use the readers will be provided on the district math curriculum learning plans.
- Training and instructional support provided on each campus by the Curriculum Support Teachers and the Instructional Support Teachers.



Questions?



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Consulting Services for Higher Education
One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Kim Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

Shown is the recommendation of the bids for consulting services for higher education for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Education is Freedom Foundation

The estimated total amount of the bid is not to exceed \$260,000. Potential funding is indicated below.

ESSER II of CRRSA (281)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

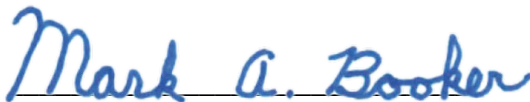
It is the administration's recommendation that the offer(s) for **Consulting Services for Higher Education** from the company or companies listed below provides the best value to the Garland Independent School District.

Education is Freedom Foundation

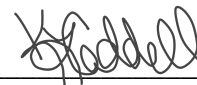
NOT TO EXCEED AMOUNT:

\$ 260,000

Procurement Method:	Interlocal Contract EPCNT
Contract Number:	310-22-02
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(281 ESSER II of CRRSA)



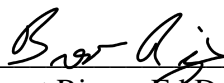
Mark A. Booker
Executive Director of Purchasing



Kim Caddell, Ed. D
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: April 26, 2022

To: Misty Roberts, Buyer

From: Tiffany Gilmore, Ed.D. Director of Guidance and Counseling

RE: Recommendation to Award Contract 310-22-02 Consulting Services for Higher Education

Action Required

New Award

Material/Service

A layered system of support for successfully transitioning Garland ISD students to and through higher education. Higher Education Advisors (HEAs) provide hands-on assistance to students and families with high school transition with an emphasis on post-secondary options, college admissions and scholarship essay writing, college and workforce applications, financial aid applications (which is now a graduation requirement per TEC); mentoring, and tutorials for ACT, SAT, TSIA, ASVAB testing/preparation. A partnership that will allow our students and families to navigate complicated postsecondary and workforce entry processes with the highly qualified multilingual recent college graduates.

Purpose

Our Board goal is to increase the number of students that we are graduating with a status of College, Career, and Military Readiness met and enrolling in postsecondary institutions. To overcome the expanding opportunity gap due to the pandemic, students must be able to visualize a better future for themselves and navigate the systems to make that vision come true. Many of our families have experienced financial instability due to COVID-19, which contributes to the challenges associated with applying for financial aid.

It is imperative to focus on the performance challenges of engagement/motivation and the associated root cause of lack of student self-efficacy. High self-efficacy and student engagement among at-risk and students of color results in increased attendance, academic achievement and reduction of dropout rates, therefore, closing achievement gaps.

Higher education advisors can assist us by working with the students while in middle and high school while helping support students after high school graduation to prevent summer melt. In addition, higher education advisors can continue to provide assistance through that critical first year to ensure that the students persist to complete their higher educational program. Higher education advisors will work in our HS Go Centers and middle schools. Services (including virtual) provided would encompass:

- Educating families on post-secondary options and exposing students to college campuses in the area
- Researching college options
- Working with students on completing college admission applications
- Assistance with writing admissions and scholarship essays
- FAFSA/TASFA application workshops
- Scholarship application assistance
- Resume writing
- Teaching Interview Skills
- Mentoring
- Career and Internship Opportunities

In addition, Higher Education Advisors can model and teach the following skills:

- Professional attitudes and behaviors
- Communication in the workplace
- Resume writing
- Interview skills
- Time management
- Budgeting
- Test preparation/study skills

Board Goal Objective

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Recommended Amount

\$260,000 – 281 – ESSER II of CRRSA



Garland Independent School District Board of Trustees

Date of Meeting:

June 28, 2022

Agenda Item:

Consider Approval of Purchase of Instructional Intervention Software
One (1) Year with Four (4) Annual Renewal Options

Agenda Section:

Action Item

Administrator Responsible:

Dr. Kim Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the bids for instructional intervention software for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Branching Minds, Inc.

The estimated total amount of the bid is not to exceed \$659,099. Potential funding is indicated below.

Title I School Improvement Program Academy Grant (CFDA 84.377A) (276)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

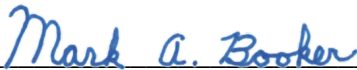
It is the administration's recommendation that the offer(s) for **Instructional Intervention Software** from the company or companies listed below provides the best value to the Garland Independent School District.

Branching Minds, Inc.


