Garland Independent School District

Board of Trustees

Regular Meeting

Tuesday, July 28, 2026

Agenda

5:30 PM

I. Call to Order and Determination of a Quorum
II. Pledges of Allegiance
III. Public Forum: Members of the public who wish to make comments must complete the Public Comment Participation Request Form online no later than 4:00PM the day before the meeting date indicated in the posting notice. Comments may be read aloud at the meeting by a designated speaker; or the requestor may come in person to the meeting and deliver comments themselves. In addition, comments must be limited to issues that can be presented in a public forum and directly related to the posted agenda topics. 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 forum procedures, please review the Public Forum Procedures at the following link: https://garlandisd.net/about/board-trustees/public-forum-procedures.
IV. Information Items
A. Going the Extra Mile (GEMs)
1. Recognize Going the Extra Mile (GEM) Recipient Myriam Diaz - **Jason Wheeler** 4
B. Introduction of District Administrators — **Dr. Gradyne Brown** 5
C. Receive Instruction Waiver: 2025-2026 Pregnancy Related Services Compensatory Education Home Instruction Update — **Carmen Blakey** 6
D. Receive Board of Trustees Contract Renewal Report for July 2026 — **Dianna Casper** 9
E. Review May 2026 Monthly Financials — **Arturo Valenzuela** 11
F. Review May 2026 Tax Report — **Kristi Cooper** 23
V. Discussion Items
A. Discuss Update 127 Legal Policies — **Lisa Ray** 26
B. Trustees' Report 521
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
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VI. Consent Agenda - Consider approval of
A. Human Resources Report — **Dr. Gradyne Brown** 530
B. Board Meeting Minutes — **Mechelle Hogan** 539
VII. Action Item (Non Consent)
A. Consider Approval of Naming Portion of Facility at South Garland High School: **Tyrese Kendrid Maxey Gymnasium — Dr. Ricardo Lopez** 544
B. Consider Approval of Board Resolution for One Reading of BF Local — **Lisa Ray** 548
C. Consider Approval of BF Local: One Read — **Lisa Ray** 551
D. Consider Approval of TASB Update 127Local Policies — **Lisa Ray** 555
E. Consider Approval of BDF(LOCAL) — **Lisa Ray** 605
F. Consider Approval of FDA(LOCAL) — **Lisa Ray** 608
G. Consider Approval of Endorsement for TASB Board of Directors Region 10, Position D — **Dr. Ricardo Lopez** 612
H. Consider Approval of 2026-2027 Dallas County JJAEP MOU — **Mary Garcia, Dr. Babetta Hemphill** 615
I. Consider Approval of Library Resources — **Michael Ruiz, Jeanine Boyett** 630
J. Consider Approval of Shared Service Agreement with Dallas Regional Day School for the Deaf — Ray Winkler 779
K. Consider Approval of Memorandum of Understanding with Plano ISD — **Ray Winkler** 888
L. Consider Approval of Texas Tech Affiliation Agreement 26-27 – **Ray Winkler** 902
M. Consider Approval of Sourcewell Purchasing Cooperative Participation Agreement — **Dianna Casper** 911
N. Consider Approval of the Dallas County Health and Human Services to Provide Immunizations/Vaccinations MOU — **Dianna Casper** 916
O. Consider Approval of the Texas Woman's University Educator Preparation Program and Garland ISD MOU — **Dr. Gradyne Brown** 926
P. New Bids
1. Contract 215-26-02 - Consider Approval of Purchase of Maintenance General Trades Merchandise and Services — **Dianna Casper, Dr. Jennifer DuPlessis** 931
2. Contract 314-27 - Consider Approval of Purchase of Book Fairs — **Dianna Casper, Jeanine Boyett** 933

3. Contract 394-27-01 - Consider Approval of Purchase of Special Education Services with Dallas Regional Day School Program for the Deaf — **Dianna Casper, Ray Winkler** 934
4. Contract 397-26-06 - Consider Approval of Purchase of Instructional Software, Licensing Subscription, Hardware and Services — **Dianna Casper, Coleman Bruman** 986
Q. Increase in Awarded Bid
1. Contract 22-25 — Consider Approval of Increase in Awarded Amount for Amazon Services — **Dianna Casper** 989
2. Contract 310-22-02 - Consider Approval of Increase in Awarded Amount for Consulting Services for Higher Education — **Dianna Casper, Tiffany Gilmore** 991
3. Contract 345-26-03 - Consider Approval of Increase in Awarded Amount for Musical Instruments, Parts, and Repair Services — **Dianna Casper** 993
VIII. 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 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
B. 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.
C. Pursuant to Texas Government Code Section 551.072, deliberations about Real Property: A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
1. Discussion regarding the sale of 221 S. 9th Street, Garland, Texas 75040.
D. 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.
IX. Reconvene from Executive Session for action relative to items considered during Executive Session
A. Consideration and possible action regarding delegation of authority to the Superintendent to negotiate the sale and final terms of the sale agreement of 221 S. 9th Street, Garland, Texas 75040.
X. Adjournment

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: 7/28/26

Presented By: Jason Wheeler, Exec. Dir. of Communications, Marketing & Media Relations

Subject: Going the Extra Mile Recognition – July 28 2026

Information Item

Executive Summary:

Myriam Diaz was recently recognized as the Lead Custodian of the Year in Garland ISD. The honor that reflects her hard work, leadership, dedication, and the pride she brings to our district every single day.

Diaz also earned the Perfect Attendance Award AND celebrated an amazing 35 years of service with Garland ISD!

Thirty-five years of showing up, serving students and staff, and making a difference is truly something special. Her commitment, consistency, and heart for GISD are unmatched, and we are beyond grateful for everything she has poured into this district over the years.

Administrative Recommendations:

Informational Item

Financial Impact and Funding Source:

N/A

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Gradyne Brown, Assistant Superintendent Human Resources

Subject: Introduction of District Administrators

Information Item

Executive Summary:

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

Assistant Superintendent of Leadership	Dr. Michael Arreola
Assistant Superintendent of Safety & Operations	Dr. Jennifer Duplessis

Administrative Recommendations:

Provided for your information

Financial Impact and Funding Source:

N/A

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Carmen Blakey, Director of Career & Technical Education

Subject: Instruction Waiver: 2025-2026 Pregnancy Related Services Compensatory Education Home Instruction

Information Item

Executive Summary:

During this agenda item, the trustees will receive information and participation data about the Compensatory Education Home Instruction (CEHI) waiver that provides essential educational services to at-risk students in a structured and supportive environment at the Infant Center and the New Horizons programs at all seven high schools. Specifically, the waiver allows the home instruction to occur at a designated campus at a ratio of 4 students to 1 teacher. This presentation will review pregnancy-related services, the number of students served, and the recouped attendance days.

Administrative Recommendations:

Provided for information only.

Financial Impact and Funding Source:

N/A

GARLAND INDEPENDENT SCHOOL DISTRICT

CEHI Final Report

To: Carmen Blakey, Director of Career & Technical Education
Dr. Sandra Thompson, Coordinator of New Horizons and FCS

From: Leigh Ann Cagle, Compensatory Education Home Instruction

Date: May 22, 2026

Re: Compensatory Education Home Instruction 2025-2026

Attached please find the CEHI Final Report for the school year 2025-2026. The report reflects that students were served resulting in 242 days of attendance saved. The average day a student was served by CEHI was 15 days.

School	Students	Attendance Days Saved
GHS	3	69
SGHS	2	31
NGHS	2	30
LCHS	0	0
MPA	MPA was moved from being a campus to being a program. Students that attended MPA were counted on their home campus.	
NFHS	2	38
RHS	1	49
SHS	1	25
Middle Schools	0	0
Totals	**11**	**242**

Evaluation of
Compensatory Education Home Instruction
2025-2026

Compensatory Education Home Instruction (CEHI) is a required service for districts that offer a Pregnancy Related Services (PRS) program. CEHI provides academic services to the student at home when a pregnancy prevents the student from attending school and during the postpartum period. CEHI must consist of eye to eye contact with a certified teacher.

Due to the caseload of students needing home instruction during the 1995-1996 school year and subsequent years and one teacher providing this service, a waiver was requested. This waiver includes the provision for home instruction to be provided for students and their infants at the GISD Infant Center. Home Instruction at the student's home or hospital has continued to be available when medically indicated.

This waiver has enhanced opportunities for the one home instruction teacher to serve more students at one time. Student achievement and academic success has increased for these at risk students. CEHI has greatly improved student attendance.

For the school year 2025-2026 the numbers for the CEHI component of the Pregnancy Related Services program are given below:

Number of students served: 11

Number of attendance days saved: 242

Number of students served at home for prenatal confinement (bedrest): 1

Number of students served during prenatal confinement at the Infant Center: 0

Number of students served in a medical facility: 0

Number of students using the New Horizons bus for transportation to CEHI: 4

Number of students served at the Infant Center CEHI classroom: 11

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing

Subject: Receive Board of Trustees Contract Renewal Report for July 2026

Information Item

Executive Summary:

Attached for your review and consideration is the Board of Trustees Contract Renewal Report for July 2026, exhibited below. Twenty-one (21) contracts are scheduled for renewal, and one (1) (highlighted in green) will require approval by the Board of Trustees due to the not-to-exceed amount increasing more than 25% or $150,000 from the previous Board of Trustees awarded amount.

Administrative Recommendations:

It is recommended that the monthly report be disseminated to the Board of Trustees, and a separate administrative recommendation will be submitted for the contract(s) requiring Board of Trustees approval.

Financial Impact and Funding Source:

N/A

Exhibit
Board of Trustees Contract Renewal Report July 2026

Contract Number	Contract Description	Board of Trustees Authorized Not-To-Exceed Amount	Renewal Amount	Price Difference	Percentage Difference
37-25	Student Information Management System	$655,000	$655,000	$0	0%
65-25	Toilet Tissue, Paper Towels, and Dispensers - Warehoused	$800,000	$800,000	$0	0%
127-25	Reference Online Subscriptions	$300,000	$300,000	$0	0%
180-25	Fine Arts Apperal, Merchandise and Accessories	$700,000	$700,000	$0	0%
203-24-01	Yeabook Services and Material Catalog	$300,000	$300,000	$0	0%
214-23-09	HVAC Controls Maintenance, Services, Repairs and Replacements	$5,000,000	$5,000,000	$0	0%
225-25	Security Equipment and Services	$250,000	$250,000	$0	0%
226-26	Signs Merchandise, Installation, and Services	$450,000	$450,000	$0	0%
281-25	Elevator Maintenance, Services, and Parts	$174,999	$174,999	$0	0%
302-23-08	Instructional Material, Classroom Teaching Supplies and Equipment	$1,630,000	$1,630,000	$0	0%
310-22-02	Consulting Services for Higher Education	$520,000	$1,235,000	$715,000	138%
310-25	Technical and Programing Services	$175,000	$175,000	$0	0%
321-25	Textbook Adoption	$299,998	$299,998	$0	0%
345-25-01	Fine Arts Temporary Staffing and Personnel Services	$800,000	$800,000	$0	0%
361-25-01	Hazardous Materials Consultant and Related Services	$1,000,000	$1,000,000	$0	0%
370-24	Concessions (CCC)	$1,100,000	$1,100,000	$0	0%
394-26	Special Education Software and Supplies	$275,000	$275,000	$0	0%
397-21-04	Educational Software, Licenses, Subscriptions, Hardware And Services	$5,000,000	$5,000,000	$0	0%
399-23	Job Order Contracts (JOC)	$10,000,000	$10,000,000	$0	0%
487-23	Emergency Response Disaster Recovery Services	$5,000,000	$5,000,000	$0	0%
510-25-01	MAN Equipment and Services	$1,921,994	$100,000	($1,821,994)	-95%

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Arturo Valenzuela, Executive Director of Finance

Subject: Review May 2026 Monthly Financials

Information Item

Executive Summary:

Shown is the financials summary for the General Fund, School Nutrition Services Fund (SNS) and Interest and Sinking Fund (I&S).

Administrative Recommendations:

Provided for your information

Financial Impact and Funding Source:

N/A

MEMO FROM GISD FINANCE DEPARTMENT

July 28, 2026

To: **Darrell Dodds, Chief Financial Officer**

From: **Arturo Valenzuela, Executive Director of Finance**

Re: **May 2026 Financial Statements – General Fund**

The district starts receiving state funding in September of each year. The District is classified by TEA as payment class 2 and will receive 50% of our state aid funding prior to tax collections and the remaining 50% will come between April and August, with settle-up payments commonly happening after August. Federal revenue is being received for indirect cost associated to federal funds and interim SHARS claims.

This is the eleventh month of our FY26 fiscal year. The attached analysis compares May 2026 YTD to May 2025 YTD.

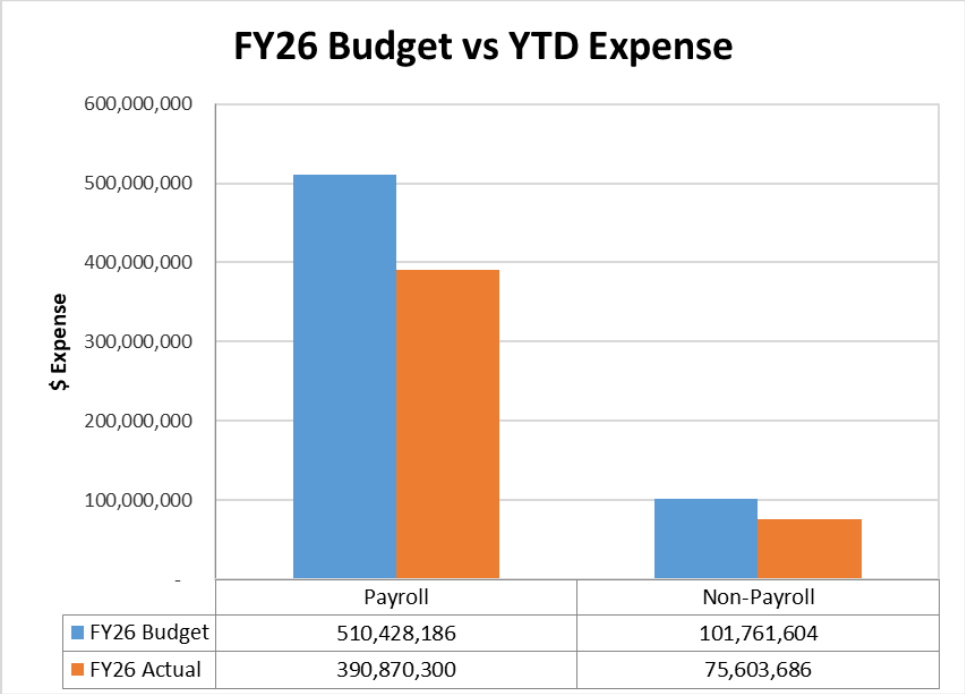
Below is a budget to actual comparison by summary account code. Attached is the detail by function and summary account code.

Account	Revenue Type	FY26 Budget	FY26 Actuals	% Earned
5700	Local Revenues	256,848,067	246,141,372	96%
5800	State Revenues	336,372,532	220,095,281	65%
5900	Federal Revenues	8,000,000	4,043,069	51%
7900	Other Sources	550,667.00	848,074	154%
	Total	**601,771,266**	**471,127,796**	**78%**

Account	Exp Type	FY26 Budget	FY26 Actuals	% Spent
6100	Payroll	510,428,186	390,870,300	76.6%
6200	Contracted Services	52,403,506	39,475,705	75.3%
6300	Supplies	30,058,030	23,871,108	79.4%
6400	Other Operating	14,633,833	8,528,750	58.3%
6500	Debt	3,014,011	2,302,557	76.4%
6600	Capital Outlay	1,652,224	1,425,566	86.3%
8900	Transfers Out	1,555,600	1,555,600	100.0%
	Total	**613,745,390**	**468,029,586**	**76.3%**

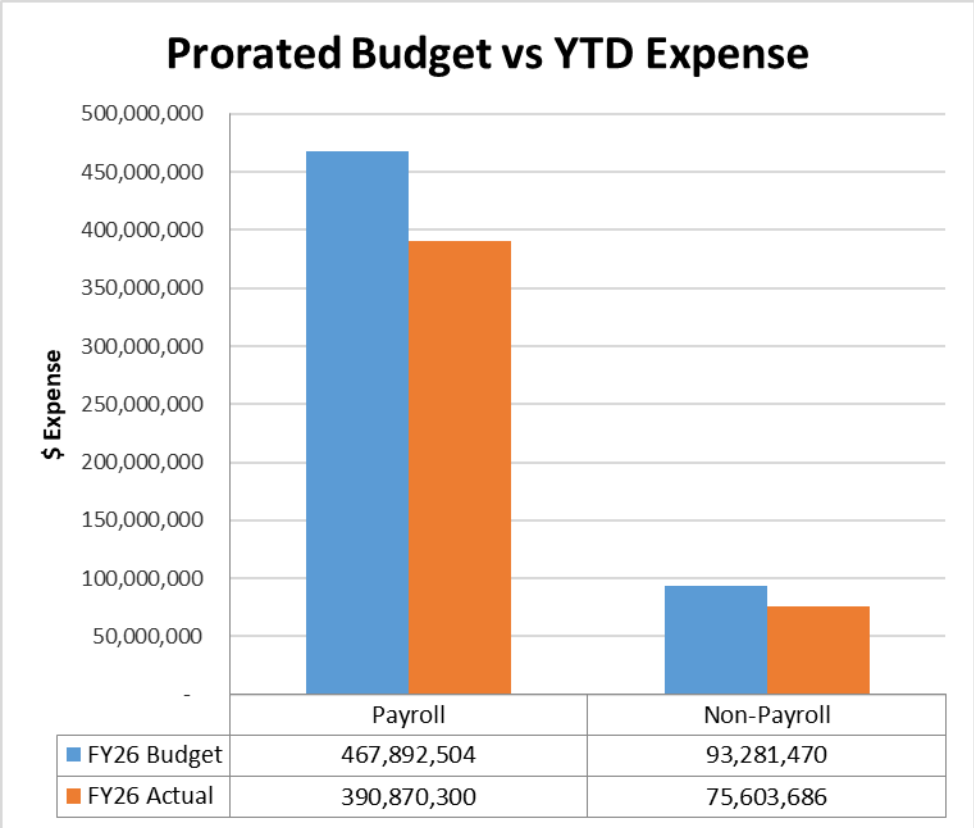
Net Income	**(11,974,124)**	**3,098,210**

The below chart shows the total FY26 budget compared to YTD spending through May 2026, broken out between payroll and non-payroll. The **transfers out are not included** in the non-payroll budget or actuals.



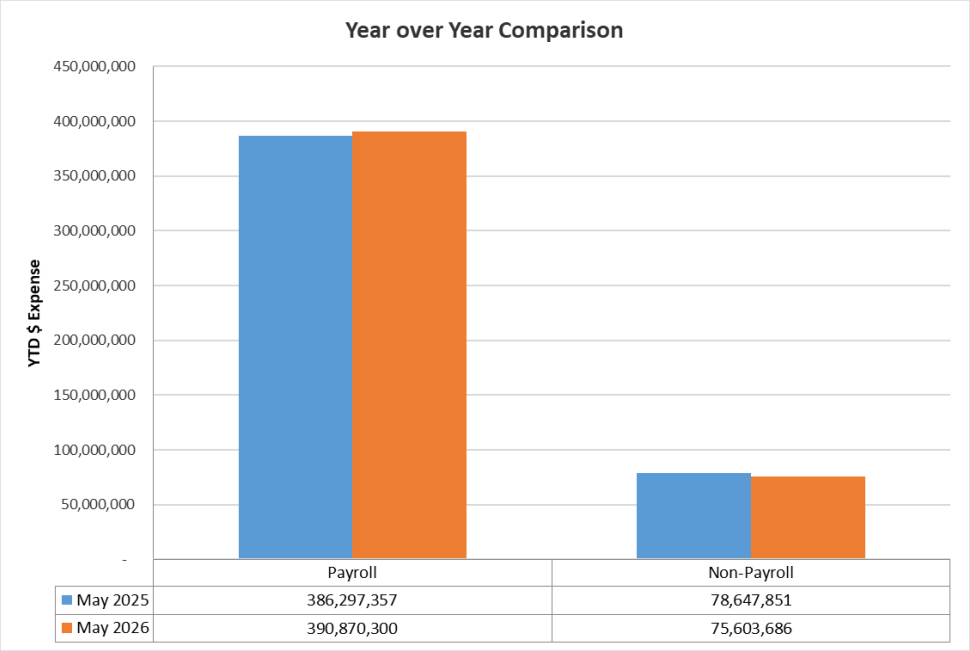
	Payroll	Non-Payroll
FY26 Budget	510,428,186	101,761,604
FY26 Actual	390,870,300	75,603,686

The below chart shows the prorated (11-month) FY26 budget compared to YTD spending through May 2026, broken out between payroll and non-payroll. The **transfers out are not included** in the non-payroll budget or actuals.



	Payroll	Non-Payroll
FY26 Budget	467,892,504	93,281,470
FY26 Actual	390,870,300	75,603,686

The below chart shows the YTD spending through May 2026 compared to YTD spending through May 2025, broken out between payroll and non-payroll. The **transfers out are not included** in the non-payroll budget or actuals.



	Payroll	Non-Payroll
May 2025	386,297,357	78,647,851
May 2026	390,870,300	75,603,686

Garland Independent School District
Comparison of General Fund Revenue
May 31, 2026

Revenue	Current Year				Prior Year (May 2025)		
Local Resources:	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
5711 Taxes, Current Year	$ 245,045,525	$ 236,833,943	96.6%	$ 8,211,582	$ 202,251,857	$ 198,693,589	98.2%
5712 Taxes, Delinquent	500,000	(961,721)	-192.3%	1,461,721	500,000	(401,326)	-80.3%
5719 Penalties, Interest and Other Tax Revenue	1,300,000	1,665,542	128.1%	(365,542)	1,300,000	1,365,956	105.1%
Total Taxes	246,845,525	237,537,764	96.2%	9,307,761	204,051,857	199,658,218	97.8%
5739 Tuition and Fees	70,000	87,521	125.0%	(17,521)	70,000	79,685	113.8%
5742 Investment Earnings	8,000,000	6,087,578	76.1%	1,912,422	8,250,000	8,687,609	105.3%
5743 Rental of Facilities	300,000	354,376	118.1%	(54,376)	300,000	380,047	126.7%
5744 Gifts from Other Foundations	-	3,546	>100%	(3,546)	-	204	>100%
5745 Insurance Recovery	122,542	144,366	117.8%	(21,824)	120,000	123,104	102.6%
5749 Miscellaneous	570,000	1,096,413	192.4%	(526,413)	570,000	1,220,146	214.1%
5752 Athletic	700,000	565,807	80.8%	134,193	700,000	575,644	82.2%
5769 Intermediate Sources	240,000	264,000	110.0%	(24,000)	299,576	238,000	79.4%
Total Other Local Resources	10,002,542	8,603,608	86.0%	1,398,934	10,309,576	11,304,439	109.6%
Total Local Revenue	256,848,067	246,141,372	95.8%	10,706,695	214,361,433	210,962,657	98.4%
State Resources:							
5811 Per Capita	18,498,791	15,169,002	82.0%	3,329,789	28,832,268	18,535,057	64.3%
5812 Foundation School Program	287,439,234	177,045,026	61.6%	110,394,208	236,931,760	156,750,741	66.2%
5819 Other Foundation School Program Act Revenues	-	-	0.0%	-	-	-	0.0%
5829 State Program Revenue - TEA	1,984,507	43,745	2.2%	1,940,762	1,984,507	169,400	8.5%
5831 TRS On-Behalf	28,450,000	27,837,508	97.8%	612,492	30,579,452	25,435,441	83.2%
5839 State Revenues from State of Texas Agencies other than	-	-	0.0%	-	-	-	0.0%
Total State Revenue	336,372,532	220,095,281	65.4%	116,277,251	298,327,987	200,890,639	67.3%
Federal Resources:							
5929 Federal Revenue - TEA	3,399,500	2,728,903	80.3%	670,597	3,399,500	2,987,581	87.9%
5931 SHARS Reimbursement	4,500,000	565,198	12.6%	3,934,802	4,500,000	3,935,822	87.5%
5939 Fed Rev Distributed By Other State of TX Agencies	-	664,187	>100%	(664,187)	-	-	0.0%
5949 Other Fed Rev Distributed Directly from Fed Govt	100,500	84,781	84.4%	15,719	100,500	86,850	86.4%
Total Federal Revenue	8,000,000	4,043,069	50.5%	3,956,931	8,000,000	7,010,254	87.6%
Other Sources:							
7912 Sale of Real and Personal Property	-	297,407	>100%	(297,407)	-	752,932	>100%
7915 Transfer In	550,667.00	550,667	100.0%	-	-	-	0.0%
Total Other Sources	550,667.00	848,074	154.0%	(297,407)	-	752,932	>100%
Total General Fund Revenue and Other Sources	**$ 601,771,266**	**$ 471,127,796**	**78.3%**	**$ 130,643,470**	**$ 520,689,420**	**$ 419,616,483**	**80.6%**

Garland Independent School District
Comparison of General Fund Expenditures by Function
May 31, 2026

	Current Year				Prior Year (May 2025)		
	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
11 Instruction	$ 332,092,609	$ 252,983,729	76.2%	$ 79,108,880	$ 326,379,213	$ 246,339,571	75.5%
12 Library	8,742,224	5,321,480	60.9%	3,420,744	8,909,413	6,662,442	74.8%
13 Curriculum and Staff Development	15,051,944	9,352,305	62.1%	5,699,639	15,776,293	12,217,747	77.4%
21 Instructional Leadership	9,519,774	7,795,871	81.9%	1,723,903	10,233,679	8,494,954	83.0%
23 School Leadership	37,935,860	31,694,123	83.5%	6,241,737	43,638,530	31,885,773	73.1%
31 Guidance, Counseling and Evaluation Services	35,812,275	23,058,891	64.4%	12,753,384	28,869,613	22,592,467	78.3%
32 Social Work Services	587,241	475,277	80.9%	111,964	559,346	417,911	74.7%
33 Health Services	9,528,208	6,912,610	72.5%	2,615,599	9,309,078	6,979,676	75.0%
34 Student Transportation	26,460,956	22,416,067	84.7%	4,044,889	23,315,352	20,994,801	90.0%
35 Food Services	609,237	19,602	3.2%	589,635	318,644	26,075	8.2%
36 Extracurricular Activities	14,157,145	11,089,724	78.3%	3,067,421	14,699,222	11,664,429	79.4%
41 General Administration	22,763,698	19,015,962	83.5%	3,747,736	22,447,225	18,082,254	80.6%
51 Maintenance and Operations	61,324,612	46,875,225	76.4%	14,449,387	63,687,826	50,477,360	79.3%
52 Security and Monitoring Services	13,830,588	9,781,664	70.7%	4,048,924	13,802,255	9,740,755	70.6%
53 Data Processing Services	18,046,450	14,964,228	82.9%	3,082,222	17,363,921	14,571,516	83.9%
61 Community Services	1,492,860	1,228,314	82.3%	264,546	1,909,186	1,341,865	70.3%
71 Debt Service	2,463,344	1,751,890	71.1%	711,454	1,432,114	1,343,624	93.8%
73 Debt Service Bonds	550,667	550,667	100.0%	-	-	-	0.0%
81 Facilities Acquisition and Construction	4,629	-	0.0%	4,629	-	-	0.0%
95 Payments to JJAEP	35,000	7,902	22.6%	27,098	36,000	31,920	88.7%
99 Other Intergovernmental Charges	1,180,469	1,178,455	99.8%	2,014	1,080,067	1,080,067	100.0%
Total Expenditures	**612,189,790**	**466,473,986**	**76.2%**	**145,715,804**	**603,766,977**	**464,945,208**	**77.0%**
Other Uses:							
8900 Transfer Out	1,555,600	1,555,600	100.0%	-	3,449,310	3,449,310	100.0%
Total Other Uses	**1,555,600**	**1,555,600**	**100.0%**	**-**	**3,449,310**	**3,449,310**	**100.0%**
Total Expenditures and Other Uses	**613,745,390**	**468,029,586**	**76.3%**	**145,715,804**	**607,216,287**	**468,394,518**	**77.1%**

Garland Independent School District
Comparison of General Fund Expenditures
May 31, 2026

	Current Year				Prior Year (May 2025)		
	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
11 Instruction:							
6100 Payroll	$ 314,514,069	$ 239,721,913	76.2%	$ 74,792,156	$ 305,699,767	$ 230,032,860	75.2%
6200 Contracted Services	5,347,219	3,698,134	69.2%	1,649,085	5,763,704	4,767,510	82.7%
6300 Supplies	11,253,077	8,964,255	79.7%	2,288,822	13,628,214	10,706,098	78.6%
6400 Other Expense	896,773	559,620	62.4%	337,153	1,208,487	775,936	64.2%
6600 Capital Outlay	81,471	39,807	48.9%	41,664	79,041	57,168	72.3%
Total Instruction	**332,092,609**	**252,983,729**	**76.2%**	**79,108,880**	**326,379,213**	**246,339,571**	**75.5%**
12 Library:							
6100 Payroll	7,889,358	4,519,216	57.3%	3,370,142	7,865,720	5,747,109	73.1%
6200 Contracted Services	76,815	71,931	93.6%	4,884	75,230	73,315	97.5%
6300 Supplies	765,041	727,842	95.1%	37,199	962,031	836,662	87.0%
6400 Other Expense	11,010	2,491	22.6%	8,519	6,432	5,356	83.3%
Total Library	**8,742,224**	**5,321,480**	**60.9%**	**3,420,744**	**8,909,413**	**6,662,442**	**74.8%**
13 Curriculum and Staff Development:							
6100 Payroll	13,440,509	8,497,216	63.2%	4,943,293	13,914,559	11,112,966	79.9%
6200 Contracted Services	584,533	388,652	66.5%	195,881	843,564	547,674	64.9%
6300 Supplies	323,384	276,508	85.5%	46,876	329,125	211,895	64.4%
6400 Other Expense	703,518	189,929	27.0%	513,589	689,045	345,212	50.1%
6600 Capital Outlay	-	-	0.0%	-	-	-	0.0%
Total Curriculum and Staff Development	**15,051,944**	**9,352,305**	**62.1%**	**5,699,639**	**15,776,293**	**12,217,747**	**77.4%**
21 Instructional Leadership							
6100 Payroll	8,780,995	7,392,058	84.2%	1,388,937	9,216,816	7,834,763	85.0%
6200 Contracted Services	309,667	128,053	41.4%	181,614	136,095	91,779	67.4%
6300 Supplies	167,608	118,068	70.4%	49,540	562,576	405,780	72.1%
6400 Other Expense	261,504	157,693	60.3%	103,811	318,192	162,632	51.1%
6600 Capital Outlay	-	-	0.0%	-	-	-	0.0%
Total Instructional Leadership	**9,519,774**	**7,795,871**	**81.9%**	**1,723,903**	**10,233,679**	**8,494,954**	**83.0%**
23 School Leadership							
6100 Payroll	36,866,699	31,053,757	84.2%	5,812,942	41,663,999	31,014,631	74.4%
6200 Contracted Services	96,765	66,119	68.3%	30,646	101,421	74,964	73.9%
6300 Supplies	627,554	359,336	57.3%	268,218	1,303,415	494,749	38.0%
6400 Other Expense	344,842	214,911	62.3%	129,931	564,594	296,329	52.5%
6600 Capital Outlay	-	-	0%	-	5,101	5,101	100.0%
Total School Leadership	**37,935,860**	**31,694,123**	**83.5%**	**6,241,737**	**43,638,530**	**31,885,773**	**73.1%**

Garland Independent School District
Comparison of General Fund Expenditures
May 31, 2026

	Current Year				Prior Year (May 2025)		
	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
31 Guidance, Counseling and Evaluation Services:							
6100 Payroll	31,418,032	20,545,404	65.4%	10,872,628	24,970,055	20,112,064	80.5%
6200 Contracted Services	2,852,998	1,741,567	61.0%	1,111,431	2,248,407	1,535,838	68.3%
6300 Supplies	1,267,415	623,143	49.2%	644,272	1,321,895	689,830	52.2%
6400 Other Expense	273,830	148,776	54.3%	125,054	329,256	254,735	77.4%
Total Guidance, Counseling and Evaluation Services	**35,812,275**	**23,058,891**	**64.4%**	**12,753,384**	**28,869,613**	**22,592,467**	**78.3%**
32 Social Work Services:							
6100 Payroll	585,606	474,651	81.1%	110,955	555,846	414,704	74.6%
6200 Contracted Services	-	-	0.0%	-	-	-	0.0%
6300 Supplies	500	78	15.6%	422	500	456	91.1%
6400 Other Expense	1,135	547	48.2%	588	3,000	2,752	91.7%
Total Social Work Services	**587,241**	**475,277**	**80.9%**	**111,964**	**559,346**	**417,911**	**74.7%**
33 Health Services:							
6100 Payroll	9,327,248	6,777,509	72.7%	2,549,739	9,089,357	6,851,847	75.4%
6200 Contracted Services	23,950	8,773	36.6%	15,177	20,217	9,975	49.3%
6300 Supplies	150,385	115,693	76.9%	34,692	136,799	78,197	57.2%
6400 Other Expense	25,923	10,634	41.0%	15,289	35,705	12,656	35.4%
6600 Capital Outlay	702	-	0.0%	702	27,000	27,000	100.0%
Total Health Services	**9,528,208**	**6,912,610**	**72.5%**	**2,615,599**	**9,309,078**	**6,979,676**	**75.0%**
34 Student Transportation:							
6100 Payroll	20,470,601	17,251,350	84.3%	3,219,251	18,319,951	17,303,936	94.5%
6200 Contracted Services	1,858,076	1,582,467	85.2%	275,609	1,325,078	1,161,760	87.7%
6300 Supplies	4,451,320	3,736,508	83.9%	714,812	3,964,330	3,214,174	81.1%
6400 Other Expense	(659,041)	(494,256)	75.0%	(164,785)	(329,157)	(727,834)	221.1%
6600 Capital Outlay	340,000	339,998	99.9%	2	35,150	42,765	121.7%
Total Student Transportation	**26,460,956**	**22,416,067**	**84.7%**	**4,044,889**	**23,315,352**	**20,994,801**	**90.0%**
35 Food Services:							
6100 Payroll	309,237	19,602	6.3%	289,635	25,736	25,702	99.9%
6200 Contracted Services	-	-	0.0%	-	18,644	374	2.0%
6300 Supplies	-	-	0.0%	-	-	-	0.0%
6400 Other Expense	300,000	-	0.0%	300,000	274,264	-	0.0%
Total Food Services	**609,237**	**19,602**	**3.2%**	**589,635**	**318,644**	**26,075**	**8.2%**

Garland Independent School District
Comparison of General Fund Expenditures
May 31, 2026

	Current Year				Prior Year (May 2025)		
	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
36 Extracurricular Activities:							
6100 Payroll	7,481,385	5,856,740	78.3%	1,624,645	7,647,978	5,952,745	77.8%
6200 Contracted Services	1,655,668	1,471,627	88.9%	184,041	2,071,069	1,617,786	78.1%
6300 Supplies	2,154,980	1,504,097	69.8%	650,883	2,262,368	1,725,453	76.3%
6400 Other Expense	2,835,363	2,228,160	78.6%	607,203	2,659,630	2,268,732	85.3%
6600 Capital Outlay	29,749	29,101	97.8%	648	58,177	99,712	171.4%
Total Extracurricular Activities	**14,157,145**	**11,089,724**	**78.3%**	**3,067,421**	**14,699,222**	**11,664,429**	**79.4%**
41 General Administration:							
6100 Payroll	16,008,372	13,886,020	86.7%	2,122,352	16,317,334	13,978,523	85.7%
6200 Contracted Services	2,979,910	2,081,662	69.9%	898,248	2,803,552	1,847,635	65.9%
6300 Supplies	814,587	651,747	80.0%	162,840	897,203	615,024	68.5%
6400 Other Expense	2,960,829	2,396,534	80.9%	564,295	2,418,519	1,630,457	67.4%
6600 Capital Outlay	-	-	0.0%	-	10,617	10,615	99.9%
Total General Administration	**22,763,698**	**19,015,962**	**83.5%**	**3,747,736**	**22,447,225**	**18,082,254**	**80.6%**
51 Maintenance and Operations:							
6100 Payroll	28,093,704	22,550,239	80.3%	5,543,465	32,744,387	22,760,931	69.5%
6200 Contracted Services	21,544,808	16,913,735	78.5%	4,631,073	18,817,998	17,183,780	91.3%
6300 Supplies	4,018,254	3,373,472	84.0%	644,782	4,030,397	3,425,504	85.0%
6400 Other Expense	6,477,173	3,021,119	46.6%	3,456,054	6,936,701	6,030,195	86.9%
6600 Capital Outlay	1,190,673	1,016,660	85.4%	174,013	1,158,343	1,076,950	93.0%
Total Maintenance and Operations	**61,324,612**	**46,875,225**	**76.4%**	**14,449,387**	**63,687,826**	**50,477,360**	**79.3%**
52 Security and Monitoring Services:							
6100 Payroll	5,538,267	4,154,003	75.0%	1,384,264	6,827,923	4,125,463	60.4%
6200 Contracted Services	7,342,818	5,019,812	68.4%	2,323,006	6,359,485	5,171,341	81.3%
6300 Supplies	898,326	593,578	66.1%	304,748	553,107	339,652	61.4%
6400 Other Expense	51,177	14,271	27.9%	36,906	33,500	13,021	38.9%
6600 Capital Outlay	-	-	0.0%	-	28,240	91,279	323.2%
Total Security and Monitoring Services	**13,830,588**	**9,781,664**	**70.7%**	**4,048,924**	**13,802,255**	**9,740,755**	**70.6%**
53 Data Processing Services:							
6100 Payroll	8,648,071	7,277,558	84.2%	1,370,513	9,301,813	8,047,232	86.5%
6200 Contracted Services	6,254,630	4,905,450	78.4%	1,349,180	7,102,579	6,015,807	84.7%
6300 Supplies	3,054,379	2,738,593	89.7%	315,786	636,037	250,953	39.5%
6400 Other Expense	84,370	42,627	50.5%	41,743	130,493	84,525	64.8%
6600 Capital Outlay	5,000	-	0.0%	5,000	192,999	172,999	89.6%
Total Data Processing Services	**18,046,450**	**14,964,228**	**82.9%**	**3,082,222**	**17,363,921**	**14,571,516**	**83.9%**

Garland Independent School District
Comparison of General Fund Expenditures
May 31, 2026

	Current Year				Prior Year (May 2025)		
	Budget	YTD Actual	%YTD	(Over)/Under	Budget	YTD Actual	%YTD
61 Community Services:							
6100 Payroll	1,056,033	893,062	84.6%	162,971	1,392,558	981,880	70.5%
6200 Contracted Services	260,180	211,366	81.2%	48,814	274,438	204,684	74.6%
6300 Supplies	111,220	88,191	79.3%	23,029	153,885	114,560	74.4%
6400 Other Expense	65,427	35,695	54.6%	29,732	88,305	40,740	46.1%
Total Community Services	**1,492,860**	**1,228,314**	**82.3%**	**264,546**	**1,909,186**	**1,341,865**	**70.3%**
71 Debt Service:							
6400 Other Expense	-	-	0.0%	-	68,734	-	0.0%
6500 Debt Service	2,463,344	1,751,890	71.1%	711,454	1,363,380	1,343,624	98.6%
Total Debt Service	**2,463,344**	**1,751,890**	**71.1%**	**711,454**	**1,432,114**	**1,343,624**	**93.8%**
73 Debt Service Bonds:							
6500 Debt Service	550,667	550,667	100.0%	-	-	-	0.0%
Total Debt Service Bonds	**550,667**	**550,667**	**100.0%**	**-**	**-**	**-**	**0.0%**
81 Facilities Acquisition and Construction:							
6200 Contracted Services	-	-	0.0%	-	-	-	0.0%
6600 Capital Outlay	4,629	-	0.0%	4,629	-	-	0.0%
Total Facilities Acquisition and Construction	**4,629**	**-**	**0.0%**	**4,629**	**-**	**-**	**0.0%**
95 Payments to JJAEP:							
6100 Payroll	-	-	0.0%	-	-	-	0.0%
6200 Contracted Services	35,000	7,902	22.6%	27,098	36,000	31,920	88.7%
Total Payments to JJAEP	**35,000**	**7,902**	**22.6%**	**27,098**	**36,000**	**31,920**	**88.7%**
99 Other Intergoverrnmental Charges:							
6100 Payroll	-	-	0.0%	-	-	-	0.0%
6200 Contracted Services	1,180,469	1,178,455	99.8%	2,014	1,080,067	1,080,067	100.0%
Total Other Intergoverrnmental Charges	**1,180,469**	**1,178,455**	**99.8%**	**2,014**	**1,080,067**	**1,080,067**	**100.0%**
Total Expenditures	**612,189,790**	**466,473,986**	**76.2%**	**145,715,804**	**603,766,977**	**464,945,208**	**77.0%**
Other Uses:							
8900 Transfer Out	1,555,600	1,555,600	100.0%	-	3,449,310	3,449,310	100.0%
Total Other Uses	**1,555,600**	**1,555,600**	**100.0%**	**-**	**3,449,310**	**3,449,310**	**100.0%**
Total Expenditures and Other Uses	**613,745,390**	**468,029,586**	**76.3%**	**145,715,804**	**607,216,287**	**468,394,518**	**77.1%**

MEMO FROM GISD FINANCE DEPARTMENT

July 28, 2026

To: **Darrell Dodds, Chief Financial Officer**

From: **Arturo Valenzuela, Executive Director of Finance**

Re: **May 2026 Financial Statements – Student Nutrition Services (SNS)**

The school nutrition fund hosts mostly federal funds received from the US Department of Agriculture. The focus of this fund is to provide nutritious meals for school children. These funds are administrated by the Director of Student Nutrition Services, this department is the one in charge of submitting the claims to obtain funds or commodities shown as revenues below.

This is the eleventh month of our FY26 fiscal year.

Below is a budget to actual comparison by summary account code.

Account	Revenue Type	FY26 Budget	FY26 Actuals	% Earned
5700	Local Revenues	3,035,000	4,019,432	132.44%
5800	State Revenues	185,000	207,906	112.38%
5900	Federal Revenues	36,711,119	29,018,116	79.04%
7900	Other Sources	-	200	100%
	Total	**39,931,119**	**33,245,653**	83.26%

Account	Exp Type	FY26 Budget	FY26 Actuals	% Spent
6100	Payroll	17,842,995	15,165,521	85.0%
6200	Contracted Services	707,375	590,004	83.4%
6300	Supplies	23,078,493	17,092,590	74.1%
6400	Other Operating	110,800	92,586	83.6%
6600	Capital Outlay	2,350,000	266,174	11.3%
	Total	**44,089,663**	**33,206,876**	**75.3%**

Net Income	**(4,158,544)**	**38,777**

MEMO FROM GISD FINANCE DEPARTMENT

July 28, 2026

To: **Darrell Dodds, Chief Financial Officer**

From: **Arturo Valenzuela, Executive Director of Finance**

Re: **May 2026 Financial Statements – Interest and Sinking Fund (I&S)**

Most of the funding received by this fund comes from local property taxes, which are dependent on the I&S rate. Most of the funding comes during December and January of each year, while the payments go out in August and February of each year. There are some other smaller amounts obtained from state aid and federal funds. The state aid is called Additional State Aid for Homestead Exemption (ASAHE), and it helps districts recover some of the lost revenue due to homestead exemptions.

This is the eleventh month of our FY26 fiscal year.

Below is a budget to actual comparison by summary account code.

Account	Revenue Type	FY26 Budget	FY26 Actuals	% Earned
5700	Local Revenues	121,730,656	117,341,995	96.39%
5800	State Revenues	11,000,000	10,139,120	92.17%
5900	Federal Revenues	480,000	712,532	148%
	Total	**133,210,656**	**128,193,647**	96.23%

Account	Exp Type	FY26 Budget	FY26 Actuals	% Spent
6500	Debt	149,900,000	148,799,026	99.3%
	Total	**149,900,000**	**148,799,026**	**99.3%**

Net Income	**(16,689,344)**	**(20,605,379)**

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Kristi Cooper, Director of Tax Services

Subject: Review May 2026 Tax Report

Information Item

Executive Summary:

Shown is the Garland Independent School District tax report for May 2026.

Administrative Recommendations:

Provided for your information

Financial Impact and Funding Source:

N/A

P.O. Box 461407
Garland, TX
75046-1407
www.garlandisd.net

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: Arturo Valenzuela
Executive Director of Finance
Business Operations

From: Kristi Cooper
Director of Tax Services

Subject: Tax Monthly Collection Report

Attached is the monthly report for the month of May 2026. The information contained in this report is true and correct to the best of my knowledge.

GARLAND INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
5/31/2026

COLLECTIONS

	Current Year (2025 tax year) as of 5/31/2026		Prior Year (2024 tax year) as of 5/31/2025	
	Month to Date	Year to Date	Month to Date	Year to Date
Current Levy	479,164.06	352,428,189.55	986,056.30	314,122,557.50
Delinquent Levy	(73,204.32)	(1,562,700.51)	8,012.98	(699,483.12)
Penalty & Interest	215,927.73	1,980,675.36	228,722.03	1,666,227.30
Ag Rollback	-	-	-	27,311.20
Additional Penalty	102,348.14	854,976.53	85,713.73	717,386.71
Total Collections	**$ 724,235.61**	**$ 353,701,140.93**	**$ 1,308,505.04**	**$ 315,833,999.59**

TAX ROLL

	Current Tax Roll	Delinquent Tax Roll	Current Tax Roll	Delinquent Tax Roll
Initial Tax Levy	342,121,133.54	8,706,960.94	320,111,611.21	8,058,369.43
Tax Levy Adjustments	18,796,086.38	(5,220,669.34)	990,438.77	(3,930,400.29)
Current Tax Levy	**$ 360,917,219.92**	**$ 3,486,291.60**	**$ 321,102,049.98**	**$ 4,127,969.14**
Outstanding Tax Levy	**$ 8,489,030.37**	**$ 5,048,992.11**	**$ 6,979,492.48**	**$ 4,827,452.26**
Outstanding Percentage	**2.35%**		**2.17%**	

COLLECTION PERCENTAGE

	Current Tax Roll	2024 Tax Roll
Month to Date	0.13%	0.31%
Year to Date	**97.65%**	**97.83%**
3 Year Average	97.84%	98.05%

The information contained in this report is true and correct to the best of my knowledge. Then WITNESS MY HAND THIS day, June 9, 2026.

Kristi Cooper, RTA

Kristi Cooper, RTA
Director of Tax Services

SUBSCRIBED AND SWORN to me that the said Kristi Cooper did personally appear before me on this day, June 9, 2026 to which I certify and witness my hand and seal of office.

KAYLA IKECHUKWU
Notary Public, State of Texas
Comm. Expires 02-17-2027
Notary ID 134071252

Notary Public

6-9-26

Date

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28, 2026**

Presented By: **Lisa Ray**

Subject: **Update 127 – Legal Policies**

Discussion Item

Executive Summary:

Update 127 includes revisions to legal framework documents based in large part on changes to Administrative Code rules after the 89th Legislative Session. Changes to local policies offered for consideration address the following topics:

- Superintendent nonrenewal
- Term contracts
- Other types of contracts
- Elective instruction
- Gifted and talented students
- Prekindergarten
- Student safety

Other changes are to accommodate restructuring of codes in the DH and DP series of the manual.

Administrative Recommendations:

Review

Recommended Motion for Action Items:

N/A

Financial Impact and Funding Source:

N/A

Localized Policy Manual Update 127

057909 Garland ISD

Update 127 contains local policies that require board action and adoption notification before we can incorporate the revisions into your district's Policy Online® manual. Local policies are completely within the control of each local school board. You may use the draft local policies provided, amend them, or write your own policy to meet your district's unique needs. Your assigned policy consultant[1] is happy to help you with revisions.

Please note that legal framework documents, which may not be adopted by the board, will not be published on Policy Online until the board acts on the local policies or the district specifically requests earlier publication.

What should I do to prepare for board adoption?

1. Log in to Policy Online,[2] select **Local Manual Updates** from the **My Policy Manual** menu, click **Numbered Updates**, then click **UPDATE 127**.
2. Download and save the numbered update resource materials for Update 127.
3. Present the local policies to your board for adoption. Provide your board with the explanatory notes and encourage them to review those along with the local policies.

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

1. Following board action, go to **Numbered Updates**,[3] select the appropriate numbered update, then click **Notify TASB of Board Action**.
2. Fill out and submit the electronic form so we can incorporate the adopted policies into your district's Policy Online manual.
3. If there are additional changes, submit the annotated changes with your adoption notification. Please provide these documents in Word, if possible, rather than a PDF.

Questions?

- For questions about Policy Online, visit the User's Guide[4] or contact pol-support@tasb.org.
- For questions about policy text, contact your district's assigned policy consultant.

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[1] Policy Consultant contact information: https://pol.tasb.org/Member/PolicyConsultant/Details
[2] Policy Online: https://pol.tasb.org/
[3] Policy Online Numbered Updates: https://pol.tasb.org/Member/LocalManualUpdates
[4] Policy Online User's Guide: https://www.tasb.org/resources/policy-online-user-guide

Localized Policy Manual Update 127

Garland ISD

You can download a PDF of this update packet, annotated copies of the local policies, editable local policy text, and more resources under Local Manual Updates on Policy Online®.[1]

Need help? Please contact your policy consultant,[2] or call Policy Service at 800-580-7529 or email policy.service@tasb.org.

Overview

Update 127 includes revisions to legal framework documents based in large part on changes to Administrative Code rules after the 89th Legislative Session. Changes to local policies offered for consideration address the following topics:

- Superintendent nonrenewal
- Term contracts
- Other types of contracts
- Elective instruction
- Gifted and talented students
- Prekindergarten
- Student safety

Other changes are to accommodate restructuring of codes in the DH and DP series of the manual and to delete local policies in the FO series for which District of Innovation exemptions are no longer allowed.

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

Board action on the local policies included in the update must occur within a properly posted, open meeting of the board. Instructions for placing policy changes on the agenda for board action and keeping minutes are included with the Update 127 materials under Local Manual Updates[3] on Policy Online.

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

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

Legal framework documents:

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

Local policies:

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

Keep Your Administrative Regulations Current

Inspect your district's administrative procedures and documents — including exhibits, regulations, handbooks, and guides — that may be affected by Update 127 policy changes. If you need to make changes to the regulations or exhibits contained in your board policy manual, please notify your policy consultant.

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

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This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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[1] Policy Online: https://pol.tasb.org/
[2] Policy Consultant contact information: https://pol.tasb.org/Member/PolicyConsultant/Details
[3] Local Manual Updates: https://pol.tasb.org/Member/LocalManualUpdates
[4] *The Administrator's Guide to Policy Management*: https://pol.tasb.org/Member/Collections/Details?id=10
[5] Governance and Management Library: https://pol.tasb.org/Member/Collections
[6] *TASB Regulations Resource Manual*: https://pol.tasb.org/Member/Collections/Details?id=21

Instruction Sheet

TASB Localized Policy Manual Update 127

Garland ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIA	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
BAA	(LEGAL)	Replace policy	Revised policy
BDAE	(LEGAL)	Replace policy	Revised policy
BJA	(LEGAL)	Replace policy	Revised policy
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CE	(LEGAL)	Replace policy	Revised policy
CHE	(LEGAL)	Replace policy	Revised policy
CKEA	(LEGAL)	Replace policy	Revised policy
CKEB	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DC	(LEGAL)	Replace policy	Revised policy
DC	(LOCAL)	Replace policy	Revised policy
DCA	(LEGAL)	Replace policy	Revised policy
DEAA	(LEGAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DFBA	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DGBA	(LEGAL)	Replace policy	Revised policy
DH	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DH	(EXHIBIT)	DELETE exhibit	See explanatory note
DHA	(LEGAL)	ADD policy	See explanatory note
DHB	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	Replace policy	Revised policy

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Code	Type	Action To Be Taken	Note
DK	(LEGAL)	Replace policy	Revised policy
DL	(LEGAL)	Replace policy	Revised policy
DNA	(LEGAL)	Replace policy	Revised policy
DNB	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	DELETE policy	See explanatory note
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LEGAL)	ADD policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LEGAL)	Replace policy	Revised policy
DPB	(LOCAL)	ADD policy	See explanatory note
DPC	(LEGAL)	ADD policy	See explanatory note
EB	(LEGAL)	Replace policy	Revised policy
EEB	(LEGAL)	Replace policy	Revised policy
EFA	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBB	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FA	(LEGAL)	Replace policy	Revised policy
FDA	(LEGAL)	Replace policy	Revised policy
FED	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFEB	(LEGAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FNG	(LEGAL)	Replace policy	Revised policy
FOA	(LEGAL)	Replace policy	Revised policy
GF	(LEGAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GKD	(LEGAL)	Replace policy	Revised policy
GNC	(LEGAL)	Replace policy	Revised policy

Explanatory Notes

TASB Localized Policy Manual Update 127

Garland ISD

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

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

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

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

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

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

BDAE(LEGAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF DEPOSITORY

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

BJA(LEGAL) SUPERINTENDENT: QUALIFICATIONS AND DUTIES

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

BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL

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

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

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

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

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

CE(LEGAL) ANNUAL OPERATING BUDGET

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

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

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

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

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

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

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

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

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

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

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

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

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

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

D(LEGAL) PERSONNEL

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

DC(LEGAL) EMPLOYMENT PRACTICES

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

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DC(LOCAL) EMPLOYMENT PRACTICES

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

DCA(LEGAL) EMPLOYMENT PRACTICES: PROBATIONARY CONTRACTS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework. Also, House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to reflect this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL) TERMINATION OF EMPLOYMENT

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

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

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

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

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

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

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

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

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

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

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

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

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

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

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

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

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

DK(LEGAL) ASSIGNMENT AND SCHEDULES

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

DL(LEGAL) WORK LOAD

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DNA(LEGAL) PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

We have removed the note indicating the district may be exempt from provisions in this legal framework.

DNB(LEGAL) PERFORMANCE APPRAISAL: EVALUATION OF CAMPUS ADMINISTRATORS

We have removed the note indicating the district may be exempt from provisions in this legal framework.

DP(LEGAL) PERSONNEL POSITIONS

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

DP(LOCAL) PERSONNEL POSITIONS

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

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DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

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

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

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

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

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

DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

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

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

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

EB(LEGAL) SCHOOL YEAR

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

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

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

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

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

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

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EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

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

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

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

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

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

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

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

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

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

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

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

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

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

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

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FM(LEGAL) STUDENT ACTIVITIES

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

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

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

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

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

GF(LEGAL) PUBLIC COMPLAINTS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

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

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

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

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

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

Accreditation

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

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

Statuses

The commissioner shall determine criteria for the following accreditation statuses:

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

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

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

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

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

Annual Evaluation

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

1. Shall evaluate and consider performance:

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

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

2. May evaluate and consider:

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

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

(2) High school graduation requirements; or

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

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

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

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

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

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

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

Notice of Status

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

To Parents and Property Owners

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

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

The district's notice must:

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

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

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

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

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

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

To TEA

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

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

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

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

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

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

19 TAC 97.1055(f)

Performance Indicators

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

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

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

Education Code 39.053(a-1)

Achievement Indicators

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

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

Education Code 39.053(c)

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

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

A-F Performance Ratings

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

In addition to the overall performance rating, each school year, the commissioner shall assign each district and campus a separate domain performance rating of A, B, C, D, or F for each domain under Education Code 39.053(c) [see Achievement Indicators, above].

An overall or domain performance rating of:

A reflects exemplary performance.

B reflects recognized performance.

C reflects acceptable performance.

D reflects performance that needs improvement.

F reflects unacceptable performance.

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

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

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

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

The commissioner shall make the information above available as soon as reasonably possible in years in which the standards are modified or recalibrated or in which a new assessment instrument is offered.

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

Assignment of Not Rated

Reasons for Assignment

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

1. The district or campus is located in an area that is subject to a declaration of a state of disaster under Government Code Chapter 418 and due to the disaster, performance indicators for the district or campus are difficult to measure or evaluate

and would not accurately reflect quality of learning and achievement for the district or campus;

2. The district or campus has experienced breaches or other failures in data integrity to the extent that accurate analysis of data regarding performance indicators is not possible;

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

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

Education Code 39.054(a-4)

No Statewide Assignment

The commissioner may not assign an overall performance rating of "Not Rated" to all school districts or all campuses on a statewide basis. *Education Code 39.054(a-6)*

Calculating Consecutive Years

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

Continuation of Interventions or Sanctions

Any interventions or sanctions to which a district or campus is subject under Education Code Chapter 39A shall continue during a period in which the district or campus is assigned an overall performance rating of "Not Rated." *Education Code 39.054(a-5)*

Acceptable Performance

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

D Rating

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

Appeal and Revision

The process and timeline by which a district or campus may appeal ratings are based upon the requirements described in the *Accountability Ratings Appeals Process and Timeline* adopted under 19 Administrative Code 97.1002 and apply to all accountability rating appeals from 2023 and beyond until otherwise updated. The calendar dates for the accountability year will be announced in conjunction with the release of preliminary accountability ratings. *19 TAC 97.1002(b)*

Ratings may be revised as a result of investigative activities by the commissioner as authorized under Education Code 39.003. *19 TAC 97.1002(c)*

Local Accountability System

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

Local Accountability Plan

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

A district must create its local accountability plan based on school type. The four school types are elementary school, middle school, high school, and kindergarten-grade 12. The plan must include all campuses within a school type. The district may also request to identify an additional school group within a school type for which to customize its local accountability plan. Otherwise, all campuses within a school type must be evaluated on a common set of components determined by the district. A district may also request to identify a campus rated under alternative education accountability provisions as a unique school type. *19 TAC 97.1003(b)(4)*

Plan Components

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

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

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

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

Campuses without STAAR or State Ratings

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

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

19 TAC 97.1003(b)(3)

Campus Performance Ratings

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

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

Education Code 39.0544(e)

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

Submission and Audit Standards

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

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

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

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

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

On an annual basis, TEA will randomly select districts for local accountability audits, and, for each such audit, TEA will randomly select components for review. Selected districts must submit the requested data for review within the timeframe specified. A district must maintain documentation of its local accountability plan, along with all associated data used to assign campus ratings, for two years after the end of the plan implementation period.

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

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

Scorecard and Website

A district must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings. The campus scorecard shall include, at a minimum, the scaled score and rating for each component and domain along with the overall rating. A link to the local accountability ratings posted by the district must be pro-

vided to TEA and may be included on the agency-developed school report card. *19 TAC 97.1003(g)*

Appeal and Revision

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

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

Distinction Designations for Outstanding Performance

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

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

Education Code 39.201

Academic Distinction

The commissioner shall establish an academic distinction designation for districts and campuses for outstanding performance in attainment of postsecondary readiness based on the commissioner's adopted criteria. *Education Code 39.202*

Campus Distinction

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

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

Education Code 39.203

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

Excellence Exemptions

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

An exemplary campus or district is not exempt from:

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

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

Education Code 39.232

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 97.1008(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)*

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. *19 TAC 97.1008(c)*

Publication

The TAPR must be published within two weeks after the public hearing, in the same format as it was received from TEA. *19 TAC 97.1008(d)*

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. *Education Code 39.306(c); 19 TAC 97.1008(f)*

Report Uses

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. *Education Code 39.307*

Campus Performance Report

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.

Distribution

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.

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.

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.

Education Code 39.305; 19 TAC 97.1007

Performance of Students Receiving Special Education Services

At least once each year, the board shall include during a public meeting a discussion of the performance of students receiving special education services at the district.

TEA shall adopt a set of performance indicators for measuring and evaluating the quality of learning and achievement for students receiving special education services at the district to be considered at a meeting held under this section. The indicators must include performance on the college, career, or military readiness outcomes described by Education Code 48.110.

Education Code 29.0012

Website Notices

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

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

Education Code 39.362

Student Performance Report

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

Notice to Parents

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

Notice to Teachers and Students

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

1. Each teacher for all students, including incoming students, who took a state assessment; and

2. All students who were provided instruction by that teacher in the subject for which the assessment instrument was administered.

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

Education Code 39.304

Quality of Learning Indicators

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

The quality of learning indicators must include:

1. The percentage of graduating students who meet the course requirements for the foundation high school program, the distinguished level of achievement under the foundation high school program, and each endorsement described by Education Code 28.025(c-1) [see EIF];

2. The results of the SAT, ACT, and certified workforce training programs;

3. For students who have failed to satisfy the state standard on an assessment, the performance of those students on subsequent assessments, aggregated by grade level and subject area;

4. For each campus, the number of students, disaggregated by major student subpopulations, who take courses under the foundation high school program and take additional courses to earn an endorsement, disaggregated by type of endorsement;

5. The percentage of students, aggregated by grade level, provided accelerated instruction under Education Code 28.0211 [see EHBC] after unsatisfactory performance on a state assessment; the results of assessment instruments administered under the accelerated instruction program; the subject of the assessment instrument on which each student failed to perform satisfactorily under each performance standard; and the performance of those students in the subsequent school year on the state assessments;

6. The percentage of students of limited English proficiency exempted from the administration of an assessment;

7. The percentage of students in a special education program assessed through alternative assessment instruments;

8. The percentage of students who satisfy the college readiness measure;

9. The measure of progress toward dual language proficiency for students of limited English proficiency;

10. The percentage of students who are not educationally disadvantaged;

11. The percentage of students who enroll and begin instruction at an institution of higher education in the school year following high school graduation; and

12. The percentage of students who successfully complete the first year of instruction at an institution of higher education without needing a developmental education course.

Education Code 39.301(a)-(c)

Federal Report Card

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

Implementation

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

Minimum Requirements

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

1. In the case of the district, information that shows how students served by the district achieved on state academic assessments compared to students in the state as a whole;

2. In the case of a school, information that shows how the school's students' achievement on state academic assessments compared to students served by the district and the state as a whole; and

3. Any other information that the district determines is appropriate and will best provide parents, students, and other members of the public with information regarding the progress of each public school served by the district, whether or not such information is included in the annual state report card.

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

District Data on Academic Achievement

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

The website must:

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

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

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

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

Education Code 11.1516

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Interventions and Sanctions for School Districts

The commissioner of education shall take any of the actions authorized by Education Code Chapter 39A, Subchapter A, to the extent the commissioner determines necessary if:

Grounds for Commissioner Action

1. A district does not satisfy:
    a. The accreditation criteria under Education Code 39.052 [see AIA];
    b. The academic performance standards under Education Code 39.053 or 39.054 [see AIA]; or
    c. Any financial accountability standard as determined by commissioner rule [see CFA]; or
2. The commissioner considers the action to be appropriate on the basis of a special investigation under Education Code 39.003.

Education Code 39A.001

Authorized Commissioner Actions

If a district is subject to commissioner action, the commissioner may:

1. Issue public notice of the deficiency to the board;
2. Order a hearing to be conducted by the board to notify the public of:
    a. The insufficient performance;
    b. The improvements in performance expected by the Texas Education Agency (TEA); and
    c. The interventions and sanctions that may be imposed if the performance does not improve;
3. Order the preparation of a student achievement improvement plan that addresses each academic achievement indicator under Education Code 39.053(c) for which the district's performance is insufficient, the submission of the plan to the commissioner for approval, and the implementation of the plan;
4. Order a hearing to be held before the commissioner or the commissioner's designee at which the president of the board and the district's superintendent shall appear and explain the district's low performance, lack of improvement, and plans for improvement;
5. Arrange a monitoring review of the district;
6. Appoint a TEA monitor to participate in and report to TEA on the activities of the board or superintendent;

7. Appoint a conservator to oversee the operations of the district;

8. Appoint a management team to direct the operations of the district in areas of insufficient performance or require the district to obtain certain services under a contract with another person;

9. Authorize the district to enter into a memorandum of understanding with an institution of higher education that provides for the assistance of the institution of higher education in improving the district's performance; or

10. Order the use of the board improvement and evaluation tool as provided by Education Code 11.182 [see BG].

Education Code 39A.002

Regardless of whether the commissioner lowers a district's status or rating, the commissioner may take action under Education Code Chapters 39 and 39A or 19 Administrative Code 97.1057 if the commissioner determines that the action is necessary to improve any area of performance by the district or campus.

Subject to 19 Administrative Code 97.1057(h)-(k), once the commissioner takes action under 19 Administrative Code Chapter 97, Subchapter EE (accreditation status, standards, and sanctions), the commissioner may impose on the district or campus any other sanction under Education Code Chapter 39 or 39A, or Subchapter EE, singly or in combination, to the extent the commissioner determines is reasonably required to achieve the purposes specified in 19 Administrative Code 97.1053.

19 TAC 97.1057(c), (e)

In making a determination to impose district and campus accreditation sanctions under 19 Administrative Code Chapter 97, Subchapter EE, the commissioner shall meet the requirements of 19 Administrative Code 97.1059. *19 TAC 97.1059*

Conservator or Management Team

The commissioner shall clearly define the powers and duties of a conservator or management team appointed to oversee the operations of a district.

At least every 90 days, the commissioner shall review the need for the conservator or management team and shall remove the conservator or management team unless the commissioner determines that continued appointment is necessary for effective governance of the district or delivery of instructional services.

A conservator or management team, if directed by the commissioner, shall prepare a plan for the implementation of the appointment of a board of managers or the revocation of accreditation.

The conservator or management team may:

1. Direct an action to be taken by the principal of a campus, the superintendent of the district, or the board; and
2. Approve or disapprove any action of the principal of a campus, the superintendent of the district, or the board.

The conservator or management team may not:

1. Take any action concerning a district election, including ordering or canceling an election or altering the date of or the polling places for an election;
2. Change the number of or method of selecting the board;
3. Set a tax rate for the district; and
4. Adopt a budget for the district that provides for spending a different amount, exclusive of required debt service, from that previously adopted by the board.

A conservator or management team may exercise the powers and duties defined by the commissioner or described above regardless of whether the conservator or management team was appointed to oversee the operations of a district in its entirety or the operations of a certain campus within the district.

Education Code 39A.003

Regardless of whether a district has satisfied the accreditation criteria, if for two consecutive school years, including the current school year, a district has had a conservator or management team assigned to the district or campus for any reason, the commissioner may appoint a board of managers, a majority of whom must be residents of the district, to exercise the powers and duties of the board of trustees. For purposes of this subsection, a school year begins on the first day of instruction and includes any portion of the school year. This applies to an appointed conservator or management team, regardless of the scope or any changes to the scope of the conservator's or team's oversight. *19 TAC 97.1057(d); Education Code 39A.006(a)-(b)*

Board of Managers

The commissioner may appoint a board of managers to exercise the powers and duties of a district's board if the district is subject to commissioner action and:

1. Has a current accreditation status of accredited-warned or accredited-probation;
2. Fails to satisfy any standard under Education Code 39.054(e); or
3. Fails to satisfy financial accountability standards as determined by commissioner rule.

Education Code 39A.004

Revocation of Accreditation

The commissioner may revoke the accreditation of a district if the district is subject to commissioner action, and for two consecutive school years, including the current school year, the district has:

1. Received an accreditation status of accredited-warned or accredited-probation;
2. Failed to satisfy any standard under Education Code 39.054(e); or
3. Failed to satisfy financial accountability standards as determined by commissioner rule.

In addition to revoking a district's accreditation, the commissioner may:

1. Order closure of the district and annex the district to one or more adjoining districts under Education Code 13.054; or
2. In the case of a home-rule school district, order closure of all programs operated under the district's charter.

Education Code 39A.005

Intervention to Improve High School Completion Rate

If a district is subject to commissioner action and the district has failed to satisfy any standard under Education Code 39.054(e) because of the district's dropout rates, the commissioner may impose sanctions against a district designed to improve high school completion rates, including:

1. Ordering the development of a dropout prevention plan for approval by the commissioner;
2. Restructuring the district or appropriate campuses to improve identification of and service to students who are at risk of dropping out of school, as defined by Education Code 29.081;
3. Ordering lower student-to-counselor ratios on campuses with high dropout rates; and

4. Ordering the use of any other intervention strategy effective in reducing dropout rates, including mentor programs and flexible class scheduling.

Education Code 39A.007

Interventions after Certain D Ratings

Until another performance rating is issued, TEA may not implement the following intervention or sanctions to a D-rated district or campus, if the D rating is considered acceptable [see AIA]. The following interventions and sanctions are subject to a pause:

1. Revocation of a charter under Education Code 12.115(c);
2. Annexation under Education Code 13.054;
3. Change in accreditation status under rules adopted for accreditation under Education Code 39.052; and
4. Interventions or sanctions under Education Code 39A.101(a), 39A.107(a) or (c), or 39A.111.

A performance rating of D that is considered acceptable may not be included in calculating consecutive school years of unacceptable performance ratings and is not considered a break in consecutive school years of unacceptable performance ratings.

Interventions or sanctions implemented prior to a pause shall continue during a school year for which interventions or sanctions listed above are paused.

Education Code 39A.118

Certain D-Rating Improvement Plans

A district or campus that is assigned a rating of D that qualifies under Education Code 39.0543(b) [see AIA] shall develop and implement a local improvement plan using the guidance provided by TEA.

The district or campus shall:

1. Conduct a data analysis related to areas of low performance;
2. Conduct a needs assessment based on the results of the data analysis, as follows:
    a. The needs assessment shall include a root cause analysis.
    b. Root causes identified through the needs assessment will be addressed in the local improvement plan; and
3. Create a local improvement plan, as follows:

a. Input must be gathered from the principal; campus-level committee established under Education Code 11.251 [see BQB]; parents; and community members, prior to the development of the local improvement plan, using the following steps.

(1) The campus must hold a public meeting at the campus. The campus shall take reasonable steps to conduct the meeting at a time and in a manner that would allow a majority of stakeholders to attend and participate. The campus may hold more than one meeting if necessary.

(2) The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspapers or other media that reach the general public, and the parent liaison, if present on the campus.

(3) All input provided by family and community members should be considered in the development of the final local improvement.

b. The completed local improvement plan must be presented at a public hearing and approved by the board.

19 TAC 97.1061(b)

Management of a Campus

Actions Based on Campus Performance

If the performance of a campus is below any standard under Education Code 39.054(e), the commissioner shall:

1. Take actions, to the extent the commissioner determines necessary, as provided by Education Code Chapter 39A; and
2. Assign a campus intervention team.

To the extent the commissioner determines necessary, the commissioner may:

1. Order a hearing to be held before the commissioner or the commissioner's designee at which the president of the board, the superintendent, and the campus principal shall appear and explain the campus's low performance, lack of improvement, and plans for improvement;
2. Establish a school community partnership team composed of members of the campus-level planning and decision-making committee and additional community representatives as determined appropriate by the commissioner;

3. If applicable under the strong foundations intervention under Education Code 39A.064, require the district to comply with all requirements of the strong foundations grant program under Education Code 29.0881 for the campus; or

4. Any combination of the actions described by items 1 through 3 above.

Education Code 39A.051

District Action Required

If a campus's performance is below any standard under Education Code 39.054(e), the campus shall engage in interventions as described by TEA. The commissioner shall assign members to a campus intervention team as outlined in 19 Administrative Code 97.1063 and Education Code 39A.052. The campus shall establish a campus leadership team (CLT) that includes the campus principal and other campus leaders responsible for the development, implementation, and monitoring of the targeted improvement plan.

If a campus is assigned an unacceptable rating under Education Code 39.054(e):

1. For a second consecutive year, the campus must engage in the processes outlined in this provision, and the campus must develop a campus turnaround plan to be approved by the commissioner.

2. For a third or fourth consecutive year, the campus must engage in the processes outlined in this provision, and the campus must implement the commissioner-approved campus turnaround plan as described in 19 Administrative Code 97.1064.

3. For a fifth consecutive year, the commissioner shall order the appointment of a board of managers to govern the district or the closure of the campus.

Based on a campus's progress toward improvement, the commissioner may order a hearing if a campus's performance is below any standard under Education Code 39.054(e).

Interventions and sanctions listed under this provision begin upon release of preliminary ratings and may be adjusted based on final accountability ratings.

19 TAC 97.1061(a), (d), (f)-(j)

Campus Intervention Team

The campus intervention team shall follow the requirements of 19 Administrative Code 97.1061 and Education Code 39.106.

A campus intervention team assigned by the commissioner may include teachers, principals, other educational professionals, and superintendents recognized for excellence in their roles and appointed by the commissioner to serve as members of a team. *Education Code 39A.052*

A campus intervention team must include a district coordinator of school improvement (DCSI) and the campus principal's direct supervisor, if the DCSI is not the campus principal's direct supervisor. The DCSI must submit qualifications to TEA for approval.

An education professional, approved through an application either by TEA or TEA's technical assistance provider, who is not an employee of the campus or district, shall assist with the needs assessment.

19 TAC 97.1063(b)-(c)

On-Site Needs Assessment

A campus intervention team shall:

1. Conduct, with the involvement and advice of the school community partnership team, if applicable:
    a. If the commissioner determines necessary, a comprehensive on-site needs assessment; or
    b. A targeted on-site needs assessment relevant to an area of insufficient performance of the campus; and
2. Recommend appropriate actions as provided by Education Code 39A.054.

An on-site needs assessment must determine the factors resulting in the campus's low performance and lack of progress, including the contributing education-related factors.

In conducting a comprehensive on-site needs assessment, the campus intervention team shall use each of the guidelines and procedures at Education Code 39A.053(c) and 19 Administrative Code 97.1061(e).

In conducting a targeted on-site needs assessment, the campus intervention team shall use the appropriate guidelines and procedures described above relevant to each area of insufficient performance.

Education Code 39A.053; 19 TAC 97.1061(e)

Recommendations

On completing the on-site needs assessment, the campus intervention team shall, with the involvement and advice of the school community partnership team, if applicable, recommend actions relating to any area of insufficient performance, including:

1. Reallocation of resources;
2. Technical assistance;
3. Changes in school procedures or operations;
4. Staff development for instructional and administrative staff;
5. Intervention for individual administrators or teachers;
6. Waivers from state statutes or rules;
7. Teacher recruitment or retention strategies and incentives provided by the district to attract and retain appropriately certified and experienced teachers; or
8. Other actions the campus intervention team considers appropriate.

Education Code 39A.054

Targeted Improvement Plan

In addition to the duties relating to the on-site needs assessment, the campus intervention team shall:

1. Assist the campus in developing a targeted improvement plan;
2. Conduct a public meeting at the campus with the campus principal, the members of the campus-level planning and decision-making committee, parents of students attending the campus, and community members residing in the district to review the campus performance rating and solicit input for the development of the targeted improvement plan [see Notice of Public Meeting, below];
3. Assist the campus in submitting the targeted improvement plan to the board for approval and presenting the plan in a public hearing [see Public Hearing, below]; and
4. Assist the commissioner in monitoring the progress of the campus in executing the targeted improvement plan.

Education Code 39A.055; 19 TAC 97.1061(e)(3)-(4)

Notice of Public Meeting

The campus intervention team must provide written notice of the public meeting to the parents of students attending the campus and post notice of the meeting on the campus's internet website. The notice must include the date, time, and place of the meeting. *Education Code 39A.056*

The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspa-

pers or other media that reach the general public, and the parent liaison, if present on the campus. *19 TAC 97.1061(e)(3)(A)(ii)*

Public Hearing

After a targeted improvement plan or an updated targeted improvement plan is submitted to the board, the board shall conduct a hearing to:

1. Notify the public of:
    a. The insufficient performance of the campus;
    b. The improvements in performance expected by TEA; and
    c. The intervention measures or sanctions that may be imposed under Education Code Chapter 39A if the performance does not improve within a designated period; and
2. Solicit public comment on the targeted improvement plan or updated targeted improvement plan.

The board must post the targeted improvement plan on the district's internet website before the hearing.

The board may conduct one hearing relating to one or more campuses subject to a targeted improvement plan or an updated targeted improvement plan.

Education Code 39A.057

Submission to Commissioner

The board shall submit the targeted improvement plan or updated targeted improvement plan to the commissioner for approval. The campus intervention team shall assist the campus in submitting the targeted improvement plan to the commissioner. *Education Code 39A.058*

Executing Plan

In executing the targeted improvement plan, the campus intervention team shall, if appropriate:

1. Assist the campus in implementing research-based practices for curriculum development and classroom instruction, including bilingual education and special education programs, and financial management;
2. Provide research-based technical assistance, including data analysis, academic deficiency identification, intervention implementation, and budget analysis, to strengthen and improve the instructional programs at the campus; and

3. Require the district to develop a teacher recruitment and retention plan to address the qualifications and retention of the teachers at the campus.

Education Code 39A.059

Continuing Duties of the Campus Intervention Team

For each year a campus is assigned an unacceptable performance rating, the campus intervention team shall:

1. Assist in updating the targeted improvement plan to identify and analyze areas of growth and areas that require improvement; and

2. Submit each updated targeted improvement plan to the board.

Education Code 39A.060

Local Improvement Plan

A district or campus that is assigned a rating of D that is considered acceptable [see AIA] shall develop and implement a local improvement plan.

A local improvement plan must be presented to the board.

Education Code 39A.065(a)-(b)

Campus Planning and Site-Based Decision-Making

The commissioner may authorize a school community partnership team established under Education Code 39A.051 to supersede the authority of and satisfy the requirements of establishing and maintaining a campus-level planning and decision-making committee.

The commissioner may authorize a targeted improvement plan, an updated targeted improvement plan, or a local improvement plan to supersede the provisions of and satisfy the requirements of developing, reviewing, and revising a campus improvement plan.

Education Code 39A.061

Submission of Campus Improvement Plan

If the performance of a campus satisfies performance standards under Education Code 39.054(e) for the current school year but would not satisfy the performance standards if the standards to be used for the following school year were applied to the current school year, on the request of the commissioner, the campus-level planning and decision-making committee shall revise and submit to the commissioner the portions of the campus improvement plan that are relevant to those areas for which the campus would not satisfy performance standards. The revised portions of the improvement plan must be submitted in an electronic format. *Education Code 39A.062*

Compliance Through Federal Accountability

Notwithstanding the provisions of Education Code Chapter 39A, if the commissioner determines that a campus subject to interventions or sanctions has implemented substantially similar intervention measures under federal accountability requirements, the commissioner may accept the substantially similar intervention measures as measures in compliance with Education Code Chapter 39A. *Education Code 39A.063*

Campus Turnaround Plan

If a campus has been identified as unacceptable for two consecutive school years, the commissioner shall order the campus to prepare and submit a campus turnaround plan.

Updated Targeted Improvement Plan

A campus intervention team shall assist the campus in:

1. Developing an updated targeted improvement plan, including a campus turnaround plan to be implemented by the campus;
2. Submitting the updated targeted improvement plan to the board for approval and presenting the plan in a public hearing as provided by Education Code 39A.057;
3. Obtaining approval of the updated plan from the commissioner; and
4. Executing the updated plan on approval by the commissioner.

The updated targeted improvement plan submitted to the board must include all plans and details that are required to execute the campus turnaround plan without any additional action or approval by the board.

Education Code 39A.101

Public Notice

Within 60 days of receiving a campus's preliminary accountability rating, the district must notify parents, community members, and stakeholders that the campus received an unacceptable rating for two consecutive years and request assistance in developing the campus turnaround plan in accordance with 19 Administrative Code 97.1064. *19 TAC 97.1064(d)*

Submission and Approval

Upon approval of the board, the district must submit the campus turnaround plan electronically to TEA by March 1 unless otherwise specified. Not later than June 15 of each year, the commissioner must either approve or reject any campus turnaround plan prepared and submitted by a district. *19 TAC 97.1064(g)-(h); Education Code 39A.103-.104*

Implementation, Modification, and Withdrawal

A campus may implement, modify, or withdraw its campus turnaround plan with board approval if the campus receives an academically acceptable rating for the school year following the development of the campus turnaround plan.

A campus that has received an unacceptable rating for the school year following the development of the campus turnaround plan must implement its commissioner-approved campus turnaround plan with fidelity until the campus operates for two consecutive school years without an unacceptable rating.

Change in Circumstances

A campus may modify its campus turnaround plan with commissioner approval if it is determined that due to a change in circumstances occurring after the plan's approval under Education Code 39A.107 a modification of the plan is necessary to achieve the plan's objectives.

A change in circumstance may be the following, but not limited to:

1. A campus that has written a turnaround plan but has not yet been ordered to implement it and has received a Not Rated; Declared State of Disaster rating for two consecutive years prior to receiving its next F rating; or
2. A campus that has implemented its turnaround plan for no more than one year prior to receiving a Not Rated; Declared State of Disaster rating for two consecutive years.

A campus that has modified its turnaround plan under this provision may only request additional modifications to the plan based on circumstances that have changed since the last commissioner-approved modification.

Commissioner Authority

The commissioner may appoint a monitor, conservator, management team, or board of managers for a school district that has a campus that has been ordered to implement an updated targeted improvement plan. The commissioner may order any of the interventions as necessary to ensure district-level support for the low-performing campus and the implementation of the updated targeted improvement plan. The commissioner may make the appointment at any time during which the campus is required to implement the updated targeted improvement plan.

19 TAC 97.1064(j)-(m)

Required Contents

A campus turnaround plan must include:

1. Details on the method for restructuring, reforming, or reconstituting the campus;
2. A detailed description of the academic programs to be offered at the campus, including:
    a. Instructional methods;
    b. Length of school day and school year;

c. Academic credit and promotion criteria; and

d. Programs to serve special student populations;

3. If a district charter is to be granted for the campus under Education Code 12.0522:

a. The term of the charter; and

b. Information on the implementation of the charter;

4. Written comments from:

a. The campus-level committee established under Education Code 11.251, if applicable;

b. Parents; and

c. Teachers at the campus;

5. A detailed description of the budget, staffing, and financial resources required to implement the plan, including any supplemental resources to be provided by the district or other identified sources; and

6. A detailed description for developing and supporting the oversight of academic achievement and student performance by the board of trustees under Education Code 11.1515.

Education Code 39A.105(a) [Acts of the 85th Legislative Session, Senate Bill 1566, amended former Education Code 39.107(b-1) to include the information provided at Subsection (6)]

Implementing Entities

A campus ordered to prepare a campus turnaround plan shall implement the updated targeted improvement plan as approved by the commissioner.

The commissioner may appoint a monitor, conservator, management team, or board of managers to the district to ensure and oversee district-level support to low-performing campuses and the implementation of the updated targeted improvement plan.

The commissioner shall appoint a conservator to a district unless and until each campus in the district for which a campus turnaround plan has been ordered receives an acceptable performance rating for the school year or the commissioner determines a conservator is not necessary.

In making appointments, the commissioner shall consider individuals who have demonstrated success in managing campuses with

student populations similar to the campus at which the individual appointed will serve.

Education Code 39A.102, .108

Commissioner Approval or Rejection

Not later than June 15 of each year, the commissioner shall, in writing, either approve or reject any campus turnaround plan prepared and submitted to the commissioner by a district. If the commissioner rejects a campus turnaround plan, the commissioner must also send the district an outline of the specific concerns regarding the turnaround plan that resulted in the rejection. *Education Code 39A.107(a-1)*

If the commissioner rejects a campus turnaround plan, the district must create a modified plan with assistance from TEA staff and submit the modified plan to the commissioner for approval not later than the 60th day after the date the commissioner rejects the campus turnaround plan. The commissioner shall notify the district in writing of the commissioner's decision regarding the modified plan not later than the 15th day after the date the commissioner receives the modified plan. *Education Code 39A.107(a-2)*

The commissioner may approve a campus turnaround plan only if the commissioner determines that the campus will satisfy all student performance standards required under Education Code 39.054(e) not later than the second year the campus receives a performance rating following the implementation of the campus turnaround plan.

Education Code 12.0522(b) does not apply to a district charter approved by the commissioner. An approved district charter may be renewed or continue in effect after the campus is no longer subject to the commissioner’s order under Education Code 39A.101.

If the commissioner does not approve a campus turnaround plan, the commissioner shall order:

1. Appointment of a board of managers to govern the district;
2. Alternative management of the campus;
3. Operation of the campus by an entity with which the district contracts under Education Code 11.174; or
4. Closure of the campus.

Education Code 39A.107; 19 TAC 97.1065

Preparation

Unless the district is not required to implement the district’s campus turnaround plan [see Subsequent Acceptable Performance Rating, below], following approval of a campus turnaround plan by

the commissioner, the district, in consultation with the campus intervention team, shall take any actions needed to implement the plan. *Education Code 39A.108*

Assistance and Partnerships

A district may:

1. Request that a regional education service center provide assistance in the development and implementation of a campus turnaround plan; or
2. Partner with an institution of higher education to develop and implement a campus turnaround plan.

Education Code 39A.109

Subsequent Acceptable Performance Rating

If a campus for which a campus turnaround plan has been ordered receives an acceptable performance rating subsequent to the order, the district is no longer required to implement the campus turnaround plan.

The commissioner may authorize modification of an approved campus turnaround plan if the commissioner determines that due to a change in circumstances occurring after the plan's approval, a modification of the plan is necessary to achieve the plan's objectives.

Education Code 39A.110

Continued Unacceptable Performance Rating

If a campus is considered to have an unacceptable performance rating for five consecutive school years, the commissioner shall order:

1. Appointment of a board of managers to govern the district; or
2. Closure of the campus.

Education Code 39A.111

Parent Petition for Action

"Parent" means the parent who is indicated on the student registration form at that campus and the signature of only one parent of a student is required.

If the commissioner is presented, in the time and manner specified by commissioner rule, with a written petition signed by the parents of a majority of the students enrolled at a campus with an unacceptable performance rating for three consecutive school years, specifying an authorized action that the parents request the commissioner to order, the commissioner shall order the specific action requested.

If the board presents to the commissioner, in the time and manner specified by commissioner rule, a written request that the commis-

sioner order specific authorized action other than the specific action requested in the parents' petition and a written explanation of the basis for the board's request, the commissioner may order the action requested by the board.

Education Code 12.051, 39A.112; 19 TAC 97.1065(d)

Repurposing of Closed Campus

If the commissioner orders the closure of a campus, that campus may be repurposed to serve students at that campus location only if the commissioner finds that the repurposed campus offers a distinctly different academic program and approves a new campus identification number for the repurposed campus. A campus may be repurposed if the campus:

1. Serves a majority of grade levels not served at the original campus; or

2. Is operated under a contract, approved by the school board, with a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 that:

    a. Has a governing board that is independent of the district;

    b. Has a successful history of operating school district campuses or open-enrollment charter schools:

        (1) That cumulatively serve 10,000 or more students; and

        (2) A majority of which have been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year; and

    c. Has been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year.

Student Enrollment and Assignment

Any student assigned to a campus that has been closed must be allowed to transfer to any other campus in the district that serves that student's grade level and on request must be provided transportation to the other campus.

The commissioner may grant an exemption allowing students assigned to a closed campus to attend the repurposed campus if there is no other campus in the district at which the students may enroll.

Noncontracted Repurposed Campus

The majority of students assigned to a campus that has been closed and repurposed may not have attended that campus in the previous school year if the campus was repurposed to serve a majority of grade levels not served at the original campus.

Enrollment Provision in Contract

A contract approved by the school board with a nonprofit organization must provide that a student residing in the attendance zone of the campus immediately before the campus was repurposed shall be admitted for enrollment at the repurposed campus.

Education Code 39A.113; 19 TAC 97.1066

Targeted Technical Assistance

If the commissioner determines that the basis for the unacceptable performance of a campus for more than two consecutive school years is limited to a specific condition that may be remedied with targeted technical assistance, the commissioner may require the district to contract for the appropriate technical assistance. *Education Code 39A.114*

Alternative Management

The commissioner shall appoint a monitor, conservator, management team, or board of managers whenever such action is required, as determined by 19 Administrative Code 97.1073. Action under any other section of 19 Administrative Code Chapter 97, Subchapter EE is not a prerequisite to acting under this section. *19 TAC 97.1073*

The superintendent, upon appointment, immediately assumes all powers, duties, rights, and responsibilities of the superintendent of the district to which the superintendent is appointed.*19 TAC 97.1073(f)*

Solicitation of Proposals

If the commissioner orders alternative management of a campus, the commissioner shall solicit proposals from qualified nonprofit entities to assume management of the campus or appoint a school district as provided below. The commissioner may solicit proposals from qualified for-profit entities if a nonprofit entity has not responded to the commissioner's request for proposals.

The commissioner may appoint a school district to assume management of the campus if the district:

1. Is not the district in which the campus is located; and
2. Is located within the boundaries of the same regional education service center as the campus.

If a school district is appointed, the district shall assume management of the campus in the same manner as a qualified entity or in accordance with commissioner rule.

The commissioner may annually solicit proposals for the alternative management of a campus. The commissioner shall notify a qualified entity that has been approved as a provider under this section.

Education Code 39A.151

Qualifications of Managing Entity

To qualify for consideration as a managing entity, the entity must submit a proposal that provides information relating to the entity's management and leadership team that will participate in management of the campus under consideration, including information relating to individuals who have:

1. Documented success in whole school interventions that increased the educational and performance levels of students in campuses considered to have an unacceptable performance rating;
2. A proven record of effectiveness with programs assisting low-performing students;
3. A proven ability to apply research-based school intervention strategies;
4. A proven record of financial ability to perform under the management contract; and
5. Any other experience or qualifications the commissioner determines necessary.

In selecting a managing entity, the commissioner shall give preference to a qualified entity that:

1. Meets any of the commissioner’s qualifications; and
2. Has documented success in educating students from similar demographic groups and with similar educational needs as the students who attend the campus to be operated by the managing entity.

Education Code 39A.152

Contract with Managing Entity

If the commissioner has ordered alternative management of a campus, the district shall execute a contract with an approved provider to serve as a managing entity for the campus. The term of the contract may not exceed five years with an option to renew the contract. The district must execute the contract and relinquish control of the campus before January 1 of the school year.

The management contract must include:

1. A provision describing the district's responsibilities in supporting the operation of the campus; and
2. Provisions approved by the commissioner requiring the managing entity to demonstrate improvement in campus performance, including negotiated performance measures.

Performance measures must be consistent with the priorities of Education Code Chapters 39 and 39A.

The management contract must be approved by the commissioner before the contract is executed. As appropriate, the commissioner may require the district, as a term of the contract, to support the campus in the same manner as the district was required to support the campus before the execution of the contract.

Education Code 39A.153; 19 TAC 97.1067

Extension of Management Contract

The commissioner may require a district to extend the term of a management contract with a managing entity if the commissioner determines that extending the contract on expiration of the initial term is in the best interest of the students attending the campus. The terms of the contract must be approved by the commissioner. *Education Code 39A.154*

Evaluation of Managing Entity

The commissioner shall evaluate a managing entity's performance on the first and second anniversaries of the date of the management contract.

If the evaluation fails to demonstrate improvement as negotiated under the management contract by the first anniversary of the date of the contract, the district may:

1. Terminate the contract, with the commissioner's consent, for nonperformance or breach of contract; and
2. Select another provider from an approved list provided by the commissioner.

If the evaluation fails to demonstrate significant improvement, as determined by the commissioner, by the second anniversary of the date of the management contract, the district shall:

1. Terminate the contract; and
2. Select another provider from an approved list provided by the commissioner or resume operation of the campus if approved by the commissioner.

If the commissioner approves the district's resumed operation of the campus, the commissioner shall assign a technical assistance team to assist the campus.

Education Code 39A.155

Cancellation of Management Contract

If a campus receives an unacceptable performance rating for two consecutive school years after a managing entity assumes management of the campus, the commissioner shall cancel the contract with the managing entity. *Education Code 39A.156*

Return of Management to District	Unless a campus has an unacceptable performance rating for three consecutive school years [see Continued Unacceptable Performance Rating, above], at the end of a management contract term or on the cancellation of a management contract, the board shall resume management of the campus. *Education Code 39A.157*
Applicability of Accountability Provisions	Each campus operated by a managing entity is subject to Education Code Chapters 39 and 39A in the same manner as any other campus in the district. *Education Code 39A.158*
Funding	The funding for a campus operated by a managing entity may not be less than the funding of the other campuses in the district on a per student basis so that the managing entity receives at least the same funding the campus would otherwise have received. *Education Code 39A.159*
Open Meetings and Public Information	With respect to the management of a campus by a managing entity: 1. A managing entity is considered to be a governmental body for purposes of Government Code Chapter 551 (Open Meetings Act) and Government Code Chapter 552 (Public Information Act); and 2. Any requirement in the Open Meetings Act or Public Information Act that applies to a school district or the board of trustees of a district applies to a managing entity. *Education Code 39A.160*
Board of Managers	
General Powers and Duties	Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, a board of managers may exercise all of the powers and duties assigned to a board of trustees of a school district by law, rule, or regulation. A board of managers appointed by the commissioner is required to take appropriate actions to resolve the conditions that caused a campus to be subject to the commissioner's order, including amending the district's budget, reassigning staff, or relocating academic programs. The commissioner may adopt rules necessary to implement this subsection. *Education Code 39A.201*
Board of Managers of District	Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, if the commissioner appoints a board of managers to govern a district: 1. The powers of the board are suspended for the period of the appointment; and

2. The commissioner shall appoint a district superintendent.

A board of managers appointed to govern a school district may amend the budget of the district.

Education Code Chapter 39A applies to a school district governed by a board of managers in the same manner it applies to any other district.

Education Code 39A.202

Composition of Board of Managers

A board of managers appointed by the commissioner must, if possible, include community leaders, business representatives who have expertise in leadership, and individuals who have knowledge or expertise in the field of education. *Education Code 39A.204*

Training of Board of Managers

The commissioner must provide each individual appointed to a board of managers with training in effective leadership strategies. *Education Code 39A.205*

The training in effective leadership strategies shall be provided by TEA-approved authorized providers of board training to each individual appointed by the commissioner to a board of managers, and, following the expiration of the appointment of the board of managers, to the board of trustees of the school district. *19 TAC 97.1073(i)*

A board member appointed under 19 Administrative Code 97.1073(h)(4) must complete the training required in this provision prior to or within 10 days of the appointment. Failure to do so may result in the removal of the board of trustees member from the board of managers. *19 TAC 97.1073(j)*

Compensation

The commissioner may authorize payment of a board of managers from TEA funds.

A conservator or a member of a management team appointed to serve on a board of managers may continue to be compensated as determined by the commissioner.

Education Code 39A.206

Replacement of Member of Board of Managers

The commissioner may at any time replace a member of a board of managers. The commissioner may adopt rules necessary to implement this section. *Education Code 39A.207*

Expiration of Appointment

A board of managers shall, during the period of the appointment, order the election of members of the board of trustees of the school district in accordance with the law. The members of the board of trustees do not assume any powers or duties after the election until the appointment of the board of managers expires.

Not later than the second anniversary of the date the board of managers of a school district was appointed, the commissioner shall notify the board of managers and the board of trustees of the date on which the appointment of the board of managers will expire. Following each of the last three years of the period of the appointment, one-third of the members of the board of managers shall be replaced by the number of members of the board of trustees who were elected at an election that constitutes, as closely as possible, one-third of the membership of the board of trustees.

If, before the second anniversary of the date the board of managers of a school district was appointed, the commissioner determines, after receiving local feedback, that insufficient progress has been made toward improving the academic or financial performance of the district, the commissioner may extend the authority of the board of managers for a period of up to two additional years.

On the expiration of the appointment of the board of managers, the board of trustees assumes all of the powers and duties assigned to a board of trustees by law, rule, or regulation.

Following the expiration of the period of appointment of a board of managers for a school district, the commissioner shall provide training in effective leadership strategies to the board of trustees.

Education Code 39A.208; 19 TAC 97.1073

Removal of Board of Managers

The commissioner may remove a board of managers appointed to govern a school district only if the campus that was the basis for the appointment of the board of managers receives an acceptable performance rating for two consecutive school years.

If a campus that was the basis for the appointment of a board of managers receives an unacceptable performance rating for two additional consecutive years following the appointment of the board of managers, the commissioner may remove the board of managers and, in consultation with the local community, may appoint a new board of managers to govern the district.

Following the removal of a board of managers, or at the request of a managing entity to oversee the implementation of alternative management, the commissioner may appoint a conservator or monitor for the district to ensure district-level support for low-performing campuses and to oversee the implementation of the updated targeted improvement plan.

Education Code 39A.209; 19 TAC 97.1073

Challenge of Intervention or Sanction

Review of Sanctions by SOAH

A district must appeal under this provision if the district intends to challenge the commissioner's decision to close the district or a campus, pursue alternative management of a campus, appoint a board of managers to the district, or appoint a conservator or management team to the district.

A challenge is under the substantial evidence rule [see Government Code Chapter 2001, Subchapter G]. The commissioner shall adopt procedural rules for a challenge under this section.

Notwithstanding other law:

1. The State Office of Administrative Hearings (SOAH) shall conduct an expedited review of a challenge;
2. The administrative law judge shall issue a final order not later than the 30th day after the date on which the hearing is finally closed;
3. The decision of the administrative law judge is final and may not be appealed; and
4. The decision of the administrative law judge may set an effective date for an action under this section.

Education Code 39A.301

Appeals

If an order, decision, or determination is described as final in Education Code Chapter 7, 11, 12, 39, or 39A, an interlocutory or intermediate order, decision, report, or determination made or reached before the final order, decision, or determination may be appealed only as specifically authorized by the Education Code or a rule adopted under the Education Code. *Education Code 5.003*

A decision by the commissioner under Education Code Chapter 39 or 39A is final and may not be appealed unless an applicable provision of Chapter 39 or 39A provides otherwise. *Education Code 39A.906*

Annual Review

The commissioner shall annually review the performance of a district or campus subject to intervention and sanction to determine the appropriate actions to be implemented.

The commissioner must review at least annually the performance of a district for which the accreditation status or performance rating has been lowered due to insufficient student performance and may not raise the accreditation status or performance rating until the district has demonstrated improved student performance.

If the review reveals a lack of improvement, the commissioner shall increase the level of state intervention and sanction unless the commissioner finds good cause for maintaining the current status.

Education Code 39A.901

Increasing Intensity

If a district or campus does not exhibit improvement in student performance, the commissioner may increase the intensity of intervention and sanction that would otherwise be required by statute or rule, including ordering campus closure, district annexation, or appointment of a board of managers.

For purposes of this section, improvement means an increase in the scaled score for the overall academic performance rating under Education Code Chapter 39.

19 TAC 97.1070(a)-(b)

Intervention Programs

A campus may submit an accelerated campus excellence (ACE) turnaround plan. The plan must meet the requirements of Education Code 39A.105(b). *Education Code 39A.105(b)-(c)*

ACE Turnaround Plan

Resource Campus

An eligible campus may apply to the commissioner to be designated as a resource campus that provides quality education and enrichment for campus students. To apply to be designated as a resource campus, the campus must have received an overall performance rating of D or F, or an overall performance rating under Education Code 39.054(a-4)(1) (following declaration of disaster) or 39.0546 (COVID-19 recovery) of "Not Rated," for three years over a 10-year period of time. *Education Code 29.934(a)-(b)*

Strong Foundations Intervention

Notwithstanding any other law, the commissioner may require a district to comply with all requirements of the strong foundations grant program under Education Code 29.0881 at a campus that:

1. Includes students at any grade level from prekindergarten through fifth grade;
2. Is assigned an overall performance rating of D or F; and
3. Is in the bottom five percent of campuses in the state based on student performance on the grade three state reading language arts assessment during the previous school year, as determined by the commissioner.

Education Code 39A.064(a)

Miscellaneous Provisions

Acquisition of Professional Services

In addition to other authorized interventions and sanctions, the commissioner may order a district or campus to acquire professional services at the expense of the district or campus to address the applicable financial, assessment, data quality, program, performance, or governance deficiency. The commissioner's order may require the district or campus to:

1. Select or be assigned an external auditor, data quality expert, professional authorized to monitor district assessment instrument administration, or curriculum or program expert; or
2. Provide for or participate in the appropriate training of district staff or board members in the case of a district, or campus staff, in the case of a campus.

Education Code 39A.902

Costs Paid by District

The costs of providing a monitor, conservator, management team, campus intervention team, technical assistance team, managing entity, or service provider shall be paid by the district. If the district fails or refuses to pay the costs in a timely manner, the commissioner may:

1. Pay the costs using amounts withheld from any funds to which the district is otherwise entitled; or
2. Recover the amount of the costs in the manner provided for recovery of an over allocation of state funds under Education Code 48.272.

Education Code 39A.903

Immunity from Civil Liability

An employee, volunteer, or contractor acting on behalf of the commissioner, or a member of a board of managers appointed by the commissioner, is immune from civil liability to the same extent as a professional employee of a district under Education Code 22.051. *Education Code 39A.904*

Campus Name Change

In reconstituting, repurposing, or imposing any other intervention or sanction on a campus, the commissioner may not require that the name of the campus be changed. *Education Code 39A.905*

Special Program Performance Determination

The commissioner shall assign districts an annual determination level based on performance levels of certain special populations student groups under 19 Administrative Code 97.1001 [see AIA] according to the criteria and requirements in 19 Administrative Code 97.1071(e)-(g).

In addition to determination levels, the commissioner shall develop a system of cyclical monitoring to ensure every district participates in general supervision activities. Based on a district’s assigned de-

termination level, as part of its cyclical monitoring process, or as part of compliance monitoring activities, a district may be required to implement and/or participate in:

1. Focused self-analysis of district data and program effectiveness;
2. Focused remote and/or on-site review;
3. Required stakeholder engagement;
4. Focused compliance reviews;
5. Strategic support and continuous improvement planning; and/or
6. Corrective action plan development.

The commissioner shall notify in writing each district identified for review under this provision as a result of assigned determination level or cyclical selection prior to requiring a district to implement or participate in any activities included in items 1-6 above.

Actions taken under this provision are intended to assist the district in raising its performance and/or achieving compliance under 19 Administrative Code 97.1001 and 74.28 and Education Code sections 28.006, 29.062 and 38.003 do not preclude or substitute for a sanction under another provision of Chapter 97, Subchapter EE.

Actions taken under this provision do not preclude or substitute for other responses to or consequences of program ineffectiveness or noncompliance identified by TEA, such as those described in 19 Administrative Code 89.1076 (relating to Interventions and Sanctions) and expanded oversight, including, but not limited to, frequent follow-up contacts with the district, submission of documentation verifying implementation of intervention activities and/or an improvement plan, and submission of district/program data.

19 TAC 97.1071(e)-(k)

[See AIE for information regarding TEA's process for investigating and issuing findings regarding credible allegations of violations of the Individuals with Disabilities Education Act (IDEA), Part B, and other supervision and monitoring activities under 19 Administrative Code 97.1071(a)-(b).]

Intervention Pause

Except as otherwise provided by 19 Administrative Code 97.1062 and unless extended by the commissioner, TEA will cease to enforce the interventions under Education Code 39A.101-39A.111 until conclusion of the second consecutive school year of operation under:

1. A partnership as defined by 19 Administrative Code 97.1077(a)(2), (b), or (c) of this title [see ELA]; or
2. Designation as a mathematics innovation zone under Education Code 28.020 and applicable rules.

Any intervention or sanction not covered by the provision above shall continue.

If a campus ceases to qualify for the intervention pause at any point during a school year, TEA will resume previously ordered interventions and sanctions, order interventions and sanctions based on the rating from that school year, and count that rating for purposes of consecutive years of performance.

19 TAC 97.1062

Failure to Submit Emergency Operations Plan

If TEA receives notice from the Texas School Safety Center of a district's failure to submit a multihazard emergency operations plan [see CKC], the commissioner may appoint a conservator for the district under Education Code Chapter 39A. The conservator may order the district to adopt, implement, and submit a multihazard emergency operations plan. If a district fails to comply with a conservator's order to adopt, implement, and submit a multihazard emergency operations plan within the time frame imposed by the commissioner, the commissioner may appoint a board of managers under Education Code Chapter 39A to oversee the operations of the district. *Education Code 37.1082(a)-(b)*

Note: The following provisions apply to a district with a central administrative office that is located in a county with a population of more than two million and that has a student enrollment that is more than 125,000 and less than 200,000, and that is operating under a turnaround plan.

Student Board Member

Notwithstanding Education Code 11.051(b) (number of trustees on a school board), the board may adopt a resolution establishing as a nonvoting member a student trustee position. If a board adopts such a resolution, the board shall adopt a policy addressing the topics specified in statute. A student trustee may not participate in a closed session of a board meeting [see BEC] in which any issue related to a personnel matter is considered. *Education Code 11.0511(a)-(f)*

Note: This policy addresses many of the powers and duties of the board set forth in Education Code Chapter 11, Subchapter D. For other powers and duties of the board not listed below, see the applicable policy codes.

Governance

A district is governed by a board of trustees who, as a body corporate, shall oversee the management of the district and ensure that the superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined, and desired results in the major areas of district operations. *Education Code 11.051(a)*

General Powers and Duties

The trustees constitute a body corporate and in the name of the district may acquire and hold real and personal property, sue and be sued, and receive bequests and donations or other moneys or funds coming legally into their hands.

Except as provided by Education Code 39A.201 and 39A.202 [see AIC], the trustees as a body corporate have the exclusive power and duty to govern and oversee the management of the public schools of the district. All powers and duties not specifically delegated by statute to the Texas Education Agency (TEA) or the State Board of Education are reserved for the board, and TEA may not substitute its judgment for the lawful exercise of those powers and duties by the trustees.

The trustees may adopt rules and bylaws necessary to carry out these powers and duties.

Education Code 11.151(a), (b), (d)

Specific Powers and Duties

In addition to powers and duties under Education Code 11.151 above or other law, the board has the powers and duties provided by Education Code 11.1511(b) below, except as otherwise provided by Education Code 39A.201 or 39A.202. *Education Code 11.1511(a)*

The board shall:

1. Seek to establish working relationships with other public entities to make effective use of community resources and to serve the needs of public school students in the community.
2. Adopt a vision statement and comprehensive goals for the district and the superintendent, and monitor progress toward those goals. [See AE]
3. Establish performance goals for the district concerning the academic and fiscal performance indicators under Education

Code Chapter 39, Subchapters C, D, and J, and any performance indicators adopted by the district. [See AI series]

4. Provide oversight regarding student academic achievement and strategic leadership for maximizing student performance. *Education Code 11.1515* [See AIB]

5. Ensure that the superintendent is accountable for achieving performance results, recognizes performance accomplishments, and takes action as necessary to meet performance goals. [See BJA]

6. Collaborate with the superintendent as set forth at Education Code 11.1512(b). *Education Code 11.1512* [See BJA]

7. Adopt a policy to establish a district- and campus-level planning and decision-making process as required under Education Code 11.251. [See BQ series]

8. Publish an annual educational performance report as required under Education Code 39.306. [See AIB, BQ series]

9. Adopt an annual budget for the district as required under Education Code 44.004. [See CE]

10. Adopt a tax rate each fiscal year as required by Tax Code 26.05. [See CCG]

11. Monitor district finances to ensure that the superintendent is properly maintaining the district's financial procedures and records. [See CF series]

12. Ensure that district fiscal accounts are audited annually as required by Education Code 44.008. [See CFC]

13. Publish an end-of-year financial report for distribution to the community. [See CFA]

14. Conduct elections as required by law. [See BBB series]

15. By rule, adopt a process through which district personnel, students or the parents or guardians of students, and members of the public may obtain a hearing from the district administrators and the board regarding a complaint. [See DGBA, FNG, and GF]

16. Make decisions relating to terminating the employment of district employees employed under a contract to which Education Code Chapter 21 applies, including terminating or not renewing an employment contract to which that chapter applies. [See DF series]

17. Select the internal auditor if a district employs an internal auditor. The internal auditor shall report directly to the board. *Education Code 11.170* [See DC]

18. Adopt a policy providing for the employment and duties of district personnel. *Education Code 11.1513* [See BJ series, DC series, and DEA series]

19. Limit redundant requests for information and the number and length of written reports that a classroom teacher is required to prepare. The board shall review paperwork requirements imposed on classroom teachers and transfer to existing non-instructional staff a reporting task that can reasonably be accomplished by that staff. *Education Code 11.164* [See DLB]

20. Adopt a cybersecurity policy. *Education Code 11.175* [See CQB]

21. Adopt early childhood literacy and mathematics proficiency plans. *Education Code 11.185* [See EA]

22. Adopt college, career, and military readiness plans. *Education Code 11.186* [See EA]

23. Conduct an efficiency audit before seeking voter approval to adopt a tax rate for the maintenance and operations of the district at an election held for that purpose. *Education Code 11.184* [See CCG]

24. Carry out other powers and duties as provided by the Education Code or other law.

Education Code 11.1511(b), except as noted

Discretionary Powers and Duties

The board may:

1. Issue bonds and levy, pledge, assess, and collect an annual ad valorem tax to pay the principal and interest on the bonds as authorized under Education Code 45.001 and 45.003. *Education Code 11.1511(c)(1)* [See CCA]

2. Levy, assess, and collect an annual ad valorem tax for maintenance and operation of a district as authorized under Education Code 45.002 and 45.003. *Education Code 11.1511(c)(2)* [See CCG]

3. Employ a person to assess or collect the district's taxes as authorized under Education Code 45.231. *Education Code 11.1511(c)(3)* [See CCG]

4. Enter into contracts as authorized under the Education Code or other law and delegate contractual authority to a superintendent as appropriate. *Education Code 11.1511(c)(4)*

5. Require a district's chief business official or curriculum director or a person holding an equivalent position to appear at an executive session of the board or to testify at a public hearing held by the board. *Education Code 11.1511(d)* [See BJA regarding prohibition of superintendent interference]

6. Contract with a public or private entity for that entity to provide educational services for the district. *Education Code 11.157* [See EEL]

7. Charge fees as set forth at Education Code 11.158. *Education Code 11.158* [See FP]

8. Change the name of the district. *Education Code 11.160* [See AB]

9. Adopt rules that require students at a school in the district to wear school uniforms as set forth at Education Code 11.162. *Education Code 11.162* [See FNCA]

10. Adopt rules to keep school campuses, including school libraries, open for recreational activities, latchkey programs, and tutoring after school hours. *Education Code 11.165*

11. Operate a school or program or hold a class on the campus of an institution of higher education as set forth at Education Code 11.166. *Education Code 11.166* [See GNC]

12. Operate a school or program, including an extracurricular program, or hold a class outside the boundaries of the district. *Education Code 11.167* [See GNA]

13. Use the board evaluation tool developed by the commissioner of education. *Education Code 11.182* [See BG]

Note: For restrictions on a board's authority to use district resources for certain purposes, see CE(LEGAL).

For the board's authority related to district property, see CDB and CI.

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

The Texas Education Agency (TEA) maintains information regarding depository contracts for districts,[1] including the forms referenced in this policy.

Selection

A school depository must be a bank located in this state and may be selected only as provided by this policy. "Bank" means a bank, a savings and loan association, or a savings bank organized under the laws of this state, another state, or federal law that has its main office or a branch office in this state. The term does not include any bank the deposits of which are not insured by the Federal Deposit Insurance Corporation (FDIC). *Education Code 45.201(2), .202, .203*

Method

Not later than the 60th day before the date a school district's current depository contract expires, the district shall choose whether to select a depository through competitive bidding or through requests for proposals. *Education Code 45.206(a)*

The district must keep the selected bid or proposal form in the district and make it available to TEA upon request. *19 TAC 109.51(b)*

Competitive Bidding

Notice

If a district chooses to use competitive bidding, the district shall, not later than the 30th day before the date the current depository contract expires, mail to each bank in the district and, if desired, to other banks, a notice stating the time and place in which bid applications will be received for selecting a depository or depositories. The notice must include the uniform bid blank form prescribed by State Board of Education (SBOE) rule. The district may add to the uniform bid blank other terms that do not unfairly restrict competition between banks in or near the territory of the district. *Education Code 45.206(a-1), (b); 19 TAC 109.51(b), (c)*

Requests for Proposals

Notice

If a district chooses to use requests for proposals, the district shall, not later than the 30th day before the date the current depository contract expires, mail to each bank located in the district and, if desired, to other banks, a notice stating the time and place in which proposals will be received for selecting a depository or depositories. The notice must include the uniform proposal blank form prescribed by SBOE rule. A district shall state the selection criteria, including the factors specified under Education Code 45.207(c) [see Factors to Consider, below], in the request for proposals. The district may add to the uniform proposal blank other terms that do not unfairly restrict competition between banks in or near the territory

of the district. *Education Code 45.206(a-2), (b), (d); 19 TAC 109.51(b), (d)*

Best Value

A district shall select the proposal that offers the best value to the district based on the evaluation and ranking of each submitted proposal in relation to the stated selection criteria. A district may negotiate with the bank that submits the highest-ranked proposal to determine any terms of the proposed depository contract other than the interest rates proposed. *Education Code 45.206(d)*

Award of Contract

A district shall award the depository contract to the bank that submits the highest bid or the highest-ranked proposal, as determined under Factors to Consider, below, except that the district may award the contract as provided at Tie Bids and Proposals, below if:

1. The district:
    a. Receives tying bids for the contract; or
    b. After evaluating the proposals for the contract, ranks two or more proposals equally;
2. Each bank submitting a tying bid or proposal has bid or proposed to pay the district the maximum interest rates allowed by law by the Federal Reserve System and the FDIC; and
3. The tying bids or proposals are otherwise equal in the judgment and discretion of the board.

Education Code 45.207(a)

Factors to Consider

The board shall at a regular or special meeting consider each bid or proposal received. In determining the highest and best bid or the highest-ranked proposal, or in case of tying bids or proposals the highest and best tying bids or proposals, a board shall consider:

1. The interest rate bid or proposed on time deposits;
2. The charge for keeping district accounts, records, and reports and furnishing checks;
3. The ability of the bank submitting the bid or proposal to provide the necessary services and perform the duties as school district depository; and
4. Any other matter the board considers to be in the best interest of a district.

Education Code 45.207(c)

Tie Bids or Proposals

In the case of tying bids or proposals, a board may:

1. Determine by lot which of the banks submitting the tying bids or proposals will receive the contract; or
2. Award a contract to each of the banks submitting the tying bids or proposals.

Education Code 45.207(a-1)

Rejection of Bids or Proposals

A board has the right to reject any and all bids or proposals. *Education Code 45.207(d)*

Conflict of Interest

If a member of the board is a stockholder, officer, director, or employee of a bank, the bank is not disqualified from bidding, submitting a proposal, or becoming the depository of the district if the bank is selected by a majority vote of the board or a majority vote of a quorum when only a quorum is present.

Abstention

If a board member is a stockholder, officer, director, or employee of a bank that has bid or submitted a proposal to become the depository, the member may not vote on awarding a depository contract to the bank, and the contract must be awarded by a majority vote of the trustees as provided above who are not either a stockholder, officer, director, or employee of a bank receiving a depository contract.

Education Code 45.204

Contract

Term

The depository shall serve for a term of two years and until its successor is selected and has qualified. A district and its depository bank may agree to extend the contract for three additional two-year terms. The contract may be modified for each two-year extension if both parties mutually agree to the terms. The contract term and any extension must coincide with the district's fiscal year. An extension is not subject to the requirements of Education Code 45.206 [see Method, above]. *Education Code 45.205*

Form

The depository or depositories and a district shall enter into a depository contract(s), bond(s), or other necessary instruments setting forth the duties and agreements pertaining to the depository in the form and with the content prescribed by the SBOE. The parties shall attach and incorporate by reference the bid or proposal of the depository. *Education Code 45.208(a); 19 TAC 109.52*

Authorized Collateral

Bond

The depository shall attach to the contract and file with the district a bond in an initial amount equal to the estimated highest daily balance, determined by the board, of all deposits the district will have in the depository, less any FDIC insurance. The bond must be payable to the district and signed by the depository and some surety company authorized to do business in this state. The depository shall increase the amount of the bond if the board determines

it to be necessary to adequately protect the funds of the district deposited with the depository. *Education Code 45.208(b)*

The bond and surety must be approved by the board. A premium on the bond may not be paid out of district funds. *Education Code 45.208(d)*

Bond Conditions

The bond shall be conditioned on:

1. Faithful performance of all legal duties and obligations;
2. Payment on presentation of all checks or drafts on order of the board;
3. Payment on demand of any demand deposit;
4. Payment, after the expiration of the required notice period, of any time deposit;
5. Faithful keeping of school funds by the depository and accounting for the funds according to law; and
6. Faithful paying over to the successor depository all balances remaining in the accounts.

Education Code 45.208(c)

Approved Securities

In lieu of a bond, the depository may deposit or pledge, with the district or a designated trustee, approved securities, as defined in Education Code 45.201(4), in an amount sufficient to adequately protect the funds of the district deposited with the depository. A depository may give a bond and deposit or pledge approved securities in an aggregate amount sufficient to adequately protect the funds of the district. The district shall designate from time to time the amount to adequately protect the district. The district may not designate an amount less than the balance of school district funds on deposit with the depository from day to day, less any applicable FDIC insurance. *Education Code 45.208(f)*

In accordance with written board policy, a district shall determine if an investment security, as defined in Government Code 2257.002(5), is eligible to secure deposits of public funds under the Public Funds Collateral Act, Government Code Chapter 2257. *Gov't Code 2257.023(a)*

"Eligible security" means:

1. A surety bond;
2. An investment security;

3. An ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

4. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of ten years or less and does not constitute a high-risk mortgage security;

5. A floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

6. A letter of credit issued by a federal home loan bank.

Gov't Code 2257.002(4)

The policy may include the security of the institution that obtains or holds an investment security, the substitution or release of an investment security, and the method by which an investment security used to secure a deposit of public funds is valued. *Gov't Code 2257.023(b)*

Texas Bullion Depository

The Texas Bullion Depository is established as an agency of this state in the office of the comptroller under Government Code Title 10, Subtitle C. The depository may receive a deposit of bullion or specie from or on behalf of a district in accordance with rules adopted by the comptroller. *Gov't Code 2116.002, .005; 34 TAC 14.1–.19*

An investment by a school district in a depository account may be made instead of an investment as provided by Education Code 45.102, and the depository may be used by a district instead of a depository bank for purposes of Education Code Chapter 45, Subchapter G. *Gov't Code 2116.015(b)*

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[1] Depository Contracts for School Districts: https://tea.texas.gov/Finance_and_Grants/Financial_Compliance/Depository_Contracts_for_School_Districts/

Qualifications

A person may not be employed as a superintendent unless the person holds an appropriate certificate or permit.

The commissioner may waive the requirement for certification of a superintendent if requested by a district as provided by Education Code 7.056 [see BF]. The commissioner may limit the waiver of certification in any manner the commissioner determines is appropriate.

A person who is not certified as a superintendent may not be employed by a district as the superintendent before the person has received a waiver of certification from the commissioner. A person may be designated to act as a temporary or interim superintendent for a district, but the district may not employ the person under a contract as superintendent unless the person has been certified or a waiver has been granted.

Education Code 21.003

Duties

A superintendent is the educational leader and chief executive officer of a district. *Education Code 11.201(a)*

The duties of a superintendent include:

1. Assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of a district and for the annual performance appraisal of the district's staff.
2. Except as provided by Education Code 11.202 (duties of principal) [see DK and DPA], assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of a district other than the superintendent.
3. Overseeing compliance with the standards for school facilities. [See CS]
4. Initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract. [See DF series]
5. Managing the day-to-day operations of a district as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations.
6. Preparing and submitting to a board a proposed budget and administering the budget.

7. Preparing recommendations for policies to be adopted by a board and overseeing the implementation of adopted policies.
8. Developing or causing to be developed appropriate administrative regulations to implement policies established by a board.
9. Providing leadership for the attainment and, if necessary, improvement of student performance in a district based on the state's student achievement and quality of learning indicators and other indicators as may be adopted by the commissioner or the board. [See AIA]
10. Organizing a district's central administration.
11. Consulting with the district-level committee. [See BQA]
12. Ensuring:
    a. Adoption of a Student Code of Conduct [see FO] and enforcement of that Code of Conduct; and
    b. Adoption and enforcement of other student disciplinary rules and procedures as necessary.
13. Submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by federal law, rule, or regulation is also delivered to the Texas Education Agency (TEA).
14. Providing joint leadership with a board to ensure that the responsibilities of the board and superintendent team are carried out; and
15. Performing any other duties assigned by action of a board.

Education Code 11.201(d)

In addition, a superintendent shall, on a day-to-day basis, ensure the implementation of the policies created by the board. *Education Code 11.1512(a)*

Collaboration with the Board

A board and a superintendent shall work together to:

1. Advocate for the high achievement of all district students;
2. Create and support connections with community organizations to provide community-wide support for the high achievement of all district students;
3. Provide educational leadership for a district, including leadership in developing the district vision statement and long-range educational plan [see AE];

4. Establish district-wide policies and annual goals that are tied directly to the district's vision statement and long-range educational plan;

5. Support the professional development of principals, teachers, and other staff; and

6. Periodically evaluate board and superintendent leadership, governance, and teamwork.

Education Code 11.1512(b)

Prohibited Interference

A superintendent may not interfere with an appearance or testimony of specified district personnel required by the board. *Education Code 11.1511(d)* [See BAA]

Certification of Compliance With Certain Laws

Do Not Hire Registry

Each year, the superintendent shall certify to the commissioner that the district has complied with the requirements of Education Code 22A.151 (registry of persons not eligible for employment in or provision of services to educational entities). *Education Code 22A.151(g)*

Diversity, Equity, and Inclusion and Instructional Prohibitions

Not later than September 30 each year, the superintendent shall certify to TEA that the district is in compliance with Education Code 39.008, 11.005, and 28.0022. *Education Code 39.008(a)* [See BT(LEGAL) for provisions related to certification requirements.]

Testimony Before SBOE

If the commissioner finds against a school district under Education Code 7.057 in at least five grievances to which that section applies involving the district during the school year, the superintendent must appear before the SBOE to testify regarding the commissioner's findings and the frequency of grievances against the district. *Education Code 26A.004*

Reasons

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Proposed Nonrenewal

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

Request for Hearing

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

Hearing Procedure

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

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

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

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

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

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

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

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

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

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

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Fraud and Financial Impropriety

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

Definition

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

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

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

Financial Controls and Oversight

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

Fraud Prevention

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

Reports

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

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

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

Protection from Retaliation

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

Fraud Investigations

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

Response

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

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The Texas Education Agency (TEA) may enter into an agreement with a federal agency concerning a project related to education, including provision of school lunches and construction of school buildings. TEA, or another state agency designated by the governor, shall coordinate the actions of a district participating in a federal financial assistance program. *Education Code 7.021(b), (c); Gov't Code 742.003*

Retirement and Insurance Contributions

Under the Texas Public School Retired Employees Group Benefits Act, Insurance Code Chapter 1575, a district that applies for money provided by the United States or a privately sponsored source shall, if any of the money will pay part or all of an active employee's salary, also apply for any legally available money to pay state contributions required by Insurance Code Chapter 1575, Subchapter E. *Insurance Code 1575.252*

Such district must comply with the requirements of Insurance Code Chapter 1575, Subchapter F. *Insurance Code 1575.252(2)-.257*

Under the Teacher Retirement System, Government Code, Title 8, Subtitle C, if a district applies for money provided by the United States, an agency of the United States, or a privately sponsored source, and if any of the money will pay part or all of an employee's salary, the district shall apply for any legally available money to pay state contributions required by Government Code 825.404 or 830.201. *Gov't Code 825.406(a)*

Such district must comply with the requirements of Government Code 825.406.

Block Grant Funds

If a district receives more than $5,000 in block grant funds to be used as the district determines is appropriate, it shall provide evidence to TEA that a public meeting or hearing was held in a timely manner solely to seek public comment on the needs or uses of block grant funds received by the district. The board may hold this meeting or hearing in conjunction with another board meeting or hearing if the meeting or hearing to consider block grant funds is clearly noted in an announcement of the other meeting or hearing. *Gov't Code 2105.058*

Education Department General Administrative Regulations (EDGAR)

Note: For information regarding procurement under state law, see the CH policy series regarding Purchasing and Acquisition and the CV series regarding Facilities Construction.

For additional legal requirements applicable to school nutrition procurement, see COA.

EDGAR means the Education Department General Administrative Regulations (34 C.F.R. 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99). *34 C.F.R. 77.1(c)*

Uniform Guidance (2 C.F.R. 200)

The Department of Education (ED) adopts the Office of Management and Budget (OMB) Guidance in 2 C.F.R. Part 200 Uniform Guidance, except for 2 C.F.R. 200.102(a) and 2 C.F.R. 200.207(a). Thus, 2 C.F.R. Chapter XXXIV, Part 3474 gives regulatory effect to the OMB guidance and supplements the guidance as needed for the ED. *2 C.F.R. 3474.1*

The Uniform Guidance establishes uniform administrative requirements, cost principles, and audit requirements for federal awards. *2 C.F.R.200.100(a)(1)*

Note: For more information on EDGAR, the Uniform Guidance, and the federal regulations that apply to federal education grant awards, visit TEA's EDGAR Materials and Resources[1] and the ED's EDGAR website[2] and Uniform Guidance website.[3]

General Compliance

Throughout 2 C.F.R. Part 200, Subparts A through F, the word "must" indicates a requirement. The words "should" or "may" indicate a recommended approach and permit discretion. *2 C.F.R. 200.101(a)(3)*

Mandatory Disclosures

A district must disclose in writing any potential conflict of interest to the federal agency (e.g., ED) or pass-through entity (e.g., TEA) in accordance with the established federal agency policies. *2 C.F.R. 200.112*

A district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Districts are required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 200.339 (Remedies for Noncompliance). *2 C.F.R. 200.113*

Procurement Standards

Documented Procurement Procedures

The district must maintain and use documented procedures for procurement transactions under a federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with state, local, and tribal laws and regulations and the standards identified in 2 C.F.R. 200.317 through 200.327. [See also 2 C.F.R. 200.501 (Audit Requirements)]

Oversight of Contractors

The district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Conflicts of Interest

The district must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, districts may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The district's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. [See BBFA, CAA(LOCAL), CB(LOCAL), DBD]

Procurement Records

The district must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price. [See Pre-procurement Review and Contract Cost and Price, below]

2 C.F.R. 200.318(a), (b), (c)(1), (i)

[See 2 C.F.R. 200.334 for record retention requirements.]

Financial Management

The district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the

terms and conditions of the federal award. [See 2 C.F.R. 200.450 (Lobbying)]

The district's financial management system must comply with 2 C.F.R. 200.302(b). [See 2 C.F.R. 200.334 (Retention requirements for records), .335 (Requests for transfer of records), .336 (Methods for collection, transmission and storage of information), and .337 (Access to records)]

2 C.F.R. 200.302

Internal Controls

The district must:

1. Establish, document, and maintain effective internal control over the federal award that provides reasonable assurance that the district is managing the award in compliance with federal statutes, regulations, and the terms and conditions of the award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
2. Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award.
3. Evaluate and monitor the district's compliance with statutes, regulations, and the terms and conditions of federal awards.
4. Take prompt action when instances of noncompliance are identified.
5. Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information and other types of information. This also includes information the federal agency or pass-through entity designates as sensitive or other information the district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

2 C.F.R. 200.303

"Internal control" for districts means processes designed and implemented by districts to provide reasonable assurance regarding the achievement of objectives in the following categories:

1. Effectiveness and efficiency of operations;
2. Reliability of reporting for internal and external use; and

3. Compliance with applicable laws and regulations.

2 C.F.R. 200.1

Competition

All procurement transactions under the federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 C.F.R. 200.319 and 200.320 (Methods of procurement to be followed).