NOT TO EXCEED AMOUNT:

\$ 659,099

Procurement Method:	Cooperative Purchase Contract EPCNT
Contract Number:	397-22-09
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(276 Title I School Improvement Program Academy Grant (CFDA 84.377A))



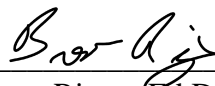
Mark A. Booker
Executive Director of Purchasing



Kim Caddell, Ed. D
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 16, 2022

To: Maria Cobar, Buyer

From: Christie Creel, Assistant Director of MTSS

RE: Recommendation to Award Contract 397-22-09 Instructional Intervention Software

Action Required

New Award

Material/Service

MTSS is a system-level practice intended to support ALL students in fluid and evolving ways, therefore Branching Minds works with schools and districts at a systems level by giving teachers, support staff, and administrators a platform to support ALL students included in the district within tiers 1,2,3 & students with IEPs, 504 plans, and enrichment needs.

Purpose

Branching Minds integrates data and technology implementation to streamline practice, including Student Information System and assessment providers. It also provides staff members with targeted academic, behavior and social and emotional evidence based interventions to provide students that signify a need in these areas supporting the whole child.

Board Goal Objective

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

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Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

\$659,099- 276 Title I School Improvement Program Academy Grant (CFDA 84.377A)



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Purchase of Instructional Software and Materials for Career Technical Education One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Susanna Russell
Chief Leadership Officer

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the bids for instructional software and materials for career technical education for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

YouScience, LLC

The estimated total amount of the bid is not to exceed \$199,999. Potential funding is indicated below.

General Fund (199) – 85%
Career and Technical – Basic Grant (244) – 5%
Campus Activity Funds (461) – 5%
Student Activity Account (865) – 5%

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Instructional Software and Materials for Career Technical Education** from the company or companies listed below provides the best value to the Garland Independent School District.

YouScience, LLC

NOT TO EXCEED AMOUNT:

\$ 199,999

Procurement Method:	Cooperative Purchase Contract EPCNT	
Contract Number:	397-22-08	
Contract Term:	One (1) year with four (4) annual renewal options.	
Potential Funding Source:	(199 General Fund)	85%
	(244 Career and Technical- Basic Grant)	5%
	(461 Campus Activity Funds)	5%
	(865 Student Activity Account)	5%

Mark A. Booker

Mark A. Booker
Executive Director of Purchasing

Susanna Russell

Susanna Russell, Ed.D.
Chief Leadership Officer

Attest:

I have examined the information provided by staff in recommending the award above.

Brent Ringo

Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: April 11, 2022

To: Mark Booker, Executive Director of Purchasing

From: Coleman Bruman, Director of Career and Technical Education

RE: Recommendation to Award Contract 397-22-08 Instructional Software and Materials for Career Technical Education

Action Required

New Award

Material/Service

Educational assessment software to assist all Career and Technical Education Programs.

Purpose

To provide formative assessment data to assist instructors on preparation of industry-based certifications and student mastery of the curriculum.

Board Goal Objective

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

\$199,999- 199 General Fund 85%, 244 Career and Technical- Basic Grant 5%, 461 Campus Activity Funds 5% and 865 Student Activity Account 5%



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Increase in Awarded Amount for
Clean/Sanitize Football Shoulder Pads
Final of One (1) Annual Renewal Option

Agenda Section: Action Item

Administrator Responsible: Dr. Susanna Russell
Chief Leadership Officer

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the recommendation of the increase in awarded amount for clean/sanitize football shoulder pads for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff's recommendation that the bid be increased as indicated below.

Servpro of Crowley & South Johnson County

Original Amount: \$ 40,000
(July 14, 2021)

Increase Amount: \$ 40,000

The estimated total amount of the bid is not to exceed \$80,000. Potential funding is indicated below

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Clean/Sanitize Football Shoulder Pads** from the company or companies listed below provides the best value to the Garland Independent School District.

Servpro of Crowley & South Johnson County

ORIGINAL AMOUNT: **\$ 40,000**
(July 14, 2021)

INCREASE AMOUNT: **\$ 40,000**

NOT TO EXCEED AMOUNT: **\$ 80,000**

Procurement Method:	Cooperative Purchase Contract Buyboard
Contract Number:	210-21
Contract Term:	Final of one (1) annual renewal option.
Potential Funding Source:	(199 General Fund)



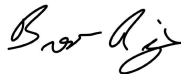
Mark A. Booker
Executive Director of Purchasing



Susanna Russell, Ed.D.
Chief Leadership Officer

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 16, 2022

To: Misty Roberts, Buyer

From: Christine Talbot, Secretary to Executive Director of Athletics

RE: Recommendation to Increase Contract 210-21 Clean/Sanitize Football
Shoulder Pads

Action Required

Increase

Material/Service

Clean & sanitize football shoulder pads to prevent COVID.