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

The district must have written procedures for procurement transactions. These procedures must ensure that all solicitations meet the requirements of 2 C.F.R. 200.319(d).

The district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the district must consider objective factors that evaluate price and cost to maximize competition. The district must not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the district, 2 C.F.R. Part 200, Subpart D does not prohibit districts from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. Subpart D also does not prohibit districts from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable federal statutes and regulations, and the terms and conditions of the federal award.

Noncompetitive procurements can only be awarded in accordance with 2 C.F.R. 200.320(c).

2 C.F.R. 200.319

Procurement Methods

For informal procurement methods (for micro-purchases and simplified acquisitions), formal procurement methods (through sealed bids or proposals), and noncompetitive procurement methods, the district must maintain and use documented procurement procedures, consistent with the standards of 2 C.F.R. 200.320 and

200.317 (Procurements by states), 200.318 (General procurement standards), and 200.319 (Competition). *2 C.F. R. 200.320*

Informal Procurement Methods for Small Purchases

These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the federal award does not exceed the simplified acquisition threshold, as defined in 2 C.F.R. 200.1. The district may also establish a lower threshold. Informal procurement methods include:

Micro-Purchases — Definitions

“Micro-purchase” means an individual procurement transaction for supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchases comprise a subset of a district's small purchases using informal procurement methods as set forth in 2 C.F.R. 200.320.

“Micro-purchase threshold” means the dollar amount at or below which a district may purchase property, or services using micro-purchase procedures. Generally, except as provided below, the micro-purchase threshold for procurement activities administered under federal awards is not to exceed the amount set by the Federal Acquisition Regulations (FAR) at 48 C.F.R. Part 2, Subpart 2.1 [see below], unless a higher threshold is requested by the district and approved by the cognizant agency for indirect costs.

2 C.F.R. 200.1

Micro-purchase threshold means $15,000, except as otherwise provided by 48 C.F.R. 2.101. *48 C.F.R. 2.101*

Micro-Purchase Distribution

The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold. [See the definition of “micro-purchase” above.] To the extent practicable, the district should distribute micro-purchases equitably among qualified suppliers. *2 C.F.R. 200.320(a)(1)(i)*

Micro-Purchase Awards

Micro-purchases may be awarded without soliciting competitive price or rate quotations if the district considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases. *2 C.F.R. 200.320(a)(1)(ii)*

Micro-Purchase Thresholds

The district is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the district must be authorized or not prohibited under state, local, or tribal laws or regulations. Districts may establish a threshold higher than the federal

threshold established in the FAR in accordance with 2 C.F.R. 200.320(a)(1)(iv) and (v). *2 C.F.R. 200.320(a)(1)(iii)*

Districts may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of 2 C.F.R. 200.320. The district may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the federal agency or pass-through entity and auditors in accordance with 2 C.F.R. 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

1. A qualification as a low-risk auditee, in accordance with the criteria in 2 C.F.R. 200.520 for the most recent audit.
2. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
3. For public institutions, a higher threshold is consistent with state law.

2 C.F.R. 200.320(a)(1)(iv)

Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The district must submit a request that includes the requirements in 2 C.F.R. 200.320(a)(1)(iv). The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes. *2 C.F.R. 200.320(a)(1)(v)*

Simplified Acquisitions — Procedures

The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the federal agency, the district may exercise judgment in determining what number is adequate. *2 C.F.R. 200.320(a)(2)(i)*

Simplified Acquisitions — Thresholds

“Simplified acquisition threshold” means the dollar amount below which a district may purchase property or services using small purchase methods. Districts adopt small purchase procedures in order to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold for procurement activities administered under federal awards is set by the FAR at 48 C.F.R. Part 2, Subpart 2.1 [see below]. The district is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR. *2 C.F.R. 200.1, .320(a)(2)(ii)*

Simplified acquisition threshold means $350,000, except as otherwise provided by 48 C.F.R. 2.101. *48 C.F.R. 2.101*

Formal Procurement Methods

Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the district. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the district in accordance with 2 C.F.R.200.320(a)(2)(ii) [Simplified Acquisitions — Thresholds, above].

Sealed Bids

Sealed bids are a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

For sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

If sealed bids are used, the following requirements apply:

1. Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the federal agency, the district may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
2. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
4. A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the

invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the district determines they are a valid factor based on prior experience.

5. The district must document and provide a justification for all bids it rejects.

2 C.F.R. 200.320(b)(1)

Proposals

Proposals are a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

2. The district must have written procedures for conducting technical evaluations and making selections.

3. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the district considering price and other factors.

4. The district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

2 C.F.R. 200.320(b)(2)

Noncompetitive Procurement

There are specific circumstances in which the district may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies;

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The procurement transaction can only be fulfilled by a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

4. The district requests in writing to use a noncompetitive procurement method, and the federal agency or pass-through entity provides written approval; or

5. After soliciting several sources, competition is determined inadequate.

2 C.F.R. 200.320(c)

Procurement Arrangements Using Strategic Sourcing

When appropriate for the procurement or use of common or shared goods and services, districts are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of 2 C.F.R. Part 200. *2 C.F.R. 200.318(e)*

Small, Minority, Women's, and Veteran-Owned Businesses

When possible, the district should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. Such consideration means:

1. These business types are included on solicitation lists;

2. These business types are solicited whenever they are deemed eligible as potential sources;

3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring a contractor under a federal award to apply items 1 through 5 above to subcontracts.

2 C.F.R. 200.321

Domestic Preference

The district should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 C.F.R. 200.322 must be included in all subawards, contracts, and purchase orders under federal awards.

For purposes of this provision:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R. 200.322

Pre-procurement Review

When requested, the district must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the federal agency or pass-through entity for pre-procurement review. The federal agency or pass-through entity may conduct a pre-procurement review when:

1. The district's procurement procedures or operation fails to comply with the procurement standards in 2 C.F.R. Part 200;

2. The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

3. The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;

4. The procurement is expected to exceed the simplified acquisition threshold, and sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

2 C.F.R. 200.325(b)

Contract Cost and Price

The district must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, districts should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the district must make independent estimates before receiving bids or proposals.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the district under 2 C.F.R. Part 200, Subpart E. The district may reference its own cost principles as long as they comply with 2 C.F.R. Part 200, Subpart E.

The district must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

2 C.F.R. 200.324

Contract Provisions

The district's contracts must contain the applicable provisions described in appendix II of 2 C.F.R. Part 200. *2 C.F.R. 200.327*

Suspension and Debarment

Districts are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 C.F.R. Part 180. These regulations restrict making federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in federal awards. *2 C.F.R. 200.214*

Remedies for Noncompliance

The federal agency or pass-through entity may implement specific conditions if the district fails to comply with the U.S. Constitution, federal statutes, regulations, or terms and conditions of the federal award. See 2 C.F.R. 200.208 for additional information on specific conditions. When the federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the federal agency or pass-through entity may take one or more of the following actions:

1. Temporarily withhold payments until the district takes corrective action.

2. Disallow costs for all or part of the activity associated with the noncompliance of the district.

3. Suspend or terminate the federal award in part or in its entirety.

4. Initiate suspension or debarment proceedings as authorized in 2 C.F.R. Part 180 and the federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the federal agency.

5. Withhold further federal funds (new awards or continuation funding) for the project or program.

6. Pursue other legally available remedies.

2 C.F.R. 200.339

Travel Costs

Travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the district. These costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the district's other activities and in accordance with the district's established written policies.

In the absence of an established written policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11 (Travel and Subsistence Expenses; Mileage Allowances), by the administrator of general services, or by the president (or their designee) pursuant to any provisions of such subchapter must apply to travel under federal awards [48 C.F.R. 31.205-46(a)].

2 C.F.R. 200.475(a), (d)

Property Standards

Federally Owned Property

Title to federally owned property remains vested in the federal government. The district must submit an inventory listing of federally owned property in its custody to the federal agency or pass-through entity on an annual basis. The district must request disposition instructions from the federal agency of pass-through entity upon completion of the federal award or when the property is no longer needed.

Exempt property means property acquired under the federal award where the federal agency has chosen to vest title to the property to the district without further responsibility to the federal government. The federal agency may only exercise this option when permitted by federal statute and set forth in the terms and conditions of the

federal award. Absent statutory authority and specific terms and conditions of the federal award, the title to exempt property acquired under the federal award remains with the federal government.

2 C.F.R. 200.312(a), (c)

Property Trust Relationship

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the district as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The federal agency or pass-through entity may require the district to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property. *2 C.F.R. 200.316*

Real Property

Subject to the requirements and conditions set forth in 2 C.F.R. 200.311, title to real property acquired or improved under the federal award will vest upon acquisition in the district.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. While the property is being used for the originally authorized purpose, the district must not dispose of or encumber its title or other interests except as provided by the federal agency. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

When an appraisal of real property is required and obtained by the district, it must be conducted by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the district as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) except as provided in the implementing regulations at 49 C.F.R. Part 24, “Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.”

When real property is no longer needed for the originally authorized purpose, the district must obtain disposition instructions from the federal agency or pass-through entity. The instructions must specify one of the following disposition methods:

1. Retain title after compensating the federal agency an amount determined under 2 C.F.R. 200.311(c)(1).

2. Sell the property and compensate the federal agency an amount determined under 2 C.F.R. 200.311(c)(2).

3. Transfer title to the federal agency or a third party designated/approved by the federal agency with the federal agency paying the district an amount determined under 2 C.F.R. 200.311(c)(3).

2 C.F.R. 200.311

Equipment

Title and Use

Title to equipment acquired under the federal award will vest upon acquisition in the district subject to the conditions of 2 C.F.R. 200.313. This title must be a conditional title unless a federal statute specifically authorizes the federal agency to vest title in the district without further responsibility to the federal government (and the federal agency elects to do so). A conditional title means a clear title is withheld by the federal agency until conditions and requirements specified in the terms and conditions of a federal award have been fulfilled. Title for equipment vested in a district is subject to the following conditions:

1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

2. While the equipment is being used for the originally authorized purpose, the district must not dispose of or encumber its title or other interests without the approval of the federal agency or pass-through entity.

3. Use and dispose of the property in accordance with the provisions below.

The district must use equipment for the project or program for which it was acquired and for as long as needed in accordance with 2 C.F.R. 200.313(c).

Regardless of whether equipment is acquired in part or in its entirety under the federal award, the district must manage equipment (including replacement equipment) utilizing procedures that meet the requirements of 2 C.F.R. 200.313(d).

Disposition

If the district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When equipment acquired under a federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a federal agency, the district must request disposition instructions from the federal agency or pass-through entity if required by the terms and conditions of the federal award. Disposition of the equipment will be made as prescribed in

	2 C.F.R. 200.313(e), in accordance with federal agency or pass-through entity disposition instructions. *2 C.F.R. 200.313*
Supplies	Title to supplies acquired under the federal award will vest upon acquisition in the district. When there is a residual inventory of unused supplies exceeding $10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other federal award, the district may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having been used or opened before. The federal agency or pass-through entity is entitled to compensation in an amount calculated under 2 C.F.R. 200.314(a). *2 C.F.R. 200.314(a)*
Intangible Property	Title to intangible property acquired under a federal award vests upon acquisition in the district. The district must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. 200.313(e). *2 C.F.R. 200.315(a)*
Foreign Telecommunications Equipment	Recipients and subrecipients are prohibited from obligating or expending loan or grant funds in violation of 2 C.F.R. 200.216(a).
Direct Grant Programs	The regulations in 34 C.F.R. Part 75 apply to each direct grant program of the ED, except as specified in the regulations for direct formula grant programs, as referenced in 34 C.F.R. 75.1(c)(3). *34 C.F.R. 75.1*
State-Administered Programs	The regulations in 34 C.F.R. Part 76 apply to each state-administered formula grant program of the ED. *34 C.F.R. 76.1*
General Education Provision Act	The regulations in 34 C.F.R. Part 81 govern the enforcement of legal requirements under applicable programs administered by the ED and implement Part E of the General Education Provisions Act (GEPA). *34 C.F.R. 81.1*

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[1] TEA EDGAR Materials and Resources: https://tea.texas.gov/Finance_and_Grants/Grants/EDGAR_Materials_and_Resources/
[2] ED EDGAR website: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html
[3] ED Uniform Guidance website: https://www2.ed.gov/policy/fund/guid/uniform-guidance/index.html

Authorized Expenditures

A district shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ)*

A district shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. Nor shall a district pay or authorize the payment of any claim against the district under any agreement or contract made without authority of law. *Tex. Const. Art. III, Sec. 53; Harlingen Indep. Sch. Dist. v. C.H. Page & Bro., 48 S.W.2d 983 (Tex. Comm'n App. 1932)*

The public school funds may not be spent except as provided by Education Code 45.105. The state and county available funds may be used only for the payment of teachers' and superintendents' salaries and interest on money borrowed on short time to pay those salaries that become due before school funds for the current year become available. Loans for the purpose of payment of teachers may not be paid out of funds other than those for the current year.

Local school funds from district taxes, tuition fees of students not entitled to a free education, other local sources, and state funds not designated for a specific purpose may be used for the purposes listed above for state and county available funds and for purchasing appliances and supplies; paying insurance premiums; paying janitors and other employees; buying school sites; buying, building, repairing, and renting school buildings, including acquiring school buildings and sites by leasing through annual payments with an ultimate option to purchase [see CHG]; providing advising support as described by Education Code 48.0035(1) and educating students as described by Education Code 48.0035(2) [see EHDD]; and, except as provided below, for other purposes necessary in the conduct of the public schools as determined by the board.

Exception

Notwithstanding any other law, federal, state, or local funding, including funding under Chapters 46, 48, and 49, may not be used to initiate or maintain any action or proceeding against the state or an agency or officer of the state, including an action or proceeding that includes a claim of ultra vires conduct, except that funds may be used for an action or proceeding that is specifically authorized by a provision of the Education Code or by Government Code 2001.038 (Declaratory judgments under the Administrative Procedures Act).

Education Code 45.105(a)-(c), (c-1)

Fiscal Year

The fiscal year of a district begins on July 1 or September 1 of each year, as determined by the board. *Education Code 44.0011*

Budget Preparation

On or before the date set by the State Board of Education (SBOE), a superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of a district for the following fiscal year. The budget must be prepared according to generally accepted accounting principles, rules adopted by the SBOE, and adopted policies of the board of trustees. *Education Code 44.002; 19 TAC 109.1(a), .41, .5001*

Funds for Accelerated Instruction

A district that is required to provide accelerated instruction under Education Code 29.081(b-1) [see EHBCA] shall separately budget sufficient funds, including funds under Education Code 48.104, for that purpose. *Education Code 29.081(b-2)*

Itemization of Certain Expenditures

The proposed budget of a district must include, in a manner allowing for as clear a comparison as practicable between those expenditures in the proposed budget and actual expenditures for the same purpose in the preceding year, a line item indicating expenditures for:

1. Notices required by law to be published in a newspaper by the district or a representative of the district; and
2. Directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code 305.002.

Local Gov't Code 140.0045

Public Meeting on Budget and Proposed Tax Rate

When the budget has been prepared, the board president shall call a board meeting for the purpose of adopting a budget for the succeeding fiscal year. Any taxpayer of a district may be present and participate in the meeting. *Education Code 44.004(a), (f)* [See CCG for provisions governing tax rate adoption.]

The meeting must comply with the notice requirements of the Open Meetings Act. *Gov't Code 551.041, .043* [See BE]

Published Notice

The board president shall provide for publication of notice of the budget and proposed tax rate meeting in accordance with Education Code 44.004. [For specific requirements regarding the form, contents, and publication of the notice, see CCG(LEGAL).]

Publication of Proposed Budget Summary

Concurrently with the publication of notice of the budget under Education Code 44.004, a district shall post a summary of the proposed budget on the school district's internet website or, if the district has no internet website, in the district's central administrative office.

The budget summary must include a comparison to the previous year's actual spending and information relating to per student and aggregate spending on:

1. Instruction;
2. Instructional support;
3. Central administration;
4. District operations;
5. Debt service; and
6. Any other category designated by the commissioner.

Education Code 44.0041

Budget Adoption

The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the succeeding fiscal year. The budget must be adopted before the adoption of the tax rate for the tax year in which the fiscal year covered by the budget begins. *Education Code 44.004(f)-(g)*

Appendix for Tax Rate Calculation Forms

The board shall include as an appendix to the district's budget for a fiscal year the tax rate calculation forms used by the designated officer or employee of the district to calculate the no-new-revenue tax rate and the voter-approval tax rate of the district for the tax year in which the fiscal year begins. *Tax Code 26.04(e-5)* [See CCG]

Districts with July 1 Fiscal Year

A district with a fiscal year beginning July 1 may use the certified estimate of the taxable value of district property [see CCG] in preparing the required notice if the district does not receive the certified appraisal roll on or before June 7. A district that uses a certified estimate may adopt a budget at the public meeting designated in the published notice prepared using the estimate, but the district may not adopt a tax rate before the district receives the certified appraisal roll for the district. *Education Code 44.004(h)-(i)*

Budget Adoption After Tax Rate Adoption

Notwithstanding Education Code 44.004(g), (h), and (i), above, a district may adopt a budget after the district adopts a tax rate for the tax year in which the fiscal year covered by the budget begins if the district elects to adopt a tax rate before receiving the certified appraisal roll for the district. If a district elects to adopt a tax rate before adopting a budget, the district must publish notice and hold a meeting for the purpose of discussing the proposed tax rate. Following adoption of the tax rate [see CCG], the district must publish notice and hold another public meeting before the district may adopt a budget. The comptroller shall prescribe the language and format to be used in the notices. The district may use the certified

estimate of taxable value in preparing a notice under this provision. *Education Code 44.004(j)*

Publication of Adopted Budget

On final approval of the budget by the board, the district shall post on the district's internet website a copy of the budget adopted by the board. The district's website must prominently display the electronic link to the adopted budget. A district shall maintain the adopted budget on the district's website until the third anniversary of the date the budget was adopted. *Education Code 44.0051*

On or before a date set by the SBOE, the budget must be filed with the Texas Education Agency according to rules established by the SBOE. *Education Code 44.005*

Internet Posting of Tax Rate and Budget Information

Each district shall maintain an internet website or have access to a generally accessible internet website that may be used for the purposes of these provisions. Each district shall post or cause to be posted on the internet website the following information in a format prescribed by the comptroller:

1. The name of each member of the board;
2. The mailing address, email address, and telephone number of the district;
3. The official contact information for each member of the board, if that information is different from the information described by item 2;
4. The district's budget for the preceding two years;
5. The district's proposed or adopted budget for the current year;
6. The change in the amount of the district's budget from the preceding year to the current year, by dollar amount and percentage;
7. The tax rate for maintenance and operations adopted by the district for the preceding two years;
8. The interest and sinking fund tax rate adopted by the district for the preceding two years;
9. The tax rate for maintenance and operations proposed by the district for the current year;
10. The interest and sinking fund tax rate proposed by the district for the current year; and
11. The most recent financial audit of the district.

Tax Code 26.18

Effect of Adopted Budget and Amendment

Public funds of the district may not be spent in any manner other than as provided for in the budget adopted by the board, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed in accordance with SBOE rules. *Education Code 44.006*

Spending Violation/Offense

A trustee who votes to approve any expenditure of school funds in violation of a provision of the Education Code, for a purpose for which those funds may not be spent, or in excess of the item or items appropriated in the adopted budget or a supplementary or amended budget commits an offense. *Education Code 44.052(c)*

Certain Donations

A district may donate funds or other property or service to the adjutant general's department, the Texas National Guard, or the Texas State Guard. *Gov't Code 437.111(b), .252, .304(a)*

Commitment of Current Revenue

A contract for the acquisition, including lease, of real or personal property is a commitment of a district's current revenue only, provided the contract contains either or both of the following provisions:

1. Retains to a board the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. Is conditioned on a best-efforts attempt by the board to obtain and appropriate funds for payment of the contract.

Local Gov't Code 271.903

Prohibited Uses of Resources

Improvements to Real Property

Except as provided below or by Education Code 45.109(a-1), (a-2), or (a-3) [see CX], the board may not enter into an agreement authorizing the use of school district employees, property, or resources for the provision of materials or labor for the design, construction, or renovation of improvements to real property not owned or leased by the district.

This provision does not prohibit the board from entering into an agreement for the design, construction, or renovation of improvements to real property not owned or leased by the district if the improvements benefit real property owned or leased by the district. Benefits to real property owned or leased by the district include the design, construction, or renovation of highways, roads, streets, sidewalks, crosswalks, utilities, and drainage improvements that serve or benefit the real property owned or leased by the district.

Education Code 11.168

Hotels	The board may not impose taxes; issue bonds; use or authorize the use of district employees; use or authorize the use of district property, money, or other resources; or acquire property for the design, construction, renovation, or operation of a hotel. The board may not enter into a lease, contract, or other agreement that obligates the board to engage in an activity prohibited by this provision or obligates the use of district employees or resources in a manner prohibited by this provision. "Hotel" means a building in which members of the public obtain sleeping accommodations for consideration. The term includes a motel. *Education Code 11.178*
Electioneering	For restrictions on using district funds for electioneering, see BBBD.

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

Required Vendor Disclosures

Disclosure of Interested Parties

A district may not enter into a contract described below with a business entity unless the business entity submits a disclosure of interested parties to the district at the time the business entity submits the signed contract to the district.

The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least $1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.

Gov't Code 2252.908

A contract does not require an action or vote by the board if the board has legal authority to delegate to its staff the authority to execute the contract, the board has delegated this authority, and the board does not participate in the selection of the business entity with which the contract is entered into. *1 TAC 46.1(c)*

Exclusions

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.

Gov't Code 2252.908(c)(4)-(6)

Required Form

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (TEC) that includes a list of each interested party for the contract of which the contracting business entity is aware; and a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the form set out in Government Code 2252.908(e)(2). *Gov't Code 2252.908(e); 1 TAC 46.5(a)*

The certification of filing and the completed disclosure of interested parties form generated by TEC's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the district that is the party to the contract for which the form is being filed. *1 TAC 46.5(b)*

Deadline

A district that receives a completed disclosure of interested parties form and certification of filing shall notify TEC, in an electronic format prescribed by TEC, of the receipt of those documents not later than the 30th day after the date the board receives the disclosure. *1 TAC 46.5(c); Gov't Code 2252.908(f)*

Contract Voidable

A contract subject to this requirement entered into by a district is voidable for failure to provide the required disclosure of interested parties only if:

1. The district submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
2. The business entity fails to submit to the district the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

Gov't Code 2252.908(f-1)

Contract Changes

The disclosure requirements do not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract except as set out below.

The disclosure requirements apply to a change made to an existing contract, including an amendment, change order, or extension of a contract if:

1. A disclosure of interested parties form was not filed for the existing contract; and either the changed contract requires an action or vote by the board or the value of the changed contract is at least $1 million; or
2. The business entity submitted a disclosure of interested parties form to the district that is a party to the existing contract; and either there is a change to the disclosure; or the changed contract requires an action or vote by the board; or the value of the changed contract is at least $1 million greater than the value of the existing contract.

1 TAC 46.4

Definitions

"Contract" means a contract between a board and a business entity at the time it is voted on by the board or at the time it binds the board, whichever is earlier, and includes an amended, extended, or renewed contract. *1 TAC 46.3(a)*

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. The term includes an entity through which business is conducted with a district, regardless of whether the en-

tity is a for-profit or nonprofit entity, and does not include a governmental entity or state agency. *Gov't Code 2252.908(a)(1); 1 TAC 46.3(b)*

"Interested party" means a person who has a controlling interest in a business entity with whom a district contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. *Gov't Code 2252.908(a)(3); 1 TAC 46.3(d), (e)*

"Controlling interest" means:

1. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
2. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
3. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. This provision does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

1 TAC 46.3(c)

"Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature. *1 TAC 46.3(f)*

"Value" of a contract is based on the amount of consideration received or to be received by the business entity from the district under the contract. *1 TAC 46.3(g)*

Conflict of Interest Questionnaire

Note: See BBFA for additional information applicable to disclosures under Local Government Code Chapter 176, including:

- Definitions;
- Conflicts disclosure statements required to be filed by certain local government officers, including vendors who are also local government officers; and
- Internet posting requirements for conflicts disclosure statements and questionnaires.

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A);

2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1); or

3. Has a family relationship with a local government officer of the district.

Local Gov't Code 176.006(a)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

1. The date that the vendor:

   a. Begins discussions or negotiations to enter into a contract with a district;

   b. Submits to the district an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the district; or

2. The date the vendor becomes aware:

   a. Of an employment or other business relationship with a local government officer, or a family member of the officer described by Local Government Code 176.006(a);

   b. That the person has given one or more gifts described by Local Government Code 176.006(a); or

   c. Of a family relationship with a local government officer.

Local Gov't Code 176.006(a-1)

Electronic Filing

The requirements of Local Government Code Chapter 176, including signature requirements, may be satisfied by electronic filing in a form approved by the TEC. *Local Gov't Code 176.008*

Updating Incomplete or Inaccurate Questionnaires

A vendor shall file an updated completed questionnaire with the appropriate records administrator not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate. *Local Gov't Code 176.006(d)*

Validity of Contract

The validity of a contract between a vendor and the district is not affected solely because the vendor fails to comply with these requirements. *Local Gov't Code 176.006(i)*

Violations

A vendor commits an offense if the vendor is required to file a conflict of interest questionnaire under Local Government Code 176.003 and either:

1. Knowingly fails to file the required questionnaire with the appropriate records administrator not later than 5:00 p.m. on the seventh business day after the date on which the vendor becomes aware of the facts that require the filing of the questionnaire; or

2. Knowingly fails to file an updated questionnaire with the appropriate records administrator not later than 5:00 p.m. on the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in a questionnaire previously filed by the vendor incomplete or inaccurate.

It is an exception to the application of this provision that the vendor filed the required questionnaire not later than the seventh business day after the date the vendor received notice from the district of the alleged violation.

A board may, at its discretion, declare a contract void if the board determines that a vendor failed to file a conflict of interest questionnaire required by Local Government Code 176.006.

Local Gov't Code 176.013(b), (e), (g)

Prohibited Activities by Vendors

"Vendor" means a company, individual, contractor, subcontractor, or professional services provider with whom a district enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services.

A vendor that bids on or receives a contract from a district commits an offense if any individual serving on the board of the district:

1. Has a substantial interest in the vendor or a subcontractor hired by a vendor;

2. Is related in the second degree by consanguinity or affinity, as determined under Government Code Chapter 573 (Nepotism) to an individual who has a substantial interest in the vendor; or

3. Has received or has been promised a gift or in-kind services with a value of more than $250.

An individual has a substantial interest in a vendor if the individual:

1. Owns more than 10 percent of the voting interest in the vendor; or

2. Has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10 percent of the profits, proceeds, or capital gains of the vendor.

A first offense is a Class C misdemeanor, a second offense is a Class B misdemeanor, a third offense is a Class A misdemeanor, and a fourth or subsequent offense is a state jail felony. Any offense is a state jail felony if the vendor directly or indirectly through a third party compensated the individual serving on the board with money, gifts, or in-kind services as consideration for the district entering into a contract with the vendor.

Education Code 11.067

Required Contract Provisions

Boycott Prohibitions

Israel

A district may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it does not boycott Israel and will not during the term of the contract.

The requirement above applies only to a contract that:

1. Is between a district and a company with 10 or more full-time employees; and

2. Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the district.

Gov't Code 2271.002

"Boycott Israel" has the meaning assigned by Government Code 808.001.

"Company" has the meaning assigned by Government Code 808.001, except that the term does not include a sole proprietorship.

Gov't Code 2271.001(1), (2)

Energy Companies

A district may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The requirement above applies only to a contract that:

1. Is between a district and a company with 10 or more full-time employees; and

2. Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the district.

The requirement above does not apply to a district that determines the requirements are inconsistent with the district's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Gov't Code 2276.002

"Boycott energy company" has the meaning assigned by Government Code 809.001.

"Company" has the meaning assigned by Government Code 809.001, except that the term does not include a sole proprietorship.

Gov't Code 2276.001(1), (2)

No Discrimination Against Firearm and Ammunition Industries

A district may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

The requirement above applies only to a contract that:

1. Is between a district and a company with at least 10 full-time employees; and

2. Has a value of $100,000 or more that is paid wholly or partly from public funds of the district.

The requirement above does not apply to a district that contracts with a sole-source provider or does not receive bids from a company that is able to provide the required written verification.

Gov't Code 2274.002

[For definitions, see Government Code 2274.001.]

Retention of Contracting Information

Application

These provisions apply to a contract that:

1. Has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the district; or

2. Results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the district in a fiscal year of the district.

A board may not accept a bid for a contract described above or award the contract to an entity that the board has determined has knowingly or intentionally failed to comply with Government Code Chapter 552, Subchapter J (Additional Provisions Relating to Contracting Information) in a previous bid or contract described above unless the board determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of that subchapter. [For additional information and requirements, see GBA and GBAA.]

Requirements

A contract described above must require a contracting entity to:

1. Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the district for the duration of the contract;

2. Promptly provide to the district any contracting information related to the contract that is in the custody or possession of the entity on request of the district; and

3. On completion of the contract, either:

    a. Provide at no cost to the district all contracting information related to the contract that is in the custody or possession of the entity; or

    b. Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the district.

Bid and Contract Language

Except as described at Exception, below, a bid for a contract described above and the contract must include the following statement: “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include “bid” or “contract” as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Notice of Noncompliance

A board that is the party to a contract described above shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of Government Code Chapter 552, Subchapter J applicable to the entity. The notice must:

1. Be in writing;

2. State the requirement that the entity has violated; and

3. Unless the exception described below applies, advise the entity that the board may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the board provides the notice.

Contract Termination

Except as provided below, a governmental body may terminate a contract described above if:

1. The board provides the required notice to the entity that is party to the contract;
2. The contracting entity does not cure the violation in the prescribed period;
3. The board determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of Government Code Chapter 552, Subchapter J; and
4. The board determines that the entity has not taken adequate steps to ensure future compliance with the requirements of that subchapter.

An entity has taken adequate steps to ensure future compliance with Government Code Chapter 552, Subchapter J if:

1. The entity produces contracting information requested by the board that is in the custody or possession of the entity not later than the 10th business day after the date the board makes the request; and
2. The entity establishes a records management program to enable the entity to comply with Government Code Chapter 552, Subchapter J.

Exception

A board may not terminate a contract under these provisions if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Gov't Code 552.371(a), .372-.374 [See GBA]

Prohibitions

Entertainment Event Contracts

A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void. *Gov't Code 552.104(c)* [See GBA for information related to competition or bidding.]

Taxpayer Resource Transactions

A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider or an abortion assistance entity for the purpose of providing an abortion or abortion assistance. *Gov't Code 2273.003(a)*

A district may not enter into a taxpayer resource transaction or appropriate or spend money to provide to any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Logistical support includes providing money for child care; travel or any form of transportation to or from an abortion provider; lodging; food or food preparation; counseling that encourages a woman to have an abortion; and any other service that facilitates the provision of an abortion. *Gov't Code 2273.0031(a)*

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Gov't Code 2273.001(3), (5)

Lobbying Restriction — Tobacco Education Grant Funds

A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);

3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or

4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Gov't Code 403.1067(a)

Contracts with Listed Companies

A district may not enter into a governmental contract with a company identified on a list prepared and maintained under Government Code 806.051 (now Government Code 2270.0201) (companies with business operations in Sudan), 807.051 (now Government Code 2270.0102) (companies with business operations in Iran), and 2252.153 (companies known to have contracts with or provide supplies or services to foreign terrorist organization). *Gov't Code 2252.152*

"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. The term includes a contract to obtain professional services subject to Government Code 2254. *Gov't Code 2252.151(3)*

Certain Library Material Vendors

A district may not purchase library material from a library material vendor on the list created by the Texas Education Agency under Education Code 35.003(c). [See EFB] *Education Code 35.003(d)*

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

For information on mental health leave, quarantine leave, and line of duty leave for peace officers, see DEC.

Powers and Duties

Code of Criminal Procedure

Any peace officer commissioned by the board must meet all minimum standards for peace officers established by the Texas Commission on Law Enforcement (TCOLE). *Education Code 37.081(h)*

Officers commissioned by a board are peace officers. *Code of Criminal Procedure 2A.001(8)*

It is the duty of every peace officer to preserve the peace within the officer's jurisdiction. To effect this purpose, the officer shall use all lawful means. *Code of Criminal Procedure 2A.051(1)*

The peace officer shall perform the duties listed in Code of Criminal Procedure 2A.051.

Determined by the Board

A district peace officer shall perform law enforcement duties for the district as determined by the board. *Education Code 37.081(d), (d-1)* [See CKE(LEGAL)]

The board may authorize any officer commissioned by the board to enforce rules adopted by the board. Education Code Chapter 37, Subchapter D (protection of buildings and grounds) is not intended to restrict the authority of each district to adopt and enforce appropriate rules for the orderly conduct of the district in carrying out its purposes and objectives or the right of separate jurisdiction relating to the conduct of its students and personnel. *Education Code 37.103*

In a peace officer's jurisdiction, a peace officer commissioned by the board:

1. Has the powers, privileges, and immunities of peace officers;
2. May enforce all laws, including municipal ordinances, county ordinances, and state laws;
3. May take a child into custody in accordance with Family Code Chapter 52 [see GRA] or Code of Criminal Procedure 45A.453; and
4. May dispose of cases in accordance with Family Code 52.03 or 52.031.

Education Code 37.081(b); Family Code 52.01(a)(3)

The board shall determine the scope of the on-duty and off-duty law enforcement activities of district peace officers. A district must authorize in writing any off-duty law enforcement activities performed by a district peace officer.

A district peace officer may provide assistance to another law enforcement agency. A district may contract with a political subdivision for the jurisdiction of a district peace officer to include all territory in the jurisdiction of the political subdivision.

Education Code 37.081(c), (e)

Public Information Officer for Emergency Communications

The district police department shall employ or appoint a person whose duties include communicating with the public during a disaster regarding the disaster as the department's public information officer. The public information officer must obtain certification in emergency communications from the Texas Division of Emergency Management and complete continuing education on emergency communications under Government Code Chapter 418, Subchapter K. [For more information about the training required for public information officers, see CK.] *Gov't Code 411.3735(a), (b)*

Chief of Police

The chief of police of a district police department shall be accountable to the superintendent and shall report to the superintendent. District police officers shall be supervised by the district chief of police or the chief's designee and shall be licensed by TCOLE. *Education Code 37.081(f)*

Reserve Police Officers

The board may authorize the chief of police to appoint reserve police officers for the district. The board may limit the number of reserve police officers the chief may appoint.

Chief of Police Discretion

A reserve police officer serves at the discretion of the chief of police and may be called into service at any time that the chief considers it necessary to have additional officers to preserve the peace and enforce the law.

Authority

The chief of police may authorize a reserve police officer who holds a permanent peace officer license issued under Occupations Code 1701 (peace officers) to carry a weapon or act as a peace officer at all times or may limit the authority of the reserve police officer to carry a weapon or act as a peace officer to only those times during which the reserve police officer is engaged in the actual discharge of official duties.

A reserve police officer who does not hold a permanent peace officer license issued under Occupations Code 1701 (peace officers) may act as a peace officer only if the officer has fulfilled all applicable continuing education and training requirements under Occupa-

tions Code 1701.351 and 1701.3525 and during the actual discharge of official duties.

Rights, Privileges, and Duties

A reserve police officer on active duty at the call of the chief of police and actively engaged in assigned duties has the same rights, privileges, and duties as any other peace officer of the state.

A reserve police officer is not exempt from Occupations Code 1702 (private security).

Ineligibility for Benefits

A reserve police officer is not eligible for participation in any program provided by TEA or the board that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers.

Education Code 37.0816

Oath and Bond

A peace officer assigned to duty and commissioned by a board shall take and file the oath required of peace officers and shall execute and file a bond in the sum of $1,000, payable to the board, with two or more sureties, conditioned that the peace officer will fairly, impartially, and faithfully perform all the duties that may be required of the peace officer by law. *Education Code 37.081(h)*

Preemployment Procedures

Before a law enforcement agency may hire a person licensed under Occupations Code 1701 (law enforcement officers), the agency must, on a form and in the manner prescribed by the TCOLE:

1. Obtain the person's written consent for the agency to review the information required to be reviewed under Occupations Code 1701.451;
2. Request from TCOLE and any other applicable person information required to be reviewed under Occupations Code 1701.451; and
3. Submit to TCOLE confirmation that the agency, to the best of the agency's ability before hiring the person:
    a. Contacted each entity or individual necessary to obtain the information required to be reviewed under Occupations Code 1701.451; and
    b. Except as provided below, obtained and reviewed as related to the person, as applicable, the information listed in Occupations Code 1701.451(a)(3)(B).

Confirmation Form

The head of a law enforcement agency or the agency head's designee shall review and sign each confirmation form required under Occupations Code 1701.451 before submission to TCOLE. The failure of an agency head or the agency head's designee to comply

with this subsection constitutes grounds for suspension of the agency head's license under Occupations Code 1701.501.

The confirmation form submitted to TCOLE is not confidential and is subject to disclosure under Government Code Chapter 552 (Public Information Act).

Exception

If an entity or individual contacted for information required to be reviewed under Occupations Code 1701.451 refused to provide the information or did not respond to the request for information, the confirmation submitted to TCOLE must document the manner of the request and the refusal or lack of response.

Duty to Provide Information

If a law enforcement agency receives from a law enforcement agency a request for information under Occupations Code 1701.451 and the person's consent on the forms and in the manner prescribed by TCOLE, the agency shall provide the information to the requesting agency.

Occupations Code 1701.451

Reporting Requirements

When a person licensed by TCOLE separates from an agency, the agency shall, within 7 business days:

Separation Report

1. Submit a separation report (Form F5) to TCOLE; and
2. Provide a copy to the licensee in a manner prescribed by Occupations Code 1701.452 (Employment Termination Report).

37 TAC 217.7(b)

An agency must retain records kept under 37 Administrative Code 217.7 while the person is appointed and for a minimum of five years after the licensee's separation date with that agency. The records must be maintained under the control of the agency head or designee in a format readily accessible to TCOLE. *37 TAC 217.7(d)*

Misconduct Investigation Report

The chief administrator of a law enforcement agency must submit a report of a completed investigation of an allegation of misconduct, as defined in the TCOLE model policy required by Occupations Code 1701.4522(a)(1) [see Misconduct Investigation and Hiring, below], that may result in suspension, demotion, or termination of the licensee on a form prescribed by TCOLE:

1. For alleged criminal misconduct for which criminal charges are filed against a licensee, to TCOLE within 30 days after the investigation is completed on a form; and

2. For alleged administrative misconduct, to TCOLE in a timely manner, but not later than 30 days after the licensee's separation from the law enforcement agency.

If the investigative findings or disciplinary action taken are appealed, the chief administrative officer must notify TCOLE that the matter is under appeal and notify TCOLE of the disposition of an appeal within 30 days after receipt of the decision.

The chief administrator must include documentation of the completed investigation in the licensee's personnel or department file, as appropriate. *37 TAC 211.29(o)*

Personnel File

The chief administrator of a law enforcement agency must maintain a personnel file and department file for each licensee appointed with the law enforcement agency and submit to TCOLE a complete copy of the personnel file of a licensee within 30 days after separation of the licensee from the law enforcement agency in a manner prescribed by TCOLE and upon request as part of an ongoing investigation relating to the licensee. *37 TAC 211.29(p)*

Memoranda of Understanding

A district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies. *Education Code 37.081(g)*

Required Policies

Use of Force/Duty to Render Aid

Not later than the 180th day after the date TCOLE provides the model policies described by Occupations Code 1701.269(b), each law enforcement agency in this state shall adopt a policy on the topics described by that subsection. A law enforcement agency may adopt the model policies developed by TCOLE under that subsection. *Occupations Code 1701.270*

Medical and Psychological Exams

Each law enforcement agency in this state shall adopt the model policy described by Occupations Code 1701.167(a) or a substantively similar policy. A policy adopted by a law enforcement agency under that subsection must be submitted to TCOLE, and the commission shall maintain a copy of the policy. *Occupations Code 1701.167(b)*

Active Shooter Incident

A law enforcement agency must have an active shooter policy, including a detailed written policy based on current best practices for responding to an active shooter incident at a primary or secondary school facility and a recommendation for the frequency at which simulated emergency drills should be conducted, in accordance with minimum standards established by TCOLE. *Occupations Code 1701.163*

Misconduct Investigation and Hiring

A law enforcement agency shall adopt the model policy adopted by TCOLE as described by Occupations Code 1701.4522(a) or a substantively similar policy establishing procedures applicable to a law enforcement agency investigating alleged misconduct by a license holder employed by the agency and hiring a license holder. A policy adopted by a law enforcement agency in accordance with the requirements of Occupations Code 1701.4522 must be submitted to TCOLE and TCOLE shall maintain a copy of the policy. *Occupations Code 1701.4522(a), (d)*

Note: TCOLE model policies, including those described above, are available on the TCOLE Model Policies website.[1] The TCOLE forms are available on the TCOLE Forms and Applications website.[2]

Access to Breaching Tool and Ballistic Shield

A law enforcement agency must make available to officers at least one breaching tool and one ballistic shield in accordance with minimum standards established by TCOLE. *Occupations Code 1701.163* [For requirement that district campuses possess breaching tools and ballistic shields, see CSA.]

Donation of Surplus Law Enforcement Equipment to a School District

If the Texas Facilities Commission determines that the state's efforts to secure its international border and combat transnational crime will sufficiently benefit from the donation of the surplus motor vehicles and other law enforcement equipment of the Department of Public Safety to a school district located in an economically disadvantaged area of this state, it may transfer the property to the district at a price or for other consideration agreed to by the commission and the district.

A school district that receives surplus property may not sell the property before the second anniversary of the date the property is received and may not use the property for a purpose other than in the performance of law enforcement duties by peace officers, school resource officers, or security personnel as described by Education Code 37.081.

Gov't Code 2175.308

Drones

"Drone" means an unmanned aircraft, watercraft, or ground vehicle or a robotic device that:

1. Is controlled remotely by a human operator; or
2. Operates autonomously through computer software or other programming.

Each law enforcement agency that uses or intends to use a drone for law enforcement purposes shall:

1. Adopt a written policy regarding the agency's use of force by means of a drone, before the agency first uses a drone, and update the policy as necessary; and

2. Not later than January 1 of each even-numbered year, submit the policy to TCOLE in the manner prescribed by TCOLE.

Code of Criminal Procedure 2B.0253

[For additional information on unmanned aircraft systems, see GKA.]

Body-Worn Camera Programs

For the purpose of this provision, "body-worn camera" means a recording device that is capable of recording, or transmitting to be recorded remotely, video or audio; and worn on the person of a peace officer, which includes being attached to the officer's clothing or worn as glasses.

A law enforcement agency that operates a body-worn camera program shall adopt a policy for the use of body-worn cameras that must ensure that a body-worn camera is activated only for a law enforcement purpose and must include guidelines and provisions required by Occupations Code 2B.0106(b).

A policy may not require a peace officer to keep a body-worn camera activated for the entire period of the officer's shift.

A policy must require a peace officer who is equipped with a body-worn camera and actively participating in an investigation to keep the camera activated for the entirety of the officer's active participation in the investigation unless the camera has been deactivated in compliance with that policy.

Before a law enforcement agency may operate a body-worn camera program, the agency must provide training to peace officers who will wear the body-worn cameras and any other personnel who will come into contact with video and audio data obtained from the use of body-worn cameras.

Occupations Code 2B.0101(1), .0106, .0107

Prohibited Release of Recording

A law enforcement agency may not release any portion of a recording made in a private space, or of a recording involving the investigation of conduct that constitutes a misdemeanor punishable by fine only and does not result in arrest, without written authorization from the person who is the subject of that portion of the recording or, if the person is deceased, from the person's authorized representative.

A recording is confidential and excepted from the requirements of the Public Information Act if the recording was:

1. Not required to be made under Occupations Code Subchapter N or another law or under a policy adopted by the law enforcement agency; and

2. Does not relate to a law enforcement purpose.

"Private space" means a location in which a person has a reasonable expectation of privacy, including a person's home.

Occupations Code 2B.0101(1), .0112(f), (h)

Motor Vehicle Stops

A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including the information required by Code of Criminal Procedure 2B.0054(a).

The chief administrator of a law enforcement agency is responsible for auditing these reports to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Code of Criminal Procedure 2B.0054

A law enforcement agency shall compile and analyze the information contained in each report received by the agency. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to TCOLE. *Code of Criminal Procedure 2B.0055*

Civil Penalty

If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Code of Criminal Procedure 2B.0055, the department is liable to the state for a civil penalty in an amount not to exceed $5,000 for each violation. *Code of Criminal Procedure 2B.0058(a)*

Racial Profiling

A peace officer may not engage in racial profiling. *Code of Criminal Procedure 2B.0052*

Each law enforcement agency that employs peace officers who make traffic stops in the routine performance of the officer's official duties shall adopt a detailed written policy on racial profiling that complies with Code of Criminal Procedure 2B.0053(b). *Code of Criminal Procedure 2B.0053*

Mental Health Crisis or Substance Abuse Issue

A law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

1. There is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
2. It is reasonable to divert the person;
3. The offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and
4. The mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

This requirement does not apply to a person who is accused of specified offenses involving intoxication.

Code of Criminal Procedure 16.23

Administration of Epinephrine

A law enforcement agency may acquire and possess epinephrine delivery systems and a peace officer may possess and administer an epinephrine delivery system in accordance with Occupations Code Chapter 1701, Subchapter O. *Occupations Code 1701.702(a)* [See FFAC regarding district maintenance and administration of epinephrine delivery systems.]

An epinephrine delivery system is a medical delivery device approved by the United States Food and Drug Administration that delivers a dose of epinephrine intended for use to treat anaphylaxis, including an epinephrine auto-injector and an epinephrine nasal spray.

Occupations Code 1701.701(2-a)

Officer-Involved Injury or Death

"Officer-involved injury or death" means an incident during which a peace officer discharges a firearm causing injury or death to another.

Not later than the 30th day after the date of an officer-involved injury or death, the law enforcement agency employing an officer involved in the incident must complete and submit a written or electronic report to the office of the attorney general. The report must include all information required by Code of Criminal Procedure 2A.206(b).

Code of Criminal Procedure 2A.206

Not later than the 30th day after the date of the occurrence of an incident in which, while a peace officer is performing an official duty, a person who is not a peace officer discharges a firearm and causes injury or death to the officer, the law enforcement agency employing the injured or deceased officer at the time of the incident

must complete and submit a written or electronic report to the office of the attorney general. The report must include all information required by Code of Criminal Procedure 2A.207(a). *Code of Criminal Procedure 2A.207(b)*

Failure to Report

A law enforcement agency that fails to submit the required report on or before the seventh day after the date the agency received notice of failure to report from the office of the attorney general, is liable for a civil penalty in the amount of $1,000 for each day after the seventh day that the agency fails to submit the report. Beginning on the day after the date of receiving notice of failure to report, a law enforcement agency that, in the five-year period preceding the date the agency received the notice, has been liable for a civil penalty is liable for a civil penalty for each day the agency fails to submit the required report in the amount of $10,000 for the first day and $1,000 for each additional day that the agency fails to submit the report. *Code of Criminal Procedure 2A.208(b), (c)*

Complaints Against Peace Officers

To be considered by the head of the district's police department, a complaint against a district peace officer must be in writing and signed by the person making the complaint. A copy of the complaint shall be given to the officer within a reasonable time after it is filed. Disciplinary action may not be taken against the officer unless a copy of the signed complaint is given to the officer. The officer may not be indefinitely suspended or terminated based on the subject matter of the complaint unless the complaint is investigated and there is evidence to prove the allegation of misconduct. *Gov't Code 614.021-.023; Colorado County v. Staff, 510 S.W.3d 435 (Tex. 2017); Atty. Gen. Op. GA-251 (2004)*

On the commencement of an investigation by a law enforcement agency of a complaint by an individual who believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer. *Code of Criminal Procedure 2B.0053(b)(3), (c)*

[See DGBA, FNG, and GF for appeals.]

Legal Representation

A district shall provide a district employee who is a peace officer with legal counsel without cost to the employee to defend the employee against a suit for damages by a party other than a governmental entity if legal counsel is requested by the employee, and the suit involves an official act of the employee within the scope of the employee's authority.

To defend the employee against the suit, the district may provide counsel already employed by it or may employ private counsel.

An employee may recover from a district that fails to provide counsel as required the reasonable attorney's fees incurred in defending the suit if the trier of fact finds that the fees were incurred in defending a suit covered by these provisions and the employee is without fault or that the employee acted with a reasonable good faith belief that the employee's actions were proper.

Local Gov't Code 180.002(b)-(d)

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[1] TCOLE Model Policies:
https://www.tcole.texas.gov/content/model-policies
[2] TCOLE Forms and Applications:
https://www.tcole.texas.gov/content/forms-and-applications

Note: For general provisions applicable to district security personnel, including school marshals, see CKE.

Board Authority

The board may appoint one or more school marshals for each campus. *Education Code 37.0811(a)*

Definition

A school marshal is a person who is appointed to serve as a school marshal by the board under Education Code 37.0811, is licensed under Occupations Code 1701.260, and has powers and duties described by Code of Criminal Procedure 2A.008. *Occupations Code 1701.001(8)*

Eligibility

The board may select for appointment as a school marshal an applicant who is an employee of the district and certified as eligible for appointment under Occupations Code 1701.260. *Education Code 37.0811(b)*

TCOLE Licensing

To be eligible for appointment as a school marshal, an applicant shall:

1. Successfully complete all prerequisite Texas Commission on Law Enforcement (TCOLE) training;
2. Pass the state licensing exam;
3. Be employed and appointed by an authorized school district; and
4. Meet all statutory requirements, including psychological fitness.

37 TAC 227.3(a); Code of Criminal Procedure 2A.008(b)

A school marshal training program is open to any employee of a district who holds a license to carry a handgun issued under Government Code Chapter 411, Subchapter H. *37 TAC 227.5(a)*

TCOLE shall license an eligible person who:

1. Completes required training to the satisfaction of TCOLE staff; and
2. Is psychologically fit to carry out the duties of a school marshal as indicated by the results of the psychological examination administered under Occupations Code 1701.260(d).

Occupations Code 1701.260(f)

Psychological Fitness

In order for an individual to enroll in any school marshal licensing training, obtain a school marshal license, or renew or reapply for a

school marshal license, they must first demonstrate psychological fitness through a psychological examination.

The psychological examination shall be conducted by a professional selected by the district. The professional shall be either a psychologist licensed by the Texas State Board of Examiners of Psychologists or a psychiatrist licensed by the Texas Medical Board. The psychologist or psychiatrist must be familiar with the duties of a school marshal.

The examination must be conducted pursuant to professionally recognized standards and methods. The examination process must consist of:

1. A review of the duties and responsibilities of a school marshal as developed by TCOLE;
2. At least two instruments, one which measures personality traits and one which measures psychopathology; and
3. A face-to-face interview conducted after the instruments have been scored.

The individual must be declared by that professional, on a form prescribed by TCOLE, to be in satisfactory psychological and emotional health to carry out the duties of a school marshal in an emergency shooting or situation involving an active shooter.

If, after examination, the professional declines to declare the individual as psychologically fit, the individual must report the outcome to TCOLE on a form prescribed by TCOLE.

An examination for license renewal or reactivation must be conducted within 90 days of the date of the application for license renewal or reactivation.

37 TAC 227.4

Reimbursement for Training

The board may, but shall not be required to, reimburse the amount paid by the applicant to participate in the training program under Occupations Code 1701.260. *Education Code 37.0811(b)*

District Responsibilities

A district shall:

1. Submit and receive approval for an application to appoint a person as a school marshal;
2. Upon authorization, notify TCOLE using approved format prior to appointment;

3. Report to TCOLE, within seven days, when a person previously authorized to act as a school marshal is no longer employed with the district;

4. Report to TCOLE, within seven days, when a person previously authorized to act as a school marshal is no longer authorized to do so by the district, TCOLE standards, another state agency, or under other law;

5. Immediately report to TCOLE a school marshal's violation of any TCOLE standard, including the discharge of a firearm carried under the authorization of these provisions outside of a training environment; and

6. Immediately report to TCOLE any indication, suspicion, or allegation that a school marshal is no longer psychologically fit to carry out the duties of a school marshal.

For five years, the district must retain documentation that the district has met all requirements under law in a format readily accessible to TCOLE. This requirement does not relieve a district from retaining all other relevant records not otherwise listed.

37 TAC 227.1

Powers and Duties

A school marshal may make arrests and exercise all authority given to peace officers under the Code of Criminal Procedure, subject to written regulations adopted by the board and may only act as necessary to prevent or abate the commission of an offense that threatens serious bodily injury or death of students, faculty, or visitors on school premises.

A school marshal may not issue a traffic citation for a violation of the Transportation Code.

Code of Criminal Procedure 2A.008(c), (d)

Reporting Requirements

Once appointed, a school marshal shall:

1. Immediately report to TCOLE and the district any circumstance which would render them unauthorized to act as a school marshal by virtue of their employment with the district, failure to meet the standards of TCOLE, another state agency, or under law;

2. Immediately report to TCOLE any violation of applicable TCOLE standards, including any discharge of a firearm carried under the authorization of these provisions outside of training environment; and

3. Comply with all requirements under law, including Education Code 37.0811.

37 TAC 227.3(b)

Fit for Duty Review

When TCOLE receives a report or other reliable information that a school marshal may no longer be psychologically fit to carry out the duties of a school marshal, TCOLE may:

1. Issue an emergency suspension order; or
2. Require a fit for duty review upon identifying factors that indicate the licensee may no longer be able to perform the duties of a school marshal safely and effectively.

TCOLE shall provide written notice of the psychological examination to the license holder not later than the 10th business day before the deadline to submit to the examination. Written notice shall include the reasons for the examination.

The examination shall be conducted by a psychiatrist or psychologist chosen by the licensee.

To facilitate the examination of any licensee, TCOLE will provide all appropriate documents and available information.

The examining practitioner will provide TCOLE with a report indicating whether the school marshal is fit for duty. If the school marshal is unfit for duty, the practitioner will include the reasons or an explanation why the individual is unfit for duty.

A second examination may be ordered by TCOLE if it questions the practitioner's report. The examination will be conducted by a psychiatrist or psychologist appointed by TCOLE. If the report of the appointed practitioner disagrees with the report of the initial practitioner, the final determination as to the school marshal's fitness shall be decided by the executive director of TCOLE.

A school marshal who fails a psychological examination shall have their license suspended until the executive director orders it reinstated.

Any school marshal ordered to undergo a fit for duty review shall comply with the terms of the order and cooperate fully with the examining practitioner.

37 TAC 227.6

Handgun Possession

A school marshal may carry or possess a handgun on the physical premises of a school, but only:

1. In the manner provided by written regulations adopted by the board; and

2. At a specific school as specified by the board.

Accessing Handgun

A school marshal may use a handgun the school marshal is authorized to carry or possess only under circumstances that would justify the use of deadly force under Penal Code 9.32 or 9.33.

Board Regulations

A board's written regulations must provide that a school marshal may:

1. Carry a concealed handgun on the school marshal's person;

2. If wearing a uniform identifying the marshal as a school marshal, openly carry a handgun on the school marshal's person; or

3. Possess the handgun on the physical premises of a school in a locked and secured safe or other locked and secured location.

The written regulations must also require that a handgun carried or possessed by a school marshal be loaded only with frangible duty ammunition approved for that purpose by TCOLE.

Inactive Status

A district employee's status as a school marshal becomes inactive on:

1. Expiration of the employee's school marshal license under Occupations Code 1701.260;

2. Suspension or revocation of the employee's license to carry a handgun;

3. Termination of the employee's employment with the district; or

4. Notice from the board that the employee's services as school marshal are no longer required.

Education Code 37.0811(c)-(f)

Identity Confidential

The identity of a school marshal is confidential and is not subject to a request under the Public Information Act, except that the person's name, date of birth, and handgun license number, and the address of the person's place of employment must be provided by TCOLE to:

1. The director of the Department of Public Safety;

2. The district;

3. The chief law enforcement officer of the local municipal law enforcement agency if the person is employed at a campus of a district located within a municipality;

4. The sheriff of the county if the person is employed at a campus of a district that is not located within a municipality; and

5. The chief administrator of any school district-commissioned peace officer, if the person is employed at a district that has commissioned peace officers.

If a parent or guardian of a student enrolled at a school inquires in writing, the district shall provide the parent or guardian written notice indicating whether any employee of the school is currently appointed as a school marshal. The notice may not disclose information that is confidential.

Education Code 37.0811(g), (h); Occupations Code 1701.260(j)

No State Benefits

A school marshal is not entitled to state benefits normally provided by the state to a peace officer. *Code of Criminal Procedure 2A.008(e)*

Memorandum of Understanding to Share Marshal

A district may enter into a memorandum of understanding with another district, open-enrollment charter school, or private school under which a school marshal appointed to a campus of the district may temporarily act as a school marshal at a campus of the other school for the duration of an event occurring at the campus of the other school at which both schools are participating. The memorandum of understanding must comply with the requirements for written regulations under Education Code 37.0811 [see Handgun Possession, above] and may be used to satisfy the requirement for written regulations or written authorization under Penal Code 46.03(a)(1) to allow that school marshal to carry a firearm on the premises of the school at which the event occurs. *Education Code 37.08131*

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Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology Furnished Without Cost to Students

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)-(b)*

Instructional Materials and Technology Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

The commissioner shall determine the amount of the Instructional Materials and Technology Allotment for a district based on PEIMS student enrollment data from the fall snapshot collection of the school year preceding the first year of each biennium.

The amount of the allotment determined by the commissioner is final and may not be appealed.

19 TAC 67.1001(a), (d)

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students

for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

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

Permitted Expenditures

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

1. Instructional materials, regardless of whether the instructional materials are on the list of approved instructional materials maintained by the State Board of Eduction (SBOE) under Education Code 31.022;
2. Consumable instructional materials;
3. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
4. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
5. Supplemental instructional materials;
6. OER instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
7. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;
8. Technological equipment necessary to support the use of any instructional materials purchased with an allotment under this provision;
9. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of instructional materials;
10. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;
11. Training educational personnel directly involved in student learning in the appropriate use of instructional materials and for providing for access to technological equipment for instructional use;

12. Training personnel in the electronic administration of assessment instruments;

13. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning;

14. Costs associated with distance learning, including services, equipment, and technology such as Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment necessary to facilitate internet access;

15. Costs associated with providing parental access to the district's library materials catalog and the ability to submit a list of library materials that the parent's child is not allowed to access as required by Education Code 33.023. [See EFB]

16. Formats of instructional materials that are fully accessible to students with disabilities;

17. Activities related to the local review and adoption of instructional materials;

18. Software for analyzing the use and effectiveness of instructional materials;

19. Software for analyzing the appropriateness of instructional materials necessary for the teaching of, instruction in, or demonstration of knowledge of the essential knowledge and skills adopted under Education Code 28.002; and

20. Costs associated with complying with Education Code 33.023, relating to parental access to library catalog and access by the parent's child to certain library materials.

Education Code 31.0211(c), 33.023(d); 19 TAC 67.1001(e)

Prohibited Expenditures

The allotment funds may not be used to purchase instructional material that:

1. Contains obscene or harmful content or would otherwise cause the district to which the funds were allotted to be unable to submit the certification required under Education Code 31.1011(a)(1)(B) [see Certification of Instructional Materials, below]; or

2. Is on the list of rejected instructional materials maintained by the SBOE.

Education Code 31.0211(f)

Allotment funds may not be used to pay for:

1. Services for installation;
2. The physical conduit that transmits data, such as cabling and wiring, or electricity;
3. Office and school supplies;
4. Items that are not directly related to student instruction, such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;
5. Travel expenses;
6. Equipment used for moving or storing instructional materials;
7. Instructional material that contains obscene or harmful content or would otherwise cause the district to be unable to submit the certification required under Education Code 31.11011(a)(1)(B); or
8. Instructional material that incorporates three-cueing in the phonics curriculum required under Education Code, Chapter 28.

19 TAC 67.1001(f)

A district may not adopt or otherwise use instructional material included on the list of rejected instructional materials maintained by the SBOE. *Education Code 31.024*

Technological Equipment

In purchasing technological equipment, a district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and
2. Consider both the long-term cost of ownership of the technological equipment and flexibility for innovation.

Education Code 31.0211(d)

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium.

At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

A district shall provide to TEA the title and publication information for any instructional materials requisitioned or purchased by the district with the district's instructional materials and technology allotment.

Education Code 31.0212(a)-(d)

Availability of Allotment Funds

The allotment for each biennium will be made available for district use through EMAT as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated.

A district may access its allotment funds for an upcoming school year after submitting to the commissioner:

1. Certification that the school district or open-enrollment charter school has instructional materials that cover all the required TEKS, except those for physical education, as required by Education Code 31.1011;
2. Certification that the school district or open-enrollment charter school has used its allotment for only allowable expenditures; and
3. Information regarding the instructional materials used by the district during the previous school year, including the cost of each material as required by Education Code 31.1012.

Upon completion of the requirements, a district may access its allotment funds by correctly providing all the information required in the state ordering system.

Information required in the state ordering system may include verification of TEKS coverage for certain disbursement requests.

19 TAC 67.1001(g)-(j)

Additional State Aid

For State-Approved Instructional Materials

For each student enrolled in the district, a school district is entitled to additional state aid for each school year in an amount equal to $40, or a greater amount provided by appropriation, to procure instructional material that has been reviewed by the Texas Education Agency (TEA); placed on the SBOE list of approved instructional materials; designated by the SBOE as being included or capable of being included in an instructional materials parent portal; and acquired from a publisher, manufacturer, or other entity that has not been found to violate Education Code 31.151. *Education Code 48.307(a)*

A district is entitled to the amount of state aid provided by 19 Administrative Code 67.1003(a) each school year, regardless of whether the district uses the amount during the school year for which the amount was provided. *19 TAC 67.1003(i)*

For Open Education Resource Instructional Materials

Subject to Education Code 31.0751 (Open Education Resource [OER] transition plan), a district is entitled to additional state aid for each school year in an amount not to exceed $20 for each student for the costs incurred or for which the district is obligated to pay during the school year in which the aid is provided for the printing and shipping of OER instructional material made available under Education Code Chapter 31, Subchapter B-1. *Education Code 48.308(a)*

Amount of Additional State Aid

The commissioner of education shall determine the amount of the additional state aid for OER instructional materials for a district based on PEIMS student enrollment data from the fall snapshot collection of the current school year.

Before PEIMS student enrollment data from the fall snapshot collection of the current school year is available, a district will have an expected allotment amount that is based on 90 percent of the PEIMS student enrollment data from the fall snapshot collection of the previous school year.

Funds may only be used for the costs incurred or for which a district is obligated to pay during the school year in which the aid is provided.

Requisitions

Requisitions for funding must be submitted in TEA's online requisition and disbursement system (EMAT) before August 31 of the fiscal year in which the aid is provided.

The entitlements for each year will be made available for district use through EMAT as early as possible in the fiscal year for which the funds have been appropriated.

Permissible Use of Additional State Aid

The additional state aid for OER instructional materials may be used to purchase:

1. OER instructional material placed on the list of approved materials outlined in Education Code 31.022, including any non-text components of the approved product, such as manipulative kits; and
2. OER instructional material components placed on the list of approved materials outlined in Education Code 31.022, only after an initial purchase of all components of the product.

The additional state aid for OER instructional materials may not be used to purchase or reimburse for:

1. Instructional material or material components not on the list of approved instructional materials;
2. Instructional material placed on the rejected list of instructional materials;
3. Instructional material that promotes three-cueing as defined in Education Code 28.0062(a-1); or
4. Printing of SBOE-approved OER material, which may be otherwise procured through a requisition in EMAT.