Purpose

Clean & sanitize football shoulder pads for athletes to prevent COVID

Board Goal Objective

Not Applicable

Superintendent's Goal

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Recommended Amount

\$40,000 - 199 General Fund



Garland Independent School District Board of Trustees

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Increase in Awarded Amount for Science Curriculum Resource One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Kim Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

Superintendent’s Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Summary/Background Information:

Shown is the recommendation of the increase in awarded amount for science curriculum resource for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff’s recommendation that the bid be increased as indicated below.

National Science Teachers Association- NSTA

Original Amount: \$ 74,999
(April 7, 2021)

Increase Amount: \$ 35,000

The estimated total amount of the bid is not to exceed \$109,999. Potential funding is indicated below.

Title III, Part A, English Language Acquisition and Language Enhancement (263)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Science Curriculum Resource** from the company or companies listed below provides the best value to the Garland Independent School District.

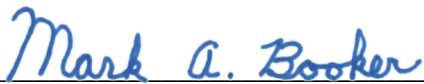
National Science Teachers Association - NSTA

ORIGINAL AMOUNT: **\$74,999**
(April 7, 2021)

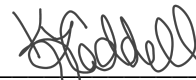
INCREASE AMOUNT: **\$35,000**

NOT TO EXCEED AMOUNT: **\$109,999**

Procurement Method:	Interlocal Contract Buyboard
Contract Number:	302-21-07
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(263 Title III, Part A, English Language Acquisition and Language Enhancement)



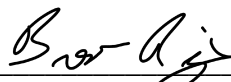
Mark A. Booker
Executive Director of Purchasing



Kim Caddell, Ed. D
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 13, 2022

To: Maria Cobar, Buyer

From: Ann Mulvihill, Secondary STEM Coordinator
Melissa Luna, Elementary STEM Coordinator

RE: Recommendation to Increase Contract 302-21-07 Science Curriculum Resource

Action Required

Increase

Material/Service

NSTA has high quality resources to transform teaching in the science classroom through books, lesson plans, classroom strategies, and professional earning for K-12 educators.

Purpose

Provide teachers with the necessary resources to teach science using best practice and current research. This will allow us to buy the entire series digitally.

Board Goal Objective

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Recommended Amount

\$ 35,000- 263 Title III, Part A, English Language Acquisition and Language Enhancement



**Garland Independent School District
Board of Trustees**

Date of Meeting: June 28, 2022

Agenda Item: Consider Approval of Increase in Awarded Amount for Internal Audit Services
Second of Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Mr. Mark A. Booker
Executive Director of Purchasing

Board Goal Objective:

Not Applicable

Superintendent’s Goal:

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown is the recommendation of the increase in awarded amount for internal audit services for the District, discussed in the June 14, 2022 Finance Committee Meeting. It is staff’s recommendation that the bid be increased as indicated below.

	Gibson Consulting Group, Inc.	
Original Amount: (June 22, 2021)		\$ 276,100
Increase Amount:		\$ 320,000

The estimated total amount of the bid is not to exceed \$596,100. Potential funding is indicated below.

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Internal Audit Services** from the company or companies listed below provides the best value to the Garland Independent School District.

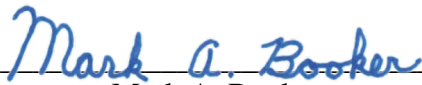
Gibson Consulting Group, Inc.

ORIGINAL AMOUNT: **\$276,100**
(June 22, 2021)

INCREASE AMOUNT: **\$320,000**

NOT TO EXCEED AMOUNT: **\$596,100**

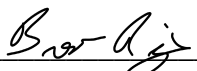
Procurement Method:	Request for Qualifications
Contract Number:	318-19
Contract Term:	Second of four (4) annual renewal options.
Potential Funding Source:	(199 General Fund)



Mark A. Booker
Executive Director of Purchasing

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

Date: May 23, 2022

To: Mark A. Booker, Executive Director of Purchasing

From: Dr. Brent Ringo, Chief Financial Officer

RE: Recommendation to Increase RFQ 318-19 Internal Audit Services

Action Required

Increase

Material/Service

Provide internal audit services to the Garland Independent School District.

Purpose

Perform ongoing internal audit program management to include auditing Cost Savings, Accounts Payable, and Learning Recovery for the school district.

Board Goal Objective

Not Applicable

Superintendent's Goal

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Recommended Amount

\$320,000 – 199 General Fund



AN EDUCATION CONSULTING & RESEARCH GROUP

May 11, 2022

DRAFT – For Discussion Purposes Only

Mr. Wes Johnson, Chair
Internal Audit Advisory Group
Garland Independent School District
501 South Jupiter
Garland, Texas 75042

Re: Gibson Internal Audit Cost Proposal for Fiscal Year 23

Dear Mr. Johnson:

Gibson Consulting Group, Inc. (Gibson) appreciates the opportunity to present this cost proposal to provide internal audit services to the Garland Independent School District (Garland ISD/the District) Board of Trustees in Fiscal Year (FY) 2023. There are three audits requested by the Internal Audit Advisory Group:

- Cost Savings Audit
- Accounts Payable Audit
- Learning Recovery Audit

The remainder of this letter presents the scope and approach of each audit, our proposed (recurring) audit program management activities for FY23, and the timing and cost of our services.

Cost Savings Audit

Garland ISD is facing increasing financial pressures from declining enrollment, the need for higher salaries to stay competitive in the Dallas area, and uncertain funding streams. While there is some capacity to increase property tax rates through a Tax Ratification Election (TRE), there may not be community support for doing so on the tails of a pandemic and recent increases in inflation. The District is seeking ways to reduce spending without adversely affecting student achievement, and has requested this audit to determine if there are major cost savings opportunities available to them.

Cost “savings” are different from cost “cutting.” Many districts respond to financial pressures by implementing an across-the-board percentage reduction in spending based on the assumption that this approach is the most equitable. This is cost-cutting, and it can damage the efficiency and effectiveness of a school system by effectively punishing those areas that are more efficient and rewarding those that are less efficient. A cost savings audit can identify opportunities based on efficiency, as measured by efficiency metrics, and result in more informed and more equitable reductions in spending – without adversely affecting student outcomes.

This audit will involve a comprehensive data scan of all district areas, but not all of these areas are expected to yield significant opportunities for cost savings. We will identify those areas that hold cost savings opportunities of greater than \$2.5 million a year in General Fund savings, then spend the remainder of the project exploring these opportunities further through onsite work with the respective departments or areas. For each savings opportunity, we will conduct financial, expenditure, staffing, productivity, performance, and process analyses as needed to support a recommendation. As part of our work we will develop a budget dashboard to support our own analysis, and we will give this to the District when our work is complete so that they may continue to benefit from it. This work will result in a report presenting each major cost savings opportunity, its estimated fiscal impact, and implementation considerations.

This audit will also include a review of the budget process and how it incorporates efficiency measurement into staffing formulas, budget formulas and non-formula spending. Gibson will review the budget process, staffing and budget formulas, internal financial analyses, and any previous cost-saving opportunities that were considered but not implemented.

We will conduct a comprehensive data scan for the Garland ISD areas listed below.

- Central Administration
- Business and Financial Management
- Procurement
- Human Resources Management
- Transportation Services
- Technology Services (Administrative Technology and Infrastructure, and Instructional Technology)
- Facilities Management and Operations
- School Staffing and Scheduling
- Academic Programs (Internal Program Evaluations)
- Indirect Cost Allocation (from the General Fund to grant funds, as allowed by the respective grant)

Upon completion of the data scan and preliminary analysis of efficiency metrics and staffing patterns, we will review the major cost savings opportunities with the Garland ISD senior leadership and with the Internal Audit Advisory Group before we proceed with more in-depth analysis of each opportunity. Depending on the savings opportunity, we may engage one or more of our alliance partners that bring particular technical expertise in the above areas to further analyze the opportunity.

Upon completion of our detailed analyses, we will develop a draft report and submit it to the Garland ISD Administration for review and comment. The report will describe each opportunity, include supporting analyses, identify implementation considerations, and estimate the fiscal impact. After incorporating

feedback on the draft report from the Administration, we will present a near-final draft report to the Internal Audit Advisory Group, and present the final report to the Board of Trustees.

Accounts Payable Audit

The accounts payable function executes payments to vendors relating to the purchase of goods and services. Many of these purchases are authorized through purchase orders, although districts can make some payments, such as utility costs, without purchase orders. Some districts also implement Purchasing Card Programs to facilitate the purchasing/payment of small-dollar goods and services. School district accounts payable functions are typically organized under the financial management function, but the activities critical for approving payments – the receipt of goods and the approval of invoices – can involve many school and departmental employees across the district. Internal controls are a high priority in the accounts payable function since this area is responsible for disbursing district assets (cash).