The commissioner may grant a waiver to exempt a district from an initial purchase of each component of an approved product if the district can demonstrate that it already possesses an identical or near-identical component for each student and/or teacher as indicated by the product design.

19 TAC 67.1004

Purchasing Method

A district is not required to use a method provided by Education Code 44.031(a) to purchase instructional materials that have been reviewed by TEA and included on the list of approved instructional materials maintained by the SBOE. *Education Code 31.102(d)*

Requisitions, Use, and Distribution

The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*

Delegation of Authority

Local Funds

A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*

Online Requisition Program

A district shall make a requisition for instructional materials using EMAT. A district may requisition instructional materials for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)-(c)*

Distribution

The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*

OER Instructional Materials

A district may adopt OER instructional material at any time. A district may only adopt or otherwise use an OER instructional material that is not included on the list of rejected instructional materials maintained by the SBOE.

Except as otherwise provided by the Education Code, the commissioner may not require a district to adopt or use an OER instructional material. A district may not be charged for a cost associated with the selection of an OER instructional material, except for the cost of printing copies of the material. *Education Code 31.073*

OER Transition Plan

To qualify for additional state aid under Education Code 48.308, the board must adopt an OER instructional material transition plan to assist classroom teachers in the district who will be using an OER instructional material in a specific subject or grade level for which the teacher has not previously used an OER instructional material.

The plan must ensure that OER instructional materials are used in a manner that maintains the instructional flexibility of a classroom teacher to address the needs of each student.

A district that participates in the program developed and maintained by TEA under Education Code 31.0752 is not required to adopt a transition plan under this provision. [See OER Instructional Material Support Program, below]

Education Code 31.0751

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

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

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

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

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

1. Clear communication and stakeholder change management plans and timelines;
2. Timely access to print materials and related manipulatives through OER procurement and distribution;

3. Sufficient planning and instructional time evidenced by instructional calendars and master schedules aligned to the requirements of the materials;

4. Clear expectations for the implementation of:

   a. Instructional materials;

   b. Internalization and student work analysis protocols; and

   c. Curriculum-embedded assessments;

5. Processes for stakeholder communication and public posting, as outlined in Education Code 26.006, if materials have been modified by the district;

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

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

   a. Pre-service product onboarding and orientation; and

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

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

19 TAC 67.1315

OER Instructional Material Support Program

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

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

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

TEA shall engage in efforts to meet the demand from districts that request assistance for the 2024-25 or 2025-26 school year. Until September 1, 2027, a school district may apply assistance received to offset the payment of costs related to implementing OER

instructional material, regardless of whether the district incurred the cost before receiving the assistance.

Education Code 31.0752

Requisition

A district that selects OER instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student:

1. Electronic access to the instructional material at no cost to the student; or
2. Printed copies of the portion of the instructional material that will be used in the course.

Education Code 31.103(d)

Parent Portal

An entity that hosts an instructional materials parent portal must comply with requests regarding parental access to the portal made by a district in compliance with Education Code 31.154 or Education Code 26.006 [see EFA]. *Education Code 31.154(e)*

[For more information regarding the requirements for certain entities that supply instructional materials to host a parent portal, see Education Code 31.154.]

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. *Education Code 31.029*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that the district:

1. For each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level:
    a. Provides each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level; and
    b. In the provision of instructional materials, the district protects students from obscene or harmful content as necessary for compliance with the Children's Internet Protection Act (Pub. L. No. 106-554) [see CQ], Education Code 28.0022 [see EMB], Penal Code 43.22, and any other law or regulation that protects students from obscene or harmful content [see EFA]; and

2. The district used money allocated to the district or school under the instructional materials and technology allotment only for purposes allowed under Education Code 31.0211.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Instructional materials developed, purchased, or otherwise acquired by the district; and
3. OER instructional materials and other electronic instructional materials included in the repository under Education Code 31.0722.

Education Code 31.1011

Annual Report

Each district shall annually report to TEA information regarding the instructional materials used by the district during the previous school year, including the cost of each material. *Education Code 31.1012*

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which OER instructional material that a district does not intend to use for another student is distributed, the printed copy of the OER instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of OER instructional material.

Education Code 31.104(c), (g)-(h)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of OER instructional material.

Education Code 31.104(d), (e), (h) [See also EFA]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;
3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and
4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and

2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of OER instructional material. *Education Code 31.104(b)*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Safety Standards

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

DPS school bus safety standards apply to all school districts that own, operate, rent, contract, or lease school buses and those commercial transportation companies that contract with a public school to transport public school students in buses. *37 TAC 14.51*

A district must purchase or use school buses and multifunction school activity buses from manufacturers that certify to DPS that all vehicles offered for sale to or in use by school districts in Texas meet or exceed all standards, specifications, and requirements.

Any new school bus found out of compliance with the specifications that were in effect in Texas on the date the vehicle was manufactured will be placed out of service by the vehicle's owner until it is brought into compliance with the applicable specifications.

37 TAC 14.52

Student Safety

Prohibitions

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

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

1. Standing in the bus; or
2. Sitting:
    a. On the floor of the bus, or
    b. In any location on the bus that is not designed as a seat.

Transp. Code 545.426

Seat Belts

Required on Buses

By September 1, 2029, a bus, including a school bus, a school activity bus, multifunction school activity bus, or school-chartered bus, operated by or contracted for use by a district for the transportation of schoolchildren shall be equipped with a three-point seat belt for each passenger, including the operator. This requirement does not apply to:

1. A bus operated by or contracted for use by a school district if the board determines that the district's budget does not permit the district to purchase a bus that is equipped with the required seat belts; or

2. A bus for which the warranty would become void if the bus were equipped to comply with the requirement.

A district may accept gifts, grants, and donations from any public or private source to implement the requirements.

Transp. Code 547.701(e), (h)

Required Report

Not later than the end of the 2025-26 school year, a board that makes the determination above shall submit to TEA and present in a public meeting of the board a report that includes:

1. The number of buses operated by or contracted for use by the district that:
    a. Are not equipped with seat belts;
    b. Are equipped with two-point seat belts; and
    c. Are equipped with three-point seat belts; and
2. The estimated cost to the district to equip with three-point seat belts each bus operated by or contracted for use by the district that is not equipped with three-point seat belts as required.

Transp. Code 547.701(f)

Student Requirement

A district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students. *Education Code 34.013*

Donations

A board shall consider any offer made by a person to donate three-point seat belts or money for the purchase of three-point seat belts for a district's school buses. A board may accept or decline the offer after adequate consideration.

A board may acknowledge a person who donates three-point seat belts or money for the purchase of three-point seat belts for a school bus by displaying a small, discreet sign on the side or back of the bus recognizing the person who made the donation. The sign may not serve as an advertisement for the person who made the donation.

Education Code 34.014

Use of Warning Signals

When a school bus is being stopped or is stopped on a highway to permit students to board or exit the bus, the operator of the bus shall activate all flashing warning signal lights and other equipment

on the bus designed to warn other drivers that the bus is stopping to load or unload children.

A person may not operate a light or other equipment described above except when a school bus is being stopped or is stopped on a highway to:

1. Permit a student to board or exit the bus; or
2. Distribute to a student or the parent or guardian of a student:
    a. Food; or
    b. Technological equipment for use by the student for educational purposes.

Transp. Code 547.701(c), (c-1)

Wireless Communication Devices

An operator commits an offense if the operator uses a portable wireless communication device to read, write, or send an electronic message while operating a motor vehicle unless the vehicle is stopped. *Transp. Code 545.4251(b)*

General Rule

School Property

An operator may not use a wireless communication device while operating a motor vehicle within a school crossing zone or on the property of a public elementary, middle, junior high, or high school served by a school crossing zone, during the time a reduced speed limit is in effect for the school crossing zone, unless:

1. The vehicle is stopped; or
2. The wireless communication device is used with a hands-free device.

Transp. Code 545.4252

An operator may not use a wireless communication device while operating a school bus or passenger bus with a minor passenger on the bus unless the bus is stopped. This provision does not apply to an operator of a school bus or passenger bus using a wireless communication device in the performance of the operator's duties as a bus driver and in a manner similar to using a two-way radio. *Transp. Code 545.425(c), (e-1)*

Definitions

"Hands-free device" means speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, except to activate or deactivate a function of the wireless communication device or hands-free device. The term includes

voice-operated technology and a push-to-talk function. *Transp. Code 545.425(a)(1)*

"Electronic message" means data that is read from or entered into a wireless communication device for the purpose of communicating with another person. *Transp. Code 545.4251(a)(1)*

Disruption of Transportation

Any person other than a primary or secondary grade student who intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school on a vehicle owned or operated by a district or to or from activities sponsored by a school on a vehicle owned and/or operated by a district shall be guilty of a misdemeanor. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

Exhibition of Firearm

For information regarding offenses pertaining to firearms on buses, see GKA(LEGAL).

Collision Reports

Notice to DPS for Buses With Advertising

A district shall provide DPS written notification of any collision directly or indirectly involving a school bus operated by or for the district that bears advertising or another paid announcement. *37 TAC 14.65(a)(2)* [See CNB for rules related to school bus advertising.]

Notice must be received not more than five days from the date of the collision and shall include the following:

1. The name and address of the owner of the school bus;
2. The name and driver's license number of the school bus operator;
3. The date of the collision;
4. The city or county where the collision occurred; and
5. The investigating police agency.

37 TAC 14.65(c)

Notices to DPS may be delivered by facsimile, electronic mail, or mailed to School Bus Transportation, Texas Department of Public Safety, P.O. Box 4087, Austin, TX 78773-0525. *37 TAC 14.65(d)*

Annual Report to TEA

A district shall report annually to TEA the number of collisions in which its buses were involved in the past year in a manner prescribed by the commissioner of education. A district shall file annual collision reports to TEA only in the period beginning July 1 and ending July 31 and shall include the following information in the report:

1. The total number of bus collisions;

2. The date each collision occurred;

3. The type of bus, as specified in 19 Administrative Code 103.1231(a), involved in each collision;

4. Whether the bus involved in each collision was equipped with seat belts and, if so, the type of seat belts;

5. The number of students and adults involved in each collision;

6. The number and types of injuries that were sustained by the bus passengers in each collision; and

7. Whether the injured passengers in each collision were wearing seat belts at the time of the collision and, if so, the type of seat belts.

A school district shall report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus is owned, leased, contracted, or chartered by a school district and was transporting school district personnel, students, or a combination of personnel and students; or

2. The bus was driven by a school district employee or by an employee of the school district's bus contractor with no passengers on board and the collision involved a pedestrian.

Exceptions

A school district shall not report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus was driven by a school district employee or by an employee of the school district's bus contractor, the collision occurred when no passenger other than the school district's driver or bus contractor's driver was on board the bus, and the collision did not involve a pedestrian; or

2. The collision involved a bus chartered by a school district for a school activity trip and no school district personnel or students were on board the bus at the time of the collision.

A school district shall not report a collision that occurred in a vehicle that is owned, contracted, or chartered by a school district and is not a school bus, a multifunction school activity bus, a school activity bus, or a motor bus.

Education Code 34.015(b); 19 TAC 103.1231(b)

Note: For additional legal requirements applicable to purchases with federal funds, including 2 C.F.R. 200, see CBB.

For more information on U.S. Department of Agriculture (USDA) procurement requirements, see the Texas Department of Agriculture's (TDA) Food and Nutrition Division *Administrator's Reference Manual*,[1] Sections 17, *Procurement;* 17a, *Procurement Procedures;* 17b, *Buy American;* and 17c, *Cooperative Purchasing*.

Definitions

For purposes of this policy, "2 C.F.R. Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by the Office of Management and Budget (OMB). The part reference covers applicable: Acronyms and Definitions (Subpart A), General Provisions (Subpart B), Post Federal Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements (Subpart F). [Note: Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C) does not apply to the National School Lunch Program]. *7 C.F.R. 210.2, 220.2*

School Food Authority

"School food authority" (SFA) means the governing body that is responsible for the administration of one or more schools and has the legal authority to operate the program therein or be otherwise approved by the USDA Food and Nutrition Service (FNS) to operate the program.

Program

"Program" means the National School Lunch Program (NSLP) and the Commodity School Program or the School Breakfast Program (SBP), as applicable.

Nonprofit School Food Service

"Nonprofit School Food Service" means all food service operations conducted by the SFA principally for the benefit of school children, all the revenue from which is used solely for the operation or improvement of such food services.

Nonprofit School Food Service Account

"Nonprofit School Food Service Account" means the restricted account in which all the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

Cost Reimbursable Contract

"Cost reimbursable contract" means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.

7 C.F.R. 210.2, 220.2

Administration

The SFA shall be responsible for the administration of the program in schools. *7 C.F.R. 210.3*

Nonprofit School Food Service

National School Lunch Program

The SFA shall maintain a nonprofit school food service. Revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service, except that such revenues shall not be used to purchase land or buildings, unless otherwise approved by FNS, or to construct buildings. Expenditures of nonprofit school food service revenues shall be in accordance with the financial management system established by the TDA under 7 C.F.R. 210.19(a). *7 C.F.R. 210.14(a)*

School Breakfast Program

Pursuant to required written agreements, the SFA shall, with respect to participating schools under its jurisdiction maintain a nonprofit school food service. In accordance with the financial management system established under 7 C.F.R. 220.13(i), use all revenues received by such food service only for the operation or improvement of that food service. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings. *7 C.F.R. 220.7(e)(1)(i)-(iii)*

Food Service Management Companies

An SFA may contract with a food service management company to manage its food service operation in one or more of its schools. However, no school or SFA may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price, and paid reimbursable lunches to all eligible children. Any SFA that employs a food service management company in the operation of its nonprofit school food service shall comply with the requirements of 7 C.F.R. 210.16 (NSLP) or 7 C.F.R. 220.7(d) (SBP). *7 C.F.R. 210.16, 220.7*

Note: For more information on contracts regarding consultants, food service management companies (FSMC), and vended meals, see TDA's Food and Nutrition Division *Administrator's Reference Manual*, Section 18, *Food Service Contracts*.

USDA Procurement Requirements

The SFA shall comply with requirements of 7 C.F.R. Part 210 (NSLP), Part 220 (SBP), and 2 C.F.R. Part 200, Subpart D and USDA implementing regulations 2 C.F.R. Part 400 and Part 415, as applicable, which implement the applicable requirements, concerning procurement of all goods and services with nonprofit school food service account funds. *7 C.F.R. 210.21(a), 220.16(a)*

District Procurement Procedures

An SFA may use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements made with nonprofit school food service account funds adhere to the standards set forth in 7 C.F.R. Part 210 and in

2 C.F.R. Part 200, Subpart D, as applicable. SFA procedures must include a written code of standards of conduct meeting the minimum standards of 2 C.F.R. 200.318, as applicable. [See CBB]

Pre-issuance Review

TDA may impose a pre-issuance review requirement on an SFA's proposed procurement. The SFA must make available, upon request by TDA, its procurement documents, including but not limited to solicitation documents, specifications, evaluation criteria, procurement procedures, proposed contracts and contract terms. The SFA shall comply with TDA requests for changes to procurement procedures and solicitation and contract documents to ensure that, to TDA's satisfaction, such procedures and documents reflect applicable procurement and contract requirements and the requirements of 7 C.F.R. Part 210.

Prohibited Expenditures — Noncompliant Procurement

No expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of 7 C.F.R. Part 210 (NSLP) or Part 220 (SBP).

7 C.F.R. 210.21(c), 220.16(c)

Conflicts of Interest

A district must disclose in writing any potential conflicts of interest to the USDA awarding agency or pass-through entity (e.g., TDA).

The district must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award and administration of federal awards. No employee, officer or agent may participate in the selection, award, or administration of a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a federal award. The district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the district.

Districts must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Districts are responsible for notifying the respective USDA awarding agency in writing of any conflicts of interest that may arise during the period of performance of an award, including those which have been reported by subrecipients, no later than five calendar days following discovery. Upon receipt

of such a disclosure, the respective USDA awarding agency must review and make a determination in writing if a potential or real conflict of interest exists and develop a plan for addressing or mitigating the issue, which may include remedies found at 2 C.F.R. 200.339. USDA awarding agencies must make a determination within 30 calendar days of disclosure unless a longer period of time is necessary due to the complexity of the situation.

2 C.F.R. 400.2

Procurement Training

School nutrition program directors, management, and staff tasked with NSLP procurement responsibilities must complete annual training on federal procurement standards annually.

Procurement training may count towards the professional standards training standards at 7 C.F.R. 210.30. [See CO]

SFAs must retain records to document compliance with these training requirements.

7 C.F.R. 210.21(h)

Cost Reimbursable Contracts

The SFA must include the provisions specified in 7 C.F.R. 210.21(f)(1) (NSLP) or 220.16(e)(1) (SBP) in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

Prohibited Expenditures — Noncompliant Contract

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of 7 C.F.R. 210.21 (NSLP) or 220.16 (SBP), nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

7 C.F.R. 210.21(f), 220.16(e)

Buy American

Domestic Commodity or Product

“Domestic commodity or product” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States under 7 C.F.R. 210.21(d) and 220.16(d).

Requirement

The USDA shall require that an SFA purchase, to the maximum extent practicable, domestic commodities or products.

7 C.F.R. 210.21(d), 220.16(d)

Optional Geographic Preference

An SFA participating in the program may apply a geographic preference when procuring unprocessed locally grown or locally raised

agricultural products, including the use of “locally grown,” “locally raised,” or “locally caught” as procurement specifications or selection criteria for unprocessed or minimally processed food items. When utilizing the geographic preference to procure such products, the SFA making the purchase has the discretion to determine the local area to which the geographic preference option will be applied, so long as there are an appropriate number of qualified firms able to compete.

For the purpose of applying the optional geographic procurement preference, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

7 C.F.R. 210.21(g), 220.16(f)

Sale of Milk

An SFA participating in the program, or a person approved by a school participating in the program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in 7 C.F.R. 210.10(d)(4)) at any time or in any place on school premises or at any school-sponsored event. *7 C.F.R. 210.21(e)*

Dairy Products

A district may not purchase milk, cream, butter, cheese, or a product consisting largely of one or more of those items that has been imported from outside the United States. This provision does not apply to the purchase of milk powder if domestic milk powder is not readily available in the normal course of business. *Health & Safety Code 435.021*

Imported Beef

A district may not purchase beef or a product consisting substantially of beef that has been imported from outside the United States. *Agriculture Code 150.012*

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[1] TDA’s Food and Nutrition Division *Administrator’s Reference Manual*: https://squaremeals.org/Programs/NationalSchoolLunchProgram/PolicyARM.aspx

Note: For information regarding security breaches, see CQB.

For record retention requirements under specific statutes, see the applicable policy code.

Definitions

Custodian — "Custodian" means the appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records. *Local Gov't Code 201.003(2)*

Disposition — "Disposition" means final processing of local government records by archival transfer under Local Government Code 203.049 or destruction under Local Government Code 202.001 or Government Code 441.0945. *13 TAC 7.71(5)*

Electronic Record — "Electronic record" means any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in Local Government Code 201.003(8), below. *13 TAC 7.71(6)*

Note: Additional definitions related to standards and procedures for management of electronic records are found in 13 Administrative Code 7.71.

Electronic Records System — "Electronic records system" means any information system that produces, manipulates, and stores local government records by using a computer. *13 TAC 7.71(7)*

Electronic Storage Media — "Electronic storage media" means all physical media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media. *13 TAC 7.71(8)*

Essential Record — "Essential record" means any local government record necessary to the resumption or continuation of district operations in an emergency or disaster, to the re-creation of the legal and financial status of the district, or to the protection and fulfillment of obligations to the people of the state. *Local Gov't Code 201.003(5)*

Local Government Record — "Local government record" means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a district or any of its officers or employees, pursuant to law, including an ordinance, or in the transaction of public business. The term does not include:

1. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the district;
2. Notes, journals, diaries, and similar documents created by an officer or employee of the district for the officer's or employee's personal convenience;
3. Blank forms, stocks of publications, or library and museum materials acquired solely for the purposes of reference or display;
4. Copies of documents in any media furnished to members of the public to which they are entitled under Government Code Chapter 552 (Public Information Act) or other state law; or
5. Any records, correspondence, notes, memoranda, or documents, other than a final written agreement described by Government Code 2009.054(c), associated with a matter conducted under an alternative dispute resolution procedure in which personnel of a district participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

Local Gov't Code 201.003(8)

Permanent Record — "Permanent record" or "record of permanent value" means any local government record for which the retention period on a records retention schedule issued by the Texas State Library and Archives Commission (TSLAC) is given as permanent. *Local Gov't Code 201.003(10)*

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. *Local Gov't Code 201.003(12)*

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. *Local Gov't Code 201.003(13)*

Records Management Officer	"Records management officer" means the person designated under Local Government Code 203.025 as the records management officer. [See Designation, below] *Local Gov't Code 201.003(14)*
Records Retention Schedule	"Records retention schedule" means a document issued by TSLAC under authority of Government Code Chapter 441, Subchapter J, establishing mandatory retention periods for local government records. *Local Gov't Code 201.003(15)*
Retention Period	"Retention period" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction. *Local Gov't Code 201.003(16)*
Third-Party Custodians	"Third-party custodians" means parties with which a district may contract for services who are temporarily responsible for the maintenance of local government records, other than an interlocal contract under Local Government Code 203.025(f). *13 TAC 7.71(16)*

Board's Responsibilities

The board shall:

1. Establish, promote, and support an active and continuing program for the efficient and economical management of all local government records;
2. Cause policies and procedures to be developed for the administration of the program under the direction of the records management officer;
3. Facilitate the creation and maintenance of local government records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the district and designed to furnish the information necessary to protect the legal and financial rights of the district, the state, and persons affected by the district's activities;
4. Facilitate the identification and preservation of local government records that are of permanent value;
5. Facilitate the identification and protection of essential local government records; and
6. Cooperate with TSLAC in its conduct of statewide records management surveys.

Local Gov't Code 203.021

District's Duties

Each district shall:

1. Submit to the director and librarian of TSLAC the name of the district's records management officer and the name of the new officer in the event of a change;
2. File a plan or an ordinance or order establishing a records management program and any amendments to the plan or ordinance or order with the director and librarian;
3. Notify TSLAC at least 10 days before destroying a local government record that does not appear on a records retention schedule issued by TSLAC; and
4. File with the director and librarian a written certification as provided by Local Government Code 203.041 that the district has prepared a records control schedule that:
    a. Establishes a retention period for each local government record as required by Local Government Code Chapter 203, Subchapter C; and
    b. Complies with a local government records retention schedule distributed by the director and librarian under Government Code 441.158 and any other state and federal requirements.

Gov't Code 441.169

Minimum Requirements for Electronic Records

Each district must:

1. Manage electronic records according to the district's records management program and records retention schedule regardless of format, system, or storage location;
2. Maintain ownership and responsibility for electronic records regardless of where the record originates or resides, including, but not limited to, external electronic records systems, third-party custodians, and social media platforms;
3. Develop and maintain up-to-date documentation about electronic records systems and storage media adequate to identify, retain, read, process, or migrate electronic records and ensure the timely, authorized final disposition of electronic records;
4. Ensure that electronic records remain readily retrievable and readable for as long as they are maintained by the district through migration or by maintaining any software, hardware, and documentation required to retrieve and read the electronic records;

5. Maintain descriptive and technical metadata required for electronic records to maintain and retain reliability, including metadata necessary to adequately support the usability, authenticity, or integrity as well as the preservation of a record;

6. Preserve the authenticity, integrity, reliability, and usability of the records;

7. Ensure that electronic records are readily retrievable and readable independently of other records in the database management system, electronic records system, or electronic storage media;

8. Ensure that system backups that are required for disaster recovery are not used to satisfy records retention requirements unless indexed to ensure usability and are tested on a regular basis; and

9. Require all third-party custodians of records to provide the district with descriptions of their business continuity and/or disaster recovery plans pertaining to the protection of the district's essential records.

Any technology for electronic records developed, used, or acquired by a district must support the district's ability to meet the minimum requirements in 13 Administrative Code 7.74(a) to preserve and make readily retrievable and readable any electronic record or to extract or migrate the record in as complete a form as possible for its full retention period.

13 TAC 7.74

Security of Electronic Records

Districts must implement and maintain an electronic records security program for office and storage areas that complies with 13 Administrative Code 7.75.

Note: The district's duties regarding maintenance of electronic storage media are set out in 13 Administrative Code 7.76. The minimum requirements for all electronic records systems are found in 13 Administrative Code 7.77.

Custodians of Records

District custodians of records shall:

1. Cooperate with the records management officer in carrying out the policies and procedures established by a district for the efficient and economical management of records and in carrying out the requirements of Local Government Code Title 6, Subtitle C;

2. Adequately document the transaction of district business and the services, programs, and duties for which they and their staff are responsible; and

3. Maintain the records in their care and carry out the preservation, microfilming, destruction, or other disposition of the records only in accordance with the policies and procedures of the district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it.

Local Gov't Code 203.022

Records Management Officer

Designation

The board shall designate a records management officer by designating an individual or designating an office or position, the holder of which shall be the records management officer.

The name, office, or position of the records management officer shall be entered on the minutes of the board. The name or the name and office or position of the records management officer shall be filed by the records management officer with the director and librarian of TSLAC within 30 days after the date of the designation.

The designation of a new individual or a new office or position shall be entered on the minutes and reported to TSLAC in the same manner as the original designation.

If the order designating a records management officer designates an office or position rather than an individual, a new holder of that office or position must file the holder's name with TSLAC within 30 days after the date of assuming the office or position.

Local Gov't Code 203.025(a)-(e)

Duties

The district's records management officer shall:

1. Assist in establishing and developing policies and procedures for a district's records management program;

2. Administer the records management program and provide assistance to custodians for the purposes of reducing costs and improving recordkeeping efficiency;

3. In cooperation with the custodians of the records:

   a. Prepare the records control schedules and amended schedules required by Local Government Code 203.041 and the list of obsolete records as provided by Local Government Code 203.044;

   b. Identify and take adequate steps to preserve local government records of permanent value;

c. Identify and take adequate steps to protect essential local government records;

d. Ensure that the maintenance, preservation, microfilming, destruction, or other disposition of records is carried out in accordance with a district's records management program and the requirements of Local Government Code Title 6, Subtitle C and rules adopted under it;

4. Disseminate to the board and custodians of records information concerning state laws, administrative rules, and government policies relating to local government records; and

5. In cooperation with the custodians of records, establish procedures to ensure that the handling of records in any context of the records management program is carried out with due regard for the duties and responsibilities of custodians that may be imposed by law and the confidentiality of information in records to which access is restricted by law.

Local Gov't Code 203.023

Electronic Records Management Practices

District records management officers, in conjunction with the board, shall approve and institute written policies and procedures that communicate the district's approach for electronic records management practices that ensure electronic records maintain and retain reliability, usability, integrity, and authenticity.

A district's policies and procedures must:

1. Establish a component of the district's active and continuing records management program to address the management of electronic records created, received, retained, used, transmitted, or disposed of electronically, including electronic records maintained or managed by third-party custodians or other external entities;

2. Integrate the management of electronic records into existing records and information resources management programs;

3. Incorporate electronic records management objectives, responsibilities, and authorities;

4. Address electronic records management requirements, including retention requirements and final disposition;

5. Address the use of new technologies through regular media and format conversion, recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods and final disposition; and

6. Ensure transparency by documenting, in an open and verifiable manner, the processes and activities carried out in the management of electronic records.

A district's policies and procedures must ensure information that must be protected from unauthorized use or disclosure is appropriately protected as required by applicable law, regulation, or other applicable requirement

13 TAC 7.73

Records Management Program

A board by ordinance or order shall establish a records management program to be administered by the records management officer. The ordinance or order must provide methods and procedures to enable the board, custodians, and the records management officer to fulfill the statutory duties and responsibilities concerning management and preservation of records. The ordinance or order may prescribe any policies or procedures for the operation of the records management program that are consistent with the requirements of Local Government Code Title 6, Subtitle C rules adopted under it. A copy of the ordinance or order must be filed by the records management officer with TSLAC within 30 days after the date of its adoption. *Local Gov't Code 203.026(a)-(c)*

Electronic Records Management

The board and its records management officer, in cooperation with other employees of the district, must:

1. Administer a program for the management of records created, received, maintained, used, or stored on electronic media;
2. Integrate the management of electronic records with other records and information resources management programs;
3. Incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;
4. Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;
5. Make training available for users of electronic records systems that addresses:
    a. The operation, care, and handling of the equipment, software, media, and information contained in the system; and
    b. Records management concepts and applicable requirements, including any records management issues as they relate to item 5a;

6. Develop and maintain up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics necessary for reading or processing the records and the timely, authorized disposition of records; and

7. Specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.

13 TAC 7.72(c)

Records Control Schedules

The records management officer shall:

1. Prepare a records control schedule listing the following records and establishing a retention period for each:

   a. All records created or received by the district;

   b. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has not expired; and

   c. Any record no longer created or received by the district that is still in its possession and for which the retention period on a records retention schedule issued by TSLAC has expired but which will not be destroyed; and

2. File with the director and librarian a written certification of compliance that the district has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by TSLAC.

Amendment of Schedules

The records management officer shall review the district's records control schedules and prepare amendments to the schedules as needed to reflect new records created or received by the district or revisions to retention periods established in a records retention schedule issued by TSLAC. The records management officer shall file with the director and librarian a written certification of compliance that the district has amended the records control schedules to comply with the minimum requirements established on records retention schedules issued by TSLAC.

The board shall require in the ordinance or order establishing the records management program the review or approval of a records control schedule or amended schedule by the officers of the district as it considers necessary.

Local Gov't Code 203.041

Retention Periods

A retention period for each record on the records control schedule shall be determined by the board or under its direction. A retention period may not be less than a retention period prescribed by state or federal law, regulation, or rule of court; or a retention period for the record established on a records retention schedule issued by TSLAC. *Local Gov't Code 203.042*

TSLAC Retention Schedules

TSLAC has adopted the following retention schedules, among others:

Local Schedule GR — Records Common to All Governments,

Local Schedule EL — Records of Elections and Voter Registration,

Local Schedule TX — Records of Property Taxation, and

Local Schedule SD — Records for Public School Districts.

These schedules establish mandatory minimum retention periods for the records listed.

13 TAC 7.126, .131, .134, .135

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 microfilmed or electronically stored in accordance with legal requirements;
2. The record appears on a list of obsolete records as provided by Local Government Code 203.044;
3. The record is not listed on a records retention schedule issued by TSLAC and the district provides notice to TSLAC at least 10 days before destroying the record as required by Government Code 441.169 [see District's Duties, above];
4. A court issues an expunction order for the destruction or obliteration of the records, pursuant to state law; and
5. The records are defined as exempt from scheduling or filing requirements or listed as exempt in a records retention schedule issued by TSLAC.

Local Gov't Code 202.001

Electronic Records Destruction

Electronic records may be destroyed only in accordance with Local Government Code 202.001, above.

Each district must ensure that:

1. Electronic records eligible for destruction are disposed of in a manner that ensures protection of any confidential information; and
2. Electronic storage media used for electronic records containing confidential information is not reused if the previously recorded information can be compromised in any way through reuse.

13 TAC 7.78(a), (b)

Exceptions

A local government record the subject matter of which is known by the custodian to be the subject of litigation may not be destroyed until the litigation is settled. A local government record that is subject to a request under Government Code Chapter 552 (Public Information Act) may not be destroyed until the request is resolved. *Local Gov't Code 202.002*

[See FL regarding student records.]

Recordkeeping

As a board may require, the records management officer shall keep accurate lists of records destroyed, their volume, and other information of records management activities. *Local Gov't Code 203.046*

Preservation of Records

Permanent records shall be stored under conditions that meet the requirements of 13 Administrative Code 7.164.

Permanent Records

Microfilm

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of Local Government Code Chapter 204 and rules adopted under it. *Local Gov't Code 204.002*

Electronic Storage

Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of Local Government Code Chapter 205 and rules adopted under it. *Local Gov't Code 205.002*

Records Offenses

Destruction or Alienation of Record

A board member or district employee commits an offense if the board member or employee knowingly or intentionally violates Local Government Code Title 6, Subtitle C (local government records) or rules adopted under it by destroying or alienating a local government record in contravention of Local Government Code Subtitle C or by intentionally failing to deliver records to a succes-

sor 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*

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[1] Local Government Retention Schedules: https://www.tsl.texas.gov/slrm/recordspubs/localretention.html

District 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.

Required 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.

Not later than the 30th day after a new person is sworn in as a member 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.

A district shall annually submit to TEA the information required above for each member of the district's board of trustees. The in-

formation must identify the member designated as chair and be updated as required.

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 required postings are listed in the order they appear in 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.

Required Website 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. *Education Code 12A.005(a)(1); 19 TAC 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. *Education Code 12A.0071(a); 19 TAC 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 and maintain this until the district is assigned the accredited status. *19 TAC 97.1055(f)* [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. *19 TAC 97.1003(g)* [See AIA]

5. A board shall disseminate its Texas Academic Performance Report (TAPR) by posting it on the district website. *19 TAC 97.1008(f)* [See AIB]

6. Not later than the 10th day after the first day of instruction of each school year, a district shall make available each campus report card, the district's performance report, the district's accreditation status and performance rating, and a definition and

explanation of each accreditation status. *Education Code 39.362* [See AIB]

7. A district shall post its annual federal report card. *20 U.S.C. 6311(h)(2)* [See AIB]

8. A district or campus assigned a rating of D that qualifies under Education Code 39.0543(b) must notify the public of the meeting for input for the development of a local improvement plan 15 days prior to the meeting by way of the district and campus website. *19 TAC 97.1061(b)(3)(A)(ii)* [See AIC]

9. A campus intervention team must notify the public of the meeting for input for the development of a targeted improvement plan 15 days prior to the meeting by way of the district and campus website. *Education Code 39A.056; 19 TAC 97.1061(e)(3)(A)(ii)* [See AIC]

10. A district shall post a targeted improvement plan for a campus assigned an unacceptable performance rating on its website before the board hearing on the plan. *Education Code 39A.057(b)* [See AIC]

11. A district shall notify stakeholders of their ability to review the completed campus turnaround plan and post the completed plan on the district website at least 30 days before the final plan is submitted to the board of trustees. *19 TAC 97.1064(e)* [See AIC]

12. A district shall post required election notices. *Election Code 85.007* [See BBBA]

13. A district shall post required election information. *Election Code 4.009* [See BBBA]

14. The district shall post the branch daily register each day early voting is conducted. *Election Code 85.072* [See BBBA]

15. A district shall post early voting rosters. *Election Code 87.121* [See BBBA]

16. A district shall post election results. *Election Code 65.016* [See BBBB]

17. A district shall post the minutes of the last regular board meeting held before an election of trustees if the minutes reflect that a trustee is deficient in meeting the trustee's training requirement. *Education Code 11.159(b); 19 TAC 61.1(k)* [See BBD]

18. A district shall post a report filed with the district by a candidate, board member, or specific-purpose committee pursuant to Election Code Chapter 254 not later than the 10th business day after it is received. *Election Code 254.0401* [See BBBC]

19. A district shall provide access to conflicts disclosure statements and questionnaires. *Local Gov't Code 176.009* [See BBFA, CHE]

20. A district shall post the statements regarding activities to support and promote student health. *Education Code 28.004* [See BDF]

21. A district must post notice of school health advisory council (SHAC) meetings. *Education Code 28.004(d-1)* [See BDF]

22. A district must post the minutes and audio or video recording of each SHAC meeting. *Education Code 28.004(d-2)* [See BDF]

23. In addition to the other place at which notice or an agenda of a meeting is required to be posted by the Open Meetings Act, a district must also concurrently post notice of a meeting and the agenda for the meeting on the district's website. *Gov't Code 551.056(b)* [See BE]

24. A district that has a student enrollment of 10,000 or more shall post the archived recording, or a link thereto, of its meetings. *Gov't Code 551.128(b-1)* [See BE]

25. A board shall post minutes of a regular or special meeting, as approved by the board, not later than the seventh day after the date of a meeting at which a quorum of the board is present and voting. *Education Code 11.0621(b)(1)* [See BE]

26. A board shall post any resolution adopted by the board not later than the seventh day after the date of the meeting at which the resolution was adopted. *Education Code 11.0621(b)(2)* [See BE]

27. A district must post notice at least seven days before the date on which a meeting is held to discuss the certification of compliance with Education Code 11.005 (prohibition on diversity, equity, and inclusion activities) and 28.0022 (instructional requirements and prohibitions). *Education Code 39.008* [See BJA, BT, EMB]

28. A district conducting a bond election shall post the election order, the election notice, the contents of the proposition, and any sample ballot. *Election Code 4.003(f)* [See CCA]

29. 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. *Gov't Code 1251.052(d)* [See CCA]

30. A district issuing capital appreciation bonds shall post required information about the bonds. *Gov't Code 1201.0245* [See CCA]

31. The tax assessor for a district shall post prominently on a district's website a notice informing each owner of property located in the appraisal district that the estimated amount of taxes to be imposed on the owner's property may be found in the property tax database maintained by the appraisal district under Tax Code 26.17. *Tax Code 26.04(e-2)* [See CCG]

32. 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. *Education Code 11.184* [See CCG]

33. 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. *Tax Code 26.05(b)* [See CCG]

34. 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. *Former Tax Code 313.0265(c), as continued in effect by Tax Code 313.171* [See CCGB]

35. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget. *Education Code 44.0041* [See CE]

36. In the format prescribed by the comptroller, a district shall post or cause to be posted tax rate and budget information. *Tax Code 26.18* [See CE]

37. A district shall maintain its adopted budget on the district's website until the third anniversary of the date the budget was adopted. *Education Code 44.0051* [See CE]

38. A district shall continuously post its contact information and Annual Local Debt Report 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. *Local Gov't Code 140.008; 34 TAC 10.1-.6* [See CFA]

39. A district must post the Landowner's Bill of Rights statement provided by Government Code 402.031 before or at the same time as the district first represents in any manner to a landowner that the district possesses eminent domain authority. *Property Code 21.0112* [See CHG]

40. A district shall post each severance agreement entered into with an employee or independent contractor in a prominent place on its website. *Local Gov't Code 180.011* [See CJ, DEA]

41. Prior to conducting an active threat exercise, a district must provide adequate notice of the exercise through multiple distribution networks, including the district's website. *19 TAC 103.1211(b)(1)* [See CKB]

42. 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. *Education Code 34.007* [See CNA]

43. If a district adopts the Health and Human Services model guidelines for use of digital devices developed under Education Code 38.0231(a), the district shall post the guidelines. *Education Code 38.0231(d)* [See CQC]

44. 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. *Education Code 22.004(d)* [See CRD]

45. A district that is a service provider seeking to limit liability under the Digital Millennium Copyright Act must post information regarding its designated agent. *17 U.S.C. 512(c)(2)* [See CY]

46. A district shall post its employment policy and any regulations referenced. *Education Code 11.1513(a)* [See DC]

47. A district shall post the board's employment policies. *Education Code 21.204(d)* [See DCB]

48. The board shall make publicly available in a prominent location on the district's website procedures for resolving grievances; standardized forms for filing a grievance, a notice of appeal, or a request for a hearing; and the method by which a grievance may be filed electronically. *Education Code 26A.003* [See DGBA, FNG, GF]

49. The board shall adopt and post on the district's website early childhood literacy and mathematics proficiency plans that set specific annual goals. *Education Code 11.185(a)* [See EA]

50. 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. *Education Code 11.185* [See EA]

51. 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. *Education Code 11.186* [See EA]

52. A district shall make available on the district's website at the beginning of each semester an instructional plan or course syllabus for each class offered in the district for that semester. *Education Code 26.0062* [See EEP]

53. A district shall post on the home page of the district's website a notice stating that a parent of a student enrolled in the district is entitled to review instructional materials and may request that the district make the instructional materials available for review. *Education Code 26.006(g)* [See EFA]

54. If established, a local school library advisory council shall ensure that notice of the date, hour, place, and subject of its meetings are posted at least 72 hours before the meeting on the district's website, along with minutes and audio or video recording of the meetings. *Education Code 33.025* [See EFB]

55. A district shall post on its website a form adopted by TEA to be used in making written challenges to library materials. *Education Code 33.027* [See EFB]

56. 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. *Education Code 28.004(j)* [See EHAA]

57. 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. *Education Code 29.0112* [See EHBAD]

58. Each year, a district shall post a report on measurable outcomes for each dropout recovery education program offered by the district. *Education Code 29.081(e-6)* [See EHBC]

59. 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. *19 TAC 102.1003(h)* [See EHBG]

60. Annually, a district shall post any agreement between the district and a public institution of higher education to provide a dual credit program. *Education Code 28.009(b-2)* [See EHDD]

61. A district shall publish information from TEA explaining the advantages of the distinguished level of achievement and each endorsement. *Education Code 28.02121* [See EIF]

62. A district shall post the date the PSAT/NMSQT will be administered and the date any college advanced placement tests will be administered. *Education Code 29.916* [See EK]

63. 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 districtwide. *20 U.S.C. 6312(e)(2)(B)* [See EKB]

64. A district shall post in a prominent location the form developed by TEA for providing information about parental rights and options. *Education Code 26.001(d)(4)* [See FA]

65. A district shall post information regarding local programs and services, including charitable programs and services, available to assist students who are homeless. *Education Code 33.906* [See FDC]

66. A district shall prominently post information about required and recommended immunizations and procedures for claiming an exemption from immunization requirements. *Education Code 38.019* [See FFAB]

67. 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. *Education Code 38.0151* [See FFAF]

68. A district must prominently display the contact information required to be listed for the Title IX Coordinator and policy. *34 C.F.R. 106.8(b)* [See FFH]

69. A district must make available all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. *34 C.F.R. 106.45(b)(10)(i)(D)* [See FFH]

70. To the extent practicable, a district must post the procedure for reporting bullying established by the district's bullying policy. *Education Code 37.0832(e)* [See FFI]

71. A district shall post the email address and dedicated phone number of the campus behavior coordinator for each district campus. *Education Code 26.015* [See FO]

72. A district that suspends the applicability of the requirements of the Public Information Act must provide notice to the public of the suspension. The district must maintain the notice of the suspension during the suspension period. *Gov't Code 552.2325(h)* [See GBAA]

73. If the board designates a method for making a written request for public information, other than mail, email, or hand-delivery, the board must post a statement that a request may be made by that method unless the statement is on the sign required by Government Code 552.205. *Gov't Code 552.234(b)* [See GBAA]

74. 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. *Gov't Code 552.235* [See GBAA]

75. 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, including the appeal process. *Education Code 37.105; 19 TAC 103.1207(g)* [See GKA]

Optional Website Postings

A district that maintains an internet website has the following options:

1. A board may broadcast an open meeting over the internet. *Gov't Code 551.128* [See BE]

2. A district may make its proposed budget clearly accessible on the home page of the district's website instead of including a physical copy of the proposed budget with the notice of a meeting at which the board will discuss or adopt a budget. *Gov't Code 551.043(c)* [See BE, CCG]

3. A district may publish the superintendent's employment contract on the district's website instead of publishing it in the an-

nual financial management report. *19 TAC 109.1001(q)(3)(B)(i)* [See CFA]

4. 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. *Education Code 11.1513* [See DC]

5. A district shall either post online or provide physical copies of the report on library materials. *Education Code 35.006* [See EFB]

6. A district may place on its internet website a current copy of the procedural safeguards notice regarding special education and related services. *34 C.F.R. 300.504(b)* [See EHBAE]

7. 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. *Education Code 28.010* [See EHDD]

8. A board may post a mailing address and email address designated for receiving written requests for public information on its website. *Gov't 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

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[1] TDSHS Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis: https://www.dshs.texas.gov/sites/default/files/schoolhealth/pdf/FINAL%20Guidelines%20for%20Food%20Allergies%203.2023.pdf

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 D: PERSONNEL

DA	EMPLOYMENT OBJECTIVES
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SECTION D: PERSONNEL

DFFB	Program Change
DFFC	Continuing Contracts
DG	EMPLOYEE RIGHTS AND PRIVILEGES
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DGB	Personnel-Management Relations
DGBA	Employee Complaints/Grievances
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DH	EMPLOYEE STANDARDS OF CONDUCT
DHA	Educator Code of Ethics
DHB	Reports to State Board for Educator Certification
DHC	Reports to Texas Education Agency
DHE	Searches and Alcohol/Drug Testing
DHF	Gifts and Solicitations
DI	EMPLOYEE WELFARE
DIA	Freedom from Discrimination, Harassment, and Retaliation
DJ	EMPLOYEE RECOGNITION AND AWARDS
DK	ASSIGNMENT AND SCHEDULES
DL	WORK LOAD
DLA	Staff Meetings
DLB	Required Plans and Reports
DM	PROFESSIONAL DEVELOPMENT
DMA	Required Staff Development
DMB	Career Advancement
DMC	Continuing Professional Education
DMD	Professional Meetings and Visitations
DME	Research and Publication
DN	PERFORMANCE APPRAISAL
DNA	Evaluation of Teachers
DNB	Evaluation of Campus Administrators
DP	PERSONNEL POSITIONS
DPA	Principals
DPB	Other Personnel Positions
DPC	Substitute, Temporary, and Part-Time Positions

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 DPA];
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(a), (d), (i)

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. *Education Code 11.170* [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. *Education Code 11.1513(b)*

Posting of Vacancies

A district's employment policy must provide that not later than the fifth 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:

1. Notice of the position by posting the position on:
    a. A bulletin board at:
        (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; or
    b. The district's internet website, if the district has a website; and
2. A reasonable opportunity to apply for the position.

Education Code 11.1513(d)

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 five 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 five school days before filling the position or to provide a reasonable opportunity to apply for the position. *Education Code 11.1513(e)*

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]

Daily Rate of Pay The employment policy must provide that for purposes of determining the amount of a reduction in the salary of a classroom teacher, full-time counselor, or full-time librarian for unpaid leave, the employee's daily rate of pay is computed by dividing the employee's annual salary by the number of days the employee is expected to work for that school year. *Education Code 11.1513(l)* [See DEC]

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 10 months of service. An educator employed under a 10-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 reduc-

tion 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 investi-

gated 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)

Personnel Duties

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

Posting Vacancies

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

Applications

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

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

Recommending Relatives for Employment

A District employee with responsibilities within the District's hiring process shall be prohibited from recommending for hire any person related to that employee within the third degree by blood or marriage.

Employment of Contractual Personnel

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

The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

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

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

Employment Assistance Prohibited

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

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Persons Under Probationary Contracts

Except as provided below, each of the following persons shall be employed under a probationary contract when the person is employed by the district for the first time or if the person has not been employed by the district for two consecutive school years subsequent to August 28, 1967:

1. Principal.
2. Supervisor.
3. Classroom teacher.
4. School counselor.
5. Other full-time professional employee who is required to hold a certificate issued under Education Code Chapter 21, Subchapter B [see DK(EXHIBIT)].
6. Nurse.

Exclusions

Education Code Chapter 21, Subchapter C (relating to probationary contracts) does not apply to the superintendent or a person who is not entitled to a probationary, continuing, or term contract under Education Code 21.002 [see DC(LEGAL) at Contract Employees], an existing contract, or district policy.

Education Code 21.101, .102(a)

Exceptions

Rehires

A person who previously was employed as a teacher by the district, and after at least a two-year lapse in district employment returns to district employment, may be employed under a probationary contract. *Education Code 21.102(a)*

Principal or Classroom Teacher

The district may employ a person as a principal or classroom teacher under a term contract if the person has experience as a public school principal or classroom teacher, respectively, regardless of whether the person is being employed by the district for the first time or whether a probationary contract would otherwise be required under Education Code Section 21.102. *Education Code 21.202(b)*

Change in Professional Capacity

An employee may be employed under a probationary contract if the employee voluntarily accepts an assignment in a new professional capacity that requires a different class of certificate under Education Code Chapter 21, Subchapter B than the class of certifi-

cate held by the employee in the professional capacity in which the employee was previously employed.

This provision does not apply to an employee who is returned by the district to a professional capacity in which the employee was employed by the district before the district employed the employee in the new professional capacity. The employee is entitled to be employed in the original professional capacity under the same contractual status as the status held by the employee during the previous employment by the district in that capacity.

Education Code 21.102(a-1) [See 19 TAC 230.33(b) for list of certificate classes]

Term of Contract

A probationary contract may not be for a term exceeding one school year.

Maximum

A probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the district.

Exception

A probationary contract period may be extended beyond the third consecutive year of employment if, during the third year of the probationary period, the board determines that it is doubtful whether a continuing contract or a term contract should be given. If the board makes such a determination, the district may make a probationary contract for a term ending with the fourth consecutive school year.

Education Code 21.102

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

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;
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, recognized, or acknowledged 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 submission 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

Teacher Incentive Allotment

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.

A district shall annually certify that:

1. Funds received were used as follows:

   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; and

   b. Any other funds were used for costs associated with implementing the local optional teacher designation system, including efforts to support teachers in obtaining designations; and

2. The district prioritized high needs campuses in the district in using funds.

Education Code 48.112(c), (i)

Nationally Board Certified Designation

A classroom teacher that holds a National Board Certification issued by the National Board for Professional Teaching Standards may be designated as nationally board certified in accordance with the commissioner's rules for eligibility. This designation is valid for a five-year period, regardless of whether the State Board for Educator Certification (SBEC) revokes authorization for a nationally board certified teacher designation. *Education Code 21.3521(c)-(c-1); 19 TAC 150.1013*

Enhanced Teacher Incentive Allotment Systems

Each school year, the commissioner shall, using criteria developed by the commissioner, designate as enhanced teacher incentive allotment system school districts that implement comprehensive school evaluation and support systems. The criteria developed by the commissioner must require a district to:

1. For principals and assistant principals, implement:

   a. A strategic evaluations system aligned with the district's or school's teacher designation system; and

b. A comprehensive system based on performance;

2. Ensure that under the district's teacher designation system substantially all classroom teachers, regardless of the grade level or subject area to which the teacher is assigned, are eligible to earn a designation under Education Code 21.3521(a);

3. Implement for all classroom teachers a compensation plan based on performance that:

   a. Uses a salary schedule that differentiates among classroom teachers based on staff appraisals; and

   b. Does not include across-the-board salary increases for classroom teachers except for periodic changes to the district's or school's salary schedule to adjust for significant inflation and;

4. Implement a locally designed plan to place highly effective teachers at high needs campuses and in accordance with Education Code 28.0062(a)(3).

The commissioner may designate a school district as an enhanced teacher incentive allotment system only if the district has implemented a local optional teacher designation system under Education Code 21.3521.

The commissioner may remove a school district's designation as an enhanced teacher incentive allotment system if the commissioner determines the district no longer meets the criteria for the designation.

Education Code 21.3521(d-1)-(d-3)

For a district that is designated as an enhanced teacher incentive allotment system under Education Code 21.5321(d-1), the commissioner shall increase the amount to which the district is entitled under Education Code 48.112 by multiplying that amount by 1.1. *Education Code 48.112(g-1)*

For a district whose allotment increased under Education Code 48.112(g-1), the district must annually certify the amount by which the allotment was increased under Education Code 48.112(g-1) was used to meet the criteria to maintain a designation as an enhanced teacher incentive allotment system under Education Code 21.3521(d-1). *Education Code 48.112(i)(B)*

Technical Assistance from TEA

TEA shall develop and provide technical assistance for districts that request assistance in implementing a local optional teacher designation system listed in Education Code 21.3521(e). *Education Code 21.3521(e)*

From funds appropriated or otherwise available for this purpose, TEA shall establish and administer a grant program to provide money and technical assistance as described in law. *Education Code 21.3522*

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. *Education Code 21.3521(f)*

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)*

Teacher Retention Allotment

A school district is entitled to an annual allotment for each classroom teacher who is employed by or contracts with the district for which the allotment is provided as determined under Education Code 48.158(b).

"Classroom teacher," for purposes of this allotment, is defined by Education Code 5.001, except the term also includes a person who is not required to hold a certificate under Subchapter B, Chapter 21 who otherwise meets the definition of classroom teacher under Education Code 5.001, and a person employed by an entity with which a school district has entered into a contract who otherwise meets the definition of a classroom teacher under Education Code 5.001.

Education Code 48.158(a)-(b)

Use of Teacher Retention Allotment for 2025-26

For the 2025-26 school year, a school district shall use money received under the Teacher Retention Allotment to increase the salary provided to each classroom teacher for which the district is entitled to funding under the Teacher Retention Allotment for that year over the salary the teacher received or would have received if the teacher was employed by or contracted with the district in the 2024-25 school year by at least the amount received per classroom teacher under the Teacher Retention Allotment. *Education Code 48.158(c)(1)*

Use of Teacher Retention Allotment for 2026-27 and Beyond

For the 2026-27 and each subsequent school year, a school district shall use money received under the Teacher Retention Allotment to maintain the salary increases for classroom teachers provided under for the 2025-26 school year, above. Any additional funding generated for a school district under this section may only be used for the compensation of classroom teachers who are employed by or contract with the district and who have three or more years of experience. *Education Code 48.158(d)*

Use of Teacher Retention Allotment by Enhanced TIA Systems

For the 2025-26 school year, if the district is applying to be designated as an enhanced teacher incentive allotment system, the district shall use the money received for the Teacher Retention Allotment to increase the salaries of classroom teachers for the year based on performance.

A school district that has been designated as an enhanced teacher incentive allotment system for the applicable school year may use money received under the Teacher Retention Allotment to provide salaries to classroom teachers in accordance with the district's compensation plan.

Education Code 48.158(c)(2), (e)

Support Staff Retention Allotment

A school district is entitled to an annual allotment of $45 for each student in adjusted average attendance, as defined in Education Code 48.1581(b). For the 2025-26 school year, a district shall use this allotment to increase the salaries provided to non-administrative staff. For the 2026-27 and each subsequent school year, a district shall use this allotment to maintain these salary increases. Any additional money the district receives under this section may only be used for the compensation of non-administrative staff. *Education Code 48.1581(c)*

"Non-administrative staff" includes a full-time or part-time employee who is not eligible for a salary increase from the Teacher Retention Allotment, above, including: a teacher not eligible for a salary increase under the Teacher Retention Allotment, above, a librarian, a school nurse, a teacher's assistant, a member of the custodial staff, a member of the food services staff, a bus driver, an administrative assistant, and other support staff.

"Non-administrative staff" does not include a superintendent of a school district or other administrator serving as educational leader and chief executive officer, an assistant superintendent or a person in an equivalent role, a principal or assistant principal, or an employee in a centralized supervisory role. *Education Code 48.1581(a)*

Use of Staff Retention Allotment for 2025-26

For the 2025-26 school year, a school district shall use money received under Education Code 48.1581(c) to increase the salaries provided to non-administrative staff. *Education Code 48.1581(d)*

Use of Staff Retention Allotment for 2026-27 and Beyond

For the 2026-27 and each subsequent school year, a school district shall use money received under Education Code 48.1581(c) to maintain the salary increases provided under Education Code 48.1581(d). Any additional money the district receives under this section may only be used for the compensation of non-administrative staff. *Education Code 48.1581(e)*

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.

A school district shall assign a mentor teacher to a classroom teacher who has been issued a temporary certificate to teach ca-

reer and technology education under Education Code 21.0444 for at least two school years.

Education Code 21.458(a-1), (a-2)

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)

Achievement Academy Stipends

Literacy Achievement Academy

A classroom teacher who provides instruction to students in kindergarten through third grade and completes a literacy achievement academy is entitled to receive a stipend from the school district in the amount determined by the commissioner. A district may provide a stipend to a classroom teacher who provides instruction to students in a grade level above third grade. A stipend received under this subsection is not considered in determining whether a school district is paying the classroom teacher the minimum monthly salary under Education Code 21.402.

A school district is not required to provide a literacy achievement academy stipend to a classroom teacher if the teacher:

1. Attends the literacy achievement academy as part of an educator preparation program in which the teacher is enrolled;

2. Attends the literacy achievement academy on a day or during hours of service included in the term of the teacher's contract; or

3. Is not directed or approved by the school district at which the teacher is employed to attend the literacy achievement academy.

Education Code 21.4552(d), (d-1)

Mathematics Achievement Academy

A classroom teacher who completes a mathematics achievement academy is entitled to receive a stipend from the school district in the amount determined by the commissioner. A stipend received under this subsection is not considered in determining whether a district is paying the classroom teacher the minimum monthly salary under Education Code 21.402.

A school district is not required to provide a stipend under the mathematics achievement academy to a classroom teacher if the teacher:

1. Attends the mathematics achievement academy as part of an educator preparation program in which the teacher is enrolled;
2. Attends the mathematics achievement academy on a day or during hours of service included in the term of the teacher's contract; or
3. Is not directed or approved by the school district at which the teacher is employed to attend the mathematics achievement academy.

Education Code 21.4553(d), (d-1)

Post Secondary Career Counseling Academy Stipend

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: For a detailed treatment of termination and nonrenewal of educator contracts, see policies DFAA and DFAB (Probationary Contracts), and DFBA and DFBB (Term Contracts).

Withholding Information

An attempt by any district employee to encourage or coerce a child to withhold information from the child's parent is grounds for discharge or suspension under Education Code 21.104 (probationary contracts) and 21.211 (term contracts) or by the State Board for Educator Certification (SBEC), if applicable. *Education Code 26.008(b)*

Registry of Persons Not Eligible for Employment

A district shall discharge, or refuse to hire, or terminate, a person listed on TEA's registry of persons who are not eligible to be employed. [See DBAA] *Education Code 22A.151(b)*

Discharge of Convicted Employees

A district shall discharge or refuse to hire an employee or applicant for employment if the district obtains information through a criminal history record information (CHRI) review that the employee or applicant has been:

1. Convicted of or placed on deferred adjudication community supervision for:
    a. An offense requiring registration as a sex offender under Code of Criminal Procedure Chapter 62;
    b. An offense under Penal Code 21.12, Improper Relationship Between an Educator and a Student, or Penal Code 43.24, Sale, Distribution, or Display of Harmful Material to a Minor;
    c. A felony offense under Penal Code Chapter 43, Public Indecency;
    d. A felony offense involving school property; or
    e. An offense under the laws of another state or federal law that is equivalent to items a, b, c, or d; or
2. Convicted of:
    a. A felony under Title 5, Penal Code; or
    b. An offense under the laws of another state or federal law that is equivalent to an offense under item 2a, above.

Exception

However, a district is not required to discharge an employee if the person committed an offense under Title 5, Penal Code, and:

1. The date of the offense is more than 30 years before the date the person's employment will begin; and

2. The employee satisfied all terms of the court order entered on conviction.

Education Code 22A.157(a)-(b), 22A.201(a) [See DBAA]

Certification to Commissioner

Each school year, a superintendent shall certify to the commissioner that the district has complied with the above provisions. *Education Code 22A.157(f)*

Sanctions

SBEC may impose a sanction on an educator who does not discharge an employee if the educator knows or should have known, through a criminal history record information review, that the employee has criminal history described in Discharge of Convicted Employees, above. *Education Code 22A.157(e)*

Termination for Failure to Disclose

A district may discharge an employee if the district obtains information of the employee's conviction of a felony or of a misdemeanor involving moral turpitude that the employee did not disclose to SBEC or the district. An employee so discharged is considered to have been discharged for misconduct for purposes of Labor Code 207.044 (unemployment compensation). *Education Code 22A.157(d)*

Certain Offenses Against Students

Mandatory Termination

If a district receives notice that SBEC has revoked the certificate of a person based on the offenses listed at Discharge of Convicted Employees, the district shall:

1. Immediately remove the person whose certificate has been revoked from campus or from an administrative office, as applicable, to prevent the person from having any contact with a student; and

2. For a person employed under a Chapter 21 probationary or term contract, with the approval of the board or its designee:

    a. Suspend the person without pay;

    b. Provide the person with written notice that the person's contract is void [see Notice to Employee, below]; and

    c. Terminate the employment of the person as soon as practicable.

Education Code 22A.201(a), (c)

Discretionary Termination

If a district becomes aware that a person employed by the district under a probationary or term contract under Chapter 21 has been convicted of or received deferred adjudication for a felony offense, and the person is not subject to the mandatory termination provi-

sion above, the district may, with the approval of the board or its designee:

1. Suspend the person without pay;
2. Provide the person with written notice that the person's contract is void [see Notice to Employee, below]; and
3. Terminate the employment of the person as soon as practicable.

Education Code 22A.201(d)

Notice to Employee

A person's probationary or term contract under Chapter 21 is void if, with the approval of the board or its designee, the district provides written notice to the person, under the mandatory or discretionary termination provisions above, that the person's contract is void. *Education Code 22A.201(e)*

No Appeal

Action taken by a district under the mandatory or discretionary terminations provisions above is not subject to appeal under Education Code Chapter 21 and the notice and hearing requirements of Chapter 21 do not apply to the action. *Education Code 22A.201(g)*

Invalid or Expired Certification

An employee's probationary or term contract is void if the employee:

1. Does not hold a valid certificate or permit issued by SBEC;
2. Fails to fulfill the requirements necessary to renew or extend the employee's temporary, probationary, or emergency certificate or any other certificate or permit issued under Education Code Chapter 21, Subchapter B; or
3. Fails to comply with any requirement under Education Code Chapter 22, Subchapter C [criminal history review, see DBAA], if the failure results in suspension or revocation of the employee's certificate.

Education Code 21.0031(a)

A certificate or permit is not considered to have expired if:

1. The employee has completed the requirements for renewal of the certificate or permit;
2. The employee submitted the request for renewal before the expiration date; and

3. The date the certificate or permit would have expired is before the date SBEC takes action to approve the renewal of the certificate or permit.

Education Code 21.0031(f)

District's Options

If a district has knowledge that an employee's contract is void under Education Code 21.0031(a), the district may:

1. Terminate the employee;
2. Suspend the employee with or without pay; or
3. Retain the employee for the remainder of the school year on an at-will employment basis in a position that does not require a contract under Education Code 21.002, at the employee's existing rate of pay or at a reduced rate.

The employee is not entitled to the minimum salary prescribed by Education Code 21.402.

Education Code 21.0031(b)

Exception

A district may not terminate or suspend an employee under 21.0031(b) because of the employee's lack of a valid certificate or permit, or failure to renew or extend a certificate or permit, if:

1. The employee requests an extension from SBEC to renew, extend, or otherwise validate the employee's certificate or permit; and
2. Not later than the 10th day after the date the contract is void, the employee takes necessary measures to renew, extend, or otherwise validate the employee's certificate or permit, as determined by SBEC.

Education Code 21.0031(b-1)

No Appeal or Chapter 21 Hearing

A school district's decision under Education Code 21.0031(b) is not subject to appeal under Education Code Chapter 21, and the notice and hearing requirements of that chapter do not apply to the decision. *Education Code 21.0031*

Applicability

These void contract provisions do not affect the rights and remedies of a party in an at-will employment relationship and do not apply to a certified teacher assigned to teach a subject for which the teacher is not certified. *Education Code 21.0031; Nunez v. Simms, 341 F.3d 385 (5th Cir. 2003)*

Report to SBEC

A superintendent shall report the educator's termination to SBEC if the conditions set forth at Education Code 22A.051 exist. [See DHB]

Report to Superintendent

A principal shall report the educator's termination to the superintendent if the conditions set forth at Education Code 22A.051 exist. [See DPA]

Falsification of Military Record

A district may discharge an employee, regardless of whether the employee is employed under an employment contract, if the district determines, based on a reasonable factual basis, that the employee, in obtaining the employee's employment or any benefit relating to the employee's employment, falsified or otherwise misrepresented any information regarding the employee's military record in a manner that would constitute an offense under Penal Code 32.54.

An employment contract entered into by a district with an employee discharged by the employer under Labor Code Chapter 105 is void and unenforceable as against public policy. [See DF series]

Labor Code Ch. 105

Prohibition on Diversity, Equity, and Inclusion

A district shall adopt a policy and procedure for the appropriate discipline, including termination, of a district employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties. The district shall provide a physical and electronic copy of the policy and procedure to each district employee or contractor.

The policy and procedure adopted by a district must ensure that an employee or contractor receives adequate due process and an opportunity to appeal disciplinary actions, including termination, in the same manner provided for other disciplinary actions. [See BT]

Education Code 11.005(c)-(d)

Prohibited Classroom Instruction

A district shall adopt a policy and procedure for the appropriate discipline, including termination, of a district or school employee or contractor who intentionally or knowingly engages in or assigns to another person an act prohibited by Education Code 28.0022 (Certain Instructional Requirements and Prohibitions). The district shall provide a physical and electronic copy of the policy and procedure to each district or school employee or contractor. [See EMB] *Education Code 28.0022(h)*

Suspension Without Pay

A board may, for good cause as determined by the board, suspend an employee without pay:

1. Pending discharge, or
2. In lieu of termination.

The suspension may not extend beyond the end of the school year.

Education Code 21.211(b)

Back Pay

If an employee is not discharged after being suspended without pay pending discharge, the employee is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

Grounds for Dismissal

A board may terminate a term contract and discharge a term contract employee at any time for:

1. Good cause as determined by the board; or
2. A financial exigency that requires a reduction in personnel.

Education Code 21.211(a)

Notice

Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of a district's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985)*

Hearing

If a term contract employee desires a hearing before an independent hearing examiner, the employee must file a written request with the commissioner of education not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. The employee must provide a district with a copy of the request and must provide the commissioner with a copy of the notice.

The parties may agree in writing to extend by not more than 10 days the deadline for requesting a hearing.

Education Code 21.251(a), .253 [See DFD]

Financial Exigency

An employee who is protesting proposed action to terminate a term contract at any time on the basis of a financial exigency declared under Education Code 44.011 [see CEA] that requires a reduction in personnel must notify the board in writing not later than the 10th day after the date the employee receives notice of the proposed action. The employee is entitled to a hearing in the manner provided under Education Code 21.207 for nonrenewal of a term con-

tract [see DFBB] or a hearing under Education Code Chapter 21, Subchapter F, as determined by the board. *Education Code 21.159*

Report by Principal

The principal of a district, including a district of innovation, must notify the superintendent not later than the seventh business day after the date of an educator's termination of employment following an alleged incident of misconduct described by Education Code 22A.051(a) or the principal knew about an educator's misconduct under Education Code 22A.051(a)(1), or not later than 48 hours after the principal becomes aware of evidence of misconduct described by Education Code 22A.051(a)(2)(A), (B), (C), or (D)(b)(1). *Education Code 22A.051(c); 19 TAC 249.14(e)* [See DPA]

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)

Sanctions Prohibited

SBEC may not impose a sanction against a teacher who relinquishes a position under a probationary, term, or continuing contract and leaves the employment of the district after the 45th day before the first day of instruction for the upcoming school year in violation of and without the consent of the board if the teacher's fail-

ure to comply with Education Code 21.105(a), 21.160(a), or 21.210(a) was due to:

1. A serious illness or health condition of the teacher or a close family member of the teacher;
2. The teacher's relocation because the teacher's spouse or a partner who resides with the teacher changes employers or location of employment;
3. A significant change in the needs of the teacher's family in a manner that requires the teacher to:
    a. Relocate; or
    b. Forgo employment during a period of required employment under the teacher's contract; or
4. The teacher's reasonable belief that the teacher had written permission from the school district's administration to resign.

Education Code 21.105(g), .160(g), .210(g)

Board Action

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 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 10 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.

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)

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). A reduction of one month in suspension time will be given for each factor established, except for the factors 7-10 below. 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:
    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)(2)

Required Report to SBEC

A superintendent shall report the educator's resignation to SBEC if the conditions set forth at Education Code 22A.051 exist. [See DHB] *Education Code 22A.051*

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 22A.051(b); 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 as described by Education Code 22A.051(c) [see DPA]. *Education Code 22A.051(c)*

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

United States Constitution

A district shall take no action abridging the freedom of speech or the right of the people to petition the board for redress of grievances. *U.S. Const. Amend. I, XIV*

When a board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia, 515 U.S. 819, 828 (1995); City of Madison v. Wis. Emp. Rel. Comm'n, 429 U.S. 167, 174 (1976); Pickering v. Bd. of Educ., 391 U.S. 563, 568 (1968)* [See DG]

Texas Constitution

Employees shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

Federal Laws

Section 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *34 C.F.R. 104.7(b), .11*

Americans with Disabilities Act

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 C.F.R. 35.107, .140*

Title IX

A district that receives federal financial assistance, directly or indirectly, shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX of the Education Amendments of 1972. *34 C.F.R. 106.8(c); North Haven Bd. of Educ. v. Bell, 456 U.S. 512 (1982)* [For legally referenced material relating to Title IX grievance procedures, see FFH(LEGAL).]

State Laws

Wages, Hours, Conditions of Work

The prohibition against collective bargaining and strikes [see DGA] does not impair the right of employees to present grievances concerning their wages, hours of employment, or conditions of work, either individually or through a representative that does not claim the right to strike. *Gov't Code 617.005*

The term "conditions of work" should be construed broadly to include any area of wages, hours or conditions of employment, and any other matter that is appropriate for communications from employees to employer concerning an aspect of their relationship. *Atty. Gen. Op. JM-177 (1984); Corpus Christi Am. Fed'n of Teachers v. Corpus Christi Indep. Sch. Dist., 572 S.W.2d 663 (Tex. 1978)*

The statute protects grievances presented individually or individual grievances presented collectively. *Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.)*

Representative

A district cannot deny an employee's representative, including an attorney, the right to represent the employee at any stage of the grievance procedure, so long as the employee designates the representative and the representative does not claim the right to strike. *Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.); Sayre v. Mullins, 681 S.W.2d 25 (Tex. 1984)*

A district should meet with employees or their designated representatives at reasonable times and places to hear grievances concerning wages, hours of work, and conditions of work. The right to present grievances is satisfied if employees have access to those in a position of authority to air their grievances. However, that authority is under no legal compulsion to take action to rectify the matter. *Atty. Gen. Op. H-422 (1974); Corpus Christi Indep. Sch. Dist. v. Padilla, 709 S.W.2d 700 (Tex. App.—Corpus Christi, 1986, no writ)*

Employment Policy

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

District Grievance Policy

The board shall adopt a grievance policy to address grievances received by the district. *Education Code 26A.001(a)*

Levels of Review

The policy must provide for the following levels of review, except as provided below:

1. Review by the principal of the district campus at which the grievance is filed or the principal's designee or, for a grievance that arises from subject matter unrelated to a campus, an administrator at the school district's central office;
2. If established by the policy, an appeal to an administrator at the school district's central office;
3. An appeal to the superintendent of the school district or the superintendent's designee; and
4. An appeal to the board of trustees of the school district.

A review or appeal on a grievance must be conducted by a person with the authority to address the grievance unless a preliminary hearing is necessary to develop a record or a recommendation for the board of trustees of the school district.

Education Code 26A.001(b), (c)

General Requirements

The policy must:

1. Prohibit the board or a district employee from retaliating against a student or parent of a student who files a grievance in accordance with the policy;
2. Require a person involved in reviewing a grievance under the policy to recuse himself or herself from reviewing the grievance if the person is the subject of the grievance;
3. Provide for a higher level of review if the person who would otherwise review the grievance is required to recuse himself or herself;
4. Provide for the creation and retention of a record of each hearing on the grievance, including documents submitted by the person who filed the grievance or determined relevant by school district personnel and a written record of the decision, including an explanation of the basis for the decision and an indication of each document that supports the decision;
5. Allow the person who filed the grievance to supplement the record with additional documents or add additional claims;
6. Allow for a member of the board to file a grievance with the district, but prohibit the member from voting on matters related to that grievance;

7. Allow for a remand to a lower level of review to develop a record at any time, including at the board level of review;

8. Require the district to direct a grievance that is filed with the incorrect administrator to the appropriate administrator and consider the grievance filed on the date on which the grievance was initially filed;

9. Require the district to issue a decision on the merits of the concern raised in the grievance, notwithstanding procedural errors or the type of relief requested;

10. Unless otherwise required by law, allow for a hearing or meeting at which the grievance will be discussed to be open or closed at the request of the person who filed the grievance; and

11. For a grievance before the board, require that the person who filed the grievance be provided at least five business days before the date on which the meeting to discuss the grievance will be held a description of any information the board of trustees intends to rely on that is not contained in the record; and

12. For a grievance before the board, require the meeting at which the grievance is discussed be recorded by video or audio recording or by transcript created by a certified court reporter.

Education Code 26A.001(e)

Deadlines

Appeal

The policy must provide at least 20 days to file an appeal after the date on which a decision on the grievance was made.

Hearings

For a hearing that is not before the board of trustees of the school district, the policy must require:

1. The district to hold a hearing not later than the 10th day after the date on which the grievance or appeal was filed; and

2. A written decision to be made not later than the 20th day after the date on which the hearing was held that includes any relief or redress to be provided and information regarding filing an appeal, including the timeline to appeal under this provision and Education Code 7.057, if applicable.

For a hearing before the board, the policy must require the board to:

1. Hold a meeting to discuss the grievance not later than the 60th day after the date on which the previous decision on the grievance was made; and

2. Make a decision on the grievance not later than the 30th day after the date on which the meeting is held.

Education Code 26A.002

Employee Grievance Policy

A district's grievance policy must permit an employee to report a grievance against a supervisor to a different supervisor if the employee alleges that the supervisor:

1. Violated the law in the workplace; or

2. Unlawfully harassed the employee.

Telephone Representation

If a district's grievance policy provides for representation, the policy must permit an employee's representative to represent the employee through a telephone conference call at any formal grievance proceeding, hearing, or conference at which the employee is entitled to representation according to the policy. This provision applies to grievances under Education Code 11.171(a) and only if the district has the equipment necessary for a telephone conference call.

Education Code 11.171(a), (c)

Audio Recording

A district's grievance policy must permit an employee who reports a grievance to make an audio recording of any meeting or proceeding at which the substance of a grievance that complies with the policy is investigated or discussed. The implementation of an employee's authorization to make an audio recording may not result in a delay of any timeline provided by the grievance policy. A district is not required to provide equipment for the employee to make the recording. *Education Code 11.171(b)*

Board Committee

The board may delegate the authority to hear and decide a grievance to a committee of at least three members composed only of members of the board. For purposes of an appeal to the commissioner under Education Code 7.057, a decision by the committee is a decision of the board of trustees. The policy requirements above apply to the committee in the same manner as those requirements apply to the board. *Education Code 26A.001(e)*

Report on Grievance

Each school district shall annually submit a report on grievances filed in the district during the preceding year. *Education Code 26A.001(g)*

Filing Procedures and Forms

The board shall develop, make publicly available in a prominent location on the district's website, and include in the district's student handbook the procedures for resolving grievances; standardized forms for filing a grievance, a notice of appeal, or a request for a hearing under this chapter; and the method by which a grievance may be filed electronically.

Electronic Filing

A district shall ensure that a grievance may be submitted electronically at the location on the district's website at which the information described above is available.

TEA Notification

A district shall submit and make accessible to the Texas Education Agency the location on the district's website at which the information described above is available.

Education Code 26A.003

Commissioner Enforcement

If a grievance is appealed to the commissioner under Education Code 7.057, the commissioner of education may:

On Appeal

1. Investigate an alleged violation of state or federal law regarding the confidentiality of student information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), relating to the grievance and collaborate with relevant federal agencies in such an investigation; and

2. Take any action necessary to compel the district, the district's board, or a district employee to comply with the state or federal law.

Education Code 26A.001(f)

Determination of Retaliation

If the commissioner determines that a school district educator has retaliated against a student or parent of or person standing in parental relation to a student in violation of the policy requirement, above, the commissioner of education may report the educator to the State Board for Educator Certification for investigation. *Education Code 26A.001(i)*

Superintendent Testimony

If the commissioner of education finds against a school district under Education Code 7.057 in at least five grievances to which that provision applies involving the district during a school year, the superintendent of the school district must appear before the State Board of Education to testify regarding the commissioner's findings and the frequency of grievances against the district. *Education Code 26A.004*

Finality of Grades

An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary, erro-

neous, or not consistent with a district's grading policy applicable to the grade, as determined by the board.

A board's determination is not subject to appeal.

Education Code 28.0214

Open Meetings Act

A board is not required to conduct an open meeting to hear a complaint or charge against an employee. However, a board may not conduct a closed meeting if the employee who is the subject of the hearing requests a public hearing. *Gov't Code 551.074* [See BEC]

Closed Meeting

A board may conduct a closed meeting on an employee complaint to the extent required or provided by law. *Gov't Code 551.082* [See BEC]

Record of Proceedings

An appeal of a board's decision to the commissioner shall be decided based on a review of the record developed at the district level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. *Education Code 7.057(c), (f)*

It is a district's responsibility to make and preserve the records of the proceedings before the board. If a district fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the district. The record shall include:

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
    a. The tape recording must be complete, audible, and clear; and
    b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the board; and
8. The decision of the board.

19 TAC 157.1073(d)

Whistleblower Complaints

Before bringing suit, an employee who seeks relief under Government Code Chapter 554 (whistleblowers) must initiate action under a district's grievance or appeal procedures relating to suspension or termination of employment or adverse personnel action. *Gov't Code 554.006* [See DG]

Note: For the Educators' Code of Ethics, see DHA(LEGAL).

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 24 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) [See FFG]

Public Servants

All district employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. *Penal Code 1.07(a)(41), Title VIII* [See DBD and BBFA]

Electronic Communication Policy

"Electronic communication" means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes emails, text messages, instant messages, and any communications made through a website, including a social media website or a social networking website.

A school district shall adopt a written policy concerning electronic communications between a school employee and a student enrolled in the district.

The policy adopted under this section must:

1. Include provisions designed to prevent improper electronic communications between a school employee and a student;

2. Allow a school employee to elect to not disclose to students the employee's personal telephone number or email address; and

3. Include provisions instructing a school employee about the proper method for notifying appropriate local administrators about an incident in which a student engages in improper communications with the school employee.

Education Code 38.027

Retaliation Against Grievant

The district grievance policy prohibits a district employee from retaliating against a student or parent of or person standing in parental relation to a student who files a grievance in accordance with the district grievance policy. If the commissioner determines that an educator has retaliated against a student or parent of or person standing in parental relation to a student who files a grievance under the district's grievance policy, the commissioner may report the educator to SBEC for investigation. *Education Code 26A.001(e)(1), (i)* [See DGBA]

Social Transitioning

The board shall adopt a policy prohibiting an employee of the district from assisting a student enrolled in the district with social transitioning, including by providing any information about social transitioning or providing guidelines intended to assist a person with social transitioning.

"Social transitioning" means a person's transition from the person's biological sex at birth to the opposite biological sex through the adoption of a different name, different pronouns, or other expressions of gender that deny or encourage a denial of the person's biological sex at birth.

A parent of a student enrolled in the district or a district employee may report to the board of trustees of the district a suspected violation of this policy. The board shall investigate any suspected violation and determine whether the violation occurred. If the board determines that a district employee has assisted a student enrolled at the district with social transitioning, the board shall immediately report the violation to the commissioner.

A parent of a student enrolled in a district may seek relief for a violation by filing a grievance through the district's grievance procedure.

Education Code 11.401-.402

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 552.004(a).

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

Loss of Retirement Annuity for Conviction of Certain Felonies

A person is not eligible to receive a service retirement annuity from the Teacher Retirement System (TRS) if the person is convicted of a qualifying felony and the victim is a student.

"Qualifying felony" means an offense that is punishable as a felony under the following sections of the Penal Code:

1. Section 21.02 (continuous sexual abuse of young child or disabled individual);

2. Section 21.12 (improper relationship between educator and student);

3. Section 22.011 (sexual assault) or Section 22.021 (aggravated sexual assault); or

4. Section 43.24 (sale, distribution, or display of harmful material to minor).

The term includes any federal offense that contains elements that are substantially similar to the elements of a felony offense described above.

Not later than the 30th day after the date of a person's conviction for a qualifying felony, the school at which the person was employed shall provide written notice of the conviction to TRS. The notice must comply with rules adopted by TRS.

Gov't Code 824.009

Transportation or Storage of Firearm in School Parking Area

A district may not prohibit a school employee 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. [See GKA]

Education Code 37.0815

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.

Enforcement

A board shall ensure that district personnel enforce the policies on school property.

Education Code 38.006(b) [See also FNCD and GKA]

Drug and Alcohol Abuse Program

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)*

Federal Drug-Free Workplace Act

A district that receives a direct federal grant must agree to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the district's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The district's policy of maintaining a drug-free workplace;
    c. Available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed on employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the required statement;
4. Notifying the employee in the required statement that as a condition of employment in the grant the employee will:
    a. Abide by the terms of the statement; and
    b. Notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;

5. Notifying the granting agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of a conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by 41 U.S.C. section 8104; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirements.

41 U.S.C. 8103(a)(1)

Dietary Supplements

Except as provided at Education Code 38.011(b), a district employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's duties; or

2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee's duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

Education Code 38.011

Low-THC Cannabis

A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the storage or possession of low-THC cannabis, as authorized by Health and Safety Code Chapter 487. *Health and Safety Code 487.201*

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

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

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

Relationships with Former Students

An employee shall not engage in a romantic relationship with a former District student who:

1. Is not yet 21 years of age; and
2. Has graduated from the District within the past two years.

A romantic relationship is characterized by a pattern of exclusivity and shall be determined using criteria outlined in DF(LEGAL).

Tobacco and Nicotine Products and E-Cigarettes

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

Alcohol and Drugs / Notice of Drug-Free Workplace

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

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances ("prohibited 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 prohibited substance.

It is prohibited for an employee, while at work or conducting District business, to have the odor of an alcoholic beverage on their breath or on their person from having previously consumed alcoholic beverages.

[See policy DHE(LOCAL) for information on alcohol/drug testing.]

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.

Misuse of Medication

An employee's misuse or abuse of authorized prescriptions or over-the-counter medications shall be considered a violation of this policy.

Misuse shall be defined as use in a manner not prescribed by a health-care professional, including using someone else's prescription or a personal prescription in a way not directed by a physician.

An employee shall not report for duty if impaired due to the use of prescribed or over-the-counter drugs.

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

1. Any crime constituting a felony; or
2. Any crime constituting a misdemeanor, excluding minor traffic offenses punishable by fine only.

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.

Code of Ethics

The State Board for Educator Certification (SBEC) shall propose rules that provide for the adoption, amendment, and enforcement of an educator's code of ethics. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.

Education Code 21.041(b)(8); 19 TAC 247.1(c)

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. The Educator's Code of Ethics shall apply to educators and candidates for certification.

19 TAC 247.1(b)

Professional Ethical Conduct, Practices, and Performance

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or SBEC and its certification process.

Standard 1.2. The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11. The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12. The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.

Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

19 TAC 247.2(1)

Ethical Conduct Toward Professional Colleagues

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

19 TAC 247.2(2)

Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to,

electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

1. The nature, purpose, timing, and amount of the communication;
2. The subject matter of the communication;
3. Whether the communication was made openly or the educator attempted to conceal the communication;
4. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. Whether the communication was sexually explicit; and
6. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2(3)

Note: This policy applies to a district of innovation under Education Code, Chapter 12A. [See AF]

Permissive Reports

The superintendent may notify the State Board for Educator Certification (SBEC) of any educator misconduct that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249, Disciplinary Proceedings, Sanctions, and Contested Cases, and/or Chapter 247, Educators' Code of Ethics. *19 TAC 249.14(d)*

Required Reports

A superintendent shall notify SBEC if:

1. An educator employed by or seeking employment with the district, or an applicant or holder of an SBEC certificate, has a criminal record and the district obtained information about the educator's criminal record by a means other than the criminal history clearinghouse established by the Texas Department of Public Safety under Government Code 411.0845;
2. An educator's employment at the district was terminated and there is evidence that the educator engaged in misconduct listed below [see Reportable Misconduct After Termination or Resignation, below];
3. The educator resigned and there is evidence that the educator engaged in misconduct listed below [see Reportable Misconduct After Termination or Resignation, below]; or
4. The superintendent becomes aware of evidence than an educator employed by the district engaged in the misconduct listed below [see Reportable Misconduct Regardless of Termination or Resignation, below].
5. The educator engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301.

Education Code 22A.051, 22.087; 19 TAC 249.14(d)

Reportable Misconduct Regardless of Termination or Resignation

The superintendent shall make a report to SBEC under item 4 [Required Reports], above, if an educator:

1. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9 of the Penal Code, Justification Excluding Criminal Responsibility, regardless of whether the conduct resulted in bodily injury;

2. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor;

3. Engaged in inappropriate communications with a student or minor; or

4. Failed to maintain appropriate boundaries with a student or minor.

Education Code 22A.051(2)(A)-(D), (4)

Deadline to Report

The superintendent must notify SBEC by filing a report not later than 48 hours after the superintendent receives notice from a principal [see DPA(LEGAL)] or becomes aware of evidence of misconduct described above [Reportable Misconduct Regardless of Termination or Resignation]. *Education Code 22A.051(d)(2)*

Reportable Misconduct After Termination or Resignation

A superintendent shall make a report to SBEC under items 2 and 3 at Required Reports, above, if an educator was terminated or resigned and there is evidence that the educator:

1. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9 of the Penal Code, Justification Excluding Criminal Responsibility, regardless of whether the conduct resulted in bodily injury;

2. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor;

3. Engaged in inappropriate communications with a student or minor;

4. Failed to maintain appropriate boundaries with a student or minor;

5. Possessed, transferred, sold, or distributed a controlled substance, as defined by Health and Safety Code Chapter 481, or by 21 U.S.C. 801 et seq.;

6. Illegally transferred, appropriated, or expended school property or funds;

7. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; or

8. Committed a criminal offense, or any part of a criminal offense, on school property or at a school-sponsored event.

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

Deadline to Report After Termination or Resignation

The superintendent shall notify SBEC in writing by filing a report within seven business days after the date the superintendent receives notice from a principal [see DPA]or knew about an educator's termination or resignation following an alleged incident of misconduct described above at Reportable Misconduct After Resignation or Termination or about an educator's criminal record described under Education Code 22A.051(d). *Education Code 22A.051(d)(1)* [See Required Reports, above]

Investigation After Termination or Resignation

A superintendent shall complete an investigation of an educator that involves evidence that the educator may have engaged in misconduct described above at Reportable Misconduct After Termination or Resignation, items 1, 2, 3, or 4, despite the educator's resignation from employment before completion of the investigation. *Education Code 22A.051(b); 19 TAC 249.14(d)(3)(C)*

Contents of Report

The report must be in writing and in a form prescribed by SBEC and filed through a confidential and secure internet portal developed and maintained by TEA under Education Code 22A.155. The report shall include the name or names of any student or minor who is the victim of abuse or unlawful conduct by an educator and the factual circumstances requiring the report and the subject of the report by providing the following available information:

1. Name and any aliases;
2. Certificate number, if any, or social security number;
3. Last known mailing address and home and daytime phone numbers;
4. All available contact information for any alleged victim or victims;
5. Name or names and any available contact information of any relevant witnesses to the circumstances requiring the report;
6. Current employment status of the subject, including any information about proposed termination, notice of resignation, or pending employment actions; and
7. Involvement by a law enforcement or other agency, including the name of the agency.

Education Code 22A.051(e); 19 TAC 249.14(f)

The name of the student or minor is not public information under the Public Information Act. [See GBAA] *Education Code 22(A).051(j)*

Notice

To the Board and Educator

A superintendent shall notify the board and the educator of the filing of a written report with SBEC. *Education Code 22A.051(f)*

Before Accepting Resignation

Before accepting an employee's resignation that requires filing a report, the superintendent shall inform the educator in writing that a report will be filed and that sanctions against his or her certificate may result as a consequence. *19 TAC 249.14(d)(3)(A)*

Policy to Notify Parents

The board shall adopt a policy under which notice is provided to the parent or guardian of a student with whom an educator is alleged to have engaged in misconduct described Reportable Conduct Regardless of Termination or Resignation. [See FFF] *Education Code 22A.053.*

Sanctions for Failure to Report

SBEC shall determine whether to impose sanctions, including an administrative penalty against a superintendent who fails to file a report. *Education Code 22A.051(h); 19 TAC 249.14(d), (h), .15(b)(4)*

Administrative Penalty

If a superintendent is required to file a report and fails to file the report 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 22A.051(k)*

Criminal Offense

A superintendent required to file a report commits a state jail felony if the superintendent fails to file the report by the required date with intent to conceal an educator's criminal record or alleged incident of misconduct. *Education Code 22A.051(l)*

Immunity

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

Definitions

Abuse

“Abuse” has the meaning assigned by Family Code 261.001(1) and includes any sexual conduct involving a student or minor. *Education Code 22A.001(1)*

“Abuse” includes the following acts or omissions:

1. Mental or emotional injury to a child that results in an observable and material impairment in the child’s growth, development, or psychological functioning;
2. Causing or permitting the child to be in a situation in which the child sustains a mental or emotional injury that results in an

observable and material impairment in the child's growth, development, or psychological functioning;

3. Physical injury that results in substantial harm to the child, or the genuine threat of substantial harm from physical injury to the child, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline by a parent, guardian, or managing or possessory conservator that does not expose the child to a substantial risk of harm; or

4. Failure to make a reasonable effort to prevent an action by another person that results in physical injury that results in substantial harm to the child;

5. Sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of continuing sexual abuse of a young child or disabled individual under Penal Code 21.02, indecency with a child under Penal Code 21.11, improper relationship between educator and student under Penal Code 21.12, sexual assault under Penal Code 22.011, or aggravated sexual assault under Penal Code 22.021;

6. Failure to make a reasonable effort to prevent sexual conduct as defined by Penal Code 43.01, including compelling or encouraging the child in a manner that constitutes an offense of trafficking of persons under Penal Code 20A.02(a)(7) or (8), solicitation of prostitution under Penal Code 43.05(a)(2);

7. Causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene as defined by Penal Code 43.21, or pornographic;

8. The current use by a person of a controlled substance as defined by Chapter 481, Health and Safety Code, in a manner or to the extent that the use results in physical, mental, or emotional injury to a child;

9. Causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child as defined by Penal Code 43.25;

10. Knowingly causing, permitting, encouraging, engaging in, or allowing a child to be trafficked in a manner punishable as an offense under Penal Code 20A.02(a)(5), (6), (7), or (8), or the failure to make a reasonable effort to prevent a child from be-

ing trafficked in a manner punishable as an offense under any of those sections; or

11. Forcing or coercing a child to enter into a marriage.

19 TAC 249.3(1); Family Code 261.001(1)

Reported Criminal History

"Reported criminal history" means information concerning any formal criminal justice system charges and dispositions. The term includes arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction. *19 TAC 249.3(44)*

Solicitation of a Romantic Relationship

"Solicitation of a romantic relationship" means deliberate or repeated acts that can be reasonably interpreted as the solicitation by an educator of a relationship with a student that is romantic in nature. A romantic relationship is often characterized by a strong emotional or sexual attachment and/or patterns of exclusivity, but does not include appropriate educator-student 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 educator of a romantic relationship with a student:

1. Behavior, gestures, expressions, or communications with a student that are unrelated to the educator's job duties and evidence a romantic intent or interest in the student, including statements of love, affection, or attraction. Factors that may be considered in determining the romantic intent of such communications or behavior include:

    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 educator attempts to conceal the communications;

    f. If the educator claims to be counseling a student, SBEC may consider whether the educator's job duties included counseling, whether the educator 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 educator reported the abuse or neglect to the appropriate authorities; and

g. Any other evidence tending to show the context of the communications between educator 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 educator.

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 educator's behavior toward a student.

11. Grooming behaviors, considered in context and on the totality of circumstances, including, but not limited to:

    a. Showing the student special attention;

    b. Giving the student individual gifts, money, or privileges;

    c. Isolating the student;

    d. Exposing the student to adult topics or conversations and/or media that is not age appropriate; or

    e. Meeting behind closed doors with the student without another adult present.

12. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.

13. Any other acts tending to show that the educator solicited a romantic relationship with the student.

19 TAC 249.3(51)

[See DHC for provisions regarding solicitation of sexual contact.]

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) and includes any sexual conduct involving a student or minor. [See DHB] *Education Code 22A.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 22A.052 applies to a district employee who does not hold certification issued by SBEC or a school district teaching permit.

Reportable Misconduct

A person who serves as the superintendent shall notify the commissioner if the superintendent obtains criminal history record information relating to or becomes aware of evidence that an employee:

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

Education Code 22A.052(b)

Deadline to Report

The superintendent must notify the commissioner by filing a report with the commissioner not later than 48 hours after the superintendent receives notice from a principal [see DPA(LEGAL)], knew about the termination or resignation following an allegation of misconduct, or becomes aware of evidence of misconduct described above. *Education Code 22A.052(e)*

Investigation After Termination or Resignation

A superintendent shall complete an investigation of an employee that involves evidence that the employee may have engaged in misconduct described above [Reportable Misconduct], despite the employee's resignation from district employment before completion of the investigation. *Education Code 22A.052(c)*

Contents of Report

The report must be in writing and in a form prescribed by the commissioner and filed through an internet portal developed and maintained by the Texas Education Agency (TEA). The report shall include the name or names of any student or minor who is the victim of abuse or unlawful conduct by an employee and the factual circumstances requiring the report and the subject of the report by providing the following available information:

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:
    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.

Education Code 22A.052(f); 19 TAC 153.1203(d)

The name of the student or minor is not public information under Government Code Chapter 552 (Public Information Act) [see GBAA]. *Education Code 22A.052(j)*

Notice to the Board and Employee

A superintendent shall notify the board and the employee of the filing of the report. *Education Code 22A.052(g)*

Immunity

A superintendent 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. *Education Code 22A.052(h)*

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. *Education Code 22A.052(i)*

Criminal Offense

A superintendent required to file a report commits a state jail felony if the superintendent fails to timely file the report with intent to conceal an employee's criminal record or alleged incident of misconduct. *Education Code 22A.052(k)*

Review of District Records

The commissioner may review district records to ensure compliance with the requirement to report misconduct. *Education Code22A.052(l)*

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 person-

nel, 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)

[See DHB for provisions regarding solicitation of a romantic relationship.]

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Credentials or Permit Required

A public school employee must have the appropriate credentials for his or her current assignment specified in 19 Administrative Code Chapter 231, Requirements for Public School Personnel Assignments, unless the appropriate permit has been issued under Chapter 230, Subchapter F, Permits. *19 TAC 231.1(a)* [See DBA]

Principal's Approval

The principal of a campus shall approve all teacher and staff appointments for the campus from a pool of applicants selected by a district or of applicants who meet the hiring requirements established by a district, based on criteria developed by the principal after informal consultation with the faculty. A superintendent or designee has final placement authority for a teacher transferred because of enrollment shifts or program changes. *Education Code 11.202; Atty. Gen. Op. DM-27 (1991)*

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)*

Parent Notification

If a district assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of each student in that classroom. *Education Code 21.057* [See DBA]

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Planning and Preparation

Each classroom teacher is entitled to at least 450 minutes in each two-week period for instructional preparation including parent-teacher conferences, evaluating students' work, and planning. A planning and preparation period may not be less than 45 minutes within the instructional day. During that time, a teacher may not be required to participate in any other activity. *Education Code 21.404* [See DC(LEGAL) for definition of classroom teacher]

Planning and preparation time must occur during the time that students at the school where the teacher is located are receiving instruction. *Canutillo Educators Ass'n v. Canutillo Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 042-R10-203 (April 30, 2010)*

Supplemental Agreement

A district may enter into a supplemental agreement with a classroom teacher under which the teacher agrees to perform a duty relating to initial lesson plan design or instructional material selection that is not a duty generally anticipated to be performed during the instructional day and assigned to all classroom teachers of the same subject and grade level under those teachers' employment contracts.

A district may not require a classroom teacher for a foundation curriculum course to spend planning and preparation time creating or selecting instructional materials to initially cover the applicable essential knowledge and skills for the course unless the teacher has entered into a supplemental agreement. A classroom teacher may choose to spend the teacher's planning and preparation time creating or selecting instructional materials.

A supplemental agreement between a district and a classroom teacher described above under which a teacher is assigned responsibility for a greater number of duties unrelated to providing instruction than other full-time teachers of the same grade level in the district must explicitly state each of the teacher's duties unrelated to providing instruction.

Education Code 21.4045

Duty-Free Lunch

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. The implementation of this requirement may not result in a lengthened school day. *Education Code 21.405* [See DC(LEGAL) for definition of classroom teacher and DEA(LEGAL) for definition of librarian]

Teachers may not be required to spend their 30-minute duty-free lunch break on school property. *Tex. Atty. Gen. Op. JM-481 (1986)*

Exception

If necessary because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, a district may require a classroom teacher or librarian to supervise students during lunch. A classroom teacher or librarian may not be required to supervise students under this exception more than one day in any school week. *Education Code 21.405*

In determining whether an exceptional circumstance exists, a district shall use the following guidelines:

1. A personnel shortage exists when, despite reasonable efforts to use nonteaching personnel or the assistance of community volunteers to supervise students during lunch, no other personnel are available.
2. Extreme economic conditions exist when the percentage of a local tax increase, including the cost of implementing duty-free lunch requirements, would place the district in jeopardy with respect to a potential roll-back election.
3. Unavoidable or unforeseen circumstances exist when, because of illness, epidemic, or natural or man-made disaster, the district is unable to find individuals to supervise students during lunch.

19 TAC 153.1001

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Teacher Appraisal

The employment policies adopted by the board must require a written evaluation of each teacher at annual or more frequent intervals.

A teacher appraisal must be done at least once for each school year. A teacher may be appraised less frequently if the teacher agrees in writing and the teacher's most recent evaluation rated the teacher as at least proficient, or the equivalent, and did not identify any area of deficiency. A teacher who is appraised less frequently than annually must be appraised at least once during each period of five school years.

Education Code 21.203, .352(c)

Interim Evaluations and Guidance

In addition to conducting a complete appraisal as frequently as required by Education Code 21.352(c), a district shall require that appropriate components of the appraisal process, such as classroom observations and walk-throughs, occur more frequently as necessary to ensure that a teacher receives adequate evaluation and guidance. A district shall give priority to conducting appropriate components more frequently for inexperienced teachers or experienced teachers with identified areas of deficiency. *Education Code 21.352(c-1)*

Required Components

The statutorily required components of teacher appraisal are defined as follows:

1. The implementation of discipline management procedures is the teacher's pedagogical practices that produce student engagement and establish the learning environment.
2. The performance of teachers' students is how the individual teacher's students progress academically in response to the teacher's pedagogical practice as measured at the individual teacher level by one or more student growth measures.

19 TAC 150.1001(f)

Notice and Use of Evaluations

A district shall use a teacher's consecutive appraisals from more than one year, if available, in making employment decisions and developing career recommendations for the teacher. *Education Code 21.352(e)*

The district shall notify a teacher of the results of any appraisal of the teacher in a timely manner so that the appraisal may be used as a developmental tool by the district and the teacher to improve the overall performance of the teacher. *Education Code 21.352(f)*

Role of Extracurricular Activities

A teacher who directs extracurricular activities in addition to performing classroom teaching duties shall be appraised only on the

basis of classroom teaching performance and not on performance in connection with extracurricular activities. *Education Code 21.353*

Disciplinary Referrals

A district may not assign an area of deficiency to a teacher solely on the basis of disciplinary referrals made by the teacher or documentation regarding student conduct submitted by the teacher under Education Code 37.002. [See FOA for discretionary removal] A district is not prohibited from assigning an area of deficiency to a teacher based on documented evidence of a deficiency in classroom management obtained through observation or a substantiated report. *Education Code 21.352(a-1)*

Access to Evaluations

A district shall maintain a written copy of the evaluation of each teacher's performance in the teacher's personnel file.

Each teacher is entitled to receive a written copy of the evaluation promptly on its completion. The evaluation and any rebuttal may be given to another school district at which the teacher has applied for employment at the request of that district.

Education Code 21.352(c)

Confidentiality

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code 552. *Education Code 21.355(a)* [For disclosure requirements on evaluations, see GBA]

Two Appraisal Methods

A district shall use one of the following methods to appraise teachers:

1. The teacher appraisal system recommended by the commissioner of education [see State Method (T-TESS), below]; or
2. A local teacher appraisal system [see District Option and Campus Option, below].

Education Code 21.352(a); 19 TAC 150.1001(a)

Selection of Appraisal Method

A superintendent, with the approval of a board, may select the state appraisal method. Each district or campus wanting to select or develop an alternative teacher appraisal system must follow the requirements set forth below at District Option or Campus Option. *19 TAC 150.1001(c)*

Notice to Service Center

A superintendent shall notify the executive director of the district's regional education service center in writing of the district's choice of appraisal system when using an alternative to the state appraisal method and detail the components of that system by the first day of instruction for the school year in which the alternative system is used.

A district shall submit annually to its service center a summary of the campus-level evaluation scores from the state appraisal method or the district's locally adopted appraisal system, in a manner prescribed by the commissioner.

19 TAC 150.1008

Note: The following provisions apply to teacher appraisal using the state appraisal method.

State Method (T-TESS)

The commissioner's recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with Education Code 21.351. *19 TAC 150.1001(b), .1002(a)*

Orientation and Annual Review

A district shall ensure that all teachers are provided with an orientation to the T-TESS no later than the final day of the first three weeks of school and at least two weeks before the first observation when:

1. The teacher is new to the district;
2. The teacher has never been appraised under the T-TESS; or
3. District policy regarding teacher appraisal has changed since the last time the teacher was provided with an orientation to the T-TESS.

The teacher orientation shall be conducted in a face-to-face setting during a district's first year of T-TESS implementation and include all state and local appraisal policies and the local appraisal calendar. In addition to the orientation, campuses may hold other sessions sufficient in length allowing teachers to actively participate in a discussion of the T-TESS specifics and to have their questions answered.

19 TAC 150.1006

Appraisers

The teacher appraisal process requires at least one certified appraiser. An appraiser must be the teacher's supervisor or a person approved by the board.

Campus Administrator

Only a campus administrator may act as a certified appraiser, except as provided below.

Under the T-TESS, a "campus administrator" includes a principal, an assistant principal, an administrator who holds a comparable administrator/supervisor certificate established by the State Board for Educator Certification, or supervisory staff whose job descrip-

tion includes the appraisal of teachers and who is not a classroom teacher.

An individual other than a campus administrator may act as a certified appraiser if:

1. The individual has been certified by completing the required training prior to conducting appraisals; and
2. In the case where the certified appraiser is a classroom teacher, the certified appraiser:
    a. Conducts appraisals at the same school campus at which the certified appraiser teaches if the certified appraiser is the chair of a department or grade level whose job description includes classroom observation responsibilities; or
    b. Does not conduct appraisals of classroom teachers who teach at the same campus as the certified appraiser if the certified appraiser is not a department or grade-level chair.

Training and Certification

Before conducting appraisals, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS appraiser training and having passed the T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advanced Educational Leadership (AEL) certification. Appraisers without ILT, ILD, or AEL certification before January 1, 2016, may not take ILT or ILD to satisfy the requirement. Periodic recertification and training shall be required.

Education Code 21.351(c); 19 TAC 150.1005

Appraisal Calendar

A district shall establish a calendar for teacher appraisals and provide that calendar to teachers within three weeks from the first day of instruction. The appraisal period for each teacher must include all of the days of the teacher's contract.

Observations during the appraisal period must be conducted during the required days of instruction for students during one school year.

The appraisal calendar shall:

1. Exclude observations in the two weeks after the day of completion of the T-TESS orientation in the school years when an orientation is required; and

2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

19 TAC 150.1003(d)

A teacher may be given advance notice of the date or time of an appraisal, but advance notice is not required. *Education Code 21.352(d); 19 TAC 150.1003(c)*

Assessment of Teacher Performance

Each teacher must be appraised each school year, except as provided below at Less-Than-Annual Appraisal. Whenever possible, an appraisal shall be based on the teacher's performance in fields and teaching assignments for which he or she is certified. *19 TAC 150.1003(a)*

During the appraisal period, the certified appraiser shall evaluate and document teacher performance specifically related to the domain criteria as identified in 19 Administrative Code 150.1002(a) and the performance of teachers' students as defined in 19 Administrative Code 150.1001(f)(2). *19 TAC 150.1003(e)*

Less-Than-Annual Appraisal

A teacher may receive a full appraisal less than annually if the teacher agrees in writing and the teacher's most recent full appraisal resulted in the teacher receiving summative ratings of at least proficient on nine of the sixteen dimensions and did not identify any area of deficiency, defined as a rating of Improvement Needed or its equivalent, on any of the sixteen dimensions identified in 19 Administrative Code 150.1002(a) or the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2). A teacher who receives a full appraisal less than annually must receive a full appraisal at least once during each period of five school years.

District policy may stipulate:

1. Whether the option to receive a full appraisal less frequently than annually is to be made available to teachers;

2. Whether the option to receive a full appraisal less frequently than annually is to be adopted district-wide or is to be campus specific;

3. If the appraisal accompanying a teacher new to a district or campus meets this option, whether the appraisal is to be accepted or whether that teacher is to be appraised by the new campus administrator; and

4. Whether a certified appraiser may place a teacher on the traditional appraisal cycle as a result of performance deficiencies

documented in accordance with 19 Administrative Code 150.1003(b)(6) and (f) (cumulative data regarding teacher performance in addition to formal classroom observations).

A school district may choose annually to review the written agreement to have less frequent full appraisals with the teacher. However, at the conclusion of the school year, the district may modify appraisal options through board policy and may make changes to expectations for appraisals that apply to all teachers regardless of a teacher's participation in the appraisal option in the previous year(s).

In a year in which a teacher does not receive a full appraisal due to meeting the requirements, a teacher shall participate in:

1. The Goal-Setting and Professional Development Plan process;
2. The performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2); and
3. A modified end-of-year conference that addresses:
    a. The progress on the Goal-Setting and Professional Development Plan;
    b. The performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2); and
    c. The following year's Goal-Setting and Professional Development plan.

19 TAC 150.1003(l)

Domains and Dimensions

Each teacher shall be appraised on the following domains and dimensions of the T-TESS rubric that is aligned to the Texas Teacher Standards in 19 Administrative Code Chapter 149 (Commissioner's Rules Concerning Educator Standards):

1. Domain I. Planning or Alternate Domain I. Lesson Internalization, which includes the following dimensions:
    a. Standards and alignment;
    b. Data and assessment;
    c. Knowledge of students; and
    d. Activities.
2. Domain II. Instruction, which includes the following dimensions:

a. Achieving expectations;

b. Content knowledge and expertise;

c. Communication;

d. Differentiation; and

e. Monitor and adjust.

3. Domain III. Learning Environment, which includes the following dimensions:

a. Classroom environment, routines, and procedures;

b. Managing student behavior; and

c. Classroom culture.

4. Domain IV. Professional Practices and Responsibilities, which includes the following dimensions:

a. Professional demeanor and ethics;

b. Goal setting;

c. Professional development; and

d. School community involvement.

The evaluation of each of the dimensions above shall consider all data generated in the appraisal process. The data for the appraisal of each dimension shall be gathered from pre-conferences, observations, post-conferences, end-of-year conferences, the Goal-Setting and Professional Development Plan process, and other documented sources.

Each teacher shall be evaluated on the 16 dimensions in Domain I or Alternate Domain I and Domains II-IV identified above using the following categories:

1. Distinguished;

2. Accomplished;

3. Proficient;

4. Developing; and

5. Improvement needed.

Beginning with the 2024-25 school year, teachers may be appraised using Domain I or Alternate Domain I based on the alignment of teacher responsibilities to lesson planning or lesson internalization.

Student Performance

Beginning with the 2017-18 school year, each teacher appraisal shall include the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2) (student growth measures).

If calculating a single overall summative appraisal score for teachers, the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), shall count for at least 20 percent of a teacher's summative score.

Each teacher shall be evaluated on the performance of teachers' students using one of the terms from the following categories:

1. Distinguished or well above expectations;
2. Accomplished or above expectations;
3. Proficient or at expectations;
4. Developing or below expectations; or
5. Improvement needed or well below expectations.

19 TAC 150.1002

Appraisal Process

The annual teacher appraisal, or full appraisal, shall include:

1. A completed and appraiser-approved Goal-Setting and Professional Development Plan that shall be:
    a. Submitted to the teacher's appraiser within the first six weeks from the day of completion of the T-TESS orientation for teachers in their first year of appraisal under the T-TESS or for teachers new to the district; or
    b. Initially drafted in conjunction with the teacher's end-of-year conference from the previous year, revised as needed based on changes to the context of the teacher's assignment during the current school year, and submitted to the teacher's appraiser within the first six weeks of instruction; and
    c. Maintained throughout the course of the school year by the teacher to track progress in the attainment of goals and participation in professional development activities detailed in the approved plan;
    d. Shared with the teacher's appraiser prior to the end-of-year conference; and
    e. Used after the end-of-year conference in the determination of ratings for the goal setting and professional development dimensions of the T-TESS rubric;

2. For a teacher in the first year of appraisal under the T-TESS or for teachers new to the district, a Goal-Setting and Professional Development Plan conference prior to the teacher submitting the plan to the teacher's appraiser;

3. After a teacher's first year of appraisal under the T-TESS within the district, an observation pre-conference conducted prior to announced observations;

4. At least one classroom observation of a minimum of 45 minutes, with additional walk-throughs and observations conducted at the discretion of the certified appraiser and in accordance with the Education Code 21.352(c-1). Additional observations and walk-throughs do not require an observation post-conference. Additional observations and walk-throughs do require a written summary if the data gathered during the additional observation or walk-through will impact the teacher's summative appraisal ratings, in which case the written summary shall be shared within 10 working days after the completion of the additional observation or walk-through. Title 19 Administrative Code 150.1004 (Teacher Response and Appeals) applies to a written summary of an additional observation or walk-through that will impact the teacher's summative appraisal ratings;

5. An observation post-conference that:

    a. Shall be conducted within 10 working days after the completion of an observation;

    b. Is diagnostic and prescriptive in nature;

    c. Includes a written report of the rating of each dimension observed that is presented to the teacher only after a discussion of the areas for reinforcement and areas for refinement; and

    d. Can allow for, at the discretion of the appraiser, a revision to an area for reinforcement or refinement based on the post-conference discussion with the teacher;

6. Cumulative data from written documentation collected regarding job-related teacher performance, in addition to formal classroom observations;

7. An end-of-year conference that:

    a. Reviews the appraisal data collected throughout the current school year and previous school years, if available;

b. Examines and discusses the evidence related to the teacher's performance on the four dimensions of Domain IV of the T-TESS rubric;

c. Examines and discusses evidence related to the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2) (student growth measures), when available; and

d. Identifies potential goals and professional development activities for the teacher for the next school year; and

8. A written summative annual appraisal report to be provided to the teacher within 10 working days of the conclusion of the end-of-year conference.

19 TAC 150.1003(b)

Shorter Observations — By written, mutual consent of the teacher and the certified appraiser, the required 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes. *19 TAC 150.1003(g)*

Cumulative Data — The certified appraiser is responsible for documentation of cumulative data. Any third-party information from a source other than the certified appraiser that the certified appraiser wishes to include as cumulative data shall be verified and documented by the certified appraiser. Any documentation that will influence the teacher's summative annual appraisal report must be shared in writing with the teacher within 10 working days of the certified appraiser's knowledge of the occurrence. The principal shall also be notified in writing of the cumulative data when the certified appraiser is not the teacher's principal. *19 TAC 150.1003(f)*

Summative Report — A written summative annual appraisal report shall be shared with the teacher no later than 15 working days before the last day of instruction for students. The written summative annual appraisal report shall be placed in the teacher's personnel file by the end of the appraisal period. *19 TAC 150.1003(h)*

End-of-Year Conference — An end-of-year conference shall be held within a time frame specified on the district calendar, no later than 15 working days before the last day of instruction for students. The end-of-year conference shall focus on the data and evidence gathered throughout the appraisal year; the teacher's efforts as they pertain to Domain IV; the results of the performance of teachers' students, when available, as defined in 19 Administrative Code 150.1001(f)(2); and the potential goals and professional development plans for the following year. The written summative annual appraisal report shall be shared with the teacher within 10 working days following the con-

clusion of the end-of-year conference but no later than 15 working days before the last day of instruction.

In cases where the certified appraiser is not an administrator on the teacher's campus, either the principal, assistant principal, or another supervisory staff member designated as an administrator on the campus must participate in the end-of-year conference.

19 TAC 150.1003(i), (j)

Additional Documentation

Any documentation collected after the end-of-year conference but before the end of the contract term during one school year may be considered as part of the appraisal of a teacher. If the documentation affects the teacher's evaluation in any dimension, another summative report shall be developed to inform the teacher of the changes. *19 TAC 150.1003(k)*

Teacher Response and Rebuttal

A teacher may submit a written response or rebuttal at the following times:

1. For Domain I or Alternate Domain I, Domain II, and Domain III, after receiving a written observation summary or any other written documentation related to the ratings of those three domains; or

2. For Domain IV and for the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), after receiving a written summative annual appraisal report.

Any written response or rebuttal must be submitted within 10 working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal. A teacher may not submit a written response or rebuttal to a written summative annual appraisal report for the ratings in Domain I or Alternate Domain I, Domain II, and Domain III if those ratings are based entirely on observation summaries or written documentation already received by the teacher earlier in the appraisal year for which the teacher already had the opportunity to submit a written response or rebuttal.

Education Code 21.352(c); 19 TAC 150.1004(a), (b)

Request for Second Appraisal

A teacher may request a second appraisal by another certified appraiser at the following times:

1. For Domain I or Alternate Domain I, Domain II, and Domain III, after receiving a written observation summary with which the teacher disagrees; or

2. For Domain IV and for the performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2), after re-

ceiving a written summative annual appraisal report with which the teacher disagrees.

The second appraisal must be requested within 10 working days of receiving a written observation summary or a written summative annual appraisal report. A teacher may not request a second appraisal by another certified appraiser in response to a written summative annual appraisal report for the ratings of dimensions in Domains I, II, and III if those ratings are based entirely on observation summaries or written documentation already received by the teacher earlier in the appraisal year for which the teacher already had the opportunity to request a second appraisal.

A teacher may be given advance notice of the date or time of a second appraisal, but advance notice is not required.

The second appraiser shall make observations and walk-throughs as necessary to evaluate the dimensions in Domains I-III or shall review the Goal-Setting and Professional Development Plan for evidence of goal attainment and professional development activities, when applicable. Cumulative data may also be used by the second appraiser to evaluate other dimensions.

A district shall adopt written procedures for determining the selection of second appraisers. The procedures shall be disseminated to each teacher at the time of employment and updated annually or as needed.

Education Code 21.352(c); 19 TAC 150.1004(c)-(g)

Note: The following provisions apply to teacher appraisal using a district-developed appraisal method.

District Option

A district that does not choose to use the T-TESS must develop its own teacher-appraisal system supported by locally adopted policy and procedures and by the processes outlined below.

Development of Appraisal System

The district-level planning and decision-making committee shall:

1. Develop an appraisal process;
2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and
3. Consult with the campus-planning and decision-making committee on each campus in the district.

Appraisal Process

The appraisal process shall include:

1. At least one appraisal each year, or less frequently if in accordance with Education Code 21.352(c) [see Teacher Appraisal, above];
2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and
3. Criteria based on observable, job-related behavior, including:
    a. Teachers' implementation of discipline management procedures, as defined in 19 Administrative Code 150.1001(f)(1); and
    b. Beginning with the 2017-18 school year, the performance of the teachers' students as defined in 19 Administrative Code 150.1001(f)(2).

Board Acceptance

A district-level planning and decision-making committee shall submit the appraisal process and criteria to the superintendent, who shall submit the appraisal process and criteria to the board with a recommendation to accept or reject.

The board may accept or reject, with comments, the appraisal process and performance criteria, but may not modify the process or criteria.

Education Code 21.352(a)(2), (b); 19 TAC 150.1007(a)

Note: The following provisions apply to teacher appraisal using a campus-developed appraisal method.

Campus Option

A campus within a district may choose to develop a local appraisal system.

Development of Appraisal System

The campus planning and decision-making committee shall:

1. Develop an appraisal process;
2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and
3. Submit the process and criteria to the district-level planning and decision-making committee.

Appraisal Process

The appraisal process shall include:

1. At least one appraisal each year, or less frequently if in accordance with Education Code 21.352(c) [see Teacher Appraisal above];

2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and

3. Criteria based on observable, job-related behavior, including:

   a. Teachers' implementation of discipline management procedures, as defined in 19 Administrative Code 150.1001(f)(1); and

   b. Beginning with the 2017-18 school year, the performance of the teachers' students as defined in 19 Administrative Code 150.1001(f)(2).

Board Acceptance

Upon submission of the appraisal process and criteria to the district-level planning and decision-making committee, the committee shall make a recommendation to accept or reject the appraisal process and criteria and transmit that recommendation to the superintendent.

The superintendent shall submit to the board:

1. The recommended campus appraisal process and criteria;

2. The district-level planning and decision-making committee's recommendation; and

3. The superintendent's recommendation.

The board may accept or reject, with comments, an appraisal process and performance criteria, but may not modify the process or criteria.

Education Code 21.352(a)(2), (b); 19 TAC 150.1007(b)

Note: The following provision applies to appraiser training under a local appraisal process (district- or campus-developed).

Appraisers

A district that locally develops and adopts its own educator appraisal system should have a clearly defined set of procedures for training appraisers. The district should identify the qualities appraisers must demonstrate and include appropriate proficiency checks to evaluate the performance of all educators performing appraisals under the district's locally adopted appraisal systems. The school district shall be responsible for documenting that appraisers have met training criteria established by the district. *19 TAC 244.3*

Note: The standards to be used to inform the training, appraisal, and professional development of teachers are outlined in 19 Administrative Code 149.1001.

Frequency

The employment policies adopted by a board must require a written evaluation at annual or more frequent intervals of each principal, supervisor, school counselor, or other full-time, certified professional employee, and nurse. *Education Code 21.203(a)*

District funds may not be used to pay an administrator who has not been appraised in the preceding 15 months. *Education Code 21.354(d)*

Principal Appraisal

A district shall appraise each principal annually. In appraising principals, a school district shall use either:

1. The appraisal system and school leadership standards and indicators developed or established by the commissioner of education; or
2. An appraisal process and performance criteria developed by the district in consultation with the district-level and campus-level committees [see BQA and BQB] and adopted by the board.

Education Code 21.3541(f), (g); 19 TAC 150.1023(a)

The commissioner's recommended principal appraisal system, the Texas Principal Evaluation and Support System (T-PESS), was developed in accordance with Education Code 21.3541.

The superintendent, with the approval of the board, may select the T-PESS. Each school district wanting to select or develop an alternative principal appraisal system must follow Education Code 21.3541, and 19 Administrative Code 150.1026 (Alternatives to the Commissioner's Recommended Principal Appraisal System).

19 TAC 150.1021(b), (c)

Notice to ESC

The superintendent shall notify the executive director of its regional education service center in writing of the school district's choice of appraisal system when using an alternative to the commissioner's recommended appraisal system and detail the components of that system by the first day of instruction for the school year in which the alternative system is used.

Each school district shall submit annually to its regional education service center a summary of the evaluation scores from the T-PESS or the district's locally adopted appraisal system, in a manner prescribed by the commissioner.

19 TAC 150.1027

Texas Principal Evaluation and Support System (T-PESS)

Each principal shall be appraised on the following standards and indicators of the T-PESS rubric that is aligned to the Texas Administrator Standards in 19 Administrative Code, Chapter 149 (Commissioner's Rules Concerning Educator Standards):

1. Standard I. Instructional Leadership, which includes four indicators;
2. Standard II. Human Capital, which includes four indicators;
3. Standard III. Executive Leadership, which includes four indicators;
4. Standard IV. School Culture, which includes five indicators; and
5. Standard V. Strategic Operations, which includes four indicators.

The evaluation of each of the standards and indicators above shall consider all data generated in the appraisal process.

Each principal shall be evaluated on the attainment and progress toward at least one goal, as referenced in 19 Administrative Code 150.1023 (Appraisals, Data Sources, and Conferences). At least one goal shall be focused on the improvement of the principal's practice, as captured in the T-PESS rubric indicators and descriptors.

If calculating a single overall summative appraisal score for principals, the rating for the attainment of goals shall count for:

1. At least 20 percent of a principal's summative score for a principal who has served at least one year in his or her role on the same campus; or
2. At least 30 percent of a principal's summative score for a principal who is in his or her first year as principal on a particular campus.

Each principal shall be evaluated on each of the 21 indicators in Standards I–V identified above and on the attainment of each goal, using the following categories:

1. Distinguished;
2. Accomplished;
3. Proficient;
4. Developing; and
5. Improvement needed.

Beginning with the 2017–18 school year, each principal appraisal shall include the campus-level academic growth or progress of the students enrolled at the principal's campus.

If calculating a single overall summative appraisal score for principals, the measure of student growth or progress shall count for:

1. At least 20 percent of a principal's summative score for a principal who has served two or more years in his or her role on the same campus;
2. At least 10 percent of a principal's summative score for a principal who has served one year in his or her role on the same campus; or
3. May not be included in calculating a single overall summative appraisal score for a principal who is in his or her first year as principal on a particular campus.

Each principal shall be evaluated on student growth or progress using one of the terms from the following categories:

1. Distinguished;
2. Accomplished;
3. Proficient;
4. Developing; or
5. Improvement needed.

19 TAC 150.1022

Appraisal Procedures

The annual principal appraisal shall include:

1. At least one appraiser-approved goal that shall be:
    a. Initially drafted in conjunction with the principal's end-of-year conference from the previous year, as applicable, revised as needed based on changes to the context of the principal's assignment at the beginning of the current school year, and submitted to the principal's appraiser; and
    b. Maintained throughout the course of the school year by the principal to track progress in the attainment of goals and the actions taken to achieve the goals;
    c. Shared with the principal's appraiser prior to the end-of-year conference; and

d. Used after the end-of-year conference in the determination of ratings for the attainment of goals;

2. A pre-evaluation conference prior to the principal submitting his or her goals to the principal's appraiser;

3. A mid-year conference to determine and discuss progress toward the attainment of goals;

4. An end-of-year conference that:

   a. Reviews data collected throughout the current school year and previous school years, if available;

   b. Examines and discusses the artifacts and evidence related to the principal's performance on the 21 indicators of T-PESS rubric and the attainment of goals;

   c. Examines and discusses evidence related to student growth or progress measures, as described in 19 Administrative Code 150.1022(f)–(h), when available; and

   d. Identifies potential goals and professional development activities for the principal for the next school year; and

5. A written summative annual appraisal report to be provided to the principal after the conclusion of the end-of-year conference.

Calendar Each school district shall establish a calendar for the appraisal of principals and provide that calendar to principals prior to the pre-evaluation conference.

Appraisal Report The written summative annual appraisal report shall be placed in the principal's personnel file by the end of the appraisal period.

Additional Documentation Any documentation collected after the end-of-year conference but before the end of the contract term during one school year may be considered as part of the appraisal of a principal. If the documentation affects the principal's evaluation in any indicator, the attainment of goals, or a measure of student growth or progress, another summative report shall be developed to inform the principal of the changes prior to the end of the contract term.

19 TAC 150.1023(b)–(e)

Appraiser Qualifications The principal appraisal process requires at least one certified appraiser. Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-PESS. Periodic recertification and training may be required. *19 TAC 150.1024*

Orientation

A district shall ensure that a principal is provided with an orientation of the T-PESS either prior to or in conjunction with the pre-evaluation conference when:

1. The principal is new to the district;
2. The principal has never been appraised under the T-PESS; or
3. District policy regarding principal appraisal has changed since the last time the principal was provided with an orientation to the T-PESS.

The principal orientation shall include all state and local appraisal policies and the local appraisal calendar.

19 TAC 150.1025

Alternatives to T-PESS

A district that does not choose to use the T-PESS must develop its own principal appraisal system supported by locally adopted policy and procedures; developed in consultation with the district-level and campus-level committees established under Education Code 11.251; and adopted by the board. *Education Code 21.3541; 19 TAC 150.1026*

Note: The standards, indicators, knowledge, and skills to be used to align with the training, appraisal, and professional development of principals are outlined in 19 Administrative Code 149.2001.

Appraisal of Campus Administrators Other Than Principals

A district shall appraise each campus administrator, other than a principal, annually using either:

1. The commissioner's recommended appraisal process and performance criteria; or
2. An appraisal process and performance criteria developed by the district in consultation with the district- and campus-level committees and adopted by the board.

Education Code 21.354(c)

A district may use the T-PESS to appraise campus administrators other than principals provided the school district makes appropriate modifications to ensure that the T-PESS rubric and components fit the job descriptions of the campus administrators other than principals evaluated with the T-PESS. A district using T-PESS for administrators other than principals shall evaluate administrators on the attainment and progress toward at least one goal, as referenced in 19 Administrative Code 150.1023 (Appraisals, Data Sources, and Conferences). At least one goal shall be focused on

the improvement of the administrator's practice, as captured in the T-PESS rubric indicators and descriptors.

Each school district wanting to select or develop a local appraisal system for campus administrators other than principals must use an appraisal process and performance criteria developed in consultation with the district- and campus-level committees established under Education Code 11.251; and adopted by the board.

Education Code 21.354(c)(2); 19 TAC 150.1028, 244.2(c)

Appraisers

A district using T-PESS for administrators other than principals or that locally develops and adopts its own educator appraisal system should have a clearly defined set of procedures for training appraisers. The school district should identify the qualities appraisers must demonstrate and include appropriate proficiency checks to evaluate the performance of all educators performing appraisals under the district's adopted appraisal systems. The school district shall be responsible for documenting that appraisers have met training criteria established by the district. *19 TAC 244.2(c), .3*

School Counselors

The commissioner shall develop and periodically update an evaluation form for use by districts in evaluating school counselors. *Education Code 21.356*

Confidentiality

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code 552. *Education Code 21.355 (a)* [For disclosure requirements on evaluations, see GBA]

Qualifications A board, by local policy, shall adopt qualifications for principals. *Education Code 11.202(c)*

Certification State Board for Educator Certification (SBEC) rules establish the requirements for receiving a principal certificate and for first-time principals in Texas. *19 TAC Ch. 241*

Duties The principal shall be the instructional leader of the school and shall be provided with adequate training and personnel assistance to assume that role. *Education Code 11.202(a)*

A principal shall:

1. Approve all teacher and staff appointments for the campus. [See DK]
2. Set specific education objectives for the campus, through the planning process.
3. Develop budgets for the campus.
4. Assume administrative responsibility and instructional leadership, under the supervision of the superintendent, for discipline at the campus.
5. Assign, evaluate, and promote all personnel assigned to the campus.
6. Recommend to the superintendent the termination, suspension, or nonrenewal of an employee assigned to the campus.
7. Perform any other duties assigned by the superintendent pursuant to board policy.
8. Regularly consult with the campus-level committee in the planning, operation, supervision, and evaluation of the campus educational program. [See BQ series]
9. Each school year, with the assistance of the campus-level committee, develop, review, and revise the campus improvement plan. [See BQ]
10. For high school principals, serve, or appoint someone to serve, as deputy voter registrar for the county in which the school is located. *Election Code 13.046; 1 TAC 81.7*

Education Code 11.202(b), .253(c), (h) [See also DMA]

Note: 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 24 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. *Family Code 261.101(b)* [See FFG]

Principal's Report to Superintendent

The principal must notify the superintendent not later than 48 hours after the principal becomes aware of evidence that an educator or other employee:

Report of Misconduct by Educator or Other Employee

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

Education Code 22A.051(c)(2); .052(e) [See DHB, DHC]

Report of Educator Misconduct After Termination or Resignation

A principal must notify the superintendent not later than the seventh business day after the date the principal obtains criminal history record information relating to or becomes aware of evidence that an employee engaged in the following misconduct or of an educator's termination of employment or resignation following an alleged incident of the following misconduct:

1. Abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9 of the Penal Code, Justification Excluding Criminal Responsibility, regardless of whether the conduct resulted in bodily injury;
2. Was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor;

3. Engaged in inappropriate communications with a student or minor;

4. Failed to maintain appropriate boundaries with a student or minor;

5. Possessed, transferred, sold, or distributed a controlled substance, as defined by Health and Safety Code Chapter 481, or by 21 U.S.C. 801 et seq.;

6. Illegally transferred, appropriated, or expended school property or funds;

7. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; or

8. Committed a crime, or any part of a criminal offense, on school property or at a school-sponsored event.

9. Engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301.

Education Code 22A.051(a), (c)(1); 19 TAC 249.14(e) [See DHB(LEGAL)]

Immunity

A principal who in good faith and while acting in an official capacity notifies a superintendent is immune from civil or criminal liability that might otherwise be incurred or imposed. *Education Code 22A.051(g), .052(h)*

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 22A.051(h), 22A.052(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 22A.051(h); 22A.051(k)*

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 person’s criminal record or alleged incident of misconduct. *Education Code 22A.051(l); 22A.052(k)*

Qualifications

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

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

School 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*

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

"Nursing peer review committee" includes a committee established under the authority of the governing body of a political subdivision for the purpose of conducting peer review.