Scope of Work

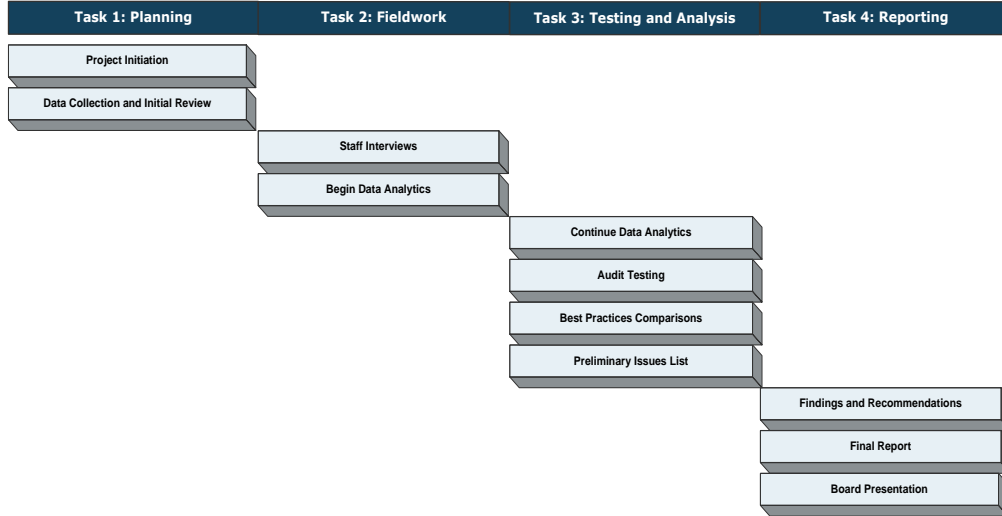
The scope of the accounts payable audit will address the following questions:

- Have policies, administrative regulations, and procedures been established for the accounts payable function at the District? Are these policies and procedures documented and communicated to all appropriate staff responsible for accounts payable processing and decision-making?
- Is the District in compliance with applicable laws, policies and administrative regulations governing vendor payments?
- Are accounts payable processes efficient? Do they maximize the use of existing technologies? Are invoices received electronically? Are disbursements executed electronically in a controlled manner? Do vendor invoicing practices contribute to excessive work for Garland ISD?
- Are the information systems used to track disbursements designed appropriately to enforce internal controls, and are they reliable in producing financial reports? Is access to information systems limited to authorized positions who need such access?
- How are accounts payable staff levels determined? Do job descriptions and skill/experience requirements match the needs of the accounts payable function? Are employees involved in the disbursement function properly supervised?
- Are there adequate internal accounting controls, including segregation of duties, associated with accounts payable function? What internal controls are in place to prevent the entry of, and payment to, fictitious vendors? What controls are in place to prevent duplicate payments?
- Are purchase orders executed before the receipt and billing for goods and services?
- Have recommendations from the 2019 P-Card Audit been implemented?
- Are any discounts for early invoice payment earned by Garland ISD?

Audit Approach

The Accounts Payable audit approach is presented in Figure 1 and discussed in greater depth below.

Figure 1. Audit Project Overview



Task 1: Planning

We will conduct a project orientation meeting with the Garland ISD project liaison and department leadership to discuss the scope and objectives of the audit and to finalize the schedule.

We will provide a data request to the District for this audit, and will use the project orientation meeting to answer any questions regarding the request. Some of this information may be available through the District’s website, the TEA website, or another third-party source. We expect that it will take up to two weeks for Garland ISD to provide all of the requested data for the audit, and we will begin analyzing the data as soon as it becomes available, in order to prepare for the fieldwork. In some cases, the data requested will include read-only access to relevant information systems. We will use this access to analyze the entire population of data that is subject to audit, and to make selections for testing. We typically need to request additional data for each test item selected.

Task 2: Fieldwork

The purpose of the fieldwork is to gain a deeper understanding of the operations, programs, and processes being audited. Fieldwork typically involves conducting interviews, focus groups, and visiting schools to meet with administrators and support staff involved in the audit area. During the field work, we may request additional data and we may need to contact Garland ISD staff for follow-up questions.

Task 3: Testing and Analysis

This task includes the analysis and corroboration of information obtained through the initial and supplemental data requests, interviews, observations, focus groups, and any applicable transaction testing. Our analyses will include trend analysis, peer analysis, and comparison to any applicable industry

standards, as well as organizational analysis and process analysis. We will also conduct data analytics on the entire data set of disbursements during a defined period of time to search for any unusual disbursements (duplicate payments, rounded values, weekend payments, etc.), potential fictitious vendors or unauthorized vendors, and unexpected spending trends.

Transaction testing will focus on a subset of the transactional data population. During testing, Gibson will corroborate each aspect of the transaction selected through the review of all documentation retained for the transaction. We will base the selection of samples for testing on experienced auditor judgment, the volume of transactions, and on information obtained during fieldwork.

Table 1 presents the universe of potential data analytics and transaction testing we will perform.