A person shall establish a nursing peer review committee to conduct nursing peer review under Occupations Code Chapter 303 and Chapter 301:

1. For vocational nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses; and
2. For professional nurses, if the person regularly employs, hires, or contracts for the services of eight or more nurses, at least four of whom are RNs.

A person required to establish a nursing peer review committee under this section may contract with another entity to conduct peer review for the person.

Occupations Code 303.001(4), .0015

Certified School Counselor

Note: Education Code 33.002 regarding certified school counselors applies only to school districts that apply for, receive, and allocate funds under Education Code 33.002(a).

A district with 500 or more students enrolled in elementary school grades shall employ a certified school counselor for each elementary school and at least one school counselor for each 500 elementary school students [see DBA].

A district with fewer than 500 students enrolled in elementary school grades shall provide guidance and counseling services to elementary school students by any of the following methods:

1. Employing a part-time certified school counselor.
2. Employing a part-time teacher who is also certified as a school counselor.
3. Entering into a shared services agreement with one or more other districts to share a certified school counselor.

Education Code 33.002

Note: Education Code 33.006 applies to all districts that employ school counselors.

School Counselor Duties

The primary responsibility of a school counselor is to counsel students to fully develop each student's academic, career, personal, and social abilities. In addition, a school counselor shall:

1. Participate in planning, implementing, and evaluating a comprehensive developmental guidance program to serve all students and to address the special needs of students who are:
   a. At risk of dropping out of school, becoming substance abusers, participating in gang activity, or committing suicide;
   b. In need of modified instructional strategies; or
   c. Gifted and talented, with emphasis on identifying and serving gifted and talented students who are educationally disadvantaged;
2. Consult with students' parents or guardians and make referrals as appropriate in consultation with parents or guardians;
3. Consult with school staff, parents, and other community members to help them increase the effectiveness of students' education and promote student success;
4. Coordinate people and resources in the school, home, and community;
5. With the assistance of school staff, interpret standardized test results and other assessment data that help a student make educational and career plans;
6. Deliver classroom guidance activities or serve as a consultant to teachers conducting lessons based on the school's guidance curriculum; and
7. Serve as an impartial, non-reporting resource for interpersonal conflicts and discord involving two or more students, in-

cluding accusations of bullying under Education Code 37.0832.

Nothing in item 7, above, exempts a school counselor from any mandatory reporting requirements imposed by other provisions of law.

School Counselor Policy

A board shall adopt a policy that requires a school counselor to spend at least 80 percent of the school counselor's total work time on duties that are components of the district's comprehensive school counseling program under Education Code 33.005. [See FFEA] Time spent in administering assessment instruments or providing other assistance in connection with assessment instruments, except time spent in interpreting data from assessment instruments, is not considered time spent on counseling.

Each school in the district shall implement the policy. A copy of the policy shall be maintained in the office of each school in the district and made available on request during regular school hours to district employees, parents of district students, and the public.

Exception

If a board determines that, because of staffing needs in the district or at a school in the district, a school counselor must spend less than 80 percent of the school counselor's total work time on duties that are components of the district's comprehensive school counseling program, the policy shall:

1. Include the reasons why the counselor needs to spend less than 80 percent of the counselor's work time on duties that are components of the counseling program;
2. List the duties the counselor is expected to perform that are not components of the counseling program; and
3. Set the percentage of work time that the counselor is required to spend on components of the counseling program.

School Counselor Contracts

A district may not include a provision in an employment contract with a school counselor under Education Code Chapter 21 that conflicts with the policy or, except as provided below, has the effect of authorizing a school principal or school district superintendent to require a school counselor to generally perform duties that are not primarily related to a counseling function.

A district that complies with the exception above may not include a provision in an employment contract under Education Code Chapter 21 with an affected school counselor that has the effect of requiring the counselor to generally perform a duty that is not primar-

ily related to a counseling function unless the duty is specified in the district's policy as required above.

Education Code 33.006(a)-(g)

Tracking and Documentation

A district shall require each district school counselor to track and document, using a standardized tracking tool, as established by the district, the time spent on work duties performed by the school counselor throughout a school year. This tracking tool shall:

1. Include the following components:
    a. The total work time worked by the school counselor for the year;
    b. The total time spent on the following duties that are components of a counseling program developed under Education Code 33.005:
        (1) Provision of a guidance curriculum;
        (2) Responsive services for students;
        (3) Individual planning for students; and
        (4) System support; and
    c. The total time spent on duties that are not components of a counseling program developed under Education Code 33.005, including time spent in administering assessment instruments or providing other assistance in connection with assessment instruments (except time spent in interpreting data from assessment instruments); and
2. Be maintained by the district in a format that can be made available to the Texas Education Agency (TEA) upon request.

19 TAC 78.1003(b)

Annual Assessment

A district shall annually assess its compliance with its school counselor policy and, on request by the commissioner, provide a written copy of the assessment to TEA on or before the date specified by the commissioner.

The assessment shall include:

1. Work time tracking documentation as described above for each school counselor in the district;
2. The number of school counselors whose work was in compliance with the district’s school counselor policy; and

3. The number of school counselors in the district whose work was not in compliance with the district's school counselor policy.

The assessment shall be maintained by the district in a format that can be made available to TEA upon request.

Education Code 33.006(h); 19 TAC 78.1003(c), (d)

Nonphysician Mental Health Professional

A district may employ or contract with one or more nonphysician mental health professionals.

In this section, "nonphysician mental health professional" means:

1. A psychologist licensed to practice in this state and designated as a health-service provider;
2. An RN with a master's or doctoral degree in psychiatric nursing;
3. A licensed clinical social worker;
4. A professional counselor licensed to practice in this state; or
5. A marriage and family therapist licensed to practice in this state.

Education Code 38.0101

Note: For information about mental health treatment, including counseling, see FFEA.

School Psychological Services

The rules of the Texas Behavioral Health Executive Council (TBHEC) acknowledge the unique difference in the delivery of school psychological services in schools from psychological services in the private sector. The TBHEC recognizes the purview of the State Board of Education (SBOE) and TEA in safeguarding the rights of school children in Texas. Mandated multidisciplinary team decision making, hierarchy of supervision, regulatory provisions, and past traditions of school psychological service delivery both nationally and in Texas, among other factors, allow for rules of practice in schools which reflect the occupational distinctions from the private practice of psychology. *22 TAC 465.38(a)*

School Psychologist

"School psychologist" means a person who holds a license to engage in the practice of psychology under Occupations Code 501.260. *Occupations Code 501.002(2); 0203(a)*

A person may not be employed by a school district as a school psychologist or associate school psychologist unless the person

holds a specialist in school psychology license under Occupations Code 501.260. A specialist in school psychology license is the appropriate credential for a person who provides psychological services for a school district. *Education Code 21.003(b); Occupations Code 501.002(2), .260(a)*

School psychological services may be provided in Texas public schools only by school psychologists and interns and post-doctoral fellows working towards licensure as a psychologist. *22 TAC 465.38(e)*

Scope of Practice

School psychological services include the delivery of a comprehensive range of services to support the academic, emotional, social, behavioral, and mental health development and needs of students, which includes the promotion of students' strengths, as well as the identification and treatment of mental health disorders and disabilities impacting student educational performances.

School psychological services include, but are not limited to:

1. Assessment, which includes psychoeducational, cognitive, psychological, emotional, behavioral, and other assessments; universal screenings; and various data collection methods to:
    a. Identify and address student academic, social, emotional, developmental, and mental and behavioral health needs;
    b. Make eligibility recommendations for special education services;
    c. Assess risk of harm to self or others; and
    d. Evaluate effectiveness of services and practices.
2. Prevention and intervention services to support student learning, which include facilitating delivery of curricula and instructional strategies, school-wide, group, and individual interventions to support student achievement, student wellness, mental and behavioral health, promoting safe learning environment and addressing other barriers to learning.
3. Mental and behavioral health services, which includes group and/or school-wide services to promote social, emotional, mental and behavioral health, and prosocial and positive behaviors. Such services also include individual or group counseling, behavioral health, promoting safe learning environments and addressing other barriers to learning.
4. Consultation and collaboration, which includes engagement in collaborative problem-solving as a vehicle to plan, implement,

and evaluate academic and mental and behavioral health services, which may include psychoeducation for students, families, school personnel, and other relevant parties.

5. Development of programs, which includes designing, implementing, or evaluating safe, supportive, and educationally and psychologically sound learning environments; engaging in crisis prevention, response, and interventions; acting as a catalyst for educator and family engagement in adaptations and innovations; and facilitating the psychoeducational development of individual families or groups.

22 TAC 465.38(b)(1)-(2)

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

A school psychologist 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. A school psychologist 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

School psychologists 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)

School Chaplains

A district may employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the board. A chaplain employed or volunteering is not required to be certified by SBEC.

A district that employs or accepts as a volunteer a chaplain shall ensure that the chaplain complies with the applicable requirements under Education Code Chapter 22, Subchapter C, before the chaplain begins employment or volunteering at the district.

A district may not employ or accept as a volunteer a chaplain who has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Code of Criminal Procedure Chapter 62.

Education Code 23.001

School Counselors

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

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

Uncertified Substitutes

State Board for Educator Certification requirements regarding assignment of certified employees apply to substitute teachers. If a district must employ a substitute teacher who is not certified, a list of the substitute teachers shall be retained in the district files. *19 TAC 231.1(e)*

Parent Notification

If a district assigns an inappropriately certified or uncertified teacher [as defined in DBA(LEGAL)] to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of students in that classroom.

A superintendent shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. A district shall make a good-faith effort to ensure that the notice is provided in a bilingual form to any parent or guardian whose primary language is not English. A district shall retain a copy of the notice and make information relating to teacher certification available to the public on request. [See also DBA(LEGAL)]

Education Code 21.057

Criminal History Review

A district shall obtain all criminal history record information that relates to a substitute teacher for a district or shared services arrangement through the Department of Public Safety's criminal history clearinghouse. [See DBAA] *Education Code 22.0836*

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

School Start Date

A district may not begin instruction for students for a school year before the fourth Monday in August unless the district operates a year-round system (see below). A district may not receive a waiver of this requirement.

Exceptions

A district that does not offer each grade level from kindergarten through grade 12 and whose prospective or former students generally attend school in another state for the grade levels the district does not offer may instead start school on any date permitted under the law of the other state.

A district with a student enrollment of 190,000 or more may begin instruction for students for a school year on or after the first Monday in August at a campus or at not more than 20 percent of the campuses in the district if:

1. The district at the beginning of the school year provides, financed with local funds, days of instruction for students at the campus or at each of the multiple campuses, in addition to the minimum number of days of instruction required under Education Code 25.081;
2. The campus or each of the multiple campuses are undergoing comprehensive reform, as determined by the board; and
3. A majority of the students at the campus or at each of the multiple campuses are educationally disadvantaged.

Education Code 25.0811

Length of School Year

Each school year, a district shall operate for at least 75,600 minutes, including time allocated for instruction, intermissions, and recesses for students.

Exceptions

The commissioner of education may approve the operation of schools for fewer than the number of minutes specified above when disaster, flood, extreme weather conditions, fuel curtailments, or other calamities have caused the closing of schools.

If the commissioner does not approve reduced operation time, a district may add additional minutes to the end of the district's normal school hours as necessary to compensate for minutes lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity.

Education Code 25.081

The commissioner shall provide for a waiver allowing for fewer minutes of operation and instructional time than required for a district that requires each educator employed by the district to attend an approved school safety training course. *Education Code 25.0815(a)*

Last Day of School

A district may not schedule the last day of school for students for a school year before May 15. However, a district that does not offer each grade level from kindergarten through grade 12 and whose prospective or former students generally attend school in another state for the grade levels the district does not offer may schedule the last day of school on any date permitted under Texas law or the law of the other state. *Education Code 25.0812*

Optional Flexible Year Program

To enable a school district to provide additional instructional days for an optional extended year program [see EHBC], the school district may, with the approval of the commissioner, provide a number of days of instruction during the regular school year that is not more than ten days fewer than 180 days. *Education Code 29.0821(b)(1)*

No Instruction on Memorial Day

A district may not provide student instruction on Memorial Day. If a district would be required to provide student instruction on Memorial Day to compensate for minutes of instruction lost because of school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity, the commissioner shall approve the instruction of students for fewer than the required number of minutes. *Education Code 25.081(f)*

Reduction of Funding

The commissioner may proportionally reduce the amount of funding a district receives under Education Code, Chapters 46, 48, or 49 and the average daily attendance calculation for the district if the district operates on a calendar that provides fewer minutes of operation than required. *Education Code 25.081(f)*

Exemption

A school district is exempt from the minimum minutes of operation requirement if the district's or program's average daily attendance is calculated in the manner provided below. *Education Code 25.081(e)*

A district or charter school is eligible to earn full average daily attendance if the district provides at least 43,200 minutes of instructional time to students enrolled in:

1. A dropout recovery school or program operating under Education Code 12.1141(c) or Education Code 39.0548;
2. An alternative education program operating under Education Code 37.008;

3. A school program located at a day treatment facility, residential treatment facility, psychiatric hospital, or medical hospital;

4. A school program offered at a correctional facility; or

5. A school operating under the adult high school charter school program.

Education Code 48.005(j)

Year-Round Schools

A district may operate its schools year-round on a single or a multi-track system. If it adopts a year-round system, it may modify:

1. The number of contract days of employees and the number of days of operation, including any time required for staff development, planning and preparation, and continuing education, otherwise required by law.

2. Testing dates, data reporting, and related matters.

3. The date of the first day of instruction of the school year under Education Code 25.0811 for a school that was operating year-round for the 2000–01 school year.

4. Students' eligibility to participate in extracurricular activities when their calendar track is not in session.

Education Code 25.084

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Teacher-Student Ratio

A district shall employ a sufficient number of certified teachers to maintain an average ratio of not less than one teacher for each 20 students in average daily attendance. *Education Code 25.111*

High-Quality Prekindergarten Program

A district operating a prekindergarten program or an entity with which the district contracts to provide a prekindergarten program must attempt to maintain an average ratio in any prekindergarten program class of not less than one qualified teacher or teacher's aide for each 11 students. *Education Code 29.167(d)*

Physical Education

A district's physical education curriculum objectives and goals shall address teacher-student ratios. [See EHAA] *Education Code 25.114*

Prekindergarten-Grade 4

A district may not enroll more than 22 students in a class, prekindergarten through fourth grade, except as allowed by the commissioner of education. The limit on class size does not apply during:

1. The last 12 weeks of the school year; or
2. Any 12-week period of the school year selected by a district, if the district's average daily attendance has been adjusted due to a significant percentage of students who are migratory children under Education Code 48.005(c). A district claiming this exemption must notify the commissioner in writing not later than the 30th day after the first day of the 12-week period.

Migratory Definitions

A "migratory child" is a child or youth who made a qualifying move:

1. As a migratory agricultural worker or a migratory fisher; or
2. With, or to join, a parent or spouse who is a migratory agricultural worker or migratory fisher.

A "qualifying move" is a move due to economic necessity:

1. From one residence to another residence; and
2. From one school district to another school district, except in the case of a school district of more than 15,000 square miles, wherein a qualifying move is a distance of 20 miles or more to a temporary residence.

A "migratory agricultural worker" is an individual who made a qualifying move in the preceding 36 months and, after doing so, engaged in new temporary or seasonal employment or personal subsistence in agriculture, which may be dairy work or the initial

processing of raw agricultural products. If an individual did not engage in such new employment soon after a qualifying move, such individual may be considered a migratory agricultural worker if the individual actively sought such new employment and has a recent history of moves for temporary or seasonal agricultural employment.

A "migratory fisher" is an individual who made a qualifying move in the preceding 36 months and, after doing so, engaged in new temporary or seasonal employment or personal subsistence in fishing. If the individual did not engage in such new employment soon after the move, the individual may be considered a migratory fisher if the individual actively sought such new employment and has a recent history of moves for temporary or seasonal fishing employment.

Education Code 25.112(a), (b); 20 U.S.C. 6399

Exception to Class Size Limits

The commissioner may except a district, on application, from the class size limits above if the limit works an undue hardship on the district. An exception expires at the end of the school year for which it is granted.

A school district seeking an exception shall notify the commissioner and apply for the exception not later than the later of:

1. October 1; or
2. The 30th day after the first school day the district exceeds the limit described above.

Education Code 25.112(d)-(e)

Notice to Parents

A campus or district that is granted an exception from class size limits shall provide written notice of the exception to the parent of or person standing in parental relation to each student affected by the exception. The notice must be in conspicuous bold or underlined print and:

1. Specify the class for which an exception was granted;
2. State the number of children in the class; and
3. Be included in a regular mailing or other communication from the campus or district, such as information sent home with students.

The notice must be provided not later than the 31st day after the first day of the school year or the date the exception is granted, if the exception is granted after the beginning of the school year.

Education Code 25.113

Note: For provisions regarding inventory and requisition of instructional materials, including the annual certification, see CMD.

Definitions

"Instructional material" is defined as content that conveys the essential knowledge and skills of a subject in the public school curriculum through a medium or a combination of media for conveying information to a student.

The term includes:

1. Material used by a teacher, including a lesson plan, answer key, grading rubric, or unit plan;
2. Material used by a principal or campus instructional leader to support instruction; and
3. Material used by a student, including a book, supplementary materials, a combination of a book, workbook, and supplementary materials, computer software, magnetic media, DVD, CD-ROM, computer courseware, online services, or an electronic medium, or other means of conveying information to the student or otherwise contributing to the learning process through electronic means, including open education resource instructional material.

Education Code 31.002(1-a)

"Open education resource (OER) instructional material" is teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that allows for free use, reuse, modification, and sharing with others, including full courses, course materials, modules, textbooks, streaming videos, tests, software, and any other tools, materials, or techniques used to support access to knowledge. *Education Code 31.002(1-b)*

"Technological equipment" is hardware, a device, or equipment necessary for instructional use in the classroom, including to gain access to or enhance the use of electronic instructional materials; or professional use by a classroom teacher. *Education Code 31.002(4)*

Duty to Provide 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*

State Materials Selection and Assistance

The State Board of Education (SBOE) shall review instructional materials provided to the board by the Texas Education Agency (TEA) under Education Code 31.023. Before approving instructional material, the SBOE may review the material and must determine that the material is free from factual error and suitable for the subject and grade level for which the material is designed, and, if the material is intended to cover the foundational skills reading curriculum in kindergarten through third grade, does not include three-cueing, as defined by Education Code 28.0062(a-1). The SBOE shall add each approved material to a list of approved instructional materials and may add a material not approved to a list of rejected instructional materials. *Education Code 31.022(a)*

TEA Website

TEA shall develop and maintain an instructional material website to assist districts in locating and selecting instructional material. *Education Code 31.025(a)*

TEA Support

On request of a district, TEA shall provide the district assistance in evaluating, adopting, or using instructional materials.

Except as otherwise provided, TEA may not require a district to adopt or otherwise use instructional material reviewed by TEA or included on the list of approved instructional materials maintained by the SBOE.

Education Code 31.0251

OER Instructional Material

Except as provided by Education Code 31.0721(b), OER instructional material may not be made available to students, teachers, educators, or other education professionals before being reviewed by TEA and included on the list of approved instructional materials maintained by the SBOE. *Education Code 31.0721(a)*

Except as otherwise provided by the Education Code, the commissioner may not require a district to adopt or use an OER instructional material. A district may adopt OER material at any time. A district may not be charged for a cost associated with the selection of an OER, except for the cost of printing copies of the material. *Education Code 31.073*

Local Instructional Materials Selection

A board shall select instructional materials in an open meeting as required by the Texas Open Meetings Act, including public notice. *19 TAC 66.104(a)*

No Commission or Rebate

A board member, administrator, or teacher commits an offense if the person receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the person is associated.

A board member, administrator, or teacher commits an offense if the person accepts a gift, favor, or service that:

1. Is given to the person or the person's school;
2. Might reasonably tend to influence the person in the selection of instructional material or technological equipment; and
3. Could not be lawfully purchased with state instructional materials funds.

"Gift, favor, or service" does not include:

1. Staff development, in-service, or teacher training; or
2. Ancillary materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

Education Code 31.152

Human Sexuality Materials

Course materials relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) shall be selected by a board with the advice of the local school health advisory council (SHAC). *Education Code 28.004(e)*

[For more information on the requirements for adopting human sexuality instructional materials, see EHAA.]

Special Education Materials

Adopted instructional materials shall be supplied to a student in special education classes as appropriate to the level of the student's ability and without regard to the grade for which the instructional material is adopted or the grade in which the student is enrolled. *19 TAC 66.104(c)*

Instructional Material Review

Parental Access

A parent is entitled to:

1. Review all teaching materials, instructional materials, including while the child is participating in virtual or remote learning, and other teaching aids used in the classroom of the parent's child;
2. Review each test administered to the child after the test is administered; and
3. Observe virtual instruction while the parent's child is participating in virtual or remote learning to the same extent the parent would be entitled to observe in-person instruction of the child.

A district shall make tests readily available for review by parents in person and teaching materials readily available for review by parents both in person and, if applicable, through an instructional materials portal established under Education Code 31.154 [see CMD].

The district may specify reasonable hours for in-person review. A district may not deny a parent access to an instructional materials parent portal.

Notice of Entitlement to Review Materials

The district shall post on the home page of the district's or school's internet website a notice stating that a parent of a student enrolled in the district or school is entitled to review these materials and may request that the district or school make the materials available for review as provided below. [See CQA(LEGAL)]

Review Period

In providing access to instructional materials to a student's parent under this provision, the district shall allow access beginning not later than 30 days before the school year begins and concluding not earlier than 30 days after the school year ends.

For the entire period, the district shall include access to all instructional materials that pertain to each subject area in the grade level in which the student is enrolled, except for tests or exams that have not yet been administered to the student and the student's graded assignments.

Taking Home Materials

A student's parent is entitled to request that a district allow the student to take home any instructional materials used by the student. Subject to the availability of the instructional materials, a district or school shall honor the request. A student who takes home instructional materials must return the instructional materials to school at the beginning of the next school day if requested to do so by the student's teacher.

Students Without Reliable Access to Technology

A district must provide the instructional materials to the student in printed format if the student does not have reliable access to technology at the student's home. This requirement does not require a district to purchase printed copies of instructional materials that the district would not otherwise purchase. A district may comply with this requirement by providing the student a printout of the relevant electronic instructional materials.

Learning Management System or Online Portal

A district that uses a learning management system or any online learning portal to assign, distribute, present, or make available instructional materials as defined by Education Code 31.002 [see EFA] to students shall provide login credentials to the system or portal to each student's parent.

Education Code 26.006

Parent Request for Instructional Material Review

The board shall establish a process by which a parent of a student, as indicated on the student registration form at the student's campus, may request an instructional material review under Education Code 31.0252 [see below] for a subject area in the grade level in which the student is enrolled.

Process

The process:

1. May not require more than one parent of a student to make the request;
2. Must provide for the board to determine if the request will be granted, either originally or through an appeal process;
3. May permit the requesting parent to review the instructional material directly before the district conducts an instructional material review;
4. Must establish minimum requirements for a parent's petition to the board for a local review of classroom instructional materials, including submission guidelines and timelines for the petition. The process must align to the statewide submission window of September 1 through the last instructional day for students. The process must require that the board consider such petitions at the regular board meeting that allows proper posting immediately following submission of the petition provided that it is submitted by the prescribed submission deadline;
5. Require parent petitions to include the student assignment, grade level, content area, campus name, and teacher name to complete the local review process; and
6. Establish an appeal process for parents if a petition for a local review is denied by the board, detailing steps for submitting an appeal, the criteria for reviewing the appeal, and the timelines for a final decision.

Education Code 26.0061

TEA Standards for Instructional Material Review

TEA shall develop standards that a district may use to conduct a review of instructional materials used by a classroom teacher in a foundation curriculum course to determine the degree in which the material corresponds with the instructional materials adopted by the district and meets the level of rigor of the essential knowledge and skills for the grade level in which it is being used. *Education Code 31.0252*

Request for TEA Review	A school district may request a review by TEA of local classroom instructional materials. A request for review of local classroom instructional materials must be submitted between September 1 and the last instructional day for students. If a review of local classroom instructional materials is granted, the school district must submit blank student assignments and other required instructional materials. TEA will provide the results from a review of local classroom instructional materials in a local classroom review report to the school district.
TEA Report Published on Website	School districts must publish local classroom instructional materials review reports from TEA on the district website within 10 school days following the receipt of the results. These reports must be accessible to the public without requiring a login or password. Prior to publication on the district website, the district must redact any student or teacher information from the report and must not make any other modifications to the report.
Local Review and Rubric	Local classroom instructional materials reviews and rubric development for foundations curriculum courses shall be aligned with the instructional materials review and approval (IMRA) rubric development schedule and review cycles.
Data Management Process	School districts must establish data management processes to ensure reviews of local classroom instructional materials are authorized no more than once per year for any classroom teacher in a specific subject or grade level at a specific campus. The process must track, at a minimum, the teacher of record, date of the review request, grade level, content area, campus, and amount of time the teacher reports to complete the request. *19 TAC 67.1501*
Local Reviewer Eligibility	Local classroom reviews shall be conducted by education service centers or a curriculum review service provider approved by TEA. All reviewers must meet eligibility criteria approved by TEA. *19 TAC 67.1502*
SBOE Notification	A district is requested to notify the SBOE member(s) representing the district, at the member's state email address as listed on the SBOE.Texas.gov website within one week of a decision to approve a parent request for local classroom review and one week after receiving the final report.
Limit on Reviews	The board is not required to conduct a review for a specific subject area or grade level at a specific district campus more than once per school year.

Parental Access During Review

Parental access to instructional material provided by an instructional material review conducted under this provision is in addition to any other right to access instructional material granted by the Education Code or school district policy.

Mandatory Review on Petition by Group of Parents

If the parents of at least 25 percent of the students enrolled at a campus present to the board in which the campus is located a petition for the board to conduct an instructional material review under Education Code 31.0252, the board shall conduct the review, unless the petition is presented by the parents of less than 50 percent of the students enrolled at the campus and, by a majority vote, the board denies the request. A review shall include a review of instructional materials for each subject area or grade level specified in the petition.

Education Code 26.0061; 19 TAC 67.69

Federally Required Parental Inspection

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material, that will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the United States Department of Education shall be available for inspection by the parents or guardians of the children. *20 U.S.C. 1232h(a)* [For more information about the Protection of Pupil Rights Amendment (PPRA), see FA.]

Courses in the foundation and enrichment curriculum in grades 6-12 must be provided in a manner that allows all grade promotion and high school graduation requirements to be met in a timely manner. A district is not required to offer a specific course in the foundation and enrichment curriculum except as specified in 19 Administrative Code 74.3. *19 TAC 74.3(c)*

Grades 6-8

A district that offers grades 6-8 must provide instruction in the required curriculum as specified in 19 Administrative Code 74.1, relating to essential knowledge and skills. A district must ensure that sufficient time is provided for teachers to teach and for students to learn English language arts, mathematics, science, social studies, at least one of the four disciplines in fine arts (art, dance, music, theatre), health, physical education, technology applications, and to the extent possible, languages other than English. The school district may provide instruction 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 74.3(a)(1)*

Physical Activity Requirements

A district shall require students in grades 6-8 to participate in moderate or vigorous daily physical activity for at least 30 minutes for at least four semesters during those grade levels as part of the district's physical education curriculum.

A district may as an alternative require a student enrolled in a grade level for which the district uses block scheduling to participate in moderate or vigorous physical activity for at least 225 minutes during each period of two school weeks.

Exemptions

A district must provide an exemption for:

1. A student who is unable to participate in the required physical activity because of illness or disability; and
2. A student who participates in an extracurricular activity with a moderate or vigorous physical activity component that is considered a structured activity and meets the requirements for extracurricular activity as defined at 19 Administrative Code 76.1001.

A district may allow an exemption for a student on a middle or junior high school campus participating in a school-related activity or an activity sponsored by a private league or club only if that activity meets each of the following requirements:

1. The activity must be structured;
2. The board must certify the activity; and

3. The student must provide proof of participation in the activity.

A "structured activity" is an activity that meets, at a minimum, each of the following requirements:

1. The activity is based on the grade appropriate movement, physical activity and health, and social development strands of the essential knowledge and skills for physical education specified in 19 Administrative Code Chapter 116; and

2. The activity is organized and monitored by school personnel or by appropriately trained instructors who are part of a program that has been certified by the board.

Education Code 28.002(l)-(l-1); 19 TAC 103.1003

Fine Arts Requirement

The school district must ensure that, beginning with students who enter grade 6 in the 2010-11 school year, each student completes one Texas Essential Knowledge and Skills-based fine arts course in grade 6, grade 7, or grade 8. *Education Code 28.002(c-1); 19 TAC 74.3(a)(2)*

A district shall offer and maintain evidence that students have the opportunity to take courses in at least three of the four disciplines in fine arts. The requirement to offer three of the four disciplines in fine arts may be reduced to two by the commissioner of education upon application of a school district with a total middle school enrollment of less than 250 students. *19 TAC 74.3(a)(3)*

Instruction in High School, College, and Career Preparation

Each district shall provide instruction to students in grade 7 or 8 in preparing for high school, college, and a career. The instruction must include information regarding:

1. The creation of a high school personal graduation plan under Education Code 28.02121;

2. The distinguished level of achievement described by Education Code 28.025(b-15);

3. Each endorsement described by Education Code 28.025(c-1);

4. College readiness standards; and

5. Potential career choices and the education needed to enter those careers.

A district may provide the instruction as part of an existing course in the required curriculum; provide the instruction as part of an existing career and technology course designated by the State Board

of Education (SBOE) as appropriate for that purpose; or establish a new elective course through which to provide the instruction.

Education Code 28.016

Middle School Advanced Math Program

A district shall develop a middle school advanced mathematics program for students in grades 6-8 to enable students to enroll in Algebra I in grade 8.

Required Local Measure

A district shall identify a local measure for use in determining student eligibility for automatic enrollment in a middle school advanced mathematics program.

Automatic Enrollment

A district shall automatically enroll in a middle school advanced mathematics program each grade 6 student whose performance was either:

1. In the 60th percentile or higher on statewide scores for the grade 5 mathematics state assessment instrument; or
2. In the top 40 percent on a local measure that includes the student's grade 5 class ranking or a demonstrated proficiency in the student's grade 5 mathematics coursework.

No Results

A local measure shall be used to determine enrollment of grade 6 students for whom there are no results on the state grade 5 mathematics assessment.

Public Notice

A district shall make public the criteria for automatic enrollment in a middle school advanced mathematics program, including any criteria for a local measure, before the start of each school year.

Parent Notice

A district shall provide a written notice to the parent or guardian of each student entering grade 6 who will be automatically enrolled in a middle school advanced mathematics program. The written notification shall be provided no later than 14 days before the first day of instruction for the school year. The required notice shall include a description of:

1. The purpose of the program;
2. The middle school advanced mathematics program offered by the district, including an overview of the content addressed at each grade level;
3. Resources offered to support student success;
4. The right of the parent or guardian to opt their child out of the middle school advanced mathematics program; and
5. The process for a parent or guardian to opt their child out of the program and any associated deadlines.

Opt Out

The parent or guardian of a student who will be automatically enrolled in a middle school advanced mathematics program may opt the student out of automatic enrollment in an advanced mathematics program.

A district shall obtain written approval from the parent or guardian to remove a student from the middle school advanced mathematics program.

Annual Report

A district shall annually report to the Texas Education Agency (TEA) data related to student enrollment and performance in the middle school advanced mathematics program in a manner and time to be determined by TEA.

Other Process

These provisions do not prohibit a district from establishing a process to initially enroll grade 7 or 8 students in a middle school advanced mathematics program.

19 TAC 74.2101; Education Code 28.029

High School Courses at Earlier Grades

A district may offer courses designated for grades 9-12 in earlier grade levels. *19 TAC 74.26(b)*

Grades 9-12 Course Offerings

A district that offers grades 9-12 shall provide instruction in the required curriculum as specified in 19 Administrative Code 74.1. A district shall ensure that sufficient time is provided for teachers to teach and for students to learn the subjects in the required curriculum. *19 TAC 74.3(b)(1)*

A district shall offer the courses listed below in grades 9-12 and shall maintain evidence that students have the opportunity to take these courses:

1. English language arts — English I, II, III, IV, and at least one additional advanced English course.
2. Mathematics — Algebra I, Algebra II, Geometry, Precalculus, and Mathematical Models with Applications.
3. Science — Integrated Physics and Chemistry, Biology, Chemistry, Physics, and at least two additional science courses selected from Aquatic Science, Astronomy, Earth Systems Science, Environmental Systems, Advanced Animal Science, Advanced Plant and Soil Science, Anatomy and Physiology, Physics for Engineering, Biotechnology I, Biotechnology II, Engineering Design and Problem Solving, Food Science, Forensic Science, Medical Microbiology, Pathophysiology, Scientific Research and Design, Engineering Science, Fluid Mechanics, Mechanics of Materials, and advanced level biology, chemistry, physics, and environmental science courses

offered as dual credit as referenced in 19 Administrative Code 74.11(i) or a course selected from 19 Administrative Code 74.12(b)(3)(A) or (B). The requirement to offer two additional courses may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.

4. Social studies — United States History Studies Since 1877, World History Studies, United States Government, World Geography Studies, Personal Financial Literacy, Economics with Emphasis on the Free Enterprise System and Its Benefits, and Personal Financial Literacy and Economics. The requirement to offer both Economics with Emphasis on the Free Enterprise System and Its Benefits and Personal Financial Literacy and Economics may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.

5. Physical education — at least two courses selected from:

    a. Lifetime Fitness and Wellness Pursuits;

    b. Lifetime Recreation and Outdoor Pursuits; or

    c. Skill-Based Lifetime Activities.

6. Fine arts — courses selected from at least two of the four fine arts areas (art, music, theatre, and dance) as follows:

    a. Art I, II, III, IV;

    b. Music I, II, III, IV;

    c. Theatre I, II, III, IV; or

    d. Dance I, II, III, IV.

7. Career and technical education [see EEL] — three or more career and technical education courses for four or more credits with at least one advanced course aligned with a specified number of Texas Education Agency (TEA)-designated programs of study determined by enrollment as follows:

    a. One program of study for a district with fewer than 500 students enrolled in high school;

    b. Two programs of study for a district with 501-1,000 students enrolled in high school;

    c. Three programs of study for a district with 1,001-2,000 students enrolled in high school;

d. Four programs of study for a district with 1,001-5,000 students enrolled in high school;

e. Five programs of study for a district with 5,001-10,000 students enrolled in high school; and

f. Six programs of study for a district with more than 10,000 students enrolled in high school.

8. Languages other than English — Levels I, II, and III or higher of the same language.

9. Computer science — one course selected from Fundamentals of Computer Science, Computer Science I, or another advanced computer science course.

10. Speech — Communication Applications.

19 TAC 74.3(b)(2)

A district must provide each student the opportunity each year to select courses in which he or she intends to participate from a list that includes all courses listed above. If a district will not offer all required courses every year, but intends to offer particular courses only every other year, it must notify all enrolled students of that fact.

A district shall teach any course a student is specifically required to take for high school graduation at least once in any two consecutive school years. For a subject that has an end-of-course assessment, a district shall either teach the course every year or use alternate delivery systems, as described in 19 Administrative Code Chapter 74, Subchapter C, to enable students to earn credit for the course and shall maintain evidence thereof.

19 TAC 74.3(b)(5)

A district may offer additional courses from the complete list of courses approved by the SBOE to satisfy graduation requirements. *19 TAC 74.3(b)(4)*

A district may allow a student to enroll concurrently in Algebra I and geometry. *Education Code 28.025(b-6)*

Personal Financial Literacy

Each district shall provide an elective course in personal financial literacy that meets the requirements for a one-half elective credit, using materials approved by the SBOE. The instruction in personal financial literacy must include instruction on completing the application for federal student aid provided by the Department of Education. In fulfilling the requirement to provide financial literacy instruction, a district may use an existing state, federal, private, or

nonprofit program that provides students without charge the described instruction. *Education Code 28.0021(b)*

The SBOE shall allow a student to comply with the curriculum requirement for a one-half credit in personal financial literacy by successfully completing an advanced placement course designated by the SBOE as containing substantively similar and rigorous academic content. *Education Code 28.025(b-24)*

Nutrition and Wellness

Each district offering a high school program shall provide an elective course in nutrition and wellness that meets the requirements for a one-half elective credit, using materials approved by the SBOE. The nutrition instruction must include curriculum requirements based on nutritional guidelines recommended by the Texas Nutrition Advisory Committee and may incorporate other relevant material, including culinary skills, horticulture, and consumer economics. *Education Code 28.0115*

Applied Courses

A school district may offer the foundation curriculum in an applied manner. The courses delivered in an applied manner must cover the essential knowledge and skills, and the student shall be administered the applicable end-of-course assessment instrument. *Education Code 28.025(b-4)*

Parenting Awareness Program

High School

A district shall use the parenting and paternity awareness program developed by the SBOE in its high school health curriculum.

Middle and Junior High School

A district may use the program in the district's middle or junior high school curriculum.

Program Requirements

Implementation of this requirement shall comply with the requirement that the board establish a local school health advisory council to assist the district in ensuring that local community values are reflected in the district's health education instruction.

A district may add elements at its discretion but must include the following areas of instruction:

1. Parenting skills and responsibilities, including child support;
2. Relationship skills, including money management, communication, and marriage preparation; and
3. Skills relating to the prevention of family violence, only if the district's middle, junior high, or high schools do not have a family violence program.

At the discretion of the district, a teacher may modify the suggested sequence and pace of the program at any grade level.

Local Programs and Materials

A district may develop or adopt research-based programs and curriculum materials for use in conjunction with the program developed by the SBOE. The programs and curriculum materials may provide instruction in:

1. Child development;
2. Parenting skills, including child abuse and neglect prevention; and
3. Assertiveness skills to prevent teenage pregnancy, abusive relationships, and family violence.

Parent Permission

A student under 14 years of age may not participate in the program without the permission of the student's parent or person standing in parental relation to the student.

Education Code 28.002(p); 19 TAC 74.35(a)

Alcohol Awareness Instruction

A district shall incorporate instruction in the dangers, causes, consequences, signs, symptoms, and treatment of binge drinking and alcohol poisoning into any course meeting a requirement for a health education credit.

A district shall choose an evidence-based alcohol awareness program to use in the district's middle school, junior high school, and high school health curriculum from a list of programs approved by the commissioner for this purpose.

"Evidence-based alcohol awareness program" means a program, practice, or strategy that has been proven to effectively prevent or delay alcohol use among students, as determined by evaluations that use valid and reliable measures and that are published in peer-reviewed journals.

Education Code 28.002(r); 19 TAC 74.35(b)

Fentanyl Abuse and Drug Poisoning Instruction

A district shall annually provide research-based instruction related to fentanyl abuse prevention and drug poisoning awareness to students in grades 6 through 12.

The instruction must include:

1. Suicide prevention;
2. Prevention of the abuse of and addiction to fentanyl;
3. Awareness of local school and community resources and any processes involved in accessing those resources; and
4. Health education that includes information about substance use and abuse, including youth substance use and abuse.

The required instruction may be provided by an entity or an employee or agent of an entity that is:

1. A public or private institution of higher education;
2. A library;
3. A community service organization;
4. A religious organization;
5. A local public health agency; or
6. An organization employing mental health professionals.

Education Code 38.040

CPR and AED Instruction

A district shall provide instruction to students in grades 7-12 in cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED). The instruction may be provided as a part of any course. A student shall receive the instruction at least once before graduation.

CPR instruction must include training in cardiopulmonary resuscitation techniques and the use of an AED that has been developed by the American Heart Association or the American Red Cross or using nationally recognized, evidence-based guidelines for emergency cardiovascular care and incorporating psychomotor skills to support the instruction.

A district may use emergency medical technicians, paramedics, police officers, firefighters, representatives of the American Heart Association or the American Red Cross, teachers, other school employees, or other similarly qualified individuals to provide instruction and training. Instruction is not required to result in CPR or AED certification. If instruction is intended to result in certification, the course instructor must be authorized to provide the instruction by the American Heart Association, the American Red Cross, or a similar nationally recognized association. If the instruction is not intended to result in certification, an instructor of this training is not required to be certified in CPR.

Waivers for Students with Disabilities

A district may waive this requirement for a student who, due to a disability, is unable to complete the instruction. The determination regarding a student's ability to complete the CPR or AED requirements must be made by:

1. The student’s admission, review, and dismissal (ARD) committee if the student receives special education services under Education Code Chapter 29, Subchapter A; or

2. The committee established for the student under Section 504, if the student does not receive special education services, but is covered by Section 504.

Applicability

The requirement to receive instruction in CPR applies to any student who entered grade 7 in the 2010-11 school year and thereafter. The requirement to receive instruction in the use of an AED applies to any student who entered grade 7 in the 2024-25 school year and thereafter.

Education Code 28.0023(c)-(e), (g); 19 TAC 74.38

Donations

A district may accept from TEA donations the agency receives under Education Code 7.026 for use in providing instruction to students in the principles and techniques of CPR and the use of an AED. A district may accept other donations, including donations of equipment, for use in providing CPR instruction and the use of an AED. *Education Code 29.903*

Proper Interaction with a Peace Officer

For any student entering grade 9 in the 2018-19 school year and thereafter, a district shall provide instruction in one or more courses to students in grades 9-12 on proper interaction with peace officers during traffic stops and other in-person encounters. The required instruction may be provided as part of any course or courses and must be provided to each student at least once before graduation from high school.

The instruction must include all the information required by 19 Administrative Code 74.39(b). A district shall use materials developed through a memorandum of understanding among the Texas Commission on Law Enforcement, the SBOE, and TEA. A district may tailor the instruction developed under this section as appropriate for the district's community. In tailoring the instruction, the district shall solicit input from local law enforcement agencies, driver training schools, and the community.

A district shall clearly indicate on the transcript or academic achievement record the year in which the instruction was provided to the student.

19 TAC 74.39; Education Code 28.012

Driving With Disability Program

For information regarding the required notice for students who are receiving special education services or who are covered by Section 504, see EHBAD.

Using criteria established by the State Board of Education, a district shall adopt a process for identifying and serving gifted and talented students in the district and shall establish a program for those students in each grade level. Under this provision, a district may establish a shared services arrangement with other districts.

A district shall adopt a policy regarding the use of funds to support the district's program for gifted and talented students.

Education Code 29.122

Definition

"Gifted and talented student" means a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

1. Exhibits high performance capability in an intellectual, creative, or artistic area;
2. Possesses an unusual capacity for leadership; or
3. Excels in a specific academic field.

Education Code 29.121

Identification Policies

A district shall develop written policies on student identification that are approved by the board and disseminated to parents. The policies must include:

1. Provisions for ongoing screening and selection of students who perform or show potential for performing at remarkably high levels of accomplishment in the areas defined in Education Code 29.121.
2. Assessment measures collected from multiple sources according to each area defined in the Texas State Plan for the Education of Gifted/Talented Students.
3. Data and procedures designed to ensure that students from all populations in a district have access to assessment and, if identified, services for the gifted/talented program.
4. Prohibiting a scoring value based on race, ethnicity, sex, socioeconomic status, or disability if the selection process utilizes a matrix or threshold system.
5. Provisions for final selection of students to be made by a committee composed of at least three local district educators who have received training in the nature and needs and identification of gifted students.

6. Provisions regarding furloughs, reassessment, exiting of students from program services, transfer students, and appeals of district decisions regarding program placement.

The policy must not limit the number of students the district may identify as gifted/talented or served under the district's program for gifted/talented students.

19 TAC 89.1

Fiscal Policy

A district shall adopt a policy regarding the use of funds to support the district's program for gifted and talented students.

The policy must:

1. Ensure that 100 percent of state funds allocated for gifted/talented education are spent on providing gifted/talented services or enhancing the district's gifted and talented program; and

2. Establish a method to account for the expenditure of the gifted and talented allotment in alignment with the Texas Education Agency's financial compliance guidance.

19 TAC 89.4

Program Accountability

A district shall ensure that:

1. Student assessment and services for gifted/talented students comply with accountability standards defined in the Texas State Plan for the Education of the Gifted/Talented (State Plan);

2. It annually certifies to the commissioner of education that the district's program for gifted/talented students is consistent with the State Plan and that the district's use of funds complies with 19 Administrative Code 89.4 [see Fiscal Policy, above]; and

3. The board annually measures the performance of the district in providing gifted/talented services in alignment with the State Plan.

19 TAC 89.5

Learning Opportunities

A district shall provide an array of learning opportunities for gifted/talented students in kindergarten through grade 12 and shall inform parents of the opportunities. Options shall include:

1. Instructional and organizational patterns that enable identified students to work together as a group, to work with other students, and to work independently.

2. A continuum of learning experiences that leads to the development of advanced-level products and performances.
3. In-school, and when possible, out-of-school options relevant to the student's area of strength that are available during the entire school year.
4. Opportunities to accelerate in areas of strength.

19 TAC 89.3

Note: See DMA(LEGAL) for training requirements for teachers of gifted and talented education.

Referral

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

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

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

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

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.

Identification Criteria

Assessments

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

Matrix or Threshold System

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

Placement Committee

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

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

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

Transfer Students

Interdistrict

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

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

Intradistrict

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

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

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

Funding

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

Community Awareness

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

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 in accordance with the criteria defined by the federal district court.

To ensure that each student achieves at least satisfactory performance on each state assessment instrument, a district shall ensure that the district's curricular and instructional systems provide instruction to all students that is consistently aligned with the essential knowledge and skills for the applicable subject area and grade level; and strategically and timely addresses deficiencies in the prerequisite essential knowledge and skills for the applicable subject area and grade level. *Education Code 28.0211(a)*

Accelerated Instruction

Each time a student fails to perform satisfactorily on an assessment instrument administered in grades 3-8 or on an end-of-course assessment instrument, other than an assessment instrument developed or adopted based on alternative academic achievement standards, the district the student attends shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and, subject to the limitations at Exceptions, below, 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 Supplemental Instruction Requirements, below].

The assessments in this provision include a state assessment instrument administered under Education Code 39.023(a) [see EKB] in third through eighth grade or an end-of-course assessment instrument. The assessments also include a Spanish assessment for emergent bilingual students but exclude an assessment instrument developed or adopted based on alternative academic achievement standards.

19 TAC 104.1001; Education Code 28.0211(a-1)

Exceptions

Accelerated instruction requirements do not apply to a student who is retained at a grade level for the school year in which those requirements would otherwise apply.

A district may not be required to provide supplemental instruction to a student in more than two subject areas per school year. If the district would otherwise be required to provide supplemental instruction to a student in more than two subject areas for a school year, the district shall prioritize providing supplemental instruction to the student in mathematics and reading language arts, or Algebra I or English I, as applicable, for that school year.

Education Code 28.0211(a-7)-(a-8)

A district is not required to provide accelerated instruction to a student who, instead of being administered an assessment instrument specified above, was administered a substitute assessment instrument in accordance with other law or Texas Education Agency (TEA) rule authorizing the use of the substitute assessment instrument for purposes of satisfying the requirements concerning the applicable assessment instrument. *Education Code 28.0211(a-10)*

Off-Campus Arrangements

If a student who attends school in a homebound or other off-campus instructional arrangement, including at a residential treatment campus or state hospital, is unable to participate in an accelerated instruction program due to the student's condition, the district may determine that the student be provided the accelerated instruction when the student attends school in an on-campus instructional setting. If the student's condition prevents the student from attending school in an on-campus instructional setting for the school year during which the accelerated instruction is required to be provided to the student, the district is not required to provide the accelerated instruction to the student for that school year. *Education Code 28.0211(i-1)*

Participation Requirements

Accelerated instruction may require a student to participate before or after normal school hours and may include participation at times of the year outside normal school operations. *19 TAC 104.1001(c)*

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:

1. Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 for the grade level in which the student is enrolled [see EHA series]; or
2. Recess or other physical activity that is available to other students enrolled in the same grade level.

Education Code 28.0211(a-3)

The foundation curriculum includes English language arts, mathematics, science, and social studies. Courses in the enrichment curriculum include languages other than English; health, with emphasis on physical health, proper nutrition, and exercise; mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision making; suicide prevention; physical education; fine arts; career and technical education; technology applications; religious literature; and personal financial literacy.

In the event that a school week is three or less instructional days, the school is exempt from meeting the requirement of meeting once per week for accelerated instruction.

19 TAC 104.1001(c)(1)

Supplemental Instruction Requirements

If a district receives funding under Education Code 29.0881 or Education Code 48.104 [see EHBC], the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue 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 during the subsequent summer or school year:
    a. To each student for no less than:
        (1) 15 hours; or
        (2) 30 hours for a student whose performance on the applicable assessment instrument was significantly below satisfactory, as below; and
    b. Unless the instruction is provided fully during summer, include instruction no less than once per week during the school year, except as otherwise provided by commissioner rule to account for school holidays or shortened school weeks;
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 four 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-4); 19 TAC 104.1001

Significantly Below Satisfactory	A district shall provide students who fail to perform satisfactorily on an applicable state assessment instrument no less than 15 hours of supplemental instruction or no less than 30 hours of supplemental instruction for students who scored Low Did Not Meet Grade Level as indicated by state-provided district-level data files or failed to perform satisfactorily on any grade 3 assessment. *19 TAC 104.1001(d)*
Parent Choice	A parent or guardian of a student to whom supplemental instruction will be provided and who either was administered and failed to perform satisfactorily on an assessment instrument specified above or was administered a beginning-of-year assessment instrument aligned with the essential knowledge and skills for the applicable subject area, including a student to whom an accelerated education plan applies, may elect to modify or remove a requirement for that instruction under Education Code 28.0211(a-4) by submitting a written request to an administrator of the campus at which the student is enrolled. A district may not encourage or direct a parent or guardian to make an election under this provision that would allow the district to not provide supplemental instruction to the student or provide supplemental instruction in a group larger than authorized. *Education Code 28.0211(a-9)*
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, unless the district does not operate, or contract or agree with another entity to operate, a transportation system. *Education Code 28.0211(j)*
High-Impact Tutoring Providers	TEA shall approve high-impact tutoring providers for purposes of providing accelerated or supplemental instruction. In contracting with a high-impact tutoring provider approved by TEA, a district may use an outcomes-based contract. *Education Code 28.0211(a-15)-(a-16)*
Unlisted Service Provider	A district may use a service provider that is not on a list of service providers approved by TEA if the district can demonstrate to the commissioner that use of the service provider results in measurable improvement in student outcomes. *Education Code 28.0211(a-12)*
Optional Assessment	A school district that is required to provide to a student accelerated instruction or supplemental instruction is not required to provide additional instruction under either provision to the student based on the student's failure to perform satisfactorily on an assessment instrument administered as an optional assessment in the same sub-

ject area in which the district is required to provide the student the accelerated or supplemental instruction. *Education Code 28.0211(a-13)*

Notice to Parents

A district shall provide to the parent or guardian of a student who fails to perform satisfactorily on a state assessment instrument specified above notice that the student is not performing on grade level in the applicable subject area. The district must provide the notice at a parent-teacher conference or, if the district is unable to provide the notice at a parent-teacher conference, by another means. TEA shall develop and provide to districts a model notice in plain language for use under this provision. *Education Code 28.0211(a-14)*

In each instance in which a district is specifically required to provide notice or a written copy to a parent or guardian of a student, the district shall make a good faith effort to ensure that such notice or copy is provided either in person or by regular mail and that the notice or copy is clear and easy to understand and is written in English or the parent or guardian's native language. *Education Code 28.0211(h)*

Parent Request

A district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily a state assessment instrument under Education Code 28.0211(a-1) [see above] 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); 19 TAC 104.1001(g)*

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 (EOC) 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)

Students At Risk

A district shall provide accelerated instruction to an enrolled student who has taken an EOC assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school [see EHBC].

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)

Effectiveness

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. *Education Code 29.081(c)*

No Available Test Score

The superintendent of each district shall establish procedures to ensure that each eligible student who is absent or does not receive a test score for any test administration shall receive appropriate supplemental accelerated instruction as warranted on an individual student basis. This provision may not be used to excuse a student from appropriate accelerated instruction. *19 TAC 104.1001(b)(4)*

Accelerated Education Plan

For each student who does not perform satisfactorily on a state assessment instrument specified above for two or more consecutive school years in the same subject area, the district the student attends shall develop an accelerated education plan and provide the student at least 30 hours of supplemental instruction. *19 TAC 104.1001; Education Code 28.0211(b)*

Not later than the start of the subsequent school year, a district shall develop an accelerated education plan for the student that

provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level or course by the conclusion of the school year.

The plan must:

1. Identify the reason the student did not perform satisfactorily on the applicable assessment instrument; and

2. Require the student to be provided with no less than 30 hours, or a greater number of hours if appropriate, of supplemental instruction for each consecutive school year in which the student does not perform satisfactorily on the assessment instrument in the applicable subject area.

The plan may require that, as appropriate to ensure the student performs satisfactorily on the assessment instrument in the applicable subject area at the next administration of the assessment instrument:

1. The district expand the times in which supplemental instruction is available to the student;

2. The student be assigned for the school year to a specific teacher who is better able to provide accelerated instruction; and

3. The district provide any necessary additional resources to the student.

The accelerated education 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 accelerated education plan.

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 accelerated education plan.

Education Code 28.0211(f)-(f-3)

Parent Conference

A district shall make a good faith attempt to provide to the parent or guardian of a student to whom an accelerated education plan applies a parent-teacher conference with the student's primary teacher at the start and end of the subsequent school year.

At the conference, the district shall provide the student's parent or guardian with:

1. The notice required under Education Code 28.0211(a-14); and

2. An explanation of:

   a. The accelerated instruction to which the student is entitled under this provision, and

   b. The accelerated education plan that must be developed for the student and the manner in which the parent or guardian may participate in developing the plan.

Education Code 28.0211(b-1); 19 TAC 104.1001(e)

Classroom Assignment

Except as requested under Education Code 28.0211(a-5), a student for whom an accelerated instructional plan must be developed must be assigned, in each school year and subject covered by the accelerated education plan, to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.

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.

Education Code 28.0211(n)-(n-1)

ARD Committee Review

The admission, review, and dismissal (ARD) committee of a student who does not perform satisfactorily on a state assessment instrument described above shall, at the student's next annual review meeting, review the student's participation and progress in, as applicable, accelerated instruction, supplemental instruction, or an accelerated education plan.

The student's parent may request, or the district may schedule, an additional committee meeting if a committee member believes that the student's individualized education program needs to be modified based on the accelerated instruction requirements. If the district refuses to convene a committee meeting requested by the student's parent, the district shall provide the parent with written notice explaining the reason the district refuses to convene the meeting.

Education Code 28.0211(i)

Repeating a High School Course

For courses taken for high school credit, a student who is required to repeat any course in which the student was enrolled in during the previous school year and who is eligible for accelerated instruction for the current school year is exempt from accelerated instruction requirements for that specific course if that course is retaken in

its entirety (i.e., to earn a full credit). However, a student who is participating in credit recovery is still required to receive accelerated instruction.

For the purpose of this provision, credit recovery means completing a certain number of assignments to satisfy the course requirements after failure or a certain number of seat hours after excessive absences.

19 TAC 104.1001(i)

Commissioner Waiver

The commissioner may waive the requirements regarding accelerated instruction for a district for each school year in which at least 60 percent of the students who received accelerated instruction during the school year immediately preceding the previous school year, including at least 60 percent of students whose performance on the applicable assessment instrument was significantly below satisfactory, as defined by commissioner rule, performed satisfactorily in the previous school year on the assessment instrument in each subject in which the student previously failed to perform satisfactorily. For purposes of determining whether a school district qualifies for a waiver, the commissioner shall:

1. If a student received accelerated instruction in more than one subject during the applicable school year, consider the student's performance on the assessment instrument in each subject separately from the student's performance on the assessment instrument for each other subject; and
2. By rule provide that a district may not qualify for a waiver if students who are receiving special education services or are educationally disadvantaged are overrepresented among the students in the district who received accelerated instruction during the school year immediately preceding the previous school year and did not perform satisfactorily in the previous school year on the assessment instrument in each applicable subject.

Education Code 28.0211(q); 19 TAC 104.1001(h)

Ratio Waiver

A district may provide accelerated instruction using a product on the Ratio Waiver List on the TEA website with information related to accelerated instruction. The 4:1 student-to-teacher ratio requirement above does not apply to a district using a listed product to provide accelerated instruction to its students.

The Ratio Waiver List consists of products that use an automated, computerized, or other augmented method for providing accelerated instruction under Education Code 28.0211(a-1)(2), that may be used in lieu of some or all of the individual or group supplemen-

tal instruction, as appropriate for the applicable grade level and subject area and a student's academic deficiency.

A district shall:

1. Notify the parent or guardian of the use of a product on the Ratio Waiver List for providing the required accelerated instruction;
2. Ensure that the required hours of supplemental instruction are completed prior to the subsequent State of Texas Assessments of Academic Readiness (STAAR®) administration;
3. Use a product on the Ratio Waiver List remotely, regardless of primary mode of instruction (i.e., in-person, virtual, or hybrid) only if the district ensures that time spent by the student engaged in the product is aligned with approved product usage expectations documented by the district;
4. Adhere to the product usage fidelity requirements by product as approved by TEA to waive ratio requirements. A district not fulfilling usage fidelity with a product will be required to revert to the 4:1 ratio for supplemental instruction; and
5. Be responsible for contracting and funding the selected vendors included on the TEA list of approved vendors.

19 TAC 104.1001(g)

Notice to Parents

Each school year, a district shall notify the parent of each student enrolled in grade 9 or above of the availability of:

1. Programs under which a student may earn college credit, including advanced placement programs, dual credit programs, joint high school and college credit programs, and international baccalaureate programs;
2. Career and technology education programs or other work-based education programs in the district, including any internship, externship, or apprenticeship programs or a P-TECH (Pathways in Technology Early College High School) program;
3. Subsidies based on financial need available for fees paid to take college advanced placement tests or international baccalaureate examinations under Education Code 28.054; and
4. Funding for enrollment in dual credit courses under the FAST (Financial Aid for Swift Transfer) program [see below].

Districts must also notify parents of the qualifications for enrolling in programs described by items 1, 2, and 4 above.

The notice must include the name and contact information of any public or private entity offering such a program in the district.

A district may provide the notice on the district's internet website.

Education Code 28.010

College Credit Program

A district shall implement a program under which students may earn the equivalent of at least 12 semester credit hours of college credit in high school. If requested by the district, a public institution of higher education in this state shall assist the district in developing and implementing the program. The college credit may be earned through:

1. International baccalaureate, advanced placement, or dual credit courses;
2. Articulated postsecondary courses provided for local credit or articulated postsecondary advanced technical credit courses provided for state credit; or
3. Any combination of the courses in items 1 and 2.

Annually, a district shall report to the Texas Education Agency (TEA):

1. The number of students, including career and technical students, who have participated in the program and earned college credit; and

2. The cumulative number of courses in which participating students have enrolled and college credit hours the students have earned.

The program may provide a student the opportunity to earn credit for a course or activity, including an apprenticeship or training hours:

1. That satisfies a requirement necessary to obtain an industry-recognized credential or certificate or an associate degree, and is approved by the Texas Higher Education Coordinating Board (THECB); and

2. For which a student may earn credit concurrently toward both the student's high school diploma and postsecondary academic requirements.

A dual credit course must be:

1. In the core curriculum of the public institution of higher education providing college credit;

2. A career and technical education course; or

3. A foreign language course.

The requirements above do not apply to a dual credit course offered as part of the early college education program established under Education Code 29.908 or any other early college program that assists a student in earning a certificate or an associate degree while in high school.

A district is not required to pay a student’s tuition or other associated costs for taking a course under this section.

College-Level Courses

A board may adopt a policy that allows a student to be awarded credit toward high school graduation for completing a college-level course. The course must be provided only by an institution of higher education that is accredited by any of the following regional accrediting associations:

1. Southern Association of Colleges and Schools;

2. Middle States Association of Colleges and Schools;

3. New England Association of Colleges and Schools;

4. North Central Association of Colleges and Schools;

5. Western Association of Colleges and Schools; or

6. Northwest Association of Colleges and Schools.

To be eligible to enroll and be awarded credit toward state graduation requirements, a student shall have the approval of the high school principal or other school official designated by a district. The course(s) for which credit is awarded shall provide advanced academic instruction beyond or in greater depth than the essential knowledge and skills for the equivalent high school course.

19 TAC 74.25

Dual Credit Programs

Dual credit includes a course for which a high school student may earn credit only at an institution of higher education (previously referred to as a dual enrollment course) if the course meets the requirements of this provision.

Eligible Courses

"Dual credit course" or "dual enrollment course" means a course that meets the following requirements:

1. The course is offered pursuant to an agreement under 19 Administrative Code 4.84, see below.

2. A course for which the student may earn one or more of the following types of credit:

    a. Joint high school and junior college credit under Education Code 130.008, or

    b. Another course offered by an institution of higher education, for which a high school student may earn semester credit hours or equivalent of semester credit hours toward satisfaction of:

        (1) A career and technical education course as defined by 19 Administrative Code 4.83(3) that satisfies a requirement necessary to obtain an industry-recognized credential, certificate, or an associate degree;

        (2) A foreign language requirement at an institution of higher education;

        (3) A requirement in the core curriculum, as that term is defined by Education Code 61.821, at an institution of higher education; or

        (4) A requirement in a field of study curriculum developed by the Coordinating Board under Education Code 61.823.

A student may earn a single grade toward both the college course and the high school credit or may earn two separate grades where the high school grade only reflects a student's mastery of secondary content.

Each dual credit course must meet the requirements of Chapter 4, Subchapter D.

19 TAC 4.83(10)

Partnership Agreements with Public Colleges

A district may enter into an agreement with a public college to form a dual credit partnership in accordance with 19 Administrative Code Chapter 4, Subchapter D. *Education Code 130.008; 19 TAC Ch. 4, Subch. D*

Community College Jurisdiction

A school district that operates a high school may enter into an agreement with a community college district, regardless of whether the high school is located within the service area of the community college district, to offer a course as provided by Education Code 130.008.

A course offered for joint high school and junior college credit must be:

1. In the core curriculum of the public junior college;
2. A career and technical education course; or
3. A foreign language course.

These requirements do not apply to a course offered for joint high school and junior college credit to a student as part of the early college education program established under Education Code 29.908 or any other early college program that assists a student in earning a certificate or an associate degree while in high school.

Education Code 130.008(a-1), (a-2), (d)

Student Eligibility

A high school student is eligible to enroll in dual credit courses if the student:

1. Is not a degree-seeking student as defined in 19 Administrative Code 4.83(10);
2. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth in 19 Administrative Code 4.54;
3. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument; or

4. Meets the eligibility requirements for a Texas First Diploma under 19 Administrative Code 21.52 (relating to Eligibility for Texas First Diploma).

An institution may impose additional requirements for enrollment in specific dual credit courses that do not conflict with 19 Administrative Code, Chapter 4, Subchapter D.

An institution is not required under these provisions to offer dual credit courses for high school students.

19 TAC 4.85(b)

Transcript

An institution or high school shall immediately transcript the credit earned by a student upon a student's completion of the performance required in the course. *19 TAC 4.85(h)*

Faculty Selection, Supervision, and Evaluation

An institution shall apply the standards for selection, supervision, and evaluation for instructors of dual credit courses as required by the institution's accreditor. A high school teacher may only teach a high school course offered through a dual credit agreement if the teacher is approved by the institution offering the dual credit course. *19 TAC 4.85(e)*

Qualified Instructor

A course offered for joint high school and junior college credit must be taught by a qualified instructor approved or selected by the public junior college. An instructor is qualified if the instructor holds:

1. A doctoral or master's degree in the discipline that is the subject of the course;
2. A master's degree in another discipline with a concentration that required completion of a minimum of 18 graduate semester hours in the discipline that is the subject of the course; or
3. For a course that is offered in an associate degree program and that is not designed for transfer to a baccalaureate degree program:
    a. A degree described above;
    b. A baccalaureate degree in the discipline that is the subject of the course; or
    c. An associate degree and demonstrated competencies in the discipline that is the subject of the course, as determined by the THECB.

Not later than the 60th day after receipt, a public junior college shall approve or reject an application for approval to teach a course at a high school that is submitted by an instructor employed

by the district with which the junior college entered into an agreement to offer the course.

Education Code 130.008(g), (h)

Attendance Accounting

The time during which a student attends a dual credit course, including a course provided under the college credit program, shall be counted as part of the minimum instructional hours required for a student to be considered a full-time student in average daily attendance. *Education Code 48.005(g)* [See FEB]

The commissioner of education may approve instructional programs provided off campus by an entity other than a district as a program in which participation by a student may be counted for purposes of determining average daily attendance. *Education Code 48.007(a)*

Reporting Off-Campus Programs

A board may adopt a policy that allows a student to participate in an off-campus instructional program. The program must be provided only by an institution of higher education that is accredited by one of the regional accrediting associations specified in 19 Administrative Code 74.25 (High School Credit for College Courses).

To be eligible, a student must:

1. Be in grade 11 or 12;
2. Have demonstrated college readiness as outlined in the requirements for participation in dual credit programs in the *Student Attendance Accounting Handbook*;
3. Meet any eligibility requirements adopted by the institution of higher education; and
4. Have the approval of the high school principal or other school official designated by the district.

The off-campus program must comply with rules adopted by the THECB in the Texas Administrative Code, Title 19, Part 1, with respect to teacher qualifications.

19 TAC 129.1031

Time that a student participates in an off-campus instructional program approved by the commissioner under Education Code 48.007(a) shall be counted as part of the minimum number of instructional hours required for a student to be considered a full-time student in average daily attendance. *Education Code 48.005(h)*

Dual Credit Agreement

For any dual credit partnership between a district and an institution, an agreement must be approved by the governing boards or designated authorities (e.g., superintendent) of both the public district and the institution prior to the offering of such courses.

Any agreement entered into or renewed between an institution and a district, including a memorandum of understanding or articulation agreement, shall include the following elements.

Any dual credit agreement must also address:

1. Eligible courses;
2. Student eligibility;
3. Location of class;
4. Student composition of class;
5. Faculty selection, supervision, and evaluation;
6. Course curriculum, instruction, and grading;
7. Academic policies and student support services;
8. Transcripting of credit;
9. Funding, including the sources of funding for courses offered under the program, including, at a minimum, the sources of funding for tuition, transportation, and any required fees, instructional materials, or textbooks for students participating in the program, including for students eligible to take dual credit courses at no cost to the student under the FAST program [see below];
10. All requirements for joint implementation of the FAST program, including ensuring the accurate and timely exchange of information necessary for an eligible student to enroll at no cost in a dual credit course, for eligible public schools and students participating in the FAST program;
11. Defined sequences of courses that apply to academic or career and technical education program requirements at the institution or industry-recognized credentials, where applicable;
12. Specific program goals aligned with the statewide goals developed under Education Code 28.009(b-1), 130A.004, and 130A.101(c)(3);
13. Coordinated advising strategies and terminology related to dual credit and college readiness, including strategies to assist students in selecting courses that will satisfy applicable

high school and college requirements for the student's intended program;

14. Provision for the alignment of endorsements described in EIF, offered by the district and dual credit courses offered under the agreement that apply toward those endorsements with postsecondary pathways and credentials at the institution and industry-recognized credentials;

15. Identification of tools, including online resources developed by TEA, the Coordinating Board, or the Texas Workforce Commission, to assist counselors, students, and families in selecting endorsements offered by the district and college courses offered by the institution under the agreement;

16. A procedure for establishing the course credits that may be earned under the agreement, including developing a course equivalency crosswalk or other method of identifying the number of high school and college credits that may be earned for each course completed through the program;

17. A description of the academic supports and, if applicable, other support that will be provided to students participating in the program (e.g., transportation to and from a college campus);

18. The respective roles and responsibilities of the institution of higher education and the district in providing the program and ensuring the quality of instruction and instructional rigor of the program;

19. A requirement that the district and the institution consider the use of free or low-cost open educational resources in courses offered under the program; and

20. Designation of at least one employee of the district or private school, or the institution as responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.

19 TAC 4.84(a)-(b)

Website Posting of Agreement

Each agreement must be posted each year on the institution of higher education's and the district's respective internet websites. *19 TAC 4.84(c)*

FAST Program

Eligibility

A student is eligible to enroll at no cost in a dual credit course under the Financial Aid for Swift Transfer (FAST) program if the student is enrolled in a high school and eligible for Foundation School

Program funding in a Texas school district and in a dual credit course at a participating institution of higher education that has entered into a dual credit agreement with the student's district as set out in 19 Administrative Code 4.84 and is certified to the institution by the student's district or other means authorized by rule as being educationally disadvantaged during the year in which the student is enrolled in a dual credit course or at any time during the four school years preceding the year in which the student is enrolled in a dual credit course.

A district's notice to the institution regarding a student's status as educationally disadvantaged in any of the four years preceding the year in which the student is enrolled in a dual credit course shall occur through the district's notice to TEA, unless otherwise provided by rule. A district shall provide notice directly to the institution regarding a student's educationally disadvantaged status if the student is educationally disadvantaged in the year in which the student is enrolled in a dual credit course but was not educationally disadvantaged in any of the four preceding years.

19 TAC 13.503(a)-(b)

To be considered educationally disadvantaged, a student must meet the income requirements for eligibility under the National School Lunch Program (NSLP), authorized by 42 United States Code 1751, et seq. A district may use the following approved methods for determining student eligibility for the FAST program:

1. Parent certification, where the parent or guardian asserts meeting the income requirements for eligibility under this subsection;

2. Direct certification, where 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.

A district with one or more campuses not participating in the NSLP may derive an eligible student count by an alternative method as determined by TEA.

19 TAC 102.1097

A student otherwise described by Education Code 28.0095(c) is eligible to enroll at no cost in a dual credit course under the program if the student has graduated from high school but is enrolled at a

campus designated as a P-TECH school or in a district participating in a R-PEP partnership and the student is completing a course of study offered through an articulation agreement or MOU with an institution of higher education and the district in the P-TECH or R-PEP program. A district may use Foundation School Program funds to educate a student who has graduated from high school but is enrolled in the district in a program through which the student may earn dual credit, including the P-TECH and R-PREP program. *Education Code 28.0095(c-1), 48.0035(2)*

"Dual credit course" is defined by 19 Administrative Code 4.83.

District Determination

A district shall, on the enrollment of a student in grades 9 through 12 in a dual credit course, determine whether the student meets the above criteria for the program and notify the institution of higher education that offers the dual credit course in which the student is enrolled of the district's determination.

A district may make the determination based on the district's records, TEA's records, or any other method authorized by commissioner or THECB rule. If the district bases the determination on a method other than TEA's records, the district shall report the method used and the data on which the method is based to TEA for purposes of verification.

Education Code 28.0095(a)(3), (c), (3)

For more information about the FAST Program, see 19 Administrative Code 102.1097.

Instructional Partnerships with Community College Districts

Public two-year colleges may contract to provide instruction for public secondary schools. An agreement between the public two-year college and the public secondary school must be approved by both governing boards.

High School Credit-Only Courses

Provision of instruction for public secondary schools by public two-year colleges must be in accordance with rules and guidelines established by the State Board of Education. Instruction provided under a contractual agreement may include only coursework necessary for students to complete high school. It does not apply to early admission programs for high school students entering college.

19 TAC 9.125

Remedial Programs

A board may contract with the board of the community college district in which a district is located for the college district to provide remedial programs for students enrolled in a district's secondary schools in preparation for graduation from secondary school and entrance into college. *Education Code 130.090*

The district and college district shall negotiate an agreed cost for instruction. *19 TAC 9.125*

Certain Academies

A district shall grant a student a maximum of two years' credit toward the academic course requirements for high school graduation for courses successfully completed at the Texas Academy of Leadership in the Humanities (at Lamar University — Beaumont), the Texas Academy of Mathematics and Science (at the University of Texas — Brownsville or University of North Texas — Denton), or the Texas Academy of International Studies (at Texas A&M University — Laredo). *Education Code 28.024*

Off-Campus Program Provided by an Institution of Higher Education

The commissioner of education may approve instructional programs provided off campus by an entity other than a district as a program in which participation by a student may be counted for purposes of determining average daily attendance. *Education Code 48.007(a)*

Reporting Off-Campus Programs

A board may adopt a policy that allows a student to participate in an off-campus instructional program. The program must be provided only by an institution of higher education that is accredited by one of the regional accrediting associations specified in 19 Administrative Code 74.25 (High School Credit for College Courses).

To be eligible, a student must:

1. Be in grade 11 or 12;
2. Have demonstrated college readiness as outlined in the requirements for participation in dual credit programs in the *Student Attendance Accounting Handbook*;
3. Meet any eligibility requirements adopted by the institution of higher education; and
4. Have the approval of the high school principal or other school official designated by the district.

The off-campus program must comply with rules adopted by the THECB in the Texas Administrative Code, Title 19, Part 1, with respect to teacher qualifications.

19 TAC 129.1031(a), (b), (e)

Time that a student participates in an off-campus instructional program approved by the commissioner under Education Code 48.007(a) shall be counted as part of the minimum number of instructional hours required for a student to be considered a full-time student in average daily attendance. *Education Code 48.005(h)*

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State Assessment of Academic Skills

Every student receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code Chapter 39, Subchapter B [see Testing in Grades 3-8, below]. *Education Code 39.023(a), (c), (f); 19 TAC 101.5*

A student may not receive a high school diploma until the student has performed satisfactorily on end-of-course (EOC) assessment instruments [see End-of-Course Assessments, below]. *Education Code 39.025(a); 19 TAC 101.4001*

Emergent Bilingual Students

In grades 3-12, an emergent bilingual student, as defined by Education Code Chapter 29, Subchapter B, shall participate in the state assessment in accordance with commissioner rules at 19 Administrative Code Chapter 101, Subchapter AA. *Education Code 39.023(l), (m)* [See EKBA]

Special Education

The Texas Education Agency (TEA) shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's admission, review, and dismissal (ARD) committee, including assessment instruments approved by the commissioner of education that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Education Code 39.023(b)-(c), .025(a-4)

Military Dependents

If the student is a military dependent, the district shall incorporate procedures to accept:

1. Exit or EOC exams required for graduation from the sending state;

2. National norm-referenced achievement tests; or

3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated by the receiving state for a military dependent transferring in his or her senior year, then Education Code 162.002 article VII, section C, shall apply.

Education Code 162.002 art. VII [See EIF]

Administration

A district shall follow the test administration procedures established by TEA in the applicable test administration materials. A superintendent shall be responsible for administering tests. *19 TAC 101.25, .27*

Religious Holy Days

The board may consider the dates of religious holy days or periods of observance likely to be observed by the students enrolled in the district during the assessment administration schedule window under Education Code 39.02301(i) in establishing:

1. The district's calendar for that school year; and

2. The instructional days within that period on which students are administered the required assessment instruments, provided that the board not exclude more than two instructional days from that period based solely on the occurrence of a single religious holy day or period of observance.

"Religious holy day or period of observance" means a holy day or a period of holy days observed by a religion whose places of worship would be exempt from property taxation under Tax Code 11.20.

In establishing a school calendar under this provision, the board shall provide for alternative dates for the administration of state assessment instruments to a student who is absent from school to observe a religious holy day or period of observance on the date an assessment instrument is administered.

Education Code 39.0238

Alternate Test Dates

The commissioner shall consider requests from districts or campuses for alternate test dates on a case-by-case basis. Alternate test dates will only be allowed if the campus or district is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may affect a district's or cam-

pus's ability to administer an assessment or the students' performance on the assessment.

"Exceptional circumstances" include:

1. Inclement weather or natural disasters that would cause a district or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the commissioner may prohibit a district or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of the district, campus, and students.

19 TAC 101.5003

Test Administration Training

The commissioner may require training for district employees involved in the administration of the assessment instruments. The commissioner may only require for the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1)-(b-2)*

Paper Administration

A district may administer a state assessment instrument required under Education Code 39.023(a), (c), or (l) in paper format to any student whose parent, guardian, or teacher in the applicable subject area requests the assessment instrument be administered to the student in paper format.

A request for the administration of an assessment instrument in paper format to a student must be submitted to the district:

1. For a fall administration of an assessment instrument, not later than September 15 of the school year in which the assessment instrument will be administered; and

2. For a spring administration of an assessment instrument, not later than December 1 of the school year in which the assessment instrument will be administered.

The number of students enrolled at a district who are administered an assessment instrument in paper format for any single administration under this provision may not exceed three percent of the number of students enrolled in the district. On receipt of more requests for administration of an assessment instrument than the maximum number permitted, the district shall accept the requests in the order received until the maximum number is reached.

This limitation does not apply to a student whose ARD committee determines that the administration of an assessment instrument in paper format is a necessary modification for the student.

Education Code 39.02342

Notice to Parents and Students

A superintendent shall be responsible for the following in order to provide timely and full notification of graduation requirements:

1. Notifying each student and his or her parent or guardian in writing no later than the beginning of the student's seventh-grade year of the testing requirements for graduation;

2. Notifying each student in grades 7-12 new to the district and his or her parent or guardian in writing of the testing requirements for graduation; and

3. Notifying each student who shall take the tests required for graduation and his or her parent or guardian, as well as out-of-school individuals, of the dates, times, and locations of testing.

19 TAC 101.3012

Testing in Grades 3-8

Except as provided below, all students, other than students who are assessed under Education Code 39.023(b) (alternative assessment instrument) or 39.023(l) (emergent bilingual students) or exempted under Education Code 39.027, shall be assessed in:

1. Mathematics, annually in grades 3-8;

2. Reading, annually in grades 3-8;

3. Social studies in grade 8;

4. Science in grades 5 and 8; and

5. Any other subject and grade required by federal law.

Education Code 39.023(a)

Exception

For purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student's enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or

2. Is enrolled in a course for high school credit in a subject intended for students above the student's enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

For purposes of federal accountability, a grade 3-8 student who is accelerated in mathematics, reading/language arts, or science and on schedule to complete the high school end-of-course assessments in that same content area prior to high school shall be assessed at least once in high school with the ACT or the SAT.

A student is only eligible to take an assessment instrument intended for use above the student's enrolled grade if the student is on schedule to complete instruction in the entire curriculum for that subject during the semester the assessment is administered.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student.

Education Code 28.0211(o)-(p), 39.023(a-2); 19 TAC 101.3011(a)(1)-(3)

Kindergarten Assessment

An assessment instrument under Education Code 39.023 may not be administered to a kindergarten student except for the purpose of determining whether the student is entitled to the benefit of the Foundation School Program [see FD]. *Education Code 39.023(a-16)*

Accommodations

Testing accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding testing accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible testing accommodations shall be described in the appropriate test administration materials.

The committee established by a board to determine the placement of students with dyslexia or related disorders shall determine

whether any allowable modification is necessary in administering an assessment to such a student.

A student's ARD committee shall determine the allowable accommodations and shall document them in the student's individualized education program (IEP). [See Special Education, above]

19 TAC 101.3013; Education Code 39.023(a)-(c), (n); 34 C.F.R. 300.320(a)(6)

End-of-Course Assessments

Beginning with students first enrolled in grade 9 in the 2011-12 school year, a student enrolled in a course for which an EOC assessment exists as required by Education 39.023(c) shall take the appropriate assessment. *19 TAC 101.3021(a)*

TEA shall adopt EOC assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United States history. The Algebra I EOC assessment instrument must be administered with the aid of technology but may include one or more parts that prohibit the use of technology. The English I and English II EOC assessment instruments must each assess essential knowledge and skills in both reading and writing and must provide a single score. A district shall comply with 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) in order to be eligible to receive a Texas diploma, except as described below at Exceptions, Credits Earned Prior to Enrollment, Individual Graduation Committee, and Special Education.

The standard in place when a student first takes an EOC assessment is the standard that will be maintained throughout the student's school career.

Exceptions

English I or English II

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course's assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

Exceptions related to English I also apply to emergent bilingual students who meet the criteria in 19 Administrative Code 101.1007. [See EKBA]

19 TAC 101.3022(a)-(c)

Credits Earned Prior to Enrollment

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school district and the credit has been accepted by a Texas public school district, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011-12 spring administration, the student is not required to take the corresponding EOC assessment. *19 TAC 101.3021(e)*

Substitute Assessments

A student at any grade level is eligible to use a substitute assessment as provided in the commissioner's chart at 19 Administrative Code 101.4002(b) if the student:

1. Was administered an approved substitute assessment for an equivalent course in which the student was enrolled;
2. Received a satisfactory score on the substitute assessment as determined by the commissioner and provided in the chart at 19 Administrative Code 101.4002(b); and
3. Using a Texas Success Initiative Assessment (TSIA) or a Texas Success Initiative Assessment, Version 2.0 (TSIA2) also meets the additional criteria of 19 Administrative Code 101.4002(d).

TSI Additional Criteria

A student must meet the criteria established in 19 Administrative Code 101.4002(d) in order to qualify to use TSIA or TSIA2 as a substitute assessment.

Accountability Testing

A student electing to substitute an assessment for graduation purposes must still take the corresponding EOC assessment required

under Education Code 39.023(c) at least once for accountability purposes. If a student sits for an EOC assessment, a district may not void or invalidate the test in lieu of a substitute assessment.

A student who fails to perform satisfactorily on a PSAT or PreACT test as indicated in the chart in 19 Administrative Code 101.4002(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 or PreACT test is eligible to meet the requirements specified in 19 Administrative Code 101.4002(c).

19 TAC 101.4002

Verification of Results

An eligible student is responsible for providing a district an official copy of the student's scores from the substitute assessment.

Upon receipt of official results of an approved substitute assessment, a district must:

1. Verify the student's score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the commissioner.

19 TAC 101.4005

Individual Graduation Committee

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (IGC). [See EIF] *Education Code 28.0258, 39.025(a-5)*

A student may not graduate under an IGC if the student did not take each required EOC assessment or an approved substitute assessment for each course in which the student was enrolled in a Texas public school for which there is an EOC assessment. A district shall determine whether the student took each required EOC assessment or an approved substitute assessment. For purposes of this provision only, a student who does not make an attempt to take all required EOC assessments may not qualify to graduate by means of an individual graduation committee.

Notwithstanding any action taken by a student's individual graduation committee, a district must provide a student an opportunity to retake an EOC assessment under Education Code 39.023(c) if the student has not previously achieved satisfactory performance on an assessment for that course. A student is not required to retake

a course in order to be administered a retest of an EOC assessment.

19 TAC 101.3022(e)(1), (3)

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 Administrative Code 89.1070 (Graduation Requirements) and 19 Administrative Code 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate. [See EIF]

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment while enrolled in a special education program is not required to retake and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any 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)

For more information on graduation requirements for special education students, see EIF.

Credit by Examination

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 Administrative Code 74.24. [See EHDB, EHDC] *19 TAC 101.3021(c)*

Retakes

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. [See Satisfactory Performance, above]

A student is not required to retake a course as a condition of retaking an EOC assessment instrument.

If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to retake the assessment if the student is required to retake the course.

Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d)

Note: For information on instructional requirements for students who fail to perform satisfactorily on a state assessment instrument, see EHBC and EHBCA.

Reporting Results

To the Public

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of a board, after receipt from TEA. The information shall not contain the names of individual students or teachers. *Education Code 39.030(b)*

To the Board

A superintendent shall accurately report all test results with appropriate interpretations to a board according to the schedule in the applicable test administration materials.

To Parents, Students, and Teachers

A district shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated at Confidentiality of Results, below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or charter school or private school. The scoring contractor will provide districts with the results of the machine-scorable assessments within a 21-day period following the close of the testing window. Upon receipt of the assessment results from the test contractor, a district shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year. [See BQ series, FD, and FL]

19 TAC 101.3014(a)-(d)

Parent Portal

A district shall provide to a parent of a child enrolled at the district access to the internet website described by Education Code 26.005(b) [website of state assessment instrument results maintained by TEA] through a parent portal maintained by the district and notify the parent regarding that access each time TEA makes available the results of an assessment instrument administered to the parent's child. *Education Code 26.005(c)*

Identification of Students Likely to Succeed in an Advanced Course

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 to State Assessment

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(a), .006(a)(2), 39.023(e)*

Out-of-State Transfers

A district shall accurately report to TEA whether that student transferred into the district from out of state during the current school year.

Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. A district shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to districts from the results of the district's other students in addition to the current reporting of assessment results for all students and other student subsets.

19 TAC 101.3014(e)

Security and Confidentiality

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

Districts and campuses and the superintendent and campus principals in each district and campus shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as the district becomes aware of any alleged or suspected violation of the security or confidential integrity of a test [see Violations, below];
3. Report all confirmed testing violations to TEA within 10 working days of the district becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure test materials are district employees who have:
    a. Met the requirements to participate in the student assessment program;
    b. Received training in test security and test administration procedures; and
    c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties that may result from a violation of test security and confidentiality or a departure from test administration procedures; and
5. Ensure the security of the test materials as required by 19 Administrative Code 101.3031(a)(2)(E).

19 TAC 101.3031(a)(1)-(2)

Violations

Violations of the security and confidential integrity of a test include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;
4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;

7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in the above conduct or in any other serious violation of security and confidentiality under this provision;
13. Failing to implement sufficient procedures to prevent student cheating; and
14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

Consequences

If a district determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, the district shall invalidate the student's test results.

Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Educator Certification (SBEC) for sanctions in accordance with 19 Administrative Code Chapter 247 (Educators' Code of Ethics) and Chapter 249 (Disciplinary Proceedings, Sanctions, and Contested Cases); and
3. Lowering the district's accreditation status or a district's or campus's accountability rating in accordance with Education Code 39.003(d), or appointment of a monitor, conservator, or management team to the district in accordance with Education Code Chapter 39A.

Test Administration Procedures

Test administration procedures shall be delineated in the test administration materials provided to districts annually. Districts must

comply with all of the applicable requirements specified in the test administration materials.

Districts shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

Records Retention

As part of test administration procedures, the commissioner shall require districts to maintain records related to the security of assessment instruments for five years.

19 TAC 101.3031(a)(3)-(d)

Disciplinary Action and Penalties

SBEC may take disciplinary action against a person who has violated the security or integrity of any assessment required by Education Code Chapter 39, Subchapter B or has committed an act that is a departure from the test administration procedures established by the commissioner under 19 Administrative Code Chapter 101.

The superintendent and campus principal must develop procedures to ensure the security and confidentiality of the tests and will be responsible for notifying TEA in writing of conduct that violates the security or confidentiality of a test. Failure to report can subject the person responsible to the applicable penalties.

19 TAC 249.15(a)-(b), (g)(8)

Minimize Disruptions

In implementing the commissioner's procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, a district shall minimize disruptions to school operations and the classroom environment. *Education Code 39.0301(a-1)*

Confidentiality of Results

Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974. *Education Code 39.030(b)* [See FL and GBA]

Note: This policy encompasses many, but not all, rights held by parents of Texas public school children. Additional information regarding parent rights exists throughout the policy manual, including:

- District-level and site-based decision making at BQA and BQB
- Access to review instructional and library materials at the EF series
- Requests for educational programs at EHA
- Human sexuality instruction at EHAA
- Special education at the EHBA series
- Student retention at EIE
- Homeschool rights at FD
- Consent to medical treatment, collection and use of certain health and biometric information, and other activities at the FFA series
- Consent to mental health and counseling at FFEA and FFEB
- Access to student records at FL
- Complaints and grievances processes at FNG
- Access to campus and campus visitor policies at GKC

Parental Rights

To enshrine truths that are deeply rooted in this nation's history and traditions, the people of Texas hereby affirm that a parent has the responsibility to nurture and protect the parent's child and the corresponding fundamental right to exercise care, custody, and control of the parent's child, including the right to make decisions concerning the child's upbringing. *Tex. Const. Art. I, Sec. 37*

Infringement Prohibited

The fundamental rights granted to parents by their Creator and upheld by the United States Constitution, the Texas Constitution, and the laws of this state, including the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the parent's child under Family Code 151.001, may not be infringed on by any public elementary or secondary school or state governmental entity, including the state or a political subdivision of the state, unless the infringement is necessary to further a compelling state interest, such as providing life-saving

care to a child, and narrowly tailored using the least restrictive means to achieve that compelling state interest. *Education Code 1.009*

Education Code Chapter 26

As provided under Family Code 151.001, a parent has the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the child without obstruction or interference from this state, including from a school district or any other governmental entity. *Education Code 26.001(a)*

Parents are partners with educators, administrators, and the board in their children's education. Parents shall be encouraged to actively participate in creating and implementing educational programs for their children. *Education Code 26.001(a-1)*

Unless otherwise provided by law, a board, an administrator, an educator, or other person shall comply with Education Code 1.009 [see Infringement of Parental Rights Prohibited, above] and may not limit parental rights or withhold information from a parent regarding the parent's child. A school district may not be considered to have withheld information from a parent regarding the parent's child if the district's actions are in accordance with other law, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g). *Education Code 26.001(c), (c-1)*

"Parent" Defined

For purposes of Education Code Chapter 26 (Parental Rights), "parent" includes a person standing in parental relation, but does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order. Except as provided by federal law, all rights of a parent under Education Code Title 2 and all educational rights under Family Code 151.001(a)(10) shall be exercised by a student who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code Chapter 31, unless the student has been determined to be incompetent or the student's rights have been otherwise restricted by a court order. *Education Code 26.002*

Parental Rights

Parental rights listed in Education Code Chapter 26 are:

1. Rights concerning academic programs. *Education Code 26.003, .0061* [See EHA, EIF, FDB, and FMH]
2. Access to student records. *Education Code 26.004* [See FL]
3. Access to state assessments. *Education Code 26.005* [See EKB]

4. Access to teaching materials and test results, and observation of virtual instruction. *Education Code 26.006* [See EF series and EKB]

5. Access to board meetings, other than a closed meeting under the Open Meetings Act. *Education Code 26.007* [See BE and BEC]

6. Right to full information concerning a student. *Education Code 26.008(a)(1)* [See below and at DF, FFE series, and FM]

7. Notification of suspicion of criminal offense committed against a parent's child. *Education Code 26.008(a)(2)* [See FFF]

8. Right to information concerning special education and education of students with learning disabilities. *Education Code 26.0081* [See FB]

9. Requests for public information. *Education Code 26.0085* [See GBA and GBAA]

10. Consent required for certain activities. *Education Code 26.009* [See EHA, FFA, FFE, FL, FM, and FO]

11. Refusal of psychiatric or psychological treatment of child as basis for report of neglect. *Education Code 26.0091* [See FFG]

12. Exemption from instruction. *Education Code 26.010* [See EMB]

13. Right to have a grievance addressed in accordance with a policy adopted by the district's board. *Education Code 26.011* [See FNG]

14. Right to information related to the release of student directory information under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g). *Education Code 26.013* [See FL]

15. Selection of educational setting. *Education Code 26.0025* [See below]

Right to Information

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)(1)*

Parental Rights Form

The Texas Education Agency (TEA) shall develop a form for use by school districts in providing information about parental rights and options a board is required to disclose to a child's parent on enrollment and at the beginning of each school year under Educa-

tion Code 26.001(d)(4). A district shall post the form in a prominent location on the district's website. *Education Code 26.001(e)*

Right to Select School

A parent is entitled to choose the educational setting for the parent's child, including school, private school, or home school. *Education Code 26.0025*

A parent has the right to designate the school the child will attend and to enroll the child in school, subject to any eligibility or admissions requirements. *Family Code 151.001(a)(11)*

Unless limited by court order, a parent appointed as sole managing conservator of a child has the exclusive right to designate the school the child will attend and to enroll the child in school, subject to any eligibility or admissions requirements. *Family Code 151.132*

The board may not adopt a rule or policy that regulates an education program of a home school. *Education Code 1.010*

Right to Attend School Activities

Unless limited by court order, a parent appointed as a conservator of a child has at all times the right to attend school activities, including school lunches, performances, and field trips. *Family Code 153.073(a)(6)*

Objection to School Assignment

The parent or person standing in parental relation to any student may object to the student's school assignment. Upon receiving a written petition to request or object to a student's assignment, a board shall follow the procedures set forth at Education Code 25.034. *Education Code 25.033(2), .034* [See FDB]

Challenge to Education Records

A district shall give a parent or eligible student, on request, an opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the records is inaccurate, misleading, or in violation of the privacy rights of the student. *34 C.F.R. 99.21* [See FL]

Public Information Requests

A district that receives a request from a parent for public information relating to the parent's child shall comply with Government Code Chapter 552 (Public Information Act). A district shall also comply with the deadlines and provisions set forth at Education Code 26.0085. *Gov't Code Ch. 552; Education Code 26.0085* [See GBAA]

Policy on Parental Engagement

The board shall develop a parental engagement policy that:

1. Provides for an internet portal through which parents of students enrolled in the district may submit comments to campus or district administrators and the board;

2. Requires the board to prioritize public comments by presenting those comments at the beginning of each board meeting; and

3. Requires board meetings to be held outside of typical work hours.

Education Code 26.0071

Parental Participation Plan

Each board shall develop a plan for parental participation in the district to improve parent and teacher cooperation, including in the areas of homework, school attendance, and discipline. *Education Code 26.001(d)(2)*

Title I Funding — Parent Right to Know

Professional Qualifications

At the beginning of each school year, a district shall notify the parents of each student attending any school receiving funds under Title I, Part A of the Elementary and Secondary Education Act (ESEA), that the parents may request, and the district will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers. *20 U.S.C. 6312(e)(1)(A)* [See DBA]

Title I Required Notice

A school that receives funds under Title I, Part A of ESEA shall provide to each individual parent of a child who is a student in such school, with respect to such student:

1. Information on the level of achievement and academic growth of the student, if applicable and available, on each of the required state academic assessments [see EKB]; and

2. Timely notice that the student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned [see DBA].

20 U.S.C. 6312(e)(1)(B)

For information on the parent and family engagement requirements for districts receiving funds under the Elementary and Secondary Education Act, see EHBD.

Information Collection

U.S. ED-Funded Surveys (PPRA)

Under the Protection of Pupil Rights Amendment (PPRA), no student shall be required, as part of any program funded in whole or in part by the United States Department of Education (U.S. ED), to submit to a survey, analysis, or evaluation that reveals information concerning the following topics without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent:

1. Political affiliations or beliefs of the student or the student's parents.
2. Mental and psychological problems of the student or the student's family.
3. Sex behavior and attitudes.
4. Illegal, anti-social, self-incriminating, and demeaning behavior.
5. Critical appraisals of other individuals with whom students have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or student's parent.
8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

20 U.S.C. 1232h(b)

Information Collection Funded by Other Sources

Policies

Except as provided by 20 U.S.C. 1232h(a) or (b) [see U.S. ED Funded Surveys, above], as a condition of receiving funds for a program funded in whole or in part by the U.S. ED, a district shall develop and adopt policies, in consultation with parents, pursuant to 20 U.S.C. 1232h(c)(1), regarding the following:

1. The parent's right to inspect a survey created by a third party before the survey is administered or distributed by a school to the student and any applicable procedures for granting a request by a parent for reasonable access to such survey within a reasonable period of time after the request is received.
2. A district's arrangements to protect student privacy in the event a survey containing one or more of the items listed under U.S. ED-Funded Surveys, above, is administered or distributed to a student.
3. The parent's right to inspect any instructional material used in the educational curriculum for the student and any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received.
4. The administration of physical examinations or screenings that a district may administer to the student.

5. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. This provision does not apply to use of 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 the TEA or the district had in place, on January 8, 2002, policies covering the requirements of 20 U.S.C. 1232h(c)(1). [See CRD, FFAA, FL, and FNG]

Parental Notification

A district shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of the students enrolled in schools served by the district. At a minimum, a district shall:

1. Provide notice at least annually, at the beginning of the school year and within a reasonable time after any substantive change in the policies; and

2. Offer an opportunity for the parent to opt the student out of participation in an activity described below.

A district shall directly notify the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when activities, described below, are scheduled or expected to be scheduled. The following activities require notification under this provision:

1. Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information.

2. The administration of any survey containing one or more items described at U.S. ED-Funded Surveys, above.

3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered

and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or of other students.

20 U.S.C. 1232h(c)(1)-(4) [See FFAA]

"Personal Information" Defined

The term "personal information" means individually identifiable information, including a student's:

1. First and last name;
2. Home or physical address, including street name and city or town;
3. Telephone number; or
4. Social security identification number.

20 U.S.C. 1232h(c)(6)(E)

For information about parental access to instructional materials under the PPRA, see FA.

Videotapes and Recordings

A district employee or contractor must obtain the written consent of a child's parent before the employee or contractor may make or authorize the making of a videotape of a child or record or authorize the recording of a child's voice.

Exceptions

A district employee or contractor is not required to obtain the consent of a child's parent before the employee or contractor may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used only for:

1. The purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses;
2. A purpose related to a cocurricular or extracurricular activity;
3. A purpose related to regular classroom instruction;
4. Media coverage of the school; or
5. A purpose related to the promotion of student safety under Education Code 29.022.

Education Code 26.009 [See EHA, EHBAF, FM, and FO]

Student Clubs

A school district must require the written consent of the parent of a student enrolled in the district before the student may participate in a student club authorized or sponsored at the district. [See FNAB]
Education Code 33.0815

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Agreement Between Districts

The boards of two or more adjoining school districts or the boards of county school trustees of two or more adjoining counties may, by agreement and in accordance with Education Code 25.032-.034, arrange for the transfer and assignment of any student from the jurisdiction of one board to that of another. In the case of the transfer and assignment of a student under this provision, the participating governing boards shall also agree to the transfer of school funds or other payments proportionate to the transfer of attendance. *Education Code 25.035*

Initiated by Student or Parent

Any student, other than a high school graduate, who is under 21 years of age and eligible for enrollment on September 1, may transfer to another Texas district, provided that both the receiving district and the applicant's parent, guardian, or person having lawful control agree in writing to the transfer.

Discipline and Threat Assessment Records

In the case of a transfer under this provision, a child's district of residence shall provide the receiving district with the child's disciplinary record and any threat assessment involving the child's behavior conducted under Education Code 37.115 [see FFB].

Effective August 1, 2025, a district shall utilize Sentinel to securely transfer any threat assessment conducted on a student to a receiving district when a student transfers to a new district [see CKA]. All threat assessments for a student are subject to the transfer requirement. Any threat assessments conducted prior to August 1, 2025, that are associated with a student transfer shall be uploaded into Sentinel in a manner determined by the Texas Education Agency (TEA).

Education Code 25.036; 19 TAC 103.1213(e)(1)(B) [See FD for placement of transfer students.]

Transfer to a District Offering In-Person Instruction

If a district provides notice to the parent or person standing in parental relation to a student enrolled in the district of the district's intent to offer only virtual instruction for more than one grading period during a school year, the student may transfer for that school year to another district that offers in-person instruction during that school year and accepts the student's transfer.

"Virtual instruction" means instructional activities delivered to students primarily over the internet.

A student who transfers to another school district under this section may not be charged tuition. The student is included in the average daily attendance of the district in which the student attends school.

Education Code 25.045

Basis for Transfer

A board or its designee must make transfer decisions on an individual basis and may not consider as a factor in arriving at any decision regarding assignments any matter relating to the national origin of the student or the student's ancestral language. *Education Code 25.032* [See FDAA]

Transportation

A board may establish and operate an economical public school transportation system outside the district if students enrolled in the district reside outside the district and the district meets the requirements of Education Code 34.007(a)(3) [see CNA]. *Education Code 34.007(a)*

Funding for Transfers

Upon the filing and certification of any transfer, the state per capita apportionment shall transfer with the student. For purposes of computing state allotments to districts eligible under the Foundation School Program, the student's attendance prior to the date of transfer shall be counted by the sending district and the student's attendance after transfer shall be counted by the receiving district. *Education Code 25.037*

Credits and Records

Credits earned in local credit courses may be transferred at the enrolling district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

Tuition Fee for Transfer Students

A receiving district may charge a tuition fee to the extent that the district's actual expenditure per student in average daily attendance exceeds the sum of state available school fund apportionment benefits transferred under Education Code 25.037. However, unless a tuition fee is prescribed and set out in a transfer agreement prior to its execution by the parties, no increase in tuition charge shall be made for the year of that transfer that exceeds the tuition charge, if any, of the preceding school year. *Education Code 25.038*

Transfer by Servicemember Request

On request of a servicemember who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another school district under an agreement under Education Code 25.035 [see Agreement Between Districts, above].

"Servicemember" means an active duty member of the armed forces of the United States, a reserve component of the armed forces of the United States, or the Texas National Guard.

A transfer under this provision must be to the campus or district, as applicable, selected by the servicemember making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfer by Peace Officer Request

On request of a peace officer who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another district under an agreement under Education Code 25.035.

"Peace officer" has the meaning assigned by Occupations Code 1701.001.

A transfer under this provision must be to the campus or school district, as applicable, selected by the peace officer making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfers to Adjoining States

Note: The following provision applies to a district located on the border of an adjoining state.

Any student who would be entitled to attend the public school of any district situated on the border of Louisiana, Arkansas, Oklahoma, or New Mexico and who may find it more convenient to attend the public school in a district in one of those contiguous states, may have the state and county per capita apportionment of the available school funds paid to the school district of the contiguous state and may have additional tuition, if necessary, paid by the district of residence on such terms as may be agreed upon by the trustees of the receiving district and the trustees of the residence district. *Education Code 25.040*

Contracts for Education Outside Districts

Note: The following section applies only to districts that do not offer all grades, kindergarten-grade 12.

A district that does not offer each grade, kindergarten-grade 12, may provide by contract for students residing in the district who are at grade levels not offered by the district to be educated at those grade levels in one or more other districts. In each contract, the districts also shall agree to the transfer of school funds or other payments proportionate to the transfer of attendance.

Tuition

The district in which the students reside shall pay tuition to any district with which it has a contract under this section for each of its students attending school in that district at a grade level for which the district has contracted. The amount of the tuition paid may not exceed the greater of the amount provided for by Education Code 25.038 [see above], or an amount specified by commissioner rule [see below].

A district is not required to pay tuition to any district with which it has not contracted for the attendance by any of its students at a grade level for which it has contracted under this provision with another district.

A contract under this provision may not be for a period exceeding five years.

Education Code 25.039

Definitions

“Home district” means a district of residence of a transferring student.

“Receiving district” means a district to which a student is transferring for the purpose of obtaining an education.

“Tuition” means an amount charged to the home district by the receiving district to educate the transfer student.

Tuition Allotment of the Home District

For the purposes of calculating the tuition allotment of the home district as authorized by Education Code 48.154, the amount of tuition that may be attributed to a home district for a transfer student in payment for that student’s education may not exceed an amount per enrollee calculated for each receiving district. The calculated limit applies only to tuition paid to a receiving district for the education of a student at a grade level not offered in the home district. Tuition may be set at a rate higher than the calculated limit if both districts enter a written agreement, but the calculated tuition limit will be used in the calculation of the tuition allotment for the home district. The calculation will use the most currently available data in an ongoing school year to determine the limit that applies to the

subsequent school year. For purposes of this provision, the number of students enrolled in a district will be appropriately adjusted to account for students ineligible for the Foundation School Program funding and those eligible for half-day attendance.

Calculated Tuition Limit

The calculated tuition limit is the sum of the excess maintenance and operations (M&O) revenue per enrollee and the excess debt revenue per enrollee, as calculated in 19 Administrative Code 61.1012(b)(2)-(3).

Notification and Appeal Process

In the spring of each school year, the commissioner will provide each district with its calculated tuition limit and a worksheet with a description of the derivation process. A district may appeal to the commissioner if it can provide evidence that the use of projected student counts from the LPE in making the calculation is so inaccurate as to result in an inappropriately low authorized tuition charge and undue financial hardship. A district that used significant nontax sources to make any of its debt service payments during the base year for the computation may appeal to the commissioner to use projections of its tax collections for the year for which the tuition limit will apply. The commissioner's decision regarding an appeal is final.

19 TAC 61.1012

District Complaint or Referral

Against Student

If a student 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, a district shall within 10 school days of the student's 10th absence refer the student to a truancy court for truant conduct under Family Code 65.003(a). [See FEA]

Against Parent

The district may file a complaint against the student's parent in a county, justice, or municipal court for an offense of parent contributing to nonattendance under Education Code 25.093 if the district provides evidence of the parent's criminal negligence.

A court shall dismiss a complaint made by a district against a parent that does not comply with Education Code 25.0951; does not allege the elements required for the offense; is not timely filed, unless the district delayed the referral as provided below; or is otherwise substantively defective.

Delaying a Referral

A district may delay a referral of a student for truant conduct, or may choose to not refer a student for truant conduct, if the district:

1. Is applying truancy prevention measures to the student under Education Code 25.0915; and
2. Determines that the truancy prevention measures are succeeding and it is in the best interest of the student that a referral be delayed or not be made.

Education Code 25.0951

Referral Prohibited

A district may not refer a student to truancy court if the school determines that the student's truancy is the result of pregnancy, being in the state foster program, homelessness, severe or life-threatening illness or related treatment, or being the principal income earner for the student's family. [See Truancy Prevention Measures, below] *Education Code 25.0915(a-3)*

Filing Requirements

Each referral to truancy court for conduct described by Family Code 65.003(a) must:

1. Be accompanied by a statement from the student's school certifying that the school applied the truancy prevention measures to the student, and the measures failed to meaningfully address the student's school attendance; and
2. Specify whether the student is eligible for or receives special education services under Education Code Chapter 29, Subchapter A.

A truancy court shall dismiss a petition filed by a truant conduct prosecutor under Family Code 65.054, if the court determines that the district's referral:

1. Does not comply with the requirement above;
2. Does not satisfy the elements required for truant conduct;
3. Is not timely filed, unless the school district delayed the referral as provided above [see Delaying a Referral, above]; or
4. Is otherwise substantively defective.

Education Code 25.0915(b), (c)

Expunction of Records

An individual who was convicted of a truancy offense under former Education Code 25.094 or has had a complaint for a truancy offense dismissed is entitled to have the conviction or complaint and records relating to the conviction or complaint expunged.

Regardless of whether the individual has filed a petition for expunction, the court in which the individual was convicted or a complaint for a truancy offense was filed shall order the conviction, complaints, verdicts, sentences, and other documents relating to the offense, including any documents in the possession of a district or law enforcement agency, to be expunged from the individual's record. After entry of the order, the individual is released from all disabilities resulting from the conviction or complaint, and the conviction or complaint may not be shown or made known for any purpose.

Code of Criminal Procedure 45A.464

Attendance Officer

A board may select a school attendance officer. A school attendance officer also may be selected by two or more boards to serve their districts jointly. *Education Code 25.088*

In districts where no attendance officer has been selected, the superintendent and the peace officers in a district shall perform the duties of attendance officer, but no additional compensation shall be paid for the services. *Education Code 25.090* [See Peace Officers, below]

Powers and Duties

An attendance officer employed by a district who is not commissioned as a peace officer has the following powers and duties with respect to enforcement of compulsory school attendance requirements:

1. To investigate each case of a violation of the compulsory school attendance requirements referred to the attendance officer;
2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Educa-

tion Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:

a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); and

b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;

3. To monitor school attendance compliance by each student investigated by the officer;

4. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the commissioner, to provide a record to the individual or entity requesting the record;

5. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that the attendance officer may not enter a residence without permission of the parent or of the owner or tenant of the residence; and

6. At the request of a parent, to escort a student from any location to a school campus to ensure the student's compliance with compulsory school attendance requirements.

Education Code 25.091(b)

Peace Officers

A peace officer serving as an attendance officer has the following powers and duties concerning enforcement of compulsory school attendance requirements:

1. To investigate each case of a violation of compulsory school attendance requirements referred to the peace officer;

2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Education Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:

a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); or

b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;

3. To serve court-ordered legal process;

4. To review school attendance records for compliance by each student investigated by the officer;

5. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the Commissioner, to provide a record to the individual or entity requesting the record; and

6. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that a peace officer may not enter a residence without the permission of the parent of a student required to attend school or of the tenant or owner of the residence except to lawfully serve court-ordered legal process on the parent.

A peace officer who has probable cause to believe that a child is in violation of the compulsory attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child's compliance with compulsory attendance requirements.

Education Code 25.091(a), (b-1)

Truancy Prevention Measures

A district shall adopt truancy prevention measures designed to address student conduct related to truancy in the school setting before the student engages in conduct described by Family Code 65.003 and minimize the need for referrals to truancy court for conduct described by Family Code 65.003(a). *Education Code 25.0915(a)*

A district shall take one or more of the following actions as a truancy prevention measure:

1. Impose:

   a. A behavior improvement plan on the student that must be signed by an employee of the school, that the district has made a good faith effort to have signed by the student and the student's parent or guardian, and that includes:

      (1) A specific description of the behavior that is required or prohibited for the student;

      (2) The period for which the plan will be effective, not to exceed 45 school days after the date the contract becomes effective; or

(3) The penalties for additional absences, including additional disciplinary action or the referral of the student to a truancy court; or

b. School-based community service; or

2. Refer the student to counseling, mediation, mentoring, a teen court program, community-based services, or other in-school or out-of-school services aimed at addressing the student's truancy. A referral may include participation by the child's parent or guardian if necessary.

A school district shall offer additional counseling to a student and may not refer the student to truancy court if the school determines that the student's truancy is the result of:

1. Pregnancy;

2. Being in the state foster program;

3. Homelessness;

4. Severe or life-threatening illness or related treatment; or

5. Being the principal income earner for the student's family.

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described by Education Code 25.0951(a), the district shall initiate truancy prevention measures on the student.

Education Code 25.0915

Minimum Standards

The minimum standards for the truancy prevention measures implemented by a district under Education Code 25.0915 include:

1. Identifying the root cause of the student's unexcused absences and actions to address each cause;

2. Maintaining ongoing communication with students and parents on the actions to be taken to improve attendance;

3. Establishing reasonable timelines for completion of the truancy prevention measure; and

4. Establishing procedures to notify the admission, review, and dismissal committee or the Section 504 committee of attendance issues relating to a student with a disability and ensure that the committee considers whether the student's attendance issues warrant an evaluation, a reevaluation, and/or

modifications to the student's individualized education program or Section 504 plan, as appropriate.

19 TAC 129.1043

Best Practices

A district shall consider the following best practices for truancy prevention measures:

1. Develop an attendance policy that clearly outlines requirements related to truancy in accordance with Education Code, Chapter 25, Subchapter C, and communicate this information to parents at the beginning of the year.
2. Create a culture of attendance that includes training staff to talk with students and parents about the attendance policy and the root causes of unexcused absences.
3. Create incentives for perfect attendance and improved attendance.
4. Educate students and their families on the positive impact of school attendance on performance.
5. Provide opportunities for students and parents to address causes of absence and/or truancy with district staff and link families to relevant community programs and support.
6. Develop collaborative partnerships, including planning, referral, and cross-training opportunities, between appropriate school staff, attendance officers, program-related liaisons, and external partners, such as court representatives, community and faith-based organizations, state or locally funded community programs for truancy intervention or prevention, and law enforcement to assist students.
7. Determine root causes of unexcused absences and review campus- and district-level data on unexcused absences to identify systemic issues that affect attendance.
8. Use existing school programs such as Communities in Schools, 21st Century Community Learning Centers, restorative discipline, and positive behavior interventions and supports (PBIS) to provide students and their parents with services.
9. At the beginning of each school year, conduct a needs assessment and identify and list, or map, services and programs available within the district and the community that a school, a student, or a student's parent or guardian may access to address the student's barriers to attendance and make the infor-

mation available to staff, students, and parents. The information must include, but is not limited to:

a. Services for pregnant and parenting students;

b. Services for students experiencing homelessness;

c. Services for students in foster care;

d. Federal programs including, but not limited to, Title 1, Part A, of the Elementary and Secondary Education Act;

e. State programs including, but not limited to, state compensatory education programs;

f. Dropout prevention programs and programs for “at risk” youth;

g. Programs that occur outside of school time;

h. Counseling services;

i. Tutoring programs and services available at no or low cost;

j. Mental health services;

k. Alcohol and substance abuse prevention and treatment programs;

l. Mentoring programs and services;

m. Juvenile justice services and programs;

n. Child welfare services and programs;

o. Other state or locally funded programs for truancy prevention and intervention; and

p. Other supportive services that are locally available for students and families through faith-based organizations, local governments, and community-based organizations.

10. After identifying and listing, or mapping, services available in the district and community, school districts should target any new resources, programs, or services to gaps in services identified during the needs assessment.

11. School districts should ensure that personnel, including truancy prevention facilitators or juvenile case managers, attendance officers, McKinney-Vento (homeless) liaisons, foster care liaisons, Title IX coordinators, 504 coordinators, pregnancy and parenting coordinators, dropout prevention coordinators, special education staff, and other appropriate student

services personnel, meet to contribute to the needs assessment, discuss opportunities to work together, and identify strategies to coordinate both internally and externally to address students' attendance barriers.

In determining services offered to students identified in Education Code 25.091(a-3), a district shall consider:

1. Offering an optional flexible school day program and evening and online alternatives;
2. Working with businesses that employ students to help students coordinate job and school responsibilities; and
3. Offering before school, after school, and/or Saturday prevention or intervention programs or services that implement best and promising practices.

19 TAC 129.1045

Sanctions

An aggrieved party may file a written complaint with the Texas Education Agency (TEA) regarding an allegation that a district has failed to comply with Education Code 25.0915 or 19 Administrative Code Chapter 129, Subchapter BB related to truancy prevention measures. The commissioner of education may implement any sanction listed in Education Code 39A.002 against a district found to be out of compliance with Education Code 25.0915 or 19 Administrative Code Chapter 129, Subchapter BB, subject to the due process rights accorded to the district under Education Code Chapter 39, Subchapter A. *19 TAC 129.1047*

Truancy Prevention Facilitator or Juvenile Case Manager

A district shall employ a truancy prevention facilitator or juvenile case manager to implement the truancy prevention measures required by Education Code 25.0915 and any other effective truancy prevention measures as determined by the district or campus. At least annually, the truancy prevention facilitator shall meet to discuss effective truancy prevention measures with a case manager or other individual designated by a truancy court to provide services to students of the district in truancy cases.

Instead of employing a truancy prevention facilitator, a school district may designate an existing district employee or juvenile case manager to implement the truancy prevention measures and any other effective truancy prevention measures as determined by the district or campus.

Education Code 25.0915(d), (e)

On approval of the board, a district may employ or agree in accordance with Government Code Chapter 791, with any appropriate

governmental entity to jointly employ or to jointly contribute to the costs of another entity employing:

1. A case manager to provide services in cases involving juvenile offenders who are before a court consistent with the court's statutory powers or referred to a court by a school administrator or designee for misconduct that would otherwise be within the court's statutory powers prior to a case being filed, with the consent of the juvenile and the juvenile's parents or guardians; or

2. One or more juvenile case managers who shall assist the court in administering the court's juvenile docket and in supervising the court's orders in juvenile cases, and may provide prevention services to a child considered at risk of entering the juvenile justice system, and intervention services to juveniles engaged in misconduct before cases are filed, excluding traffic offenses.

A district that jointly employs a case manager in accordance with Government Code Chapter 791 employs a juvenile case manager for purposes of Code of Criminal Procedure Chapter 102 and Government Code Chapter 102.

Code of Criminal Procedure 45.056(a), (c)

Funding

A district may apply to the criminal justice division of the governor's office for reimbursements of the costs of employing a juvenile case manager. The district may pay the salary and benefits of a juvenile case manager and the costs of training, travel, office supplies, and other necessary expenses relating to the position of the juvenile case manager from the local truancy prevention and diversion fund established under Local Government Code 134.156. *Code of Criminal Procedure 45.056(b)*

Priority

A juvenile case manager employed jointly under Government Code Chapter 791 shall give priority to cases brought under Education Codes 25.093 (parent contributing to nonattendance). *Code of Criminal Procedure 45.056(e)*

Rules

The board of a district that employs a juvenile case manager shall adopt and implement reasonable rules for juvenile case managers that provide a code of ethics, and for the enforcement of the code of ethics; appropriate educational preservice and in-service training standards for juvenile case managers; and training in:

1. The role of the juvenile case manager;

2. Case planning and management;

3. Applicable procedural and substantive law;
4. Courtroom proceedings and presentation;
5. Services to at-risk youth under Family Code Chapter 264, Subchapter D;
6. Local programs and services for juveniles and methods by which juveniles may access those programs and services; and
7. Detecting and preventing abuse, exploitation, and neglect of juveniles.
8. The juvenile case manager shall timely report to the judge who signed the order or judgment and, on request, to the judge assigned to the case or the presiding judge any information or recommendations relevant to assisting the judge in making decisions that are in the best interest of the child.

Code of Criminal Procedure 45.056(f)-(i)

Parent Contributing Agreement

A parent against whom a complaint for parent contributing to nonattendance under Education Code 25.093 has been filed and the district at which the parent's child is enrolled may enter into a written agreement requiring the parent to complete counseling, training, or another program as designated by the district.

A parent who fulfills the terms of an agreement not later than the 30th day after the date on which the complaint was filed or within the period provided by the agreement is entitled to dismissal of the complaint in accordance with Code of Criminal Procedure article 45.0531(b). *Education Code 25.094*

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Consent to Medical Treatment

The school in which a minor student is enrolled may consent to medical, dental, psychological, and surgical treatment of that student, provided all of the following conditions are met:

1. The person having the power to consent as otherwise provided by law cannot be contacted.
2. Actual notice to the contrary has not been given by that person.
3. Written authorization to consent has been received from that person.

Family Code 32.001(a)(4)

Form of Consent

Consent to medical treatment under this policy shall be in writing, signed by the school official giving consent, and given to the doctor, hospital, or other medical facility that administers the treatment. The consent must contain:

1. The name of the student.
2. The name of one or both parents, if known, and the name of the managing conservator or guardian of the student, if either has been appointed.
3. The name of the person giving consent and the person's relation to the student.
4. A statement of the nature of the medical treatment to be given.
5. The date on which the treatment is to begin.

Family Code 32.002

Minor's Consent to Treatment

A minor may consent to medical, dental, psychological, and surgical treatment furnished by a licensed physician or dentist if the minor:

1. Is 16 years of age and residing separate and apart from the minor's parents, managing conservator, or guardian, with or without the consent of the parents, conservator, or guardian and regardless of the duration of the residence, and is managing his or her own financial affairs, regardless of the source of the income;
2. Consents to the diagnosis and treatment of any infectious, contagious, or communicable disease required to be reported to the Texas Department of State Health Services (DSHS), including all reportable diseases under Health and Safety Code 81.041;

3. Is unmarried and pregnant, and consents to hospital, medical, or surgical treatment, other than abortion, related to her pregnancy; or

4. Consents to examination and treatment for drug or chemical addiction, drug or chemical dependency, or any other condition directly related to drug or chemical use.

Family Code 32.003; Planned Parenthood of Cent. Mo. v. Danforth, 428 U.S. 52 (1976); Bellotti v. Baird, 443 U.S. 622 (1979)

Telehealth in Medicaid Covered Services

Telemedicine medical services and telehealth services authorized as Texas Medicaid covered services must meet the conditions specified in 1 Administrative Code 354.1432(5). *1 TAC 354.1432(5)*

Administering Medication

Immunity

Upon adoption of policies concerning the administration of medication to students by district employees, the district, its board, and its employees are immune from civil liability and administrative disciplinary action for damages or injuries resulting from the administration of medication to a student if:

1. The district has received a written request to administer the medication from the parent, legal guardian, or other person having legal control of the student; and

2. When administering prescription medication, the medication is administered either:

   a. From a container that appears to be the original container and to be properly labeled; or

   b. From a properly labeled unit dosage container filled by a registered nurse or another qualified district employee, as determined by district policy, from a container that appears to be the original container and to be properly labeled.

Nonprescription Medication

A policy adopted concerning the administration of medication to students by district employees may permit a district employee, including a nurse, to administer nonprescription medication to a student without further authorization or written protocol from the student's health-care provider if:

1. The district has received a written request to administer the medication from the parent, legal guardian, or other person having legal control of the student;

2. The medication is unexpired and administered from a container that appears to be the original container and properly labeled; and

3. The dose administered is consistent with the instructions on the container's label.

By Volunteer Professionals

If a district provides liability insurance for a licensed physician or registered nurse who provides volunteer services to the district, a board may allow the physician or nurse to administer to any student nonprescription medication or medication currently prescribed for the student by the student's health-care provider.

Education Code 22.052(a)-(b)

Rules Applicable to Nurses

The Texas Board of Nursing may not adopt or enforce a rule in conflict with Education Code 22.052. *Occupations Code 301.151*

[See DG regarding protection of nurses for refusal to perform acts.]

Self-Administration of Asthma or Anaphylaxis Medicine

A student with asthma or anaphylaxis may possess and self-administer prescription asthma or anaphylaxis medicine while on school property or at a school-related event or activity if:

1. The medicine has been prescribed for that student as indicated by the prescription label on the medicine;
2. The student has demonstrated to the student's physician or other licensed health-care provider and the school nurse, if available, the skill level necessary to self-administer the prescription medication, including the use of any device required to administer the medication;
3. The self-administration is done in compliance with the prescription or written instructions from the student's physician or other licensed health-care provider; and
4. A parent of the student provides to the school:
    a. Written authorization, signed by the parent, for the student to self-administer the prescription medicine while on school property or at a school-related event or activity; and
    b. A written statement, signed by the student's physician or other licensed health-care provider, that states:
        (1) That the student has asthma or anaphylaxis and is capable of self-administering the medicine;
        (2) The name and purpose of the medicine;
        (3) The prescribed dosage for the medicine;
        (4) The times at which or circumstances under which the medicine may be administered; and

(5) The period for which the medicine is prescribed.

The physician's statement must be kept on file in the school nurse's office, or, if there is no school nurse, in the office of the principal of the school the student attends.

[See FFAF for care of students with diagnosed food allergies at risk for anaphylaxis.]

No Waiver of Immunity

The provisions above neither waive any liability or immunity nor create any liability for or a cause of action against a district, a board, or its employees.

Education Code 38.015

Sunscreen Products

A student may possess and use a topical sunscreen product while on school property or at a school-related event or activity to avoid overexposure to the sun and not for the medical treatment of an injury or illness if the product is approved by the federal Food and Drug Administration for over-the-counter use. This provision does not waive any immunity from liability of a district, its board, or its employees; or create any liability for or a cause of action against a district, its board, or its employees. *Education Code 38.021*

Dietary Supplements

A district employee commits a Class C misdemeanor offense if the employee:

1. Knowingly sells, markets, or distributes a dietary supplement that contains performance enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's school district duties; or

2. Knowingly endorses or suggests the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by a primary or secondary education student with whom the employee has contact as part of the employee's school district duties.

Education Code 38.011(a), (c)

Prescription Medication and Special Education Students

An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or

school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

[See FFEB for information regarding psychotropic drugs and psychiatric evaluations]

Low-THC Cannabis

A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the cultivation, production, storage, dispensing, or possession of low-THC cannabis, as authorized by the Texas Compassionate-Use Act. *Health and Safety Code 487.201*

Concussions

Concussion Response Policy

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

Definition

For purposes of this policy, “concussion” means a complex pathophysiological process affecting the brain caused by a traumatic physical force or impact to the head or body, which may:

1. Include temporary or prolonged altered brain function resulting in physical, cognitive, or emotional symptoms or altered sleep patterns; and

2. Involve loss of consciousness.

Application

This section does not apply to a concussion believed to have been sustained by a student while participating in an interscholastic athletic activity. [See FM for requirements related to a concussion sustained during an interscholastic activity.]

Requirements

A district’s concussion response policy must provide for:

1. The immediate removal of a student from a school-sponsored or school-related activity if a school district employee or volunteer believes the student might have sustained a concussion;

2. Notice to the student's parent or guardian or another person with legal authority to make medical decisions for the student of the student's suspected concussion and removal; and

3. The student's return to a school-sponsored or school-related activity following the student’s removal for a suspected concussion only after the requirements under Education Code 38.157(a) have been satisfied. [See FM for the applicable requirements regarding return to play.]

Education Code 38.171-.173

Academic Accommodations

The Texas Education Agency (TEA) shall develop a list of nonmedical academic accommodations a school district may offer to a student diagnosed with a concussion or other brain injury.

TEA shall develop a form for use by school districts describing the accommodations a district may offer and make the form available on TEA's website for use by districts, district educators or administrators, students, and parents or guardians.

A school district that provides accommodations under Education Code 38.0051 must make the form described above available to:

1. A district employee as soon as practicable after receiving notice that a student enrolled in the district has been diagnosed with a concussion or other brain injury or a request from the employee; and

2. A student enrolled in the district or the student's parent or guardian as soon as practicable after receiving notice that the student has been diagnosed with a concussion or other brain injury or a request from the student or parent or guardian.

Education Code 38.0051 may not be construed to require a district to provide any accommodations under that section.

Education Code 38.0051

Dextromethorphan (Certain Cold Medication)

A district may not adopt or enforce an ordinance, order, rule, regulation, or policy that governs the sale, distribution, or possession of dextromethorphan. *Health and Safety Code 488.005*

Maintenance and Administration of Opioid Antagonists

Each district shall adopt and implement a policy regarding the maintenance, administration, and disposal of opioid antagonists at each campus in the district that serves students in grades 6 through 12 and may adopt and implement such a policy at each campus in the district, including campuses serving students in a grade level below grade 6.

The policy adopted must:

1. Provide that school personnel and school volunteers who are authorized and trained may administer an opioid antagonist to a person who is reasonably believed to be experiencing an opioid-related drug overdose;

2. Require that each school campus subject to a policy adopted under this provision have one or more school personnel members or school volunteers authorized and trained to administer an opioid antagonist present during regular school hours;

3. Establish the number of opioid antagonists that must be available at each campus at any given time; and

4. Require that the supply of opioid antagonists at each school campus subject to a policy adopted under this provision must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an opioid antagonist.

Education Code 38.222(a), (c); 25 TAC 40.84(b)-(c); 19 TAC 103.1103

Definitions

"Authorized health-care provider" means a physician, as defined in Education Code 38.201, or person who has been delegated prescriptive authority by a physician under Occupations Code Chapter 157.

"Campus" means a unit of a district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

"Opioid antagonist" as defined in Health and Safety Code 483.101, means any drug that binds to opioid receptors and blocks or otherwise inhibits the effects of opioids acting on those receptors.