Table 1. Accounts Payable Audit Testing

Audit Area: Sub-Process	Test	Audit Procedures
Disbursements	Suspicious Payments	<ul style="list-style-type: none"> ▪ Identify potential suspicious payments through data analytics. ▪ Select a sample of identified payments (depending on population size). ▪ Examine underlying requisitions and invoice to validate authenticity.
Invoice Processing	"3-Way Match" Test	<ul style="list-style-type: none"> ▪ Examine the third-party invoice to validate that it matches the approved purchase order and contract, if applicable. ▪ Examine the third- party invoice to validate that it matches the quantity of items or services received by District. ▪ Examine the third-party invoice to validate that it was issued after the purchase order. ▪ Examine the evidence of the payment to the vendor to validate that the payment occurred within stipulated policies and state laws.
Reconciliations	Vendor Accounts Payable Reconciliation	<ul style="list-style-type: none"> ▪ Examine and compare the vendor accounts payable subledger to the general ledger for appropriateness. ▪ Review the procedures for determining any long, outstanding invoices.

Task 4: Reporting

We will use the results of our analysis and transaction testing to form the basis for possible audit findings and recommendations, recognizing any best practices in place as well as identifying opportunities for improvement. We will develop a draft audit report that contains an executive summary, a description of the project objectives and scope, descriptions of District practices, as well as findings and recommendations to improve the procedures, controls, efficiency, and effectiveness of the Accounts Payable function.

We will submit the draft report to the District Administration for feedback, and to ensure that there are no factual misrepresentations. Upon receiving a single, consolidated set of comments from the District, we will

make appropriate modifications and present the results to the Internal Audit Advisory Group. We will also be available, as requested, to make a presentation of the report to the Garland ISD Board of Trustees.

Learning Recovery Audit

Students across the United States have experienced a generational disruption to their educational experiences, but the exact nature of the learning loss is unknown. For instance, learning loss may vary by subject, grade, and student group. These differences have direct implications for instruction in Garland ISD, and understanding how the COVID-19 pandemic disruptions differentially influenced student learning can help District and school staff prioritize curricular reforms, professional development opportunities, and strategies for academic acceleration or remediation.

This Learning Recovery Audit will support Garland ISD in two important ways. First, rigorous statistical analyses of learning loss will support Garland ISD in understanding the nature of learning loss for Garland ISD students. Secondly, a quantitative and qualitative audit of the assessments system in Garland ISD will ensure that the assessments system is operating as intended by the Garland ISD Administration. The sections below describe each of these activities in greater detail.

Learning Loss Analysis

For purposes of this audit, “learning loss” is defined as the difference between student academic performance in Spring 2022 and how students would have performed given normal learning conditions. Pandemic disruption has been so far-reaching that a ‘contemporaneous’ control group does not exist (e.g., students in Garland ISD not affected by the pandemic). Accordingly, to benchmark student performance, pre-pandemic student cohorts can serve as references for how 2021-22 Garland ISD students would have performed absent the pandemic.

The pandemic disruption is not the only difference between Garland ISD students in 2021-22 and their pre-pandemic predecessors. For instance, earlier cohorts may be compositionally different in important ways, such as differing levels of prior-year achievement or poverty. Gibson will use statistical techniques (described below) to adjust for these differences and help isolate the impact of the pandemic on students’ academic performance.

We will use student performance data on the STAAR/EOC, as the primary points of comparison to previous cohorts. The analysis we plan to conduct requires student-level performance data from the STAAR/EOC end-of-course exams and student-level demographic data for current students and prior cohorts unaffected by the pandemic (back to the 2017-18 school year). Student-level data allows for us to account for prior academic performance, which is usually the strongest predictor of future student performance. Because many students were not tested in 2019-20, we will use two-years prior performance as the key predictor variable for all tests. We anticipate being able to match most students to their prior universal screening testing if student-level data reports are available to Garland ISD.

We will use student-level standardized test, demographic, and program membership data from cohorts of Garland ISD students prior to the pandemic (i.e., prior to Spring 2020) and during the pandemic (i.e., after Spring 2020) to estimate:

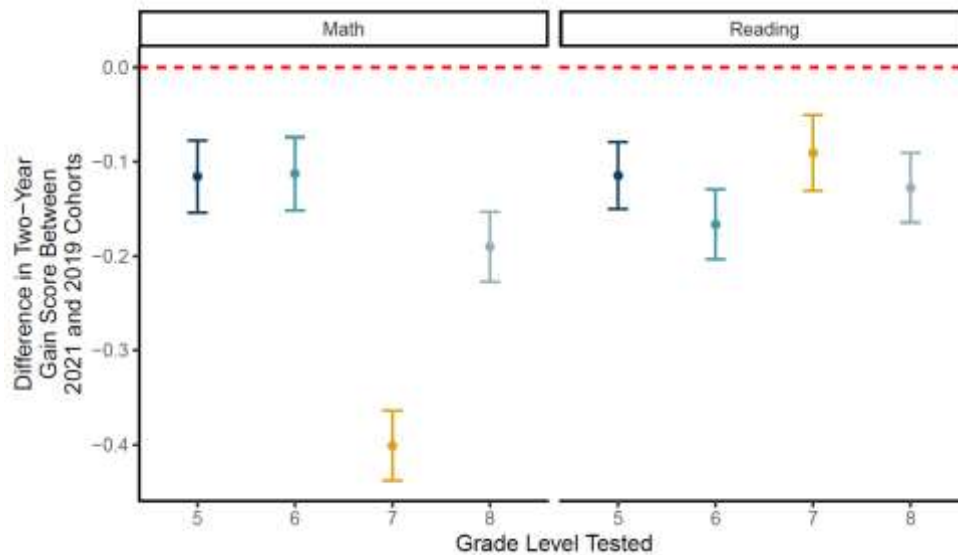
- District- and school-level learning loss for specified grades and test subjects; and
- District- and school-level learning loss among student groups of interest by grade and test subject.

We will estimate linear regression models for each test subject and grade level for which we have data. These models will provide a Districtwide estimate for learning loss for each relevant grade and subject level. While the model estimate will be in STAAR/EOC scale score points, we will calculate a more actionable metric of equivalent days of learning lost and/or standard deviations.

As an example of the insights generated by such an approach, in Figure 1 below, we plot a sample graphic comparing hypothetical learning loss in standard deviations for Grades 5-8 in Reading and Math. In this plot, the points represent estimates of learning loss (lower estimates indicate more loss) and the lines represent confidence intervals around those estimates.

In this plot, it is apparent that learning loss was much greater in Math for students in Grade 7 during the pandemic, compared to other subjects and grade levels. Because student test scores are standardized, this permits us to make comparisons across grade levels and subjects about the magnitude of the differences in learning loss across these domains. Information as presented in this plot can provide Garland ISD areas to focus planning and resources efforts in the current and upcoming school years.

Figure 1. Sample Graphic Comparing Hypothetical Learning Loss in Standard Deviations for Grades 5-8 in Reading and Math in 2019 and 2021



We will also generate student group-level estimates of learning loss. Garland ISD leadership can use these estimates to understand whether pandemic-related learning loss affected particular student groups more than others. Gibson will review this information with the Garland ISD Administration in an interim briefing.

Assessment Validation

Staff in Garland ISD use student assessment data to make a variety of consequential decisions. For example, some assessment data are used to assign students to interventions, invite students to participate in summer school, and other assessments are used to guide teachers' instructional decisions about what content will be taught, when it will be taught, how, and to whom. Because the effects of decisions made from assessment data are consequential, it is important that the assessment data collected is valid. For example, districts often use district-created assessments to determine which students need additional support throughout the year. This use for these assessments is only valid if student performance on these district-created assessments accurately predicts student STAAR performance. However, many districts do not test the degree to which this assumption about the validity of district-created tests is true. The activities described below will support Garland ISD in understanding the degree to which each assessment administered, in each grade, subject, and timepoint, are valid for the use defined by Garland ISD.

District Staff interviews

We will interview District staff (e.g., Director of Research, Assessment, and Accountability) to better understand what assessments are offered in Garland ISD, to whom, and when, and to determine the District-defined purpose for each assessment. This information will be used to frame the quantitative and qualitative work described below.

Establishing Criterion Validity

For each assessment administered in a STAAR tested grade, across each grade level, subject, and administration (e.g., BOY, MOY, EOY), we will estimate the degree to which assessment scores predict students' STAAR performance. These estimates will be presented in correlation coefficients. Comparing these correlations across assessments within grades will support Garland ISD staff in understating which assessments best predict STAAR performance. This information has direct implications for practice, because assessments that accurately predict STAAR performance can be used to make adjustments during the school year. Assessments that do not accurately predict STAAR (or predict to a less accurate degree than other assessments) can be discontinued or deemphasized, providing potential cost savings and perhaps restoring additional instructional time.

We will also apply Receiver Operating Curve (ROC) analysis to determine cut scores or thresholds that accurately predict STAAR performance on each assessment. For each cut score, we will identify the cut score that maximizes the number of students accurately identified as 'at risk' for not meeting standards on STAAR (i.e., true positives) while minimizing the number of students overidentified (i.e., false positives). This work is particularly important if assessment cut scores are used to identify students for intervention.

Information from both of these analyses can be used to monitor learning recovery. Understanding which assessments best predict STAAR will simplify decision making and enable District staff to more closely monitor assessments that predict STAAR, and deemphasize the monitoring of assessments that do not predict STAAR. ROC analysis will enable Garland ISD staff to set cut scores more accurately, be more precise in the provisioning of interventions, and be more effective in monitoring school progress.

Establishing Ecological Validity¹

The statistical properties of assessments described above are important; however, how teachers interact with assessments is equally important. During the Fall 2022 semester, we will conduct group interviews with teachers to better understand how they are interacting with Garland ISD's assessments system. This work will help us understand the degree to which teachers are interacting with assessments as conceptualized by the Garland ISD Administration. We will ask teachers about the assessment data that they find useful to guide their instruction and to identify students (and topics) in need of additional support.

Gibson will conduct a briefing with the Garland ISD administration on the preliminary observations from the Assessments Validation.

Upon completion of the above segments of the Learning Recovery Audit we will deliver to Garland ISD a draft report containing major findings by assessment, subject, and grade level. The report will also contain learning loss estimates by grade and test for selected student groups, and criterion validity estimates and recommended cut score values by assessment, subject, and grade. A digital folder of high-resolution graphics will also be provided.

Internal Audit Program Management

Program management services are provided at the internal audit program level, in addition to the project management tasks performed on each internal audit. Gibson will assist in managing monthly Internal Audit Advisory Group meetings, develop monthly program progress reports, monitor audit recommendation implementation, and facilitate audit planning. This work includes the development and maintenance of the internal audit implementation dashboard.

Timing and Fee Estimates

We would expect to begin work in July 2022 and finish all audit projects by June 2023. Below is the proposed duration and sequencing of each audit.

- Cost Savings Audit (5-6 months): this audit would start this summer.
- Learning Recovery Audit (5 months): this audit would start this summer due to the timing of STAAR results availability.
- Accounts Payable Audit (6 months): this audit would start in December 2022.

Upon contract execution, Gibson will develop a schedule to complete all assigned audits by June 30, 2023.

¹ In this context, ecological validity can be defined as the validity, or credibility, of assessments in use in real word contexts (i.e., the ecology).

We have based the estimates of hours and fees for these projects on our understanding of the objectives of each audit and on our familiarity with the systems and processes in place at Garland ISD as a result of our previous work with the District.

Table 2 shows the estimated professional fees and expenses necessary to complete each audit. Budgets listed for each project in the table are estimates only and may be moved between projects as needed. However, the total cost of all projects during the fiscal year will not exceed the budgeted amount. If, during the audit, unforeseen problems arise that require us to devote additional hours, we will work with Garland ISD in order to supplement the engagement. No additional fees will be charged unless agreed to in writing in advance by the Internal Audit Advisory Group.

Estimated Project Budgets by Audit

Table 2. Estimate of Project Budgets

Area	Subcontractor Use	Estimated Budget
Cost Savings Audit	Yes	\$203,470
Accounts Payable Audit	No	\$87,149
Learning Recovery Audit	No	\$92,450
Program Management Services	No	\$10,000
Total		\$393,069

Internal audit services are provided by Gibson under a long-term agreement with the Texas Association of School Boards (TASB). Gibson is the designated service provider of internal audit services for TASB. In accordance with our agreement with TASB, Gibson professional fees for internal audit services are discounted for TASB members by 10 percent. Table 3 presents our discounted hourly rates for each project role participating in the audits for 2022-23.

Table 3. Hourly Rate for Project Roles

Project Role	Hourly Rate
Director	\$225
Senior Auditor	\$200
Auditor	\$175
Professional Support	\$130
Subcontractors	At Cost

Professional fees and expenses will be billed in twelve equal amounts from July 1, 2022 through June 30, 2023. Payment of invoices is due within 30 days of your receipt, and all payments will be made directly to Gibson.

* * * * *

We look forward to working with you and the members of the School Board as your internal auditors and advisors in Fiscal Year 2023. Gibson will devote its best efforts to the work to be performed under this assignment, and any findings, recommendations, or other written materials will represent our best professional judgment based on the information made available to us.

If you have specific questions, or require additional information about our professional services, please contact me at (512) 694-6704. If you are in agreement with the terms of this letter proposal, please sign in the space provided below, and return this letter to us. Thank you again for the opportunity to provide internal audit services for Garland ISD.

Sincerely,

Greg Gibson, President
Gibson Consulting Group, Inc.

Accepted:
Garland ISD

Signature

Title

Date