"Opioid-related drug overdose" as defined in Health and Safety Code 483.101, means a condition, evidenced by symptoms of extreme physical illness, decreased level of consciousness, constriction of the pupils, respiratory depression, or coma, that a layperson would reasonably believe to be the result of the consumption or use of an opioid.

25 TAC 40.82(2)-(3), (5)-(6)

Maintenance

Once a district adopts an opioid antagonist medication policy, a campus implementing an opioid policy must stock opioid antagonist medication.

Prescription

A campus must obtain a prescription from a physician or a person who has been delegated prescriptive authority to stock, possess, and maintain the established number of doses of opioid antagonists as determined by a district, on each campus as described in Education Code 38.225 (Prescription of Opioid Antagonists).

The campus must renew this prescription or obtain a new prescription annually.

The number of additional doses may be determined by an individual campus review led by a physician or a person who has been delegated prescriptive authority.

25 TAC 40.85(a)-(b)

Standing Order

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe opioid antagonists in the name of a school district. *Education Code 38.225(a); 25 TAC 40.85(c)*

Storage of Medication

The unassigned opioid antagonist medication must be stored in a secure location and be easily accessible, in accordance with the manufacturer's guidelines and local policy of the district.

Disposal

Used, unassigned opioid antagonists are considered infectious waste and must be disposed of according to the school's bloodborne pathogen control policy.

Expired, unassigned opioid antagonists must be disposed of in accordance with the Federal Drug Administration's disposal of unused medications guidelines and local policy of the district.

25 TAC 40.85(d)-(f)

Reporting Requirement

The campus must submit the report no later than the 10th business day after the date a school personnel member or school volunteer administers an opioid antagonist in accordance with the unassigned opioid antagonist medication policy.

The report shall be submitted to the following individuals and entities:

1. The district;
2. The physician or other person who prescribed the opioid antagonist; and
3. The commissioner of DSHS.

Notifications to the commissioner of DSHS must be submitted on the designated electronic form available on DSHS School Health Program website found at dshs.texas.gov.

25 TAC 40.87(b)-(c)

The school shall report the following information:

1. The age of the person who received the administration of the opioid antagonist;

2. Whether the person who received the administration of the opioid antagonist was a student, a school personnel member or school volunteer, or a visitor;

3. The physical location where the opioid antagonist was administered;

4. The number of doses of opioid antagonist administered;

5. The title of the person who administered the opioid antagonist; and

6. Any other information required by the commissioner of education.

Education Code 38.223(b)

Records Retention

Records relating to implementing and administering the district unassigned opioid antagonist medication policy must be retained per the campus record retention schedule. *25 TAC 40.87(a)*

Training

A district that adopts an opioid antagonist policy is responsible for training school personnel and school volunteers in the administration of an opioid antagonist. *Education Code 38.224(a)*

Training must include information on:

1. Recognizing the signs and symptoms of an opioid-related drug overdose;

2. Responding to an opioid-related drug overdose and administering an opioid antagonist;

3. Implementing emergency procedures, after administering an opioid antagonist;

4. Understanding the medical purpose and misuse of opioids; and

5. Properly disposing of used or expired opioid antagonists.

Training must:

1. Be provided annually in a formal training session or through online education, including practicing the administration of an opioid antagonist with an opioid antagonist trainer device; and

2. Be provided in accordance with the policy adopted under Education Code 21.4515.

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers

who are trained and authorized to administer the unassigned opioid antagonist medication on the campus.

25 TAC 40.86(b)-(c)

Gifts, Grants, and Donations

A district may accept gifts, grants, donations, and federal and local funds to implement these provisions. *Education Code 38.226*

Immunity

A person who in good faith takes, or fails to take, any action under Education Code Chapter 38, Subchapter E-1 is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.227. *Education Code 38.227*

Maintenance and Administration of Epinephrine Delivery Systems

Note: The following provisions apply only to a district that adopts an unassigned epinephrine delivery system policy.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of epinephrine delivery systems at each campus in the district.

If a policy is adopted, the policy:

1. Must provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine delivery system to a person who is reasonably believed to be experiencing anaphylaxis on a school campus; and
2. May provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine delivery system to a person who is reasonably believed to be experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event.

A district that adopts a policy must require that each campus have one or more school personnel members or school volunteers authorized and trained to administer an epinephrine delivery system present during all hours the campus is open. The supply of epinephrine delivery systems at each campus must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an epinephrine delivery system.

Education Code 38.208

A district that chooses to adopt and implement a written unassigned epinephrine delivery system policy under Education Code Chapter 38, Subchapter E is not required to create an additional policy for care of certain students at risk for anaphylaxis under Ed-

ucation Code 38.0151 [see FFAF]. *Education Code 38.0151(f); 25 TAC 40.62(c)*

A district may develop, as part of the policy, provisions for additional doses to be stocked and utilized at off-campus school events, or in transit to or from school events. *Education Code 38.208(b); 25 TAC 40.65(a)(2)*

Definitions

Epinephrine Delivery System

“Epinephrine delivery system" means a medical delivery device approved by the United States Food and Drug Administration that delivers a dose of epinephrine intended for use to treat anaphylaxis, including:

1. An epinephrine auto-injector; and
2. An epinephrine nasal spray.

Education Code 38.201

All Hours the Campus Is Open

“All hours the campus is open” is defined as, at a minimum, during regular on-campus school hours, and when school personnel are physically on site for school-sponsored activities.

Campus

A “campus” is defined as a unit of a school district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

Unassigned Epinephrine Delivery System

An “unassigned epinephrine delivery system” is an epinephrine delivery system prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine delivery system, issued by a physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157.

25 TAC 40.63(1), (4), (11)

Prompt Notification

Local emergency medical services must be promptly notified by the school when an individual is suspected of experiencing anaphylaxis and when an epinephrine delivery system is administered. If the trained school personnel or school volunteer is the only individual available to notify emergency medical services, the trained individual should administer the unassigned epinephrine delivery system before notifying emergency medical services.

The parent, legal guardian, or emergency contact must be promptly notified by the school when an unassigned epinephrine

delivery system is utilized on their child as soon as is feasible during the emergency response to suspected anaphylaxis.

25 TAC 40.65(e)-(f)

Records

School records of the administration of the unassigned epinephrine delivery system and suspected anaphylaxis must be provided to the parent or guardian of the recipient upon request.

Records relating to implementation and administration of the school's unassigned epinephrine delivery system policy shall be retained per the record retention schedule for records of public school districts found in 13 Administrative Code 7.131 [see CPC].

25 TAC 40.65(f)-(g)

Reports

Not later than the 10th business day after the date a school personnel member or school volunteer administers an epinephrine delivery system in accordance with district policy, the school shall send a report to the school district; the physician who prescribed the epinephrine delivery system; and the commissioner of state health services.

The report must include the following information:

1. The age of the person who received the administration of the epinephrine delivery system;
2. Whether the person who received the administration of the epinephrine delivery system was a student, a school personnel member or school volunteer, or a visitor;
3. The physical location where the epinephrine delivery system was administered;
4. The number of doses of epinephrine delivery system administered;
5. The title of the person who administered the epinephrine delivery system; and
6. Any other information required by the commissioner of education.

Education Code 38.209

Notifications to the commissioner of DSHS shall be submitted on the designated electronic form available on the DSHS School Health Program website. *25 TAC 40.68(b)*

Assignment of Trained Individuals

At each campus in which a school adopts an unassigned epinephrine delivery system policy, the principal may assign school personnel or school volunteers to be trained to administer unassigned epinephrine delivery systems or seek school personnel or school volunteers who volunteer to be trained to administer unassigned epinephrine delivery systems.

In order to increase the number of trained individuals in the administration of unassigned epinephrine delivery systems, schools may distribute to school personnel or school volunteers in the district, at least once per school year, a notice that includes a description of the request seeking volunteers to be trained to administer an epinephrine delivery system to a person believed to be experiencing anaphylaxis and a description of the training that the school personnel or school volunteers will receive in the administration of epinephrine with a delivery system.

25 TAC 40.66(a)-(b)

Signed Statement

Trained school personnel or school volunteers who administer the unassigned epinephrine delivery system must submit a signed statement indicating that they agree to perform the service of administering an unassigned epinephrine delivery system to a student or individual that may be experiencing anaphylaxis. *25 TAC 40.66(c)*

Training

A district that adopts an unassigned epinephrine delivery system written policy is responsible for training school personnel and school volunteers in the administration of an unassigned delivery system.

Training must include information on:

1. Recognizing the signs and symptoms of anaphylaxis;
2. Administering an epinephrine delivery system;
3. Implementing emergency procedures, if necessary, after administering an epinephrine delivery system; and
4. Properly disposing of used or expired epinephrine delivery systems.

Training must be provided in accordance with the district professional development policy [see DMA].

Education Code 38.210(a), (b)

Each assigned school personnel or school volunteer shall receive initial training and an annual refresher training.

Training:

1. Shall be consistent with the most recent Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs published by the federal Centers for Disease Control and Prevention;
2. May be provided in a formal face-to-face training session or through an online education course;
3. Must include information on properly inspecting unassigned epinephrine delivery systems for usage and expiration; and
4. Must include information about promptly notifying local emergency medical services.

25 TAC 40.67(1)-(2), (5)

The initial training must include hands-on training with an epinephrine delivery system trainer. The annual refresher training must include a hands-on demonstration of administration skills.

Each school campus shall maintain training records and make available upon request a list of those school personnel or school volunteers trained and authorized to administer the unassigned epinephrine delivery system on the campus.

25 TAC 40.67(3)-(4), (6)

Standing Orders

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe epinephrine delivery systems in the name of a district in accordance with law. An order issued must contain the quantity and types of epinephrine delivery systems to be obtained and maintained under the order. *Education Code 38.211(a), (c)(3)*

A district shall obtain a prescription from an authorized health-care provider each year, to stock, possess, and maintain at least one unassigned adult epinephrine delivery system pack (two doses) on each school campus.

A school may choose to stock unassigned pediatric epinephrine auto-injector packs, based on the need of the school's population.

25 TAC 40.65(a)-(a)(1)

Epinephrine Coordinator

The superintendent will designate appropriate school personnel to coordinate and manage policy implementation, including training of school personnel, and the acquisition or purchase, usage, expiration, and disposal of unassigned epinephrine delivery systems. Throughout the school calendar year, the designated school personnel must coordinate with each campus to ensure that the unassigned epinephrine delivery systems are checked monthly for expi-

	ration and usage and the findings are documented. *25 TAC 40.65(b)*
Notice to Parents	If a district implements a policy for the maintenance, administration, and disposal of epinephrine delivery systems, the district shall provide written notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. *Education Code 38.212* A district shall provide electronic or written notice to the parent or guardian of each student. If a district changes or discontinues the policy under this subchapter, written or electronic notice detailing the change or discontinuation must be provided to the parent or guardian of each student within 15 calendar days. *25 TAC 40.69*
Storage	Unassigned epinephrine delivery systems shall be stored in a secure, easily accessible area for an emergency, in accordance with manufacturer's guidelines. It is recommended that the school administrator develop a map to be placed in high traffic areas that indicates the location of the unassigned epinephrine delivery systems on each school campus. It is recommended that the map also indicates the locations of the automated external defibrillator (AED). *25 TAC 40.65(h)*
Replacement	The district shall develop a plan to replace, as soon as reasonably possible, any unassigned epinephrine delivery system that is used or close to expiration. *25 TAC 40.65(i)*
Disposal	Used unassigned epinephrine auto-injectors shall be considered infectious waste and shall be disposed of according to the school's bloodborne pathogen control policy. Expired unassigned epinephrine delivery systems shall be disposed of according to the school's medication disposal policy. *25 TAC 40.65(j)-(k)* [See DBB]
Gifts, Grants, and Donations	A district may accept gifts, grants, donations, and federal and local funds to implement its policy. *Education Code 38.213*

Maintenance and Administration of Medication for Respiratory Distress

Note: The following provisions apply only to a district that adopts a policy on medication for respiratory distress.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of unassigned medication for respiratory distress at each campus in the district. *Education Code 38.208(a-1); 25 TAC 40.44(a)*

If a policy is adopted, the policy must provide that school personnel and school volunteers who are authorized and trained may administer medication for respiratory distress to a person reasonably believed to be experiencing respiratory distress on a school campus, or at a school-sponsored or school-related activity on or off school property. *Education Code 38.208(b-1); 25 TAC 40.44(a)(1)(C)*

In developing the policy, a district may consider performing a review to include:

1. Consultation with school nurses, the local school health advisory committee, local health-care providers, or any department or organization involved with student well-being;
2. Campus geography; and
3. Student population size.

25 TAC 40.44(b)

An adopted unassigned medication for respiratory distress policy must be publicly available. *25 TAC 40.44(d)*

Definitions

“School personnel” means an employee of a district. The term includes a member of the board.

“School volunteer” means a person providing services for or on behalf of a district, on the premises of the district or at a school-sponsored or school-related activity on or off school property, who does not receive compensation in excess of reimbursement for expenses.

“Unassigned medication for respiratory distress” means albuterol, levalbuterol, or another medication based on the best available medical evidence for the treatment of respiratory distress that is:

1. Delivered by metered-dose inhaler (MDI) with a spacer (valved holding chamber) or by a nebulizer as a rescue medication;
2. Prescribed by an authorized health-care provider in the name of the district;

3. Issued with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress; and

4. Issued by an authorized health-care provider.

Education Code 38.201(3-a), (6), 22.053(b); 25 TAC 40.42(8), (10), (12)

Each Campus During Regular School Hours

Each district that adopts a policy must require that each campus have one or more school personnel or school volunteers authorized and trained to administer unassigned medication for respiratory distress present during regular school hours, which means at least 30 minutes before the first bell to 30 minutes after the last bell of the school day. *Education Code 38.208(d-1); 25 TAC 40.42(5), 40.44(a)(1)(C)*

A “campus” is defined as a geographic unit of a district that:

1. Has an assigned administrator;

2. Has enrolled students who are counted for average daily attendance;

3. Has assigned instructional staff;

4. Provides instructional services to students;

5. Has one or more grades in the range from early childhood education through grade 12 or is ungraded; and

6. Is subject to Texas laws.

25 TAC 40.42(2)

Medication Inventory

Subject to the availability of funding, a district that adopts a policy must allow for treatment of multiple students and secure or obtain at least:

1. One MDI with appropriate spacers (valved holding chambers) to accommodate the developmental needs of the student population; or

2. At least five vials of nebulizer solution with appropriate nebulizer-required equipment to accommodate the developmental needs of the student population.

25 TAC 40.44(a)(2)

In addition to the minimum number of doses described above, the number of additional doses may be determined by an individual campus review led by an authorized health-care provider. *25 TAC 40.45(b)(2)*

Designated Campus Administrator

A district that adopts a policy must include in the policy the designated campus administrator to coordinate and manage policy implementation for each campus, which includes:

1. Conducting a review at the campus to determine the need for additional doses;
2. Training school personnel and school volunteers;
3. Acquiring or purchasing, maintaining, storing, and using unassigned medication for respiratory distress, subject to available campus funding; and
4. Disposing of expired unassigned medication for respiratory distress.

25 TAC 40.44(c)(1)

Notification Procedures

Each district that adopts a policy must include in the policy the procedures for notifying a parent, prescribing authorized health-care provider, and the student's primary health-care provider when unassigned medication for respiratory distress is administered. *25 TAC 40.44(c)(4)*

Referral Required

If unassigned medication for respiratory distress is administered to a student whose parent or guardian has not provided notification to the school that the student has been diagnosed with asthma, the school must refer the student to the student’s primary care provider on the day the medication for respiratory distress is administered and inform the student’s parent or guardian regarding the referral. The referral must include:

1. The symptoms of respiratory distress observed;
2. The name and dosage of the unassigned medication for respiratory distress administered to the student;
3. Any patient care instructions given to the student; and
4. Information about the purpose and use of an asthma action plan and medical authorization for schools, including a blank copy of the plan and authorization the provider completes and returns to the school.

If a student who has received medication for respiratory distress does not have a primary care provider or the parent or guardian of the student has not engaged a primary care provider for the student, the student’s parent or guardian must receive information to assist the parent or guardian in selecting a primary care provider for the student.

Education Code 38.208(b-2)-(b-3); 25 TAC 40.44(c)(6)-(7)

Storage

The supply of medication for respiratory distress at each campus must be stored in accordance with the manufacturer's guidelines and local policy of the district in a secure location and be easily accessible to authorized school personnel and school volunteers. *Education Code 38.208(e-1); 25 TAC 40.45(d)*

The location of the unassigned medication for respiratory distress must be specified in the policy. *25 TAC 40.44(c)(3)*

Disposal

The policy must include a plan to check inventory of unassigned medication for respiratory distress for expiration at least twice during the school year, to replace, as soon as reasonably possible, and to document the findings. *25 TAC 40.44(c)(5)*

Expired unassigned medication for respiratory distress and other used or expired supplies must be disposed of in accordance with the manufacturer's guidelines and local policy of the district. *25 TAC 40.45(e)*

Records Retention

Records relating to implementing and administering the district’s unassigned medication for respiratory distress policy must be retained per the campus record retention schedule. *25 TAC 40.47(a)*

Training

Each district that adopts a policy for the administration of medication for respiratory distress is responsible for training school personnel and school volunteers in the administration of medication for respiratory distress. Each authorized school personnel or school volunteer must receive initial training and an annual refresher training. The training must:

1. Include information on recognizing the signs and symptoms of respiratory distress;
2. Include information on administering medication for respiratory distress;
3. Include information on implementing emergency procedures, if necessary, after administering medication for respiratory distress;
4. Include information on proper sanitization, reuse, and disposal of medication for respiratory distress;
5. Cover the authorized health-care provider's standing order;
6. Include processes to follow-up with the prescribing authorized health-care provider and the student's primary health-care provider;
7. Provide information on the report required after administering unassigned medication [see below];

8. Include information on the district's adopted unassigned medication for respiratory distress policy;

9. Incorporate hands-on training with unassigned medication for respiratory distress; and

10. Inform school personnel or school volunteers of the purpose and use of asthma action plans.

Education Code 38.210(a-1); 25 TAC 40.46(a)

Training must be provided in a formal training session or through online education and must be provided in accordance with the district professional development policy [see DMA]. *Education Code 38.210(b)*

The policy must include a list of trained and authorized school personnel and school volunteers available to administer unassigned medication for respiratory distress. *25 TAC 40.44(c)(2)*

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers trained and authorized to administer unassigned medication for respiratory distress at the campus or at a school-sponsored event. *25 TAC 40.46(b)*

Reporting Requirement

Not later than the 10th business day after the date a school personnel member or school volunteer administers medication for respiratory distress to a person experiencing respiratory distress, the school shall report the following information to the district, the physician or other person who prescribed the medication for respiratory distress, and the commissioner of state health services:

1. The age of the person who received the administration of the medication for respiratory distress;

2. Whether the person who received the administration of the medication for respiratory distress was a student, a school personnel member or school volunteer, or a visitor;

3. The dosage of the medication for respiratory distress administered;

4. The title of the person who administered the medication for respiratory distress; and

5. Any other information required by the commissioner.

Notifications to the commissioner of state health services must be submitted on the designated electronic form available on the DSHS School Health Program website found at dshs.texas.gov.

Education Code 38.2091; 25 TAC 40.47

No Negative Fiscal Impact

The policy may not require a district to purchase prescription medication for respiratory distress or require any other expenditure related to the maintenance or administration of medication for respiratory distress that would result in a negative fiscal impact on the district or school. *Education Code 38.208(f)*

Standing Order

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe medication for respiratory distress in the name of a school district. *Education Code 38.211(a)*

Each district campus in a district that adopts a policy for the administration of medication for respiratory distress must obtain a prescription from an authorized health-care provider to stock, possess, and maintain unassigned medication for respiratory distress at each campus and any equipment necessary to administer the medication. The campus must renew this prescription or obtain a new prescription annually. *25 TAC 40.45(b)*

Notice to Parents

If a district implements a policy for the maintenance, administration, and disposal of medication for respiratory distress, the district shall provide written or electronic notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. *Education Code 38.212; 25 TAC 40.48(a)*

If a district changes or discontinues the unassigned medication for respiratory distress policy, the campus must provide written or electronic notice detailing the change or discontinuation of the policy to a parent or guardian of each student within 15 calendar days after the change or discontinuation. *25 TAC 40.48(b)*

Vendor Contracts

The board may contract with a vendor to provide medication for respiratory distress and related equipment to the district and training to school personnel and school volunteers authorized to administer medication for respiratory distress under Education Code Chapter 38, Subchapter E. *Education Code 38.2115*

Refusal to Administer

A school personnel member or school volunteer may not be subject to any penalty or disciplinary action for refusing to administer or receive training to administer epinephrine delivery systems or medication for respiratory distress, as applicable, in accordance with a policy for the maintenance and administration of epinephrine

delivery systems or a policy for medication for respiratory distress. *Education Code 38.208(d-2)*

Immunity from Liability

A person who in good faith takes, or fails to take, any action related to Education Code Chapter 38, Subchapter E, related to the maintenance and administration of epinephrine delivery systems and medication for respiratory distress, is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.215 and 25 Administrative Code 40.49. *Education Code 38.215; 25 TAC 40.71*

Note: For information about mental health curriculum and SHAC responsibilities, see EHAA. For information about threat assessments, see FFB. For personnel information about mental health professionals, see DP.

Mental Health Condition

"Mental health condition" means a persistent or recurrent pattern of thoughts, feelings, or behaviors that:

1. Constitutes a mental illness, disease, or disorder, other than or in addition to epilepsy, substance abuse, or an intellectual disability; or
2. Impairs a person's social, emotional, or educational functioning and increases the risk of developing such a condition.

Education Code 5.001(5-a)

Student Programs

The Texas Education Agency (TEA), in coordination with the Health and Human Services Commission and regional education service centers (ESCs), shall provide and annually update a list of recommended best practice-based programs and research-based practices in the areas specified below for implementation in public elementary, junior high, middle, and high schools within the general education setting. Each district may select from the list a program or programs appropriate for implementation in the district.

Subject Areas

The list must include programs and practices in the following areas:

1. Early mental health prevention and intervention;
2. Building skills related to managing emotions, establishing and maintaining positive relationships, and responsible decision-making;
3. Substance abuse prevention and intervention;
4. Suicide prevention, intervention, and postvention;
5. Grief-informed and trauma-informed practices;
6. Positive school climates;
7. Positive behavior interventions and supports;
8. Positive youth development; and
9. Safe, supportive, and positive school climate.

"School climate" means the quality and character of school life, including interpersonal relationships, teaching and learning prac-

tices, and organizational structures, as experienced by students enrolled in the district, parents of those students, and personnel employed by the district.

[For information on employee training, see DMA.]

Practices and Procedures

A district shall develop practices and procedures concerning each area listed above, including mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention, that:

1. Include a procedure for providing educational material to all parents and families in the district that contains information on identifying risk factors, accessing resources for treatment or support provided on and off campus, and accessing available student accommodations provided on campus;

2. Include a procedure for providing notice of a recommendation for early mental health or substance abuse intervention regarding a student to a parent or guardian of the student within a reasonable amount of time after the identification of early warning signs, which may include declining academic performance, depression, anxiety, isolation, unexplained changes in sleep or eating habits, and destructive behavior toward self and others;

3. Include a procedure for providing notice of a student identified as at risk of attempting suicide to a parent or guardian of the student within a reasonable amount of time after the identification of early warning signs;

4. Establish that the district may develop a reporting mechanism and may designate at least one person to act as a liaison officer in the district for the purposes of identifying students in need of early mental health or substance abuse intervention or suicide prevention;

5. Set out available counseling alternatives for a parent or guardian to consider when his or her child is identified as possibly being in need of early mental health or substance abuse intervention or suicide prevention; and

6. Include procedures:

    a. To support the return of a student to school following hospitalization or residential treatment for a mental health condition or substance abuse; and

    b. For suicide prevention, intervention, and postvention.

The practices and procedures may address multiple subject areas [see Subject Areas, above]. The practices and procedures must prohibit the use without the prior consent of a student's parent or guardian of a medical screening of the student as part of the process of identifying whether the student is possibly in need of early mental health or substance abuse intervention or suicide prevention.

The practices and procedures developed must be included in the annual student handbook and the district improvement plan under Education Code 11.252. [See BQ]

Nothing in these provisions is intended to interfere with the rights of parents or guardians and the decision-making regarding the best interest of the child. Practices and procedures developed in accordance with these provisions are intended to notify a parent or guardian of a need for mental health or substance abuse intervention so that a parent or guardian may take appropriate action. These provisions do not give districts the authority to prescribe medications. Any and all medical decisions are to be made by a parent or guardian of a student.

"Postvention" includes activities that promote healing necessary to reduce the risk of suicide by a person affected by the suicide of another.

Education Code 38.351(a)–(f), (i)–(o)

Immunity

The above requirements do not waive any immunity from liability of a district or of district officers or employees, create any liability for a cause of action against a district or against district officers or employees, or waive any immunity from liability under Civil Practice and Remedies Code 74.151. *Education Code 38.352*

Student Identification Cards

Each student identification card issued by a public school to a student in grade six or higher must have printed on the card the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line. The student identification card may have printed on the card the contact information for a local suicide prevention hotline, if available. *Education Code 38.353*

Consent to Examinations, Tests, or Treatment

A district employee or contractor must obtain the written consent of a child's parent in the manner required by Education Code 26.009(a-2) before the employee or contractor may conduct a psychological or psychiatric examination, test, or treatment, unless the examination, test, or treatment is required by:

1. TEA's policy concerning child abuse investigations and reports under Education Code 38.004; or

2. State or federal law regarding requirements for special education.

Education Code 26.009(a)(1)

[For more information regarding required parental consent for a psychological or psychiatric examination, test, or treatment, see FFA. For more information about consent to medical treatment, including psychological treatment under certain circumstances, see FFAC. For information about consent to counseling, see FFEA.]

Professional's Authority

A licensed or certified physician, psychologist, counselor, or social worker having reasonable grounds to believe that a child has been sexually, physically, or emotionally abused; is contemplating suicide; or is involved in chemical or drug addiction or dependency may:

1. Counsel the child without the consent of the child's parents, managing conservator, or guardian;
2. With or without the consent of a child who is a client, advise the parents, managing conservator, or guardian of the treatment given to or needed by the child;
3. Rely on the written statement of the child containing the grounds on which the child has capacity to consent to his or her own treatment as provided above.

Exception: Court Order

The physician, psychologist, counselor, or social worker may not counsel a child if consent is prohibited by a court order, unless consent is obtained as otherwise allowed by law.

Family Code 32.004(b), (c)

[See DPB for more information about school psychologist and school counselor responsibilities.]

Consent to School Psychologist

Informed consent for a school psychologist must be obtained in accordance with the Individuals with Disabilities Education Improvement Act (IDEIA) and the U.S. Department of Education's rules governing parental consent when delivering school psychological services in the public schools, and is considered to meet the requirements for informed consent under the Texas State Board of Examiners of Psychologists (TSBEP) rules. No additional informed consent, specific to any Texas Behavioral Health Executive Council (TBHEC) rules, is necessary in this context. Licensees providing psychological services under 22 Administrative Code 465.38(e)(2), however, must obtain informed consent as otherwise required by the TBHEC rules. *22 TAC 465.38(g)*

Professional Immunity

A psychologist, counselor, or social worker licensed or certified by the state is not liable for damages except those damages that may result from his or her negligence or willful misconduct. *Family Code 32.004(d)*

Outside Counselors

Neither a district nor an employee of a district may refer a student to an outside counselor for care or treatment of a chemical dependency or an emotional or psychological condition unless the district does all of the following:

1. Obtains prior written consent for the referral from the student's parent, managing conservator, or guardian.
2. Discloses to the student's parent, managing conservator, or guardian any relationship between the district and the outside counselor.
3. Informs the student and the student's parent, managing conservator, or guardian of any alternative public or private source of care or treatment reasonably available in the area.
4. Requires the approval of appropriate district personnel before a student may be referred for care or treatment or before a referral is suggested as being warranted.
5. Specifically prohibits any disclosure of a student record that violates state or federal law.

Education Code 38.010

[See FFEA for information on the comprehensive guidance program. See FFB for mental health-care services provided by the threat assessment and safe and supportive school team.]

Psychotropics and Psychiatric Evaluations

A district employee may not:

1. Recommend that a student use a psychotropic drug; or
2. Suggest any particular diagnosis; or
3. Use the refusal by a parent to consent to administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of a student as grounds, by itself, for prohibiting the child from attending a class or participating in a school-related activity.

Psychotropic drug means a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and intended to have an altering effect on perception, emotion, or behavior.

Education Code 38.016(b) does not:

1. Prevent an appropriate referral under the Child Find system required under 20 U.S.C. Section 1412, as amended; or

2. Prohibit a school district employee, or an employee of an entity with which the district contracts, who is a registered nurse, advanced nurse practitioner, physician, or nonphysician mental health professional licensed or certified to practice in this state from recommending that a child be evaluated by a physician or nonphysician mental health professional; or

3. Prohibit a school employee from discussing any aspect of a child's behavior or academic progress with the child's parent or another school district employee.

A board shall adopt a policy to ensure implementation and enforcement of Education Code 38.016. [See FFAC]

A violation of Education Code 38.016(b) does not override the immunity from personal liability granted in Education Code 22.0511 or other law or a district's sovereign or governmental immunity.

Nonphysician mental health professional has the meaning assigned by Education Code 38.0101 [see DP].

Education Code 38.016

[For information regarding administration of medication, see FFAC.]

Child Abuse Reporting

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 FFG]

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

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

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

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

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

Notice of Suspected Criminal Offense

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

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

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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.

A district may include a licensed chiropractor or physical therapist as a member of the district concussion oversight team, provided that the person meets the training requirements.

Education Code 38.154

Training Requirements

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(c), .158(f)*

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. *Education Code 38.158(g)*

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 or physical therapist; 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

[For information regarding concussions sustained in an activity other than an interscholastic athletic activity or for academic accommodations available to students with a concussion, see FFAC.]

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 appropriately licensed in Texas and authorized to administer and interpret electrocardiograms under the health-care professional's scope of practice, as establish 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

Safety of Official

A district that holds an extracurricular athletic activity or a UIL athletic competition on district property shall provide a peace officer, a school resource officer, an administrator, or security personnel to ensure the safety of a referee, judge, or other official of the activity or competition until the official departs district property if:

1. A participant or spectator of the activity or competition engages in, attempts to engage in, or threatens violent conduct against the official or otherwise disrupts the duties or free movement of the official; or
2. The district reasonably suspects that an incident described above may occur at the activity or competition.

Education Code 33.099

[For information regarding the suspension of an individual who causes bodily injury to an official, see Suspension for Certain Conduct Involving Extracurricular Officials and Spectator Suspension, below.]

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

Water Activities

Definitions

“Body of water” means an artificial or natural body of water, including a swimming pool, lake, or river, typically used for recreational swimming, bathing, or play. The term does not include a wading pool.

“Child” means an individual younger than 12 years of age.

“Organized water activity” means an activity an organization conducts in which a participant will enter or travel on a body of water as part of the activity.

“Wading pool” means a pool, including a pool that contains a public interactive water feature and fountain as defined by department rule, with a maximum water depth of not more than 18 inches.

Parent Affirmation

An organization, including a school, that authorizes a child to engage in an organized water activity shall require the child’s parent or legal guardian to affirm in writing whether the child is able to swim or is at risk of injury or death when swimming or otherwise accessing a body of water.

Flotation Device Required	The organization shall provide to each child who is unable to swim or is at risk of injury or death when swimming or otherwise entering a body of water a properly fitted and fastened Type I, II, or III United States Coast Guard approved personal flotation device or a device the executive commissioner of Texas Health and Human Services determines is equivalent. The organization shall ensure the child is wearing the personal flotation device and the device is properly fitted and fastened for the child. The organization is not required to provide a child with a flotation device or ensure the child is wearing the device if the child is actively participating in swim instruction or a competition and the organization ensures each child participating in the instruction or a competition is closely supervised during the instruction or competition.
Failure to Comply	An organization that violates this provision or rules adopted under this provision is subject to disciplinary action. *Health and Safety Code 341.0646(a)-(e)*
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 10 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.

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 two activities 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 nontraditional), 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 33.0833(c)-(d)

Participation by Homeschooled Students

Except as provided below, a public school that participates in an activity sponsored by UIL shall 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.

Not later than the date specified under UIL rule, the board may adopt a policy declining to grant non-enrolled students the opportunity to participate in UIL activities.

"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].

[For requirements specific to participation in Junior Reserve Officers' Training Corps by homeschooled students, see EEL.]

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

Except as provided below, 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].

If the school that a non-enrolled student would be eligible to attend is subject to a policy declining to grant non-enrolled students the opportunity to participate in UIL activities, the student may participate in a UIL activity for the closest school, based on geographic proximity to the student's residential address, that is not subject to such a policy.

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.

UIL Classification

When assigning league classification to a public school based on student enrollment, the UIL must use the same student enrollment calculation formula for a school that allows a non-enrolled student to participate in a league activity as the formula used to determine the student enrollment of a school that does not allow a nonenrolled student to participate in the league activity.

Education Code 33.0832

UIL Allotment

For each nonenrolled student who participates in a UIL activity for a school in a district that allows participation of nonenrolled students, the district is entitled to an annual allotment of $1,500 per UIL activity in which the nonenrolled student participates. *Education Code 48.305*

Definitions

“Activity season” means the period established by a school or the UIL in which practices, rehearsals, and interschool competitions or contests take place.

“Nonenrolled student” means a student who predominantly receives instruction in a general elementary or secondary education program that is provided by the parent, or a person standing in parental authority, in or through the child’s home. This may include a student who is designated as enrolled, not in membership.

“Participation” means the active involvement of a student in a minimum of 75 percent of a combined total of practices, rehearsals, or preparation activities and associated competitions and contests, including selection as an alternate, for a specific UIL activity.

"University Interscholastic League or UIL activity" means any official UIL activity identified in the UIL Constitution and Contest Rules, not including pilot activities.

UIL activities shall:

1. Be overseen by a school district-approved coach or sponsor;
2. Provide for a minimum of four weeks of coach- or sponsor-led practice, rehearsal, or preparation specific to the activity within the designated activity season; and
3. Provide opportunities for students to take part in formal, interschool competitions or contests in the associated activity during the designated activity season.

A district may still receive the allotment if a student began the activity season without injury or illness and later experienced an injury or prolonged illness that prevented participation.

For audit purposes, a district shall maintain documentation to support the requirements of this provision.

A district will be provided with estimated funding during a school year for nonenrolled students in accordance with 19 Administrative Code 105.1031(g).

19 TAC 105.1031

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)

Spectator Suspension

A district shall prohibit a spectator of an extracurricular athletic activity or competition, including a parent or guardian of a student participant, from attending any future extracurricular athletic activity or competition sponsored or sanctioned by the district or the UIL if the spectator engages in conduct that intentionally, knowingly, or recklessly causes bodily injury to a person serving as referee, judge, or other official of an extracurricular athletic activity or competition 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 athletic activity or competition.

A district may establish an appeals process by which a person may appeal the prohibition to the district and the district may determine the facts associated with the conduct for which the district imposed the prohibition.

A prohibition imposed under this provision must be for not less than one year after the date on which the prohibition is imposed

but may not exceed five years from the date on which the prohibition is imposed.

Education Code 33.081(f-1)-(f-3)

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)(1)*

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)*

Videotaping and Recording

A district employee or contractor is not required to obtain the consent of a child's parent before the employee or contractor 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

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

United States Constitution

A district shall take no action abridging the freedom of speech or the right of the people to petition the board for redress of grievances. *U.S. Const. Amend. I, XIV* [See FNA]

A board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when a board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia, 515 U.S. 819, 828 (1995); City of Madison v. Wis. Emp. Rel. Comm'n, 429 U.S. 167, 174 (1976); Pickering v. Bd. of Educ., 391 U.S. 563, 568 (1968)*

Texas Constitution

Citizens shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

There is no requirement that a board negotiate or even respond to complaints. However, a board must stop, look, and listen and must consider the petition, address, or remonstrance. *Prof'l Ass'n of College Educators v. El Paso County Cmty. [College] Dist., 678 S.W.2d 94 (Tex. App.—El Paso 1984, writ ref'd n.r.e.)*

Federal Laws

Section 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *34 C.F.R. 104.7(b)*

Americans with Disabilities Act

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 C.F.R. 35.107*

Title IX

A district that receives federal financial assistance, directly or indirectly, must adopt and publish grievance procedures providing for prompt and equitable resolution of student complaints alleging any action prohibited by Title IX of the Education Amendments of 1972. *34 C.F.R. 106.8(c)* [See FB and FFH]

Grievances

A board shall provide for procedures to consider complaints that a parent's right has been denied. *Education Code 26.001(d)(1)*

A board shall adopt a grievance procedure that complies with Education Code Chapter 26A under which the board shall address each grievance that it receives concerning a violation of a right guaranteed by Education Code Chapter 26 (Parental Rights), of a board policy, or of a provision of Education Code Title II.

Exceptions

The board is not required by the provision above or Education Code 11.1511(b)(13) (requiring adoption of a process to hear complaints) to address a grievance concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, of a board policy, or of a provision of Education Code Title II. This provision does not affect a claim brought by a parent under the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.) or a successor federal statute addressing special education services for a child with a disability.

Notice to Teacher or Employee

The grievance procedure must require that, for a complaint filed against a teacher or other employee, the school district provide notice of the complaint to the teacher or employee against whom the complaint was filed and sufficient opportunity for the teacher or employee against whom the complaint was filed to submit a written response to the complaint to be included in the record.

Education Code 26.011

Grievance Policy

The board shall adopt a grievance policy to address grievances received by the district. *Education Code 26A.001(a)*

Levels of Review

The policy must provide for the following levels of review, except as provided below:

1. Review by the principal of the district campus at which the grievance is filed or the principal's designee or, for a grievance that arises from subject matter unrelated to a campus, an administrator at the school district's central office;
2. If established by the policy, an appeal to an administrator at the school district's central office;
3. An appeal to the superintendent of the school district or the superintendent's designee; and
4. An appeal to the board of trustees of the school district.

A review or appeal on a grievance must be conducted by a person with the authority to address the grievance unless a preliminary hearing is necessary to develop a record or a recommendation for the board of trustees of the school district.

[For requirements for determining level of review related to recusal of a district employee or board member, see General Requirements, below.]

Education Code 26A.001(b), (c)

General Requirements

The policy must:

1. Prohibit the board or a district employee from retaliating against a student or parent of a student who files a grievance in accordance with the policy;
2. Require a person involved in reviewing a grievance under the policy to recuse himself or herself from reviewing the grievance if the person is the subject of the grievance;
3. Provide for a higher level of review if the person who would otherwise review the grievance is required to recuse himself or herself;
4. Provide for the creation and retention of a record of each hearing on the grievance, including documents submitted by the person who filed the grievance or determined relevant by school district personnel and a written record of the decision, including an explanation of the basis for the decision and an indication of each document that supports the decision;
5. Allow the person who filed the grievance to supplement the record with additional documents or add additional claims;
6. Allow for a member of the board to file a grievance with the district, but prohibit the member from voting on matters related to that grievance;
7. Allow for a remand to a lower level of review to develop a record at any time, including at the board level of review;
8. Require the district to direct a grievance that is filed with the incorrect administrator to the appropriate administrator and consider the grievance filed on the date on which the grievance was initially filed;
9. Require the district to issue a decision on the merits of the concern raised in the grievance, notwithstanding procedural errors or the type of relief requested;
10. Unless otherwise required by law, allow for a hearing or meeting at which the grievance will be discussed to be open or closed at the request of the person who filed the grievance; and

11. For a grievance before the board, require that the person who filed the grievance be provided at least five business days before the date on which the meeting to discuss the grievance will be held a description of any information the board of trustees intends to rely on that is not contained in the record; and

12. For a grievance before the board, require the meeting at which the grievance is discussed be recorded by video or audio recording or by transcript created by a certified court reporter.

Education Code 26A.001(e)

Deadlines

Parental Grievances

For a grievance filed by a parent of a student enrolled in the school district, the policy must provide:

1. Sixty days to file a grievance from the date on which the parent knew or had reason to know of the facts giving rise to the grievance; or

2. If the parent or person engaged in informal attempts to resolve the grievance, the later of 90 days to file a grievance from the date determined above or 30 days to file a grievance from the date on which the district provided information to the parent or person regarding how to file the grievance.

Appeal

The policy must provide at least 20 days to file an appeal after the date on which a decision on the grievance was made.

Hearings

For a hearing that is not before the board of trustees of the school district, the policy must require:

1. The district to hold a hearing not later than the 10th day after the date on which the grievance or appeal was filed; and

2. A written decision to be made not later than the 20th day after the date on which the hearing was held that includes any relief or redress to be provided and information regarding filing an appeal, including the timeline to appeal under this provision and Education Code 7.057, if applicable.

For a hearing before the board, the policy must require the board to:

1. Hold a meeting to discuss the grievance not later than the 60th day after the date on which the previous decision on the grievance was made; and

2. Make a decision on the grievance not later than the 30th day after the date on which the meeting is held.

Education Code 26A.002

Board Committee

The board may delegate the authority to hear and decide a grievance to a committee of at least three members composed only of members of the board. For purposes of an appeal to the commissioner under Education Code 7.057, a decision by the committee is a decision of the board of trustees. The policy requirements below apply to the committee in the same manner as those requirements apply to the board. *Education Code 26A.001(e)*

Report on Grievances

A district shall annually submit to the Texas Education Agency (TEA) a report on grievances filed in the district during the preceding year. The report must include for each grievance the resolution of the grievance and any corrective action taken. *Education Code 26A.001(g)*

Not later than December 1 of each year, TEA shall post on the agency's website a report on grievances filed in school districts during the preceding year. The report must aggregate the data statewide and state the number of grievances filed, the number of grievances resolved and the resolution of those grievances, and any corrective actions taken. *Education Code 26A.001(h)*

Filing Procedures and Forms

The board shall develop, make publicly available in a prominent location on the district's website, and include in the district's student handbook the procedures for resolving grievances; standardized forms for filing a grievance, a notice of appeal, or a request for a hearing under this chapter; and the method by which a grievance may be filed electronically.

Electronic Filing

A district shall ensure that a grievance may be submitted electronically at the location on the district's website at which the information described above is available.

TEA Notification

A district shall submit and make accessible to TEA the location on the district's website at which the information described above is available.

Education Code 26A.003

Commissioner Enforcement

If a grievance is appealed to the commissioner under Education Code 7.057, the commissioner of education may:

On Appeal

1. Investigate an alleged violation of state or federal law regarding the confidentiality of student information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), relating to the grievance and collaborate with relevant federal agencies in such an investigation; and

2. Take any action necessary to compel the district, the district's board, or a district employee to comply with the state or federal law.

Education Code 26A.001(f)

Determination of Retaliation

If the commissioner determines that a school district educator has retaliated against a student or parent of or person standing in parental relation to a student in violation of the policy requirement, above, the commissioner of education may report the educator to the State Board for Educator Certification for investigation. *Education Code 26A.001(i)*

Superintendent Testimony

If the commissioner of education finds against a school district under Education Code 7.057 in at least five grievances to which that provision applies involving the district during a school year, the superintendent of the school district must appear before the State Board of Education to testify regarding the commissioner's findings and the frequency of grievances against the district. *Education Code 26A.004*

Denial of Class Credit or Final Grade

If a student is denied credit or a final grade for a class by an attendance committee, the student may appeal the decision to the board. *Education Code 25.092(d)* [See FEC]

Complaints Against Professional Employees

A person may not file suit against a professional employee of a district unless the person has exhausted the district's remedies for resolving the complaint. *Education Code 22.0514*

"Professional employee of a district" includes:

1. A superintendent, principal, teacher, including a substitute teacher, supervisor, social worker, school counselor, nurse, and teacher's aide employed by a district;
2. A teacher employed by a company that contracts with a district to provide the teacher's services to the district;
3. A student in an education preparation program participating in a field experience or internship;
4. A DPS-certified school bus driver;
5. A member of the board; and
6. Any other person whose employment by a district requires certification and the exercise of discretion.

Education Code 22.051(a)

Finality of Grades

An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary,

erroneous, or not consistent with a district's grading policy applicable to the grade, as determined by the board.

A board's determination is not subject to appeal. This provision does not prohibit an appeal related to a student's eligibility to participate in extracurricular activities under Education Code 33.081. [See FM]

Education Code 28.0214

Closed Meeting

A board may conduct a closed meeting on a parent or student complaint to the extent required or provided by law. *Gov't Code Ch. 551, Subch. D* [See BEC]

Record of Proceedings

An appeal of a board's decision to the commissioner of education shall be decided based on a review of the record developed at the district level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. *Education Code 7.057(c), (f)*

It is a district's responsibility to make and preserve the records of the proceedings before the board. If a district fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the district. The record shall include:

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
    a. The tape recording must be complete, audible, and clear; and
    b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the board; and
8. The decision of the board.

19 TAC 157.1073(d)

Mandatory Removal by a Teacher

A teacher shall remove from class and send to the principal for placement in a disciplinary alternative education program (DAEP) or expulsion, as appropriate, a student who engages in conduct described in Education Code 37.006 (removal) or 37.007 (expulsion). [See FOC and FOD] *Education Code 37.002(d)*

Routine Referral

A teacher may send a student to the campus behavior coordinator's (CBC) office to maintain effective discipline in the classroom. The CBC shall respond by employing appropriate discipline management techniques, consistent with the Student Code of Conduct that can reasonably be expected to improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the CBC shall employ alternative discipline management techniques, including any progressive interventions designated as the responsibility of the CBC in the Student Code of Conduct. *Education Code 37.002(a)* [See FO]

Discretionary Removal

A teacher may remove from class a student who:

1. Repeatedly interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn;
2. Demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student; or
3. Engages in conduct that constitutes bullying, as defined by Education Code 37.0832 [see FFI].

Education Code 37.002(b)

Subject to requirements related to teaching and discussing certain debated and controversial topics under Education Code 28.0022(a)(2) and (d) [see EMB], a teacher may remove a student from class based on a single incident of behavior described above. *Education Code 37.002(b-3)*

Reporting Classroom Removals

A student who is sent to the campus behavior coordinator's or other administrator's office under a routine referral or a discretionary removal, as described above, is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law. *Education Code 37.002(e)*

[See DNA for information about teacher evaluations and disciplinary referrals.]

A teacher, campus behavior coordinator, or other appropriate administrator shall notify a parent of a student of the removal of a student from class described above. *Education Code 37.002(b-2)*

Placement of Student

If a teacher removes a student from class under the provisions above, the principal may place the student in another appropriate classroom, in-school suspension, or DAEP [see FOC]. *Education Code 37.002(c)*

Conference by Third Day Required

Not later than the third class day after the day on which a student is removed from class by the teacher under the above provision or by the school principal or other appropriate administrator under the Student Code of Conduct, the campus behavior coordinator or other appropriate administrator shall schedule a conference among the campus behavior coordinator or other appropriate administrator, a parent or guardian of the student, the teacher removing the student from class, if any, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal, and an opportunity to respond to the reasons for the removal. The student may not be returned to the regular classroom pending the conference. Following the conference, and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the campus behavior coordinator, after consideration of the mitigating factors (see below), shall order the placement of the student for a period consistent with the Student Code of Conduct. *Education Code 37.009(a)*

Appeals

Appeal of Removal

A student may appeal the student's removal from class described above to:

1. The school's placement review committee [see Placement Review Committee, below]; or
2. The campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to the team.

Education Code 37.002(e-1)

No Appeal of Board Decision

If district policy allows a student to appeal to the board or the board's designee, a decision of the campus behavior coordinator or other appropriate administrator, other than an expulsion under Section 37.007, the decision of the board or the board's designee is final and may not be appealed. *Education Code 37.009(a)*

Placement Length

The period of the placement may not exceed one year unless, after a review, the district determines that the student is a threat to the safety of other students or to district employees. The student may

not be returned to the regular class pending the required conference. *Education Code 37.009(a)*

Mitigating Factors

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. *Education Code 37.009(a)*

[See Student Code of Conduct, item 4, at FO(LEGAL) for mitigating factors.]

Prohibitions on Activities

The terms of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.002(c)*

Note: A power granted to a campus principal under Education Code Chapter 37, Subchapter A may be exercised by the CBC.

Return to Class

The principal may not return the student to the class of the teacher who removed the student without the teacher's written consent, unless the placement review committee determines that such placement is the best or only alternative available and, not later than the third class day after the day on which the student was removed from class, a conference in which the teacher has been provided an opportunity to participate has been held. [See Conference by Third Day Required, above]

Return to Class Plan

The principal may not return the student to that teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student. The principal may only designate an employee of the school whose primary duties do not include classroom instruction to create a return to class plan. A return to class plan must be created before or at the conference described by that subsection. A plan created before the conference must be discussed at the conference.

The commissioner of education shall adopt a model return to class plan for use by a district in creating a return to class plan for a student.

Education Code 37.002(c), (c-1), (c-2)

Return After Assault

If the teacher removed the student from class because the student engaged in the elements of an offense listed in Education Code 37.007(a)(2)(A) or (a)(4) (assault, sexual assault, assault against a district employee or volunteer) against the teacher, the student

may not be returned to the teacher's class without the teacher's written consent. The teacher may not be coerced to consent.

Education Code 37.002(c), (d)

Placement Review Committee

Each school shall establish a three-member committee to determine the placement of a student when a teacher refuses the return of a student to the teacher's class. The committee shall make recommendations to the district regarding readmission of expelled students.

Composition

Committee members shall be appointed as follows:

1. Campus faculty shall choose two teachers to serve as members and one teacher to serve as an alternate member; and
2. The principal shall choose one member from the professional staff of a campus.

The teacher refusing to readmit the student may not serve on the committee.

Education Code 37.003

Right to Appeal

The principal, campus behavior coordinator, or other appropriate administrator shall notify a student who has been removed from class and the student's parent of the student's right to appeal the decision of the committee. [See Appeals, above] *Education Code 37.002(f-1)*

Removal by School Bus Driver

The driver of a school bus transporting students to or from school or a school-sponsored or school-related activity may send a student to the principal's office to maintain effective discipline on the school bus.

The principal shall respond by employing appropriate discipline management techniques consistent with the Student Code of Conduct.

Education Code 37.0022

Note: See FOF for provisions concerning students with disabilities.

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

United States Constitution

A district shall take no action abridging the freedom of speech or the right of the people to petition the board for redress of grievances. *U.S. Const. Amend. I, XIV*

A board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when a board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia, 515 U.S. 819, 828 (1995); City of Madison v. Wis. Emp. Rel. Comm'n, 429 U.S. 167, 174 (1976); Pickering v. Bd. of Educ., 391 U.S. 563, 568 (1968)*

Texas Constitution

Citizens shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

Federal Laws

Section 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *29 U.S.C. 794; 34 C.F.R. 104.7(b)*

Americans with Disabilities Act

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 C.F.R. 35.107*

District Grievance Policy

The board shall adopt a grievance policy to address grievances received by the district. *Education Code 26A.001(a)*

Levels of Review

The policy must provide for the following levels of review, except as provided below:

1. Review by the principal of the district campus at which the grievance is filed or the principal's designee or, for a grievance that arises from subject matter unrelated to a campus, an administrator at the school district's central office;
2. If established by the policy, an appeal to an administrator at the school district's central office;

3. An appeal to the superintendent of the school district or the superintendent's designee; and

4. An appeal to the board of trustees of the school district.

A review or appeal on a grievance must be conducted by a person with the authority to address the grievance unless a preliminary hearing is necessary to develop a record or a recommendation for the board of trustees of the school district.

Education Code 26A.001(b), (c)

General Requirements

The policy must:

1. Prohibit the board or a district employee from retaliating against a student or parent of a student who files a grievance in accordance with the policy;

2. Require a person involved in reviewing a grievance under the policy to recuse himself or herself from reviewing the grievance if the person is the subject of the grievance;

3. Provide for a higher level of review if the person who would otherwise review the grievance is required to recuse himself or herself;

4. Provide for the creation and retention of a record of each hearing on the grievance, including documents submitted by the person who filed the grievance or determined relevant by school district personnel and a written record of the decision, including an explanation of the basis for the decision and an indication of each document that supports the decision;

5. Allow the person who filed the grievance to supplement the record with additional documents or add additional claims;

6. Allow for a member of the board to file a grievance with the district, but prohibit the member from voting on matters related to that grievance;

7. Allow for a remand to a lower level of review to develop a record at any time, including at the board level of review;

8. Require the district to direct a grievance that is filed with the incorrect administrator to the appropriate administrator and consider the grievance filed on the date on which the grievance was initially filed;

9. Require the district to issue a decision on the merits of the concern raised in the grievance, notwithstanding procedural errors or the type of relief requested;

10. Unless otherwise required by law, allow for a hearing or meeting at which the grievance will be discussed to be open or closed at the request of the person who filed the grievance; and

11. For a grievance before the board, require that the person who filed the grievance be provided at least five business days before the date on which the meeting to discuss the grievance will be held a description of any information the board of trustees intends to rely on that is not contained in the record; and

12. For a grievance before the board, require the meeting at which the grievance is discussed be recorded by video or audio recording or by transcript created by a certified court reporter.

Education Code 26A.001(e)

Deadlines

Appeal

The policy must provide at least 20 days to file an appeal after the date on which a decision on the grievance was made.

Hearings

For a hearing that is not before the board of trustees of the school district, the policy must require:

1. The district to hold a hearing not later than the 10th day after the date on which the grievance or appeal was filed; and

2. A written decision to be made not later than the 20th day after the date on which the hearing was held that includes any relief or redress to be provided and information regarding filing an appeal, including the timeline to appeal under this provision and Education Code 7.057, if applicable; and

3. For a hearing before the board, the policy must require the board to:

    a. Hold a meeting to discuss the grievance not later than the 60th day after the date on which the previous decision on the grievance was made; and

    b. Make a decision on the grievance not later than the 30th day after the date on which the meeting is held.

Education Code 26A.002

Report

Each school district shall annually submit a report on grievances filed in the district during the preceding year. *Education Code 26A.001(g)* [See FNG]

Posting of Procedures and Forms

The district's internet website and student handbook must include procedures for resolving grievances, standardized forms for filing a grievance, and a method for filing a grievance electronically. *Education Code 26A.003* [See FNG]

Closed Meeting

A board may conduct a closed meeting on a public complaint to the extent required or provided by law. [See BEC]

Record of Proceedings

An appeal of a board's decision to the commissioner of education shall be decided based on a review of the record developed at the district level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. *Education Code 7.057(c), (f)*

It is a district's responsibility to make and preserve the records of the proceedings before the board. If a district fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the district. The record shall include:

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
    a. The tape recording must be complete, audible, and clear; and
    b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the board; and
8. The decision of the board.

19 TAC 157.1073(d)

Note: Public complaints regarding instructional and library materials are addressed at EFA and EFB, respectively, and complaints against peace officers are addressed at CKE.

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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, except as provided below:
    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.

The verbal warning and person’s persistence in the behavior described at item 2 are not required for a person serving as a referee, judge, or other official of an extracurricular athletic activity or competition sponsored or sanctioned by the school district or the University Interscholastic League to eject a spectator from the extracurricular athletic activity or competition.

Identification may be required of any person on property under the district’s control.

A district shall maintain a record of each verbal warning issued, including the name of the person to whom the warning was issued and the date of issuance.

At the time a person is refused entry to or ejected from a school district's property, the district shall provide to the person written information explaining the appeal process.

If a parent or guardian of a child enrolled in a school district is refused entry to the district’s property, the district shall accommodate the parent or guardian to ensure that the parent or guardian may participate in the child’s admission, review, and dismissal committee or in the child’s team established under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), in accordance with federal law.

The term of a person's refusal of entry to or ejection from a school district's property under this section may not exceed two years.

A district shall post on the district's website and each district campus shall post on any campus website a notice regarding these provisions, including the appeal process.

The board shall adopt a policy that uses the district's existing grievance process [see FNG, GF] to permit a person refused entry to or ejected from property controlled by the district to appeal such refusal of entry or ejection. The policy must permit a person appealing under this section to address the board in person within 90 days of the commencement of the appeal, unless the appeal is granted before the board considers the appeal.

The board's decision to grant or deny an appeal under this section is final and may only be further appealed under the applicable provisions of Education Code 7.057.

Education Code 37.105; 19 TAC 103.1207

[For information on visitor requirements, including requesting identification, see GKC.]

Vehicles on School Property

A board may bar or suspend a person from driving or parking a vehicle on any school property as a result of the person's violation of any rule or regulation promulgated by the board or set forth in Education Code Chapter 37, Subchapter D. [See CLC] *Education Code 37.106*

Disruption of Lawful Assembly

A person commits a Class B misdemeanor if the person, alone or in concert with others, intentionally engages in disruptive activity on the campus or property of a public school.

Disruptive activity means:

1. Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building without the authorization of the administration of the school;

2. Seizing control of any building or portion of a building to interfere with any administrative, educational, research, or other authorized activity;

3. Preventing or attempting to prevent by force or violence or the threat of violence any lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur;

4. Disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or

5. Obstructing or restraining the passage of any person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats thereof the ingress or egress of any person to or from the property or campus without the authorization of the administration of the school.

Free Speech

This provision shall not be construed to infringe upon any right of free speech or expression guaranteed by the constitutions of the United States or the state of Texas.

Education Code 37.123

Disruption of Classes

A person, other than a primary or secondary grade student enrolled in the school, commits a Class C misdemeanor if the person, on school property or on public property within 500 feet of school property, alone or in concert with others, intentionally disrupts the conduct of classes or other school activities. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age.

Disrupting the conduct of classes or other school activities includes:

1. Emitting noise of an intensity that prevents or hinders classroom instruction.

2. Enticing or attempting to entice a student away from a class or other school activity that the student is required to attend.

3. Preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend.

4. Entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or use of loud or profane language, disrupting class activities.

“School property” includes a public school campus or school grounds on which a public school is located, and any grounds or buildings used by a school for an assembly or other school-sponsored activity.

“Public property” includes a street, highway, alley, public park, or sidewalk.

Education Code 37.124

Disruption of Transportation

A person, other than a primary or secondary grade student, commits a Class C misdemeanor if the person intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school, or to or from activities sponsored by a school, on a vehicle owned and/or operated by a district. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

Tobacco and E-Cigarettes

A board shall prohibit smoking or using e-cigarettes or tobacco products at a school-related or school-sanctioned activity on or off school property. School personnel shall enforce these policies on school property. *Education Code 38.006* [See FNCD for the definition of e-cigarette.]

Smoking in Buildings

A district shall not permit smoking within any indoor facility used for provision of routine or regular kindergarten, elementary, or secondary education or library services to children; or regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of employees who provide such services. *20 U.S.C. 6083; 20 U.S.C. 7973*

Criminal Penalty

A person commits an offense if the person is in possession of a burning tobacco product, smokes tobacco, or operates an e-cigarette in a facility of a public school.

Defense

It is a defense to prosecution that a district does not have prominently displayed a reasonably sized notice that smoking is prohibited by state law in such place and that an offense is punishable by a fine not to exceed $500.

Facilities for Extinguishment

A district shall be equipped with facilities for extinguishment of smoking materials.

Penal Code 48.01(a)-(c)

Alcohol

A board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property. *Education Code 38.007(a)* [See FNCF regarding alcohol-free zones.]

Intoxicants

A person commits a Class C misdemeanor if the person possesses an intoxicating beverage for consumption, sale, or distribution while:

1. On the grounds or in a building of a public school; or
2. Entering or inside any enclosure, field, or stadium where any athletic event sponsored or participated in by a public school is being held.

Education Code 37.122 [See also FNCF]

Fireworks

A person may not explode or ignite fireworks within 600 feet of any school unless the person receives authorization in writing from the school. *Occupations Code 2154.251(a)(1)*

Federal Gun-Free School Zones Act

It is unlawful for any individual knowingly to possess a firearm at a place that the individual knows, or has reasonable cause to believe, is a school zone.

"School zone" means in, or on the grounds of, a school; or within a distance of 1,000 feet from the grounds of a school.

This prohibition does not apply to the possession of a firearm:

1. On private property not part of school grounds;
2. If the individual possessing the firearm is licensed to do so by the state, and the law of the state requires that, before an individual obtains such a license, the law enforcement authorities of the state verify that the individual is qualified under law to receive the license;
3. That is not loaded and in a locked container, or a locked firearms rack that is on a motor vehicle;
4. By an individual for use in a program approved by a school in the school zone;
5. By an individual in accordance with a contract entered into between a school in the school zone and the individual or an employer of the individual;
6. By a law enforcement officer acting in his or her official capacity; or
7. That is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on school premises is authorized by school authorities.

It is unlawful for any person, knowingly or with reckless disregard for the safety of another, to discharge or attempt to discharge a firearm at a place that the person knows is a school zone.

This prohibition does not apply to the discharge of a firearm:

1. On private property not part of school grounds;
2. As part of a program approved by a school in the school zone, by an individual who is participating in the program;

3. By an individual in accordance with a contract entered into between a school in a school zone and the individual or an employer of the individual; or

4. By a law enforcement officer acting in his or her official capacity.

18 U.S.C. 921(a)(25), .922(q)

Possession of Weapons

Unless entitled to a defense or otherwise excepted by Penal Code 46.15, a person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, location-restricted knife, club, or prohibited weapon [see FNCG]:

1. On the premises of a school, on any grounds or building owned by and under the control of a school and on which an activity sponsored by the school is being conducted, or in a passenger transportation vehicle of a school, unless pursuant to written regulations or written authorization of the school;

2. On the premises of a polling place on the day of an election or while early voting is in progress;

3. On the premises where a high school, collegiate, or professional sporting event or interscholastic event is taking place, unless the person is a participant in the event and a firearm, location-restricted knife, club, or prohibited weapon is used in the event;

4. In the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to the OMA, and the entity provided required notice of the meeting.

It is not a defense to prosecution that the person possessed a handgun and was licensed to carry a handgun.

Penal Code 46.03(a)(1), (2), (8), (14), (f)

"Premises" Defined

"Premises," for purposes of this policy, means a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area. *Penal Code 46.03(c)(4)*

Notice to Public

A district may provide notice that firearms and other weapons are prohibited under Penal Code 46.03 on the premises or other property, as applicable, by posting a sign at each entrance to the premises or other property that:

1. Includes language that is identical to or substantially similar to the following: "Pursuant to Section 46.03, Penal Code (places

weapons prohibited), a person may not carry a firearm or other weapon on this property";

2. Includes the language described above in both English and Spanish;

3. Appears in contrasting colors with block letters at least one inch in height; and

4. Is displayed in a conspicuous manner clearly visible to the public.

Without a sign described above posted prominently at each entrance to the premises or other property, as applicable, a person can assert a defense to prosecution for unlawfully carrying a handgun if the person personally received notice that carrying a firearm was prohibited and promptly departed from the premises or other property.

Penal Code 46.15(m)-(o)

Transportation or Storage of Firearm in School Parking Area

A district may not prohibit a person who holds a license to carry a handgun under Government Code, Chapter 411, Subchapter H, from transporting or storing a handgun or other firearm or ammunition in a locked, privately owned or leased motor vehicle in a parking lot, parking garage, or other parking area provided by the district, and may not regulate the manner in which the handgun, firearm, or ammunition is stored in the vehicle, provided that the handgun, firearm, or ammunition is not in plain view.

This does not authorize a person to possess, transport, or store a handgun, a firearm, or ammunition in violation of Education Code 37.125, Penal Code 46.03, or other law.

Education Code 37.0815

Volunteer Emergency Services Personnel

A district is not liable in a civil action arising from the discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Government Code, Chapter 411, Subchapter H.

The discharge of a handgun by an individual who is volunteer emergency services personnel and licensed to carry the handgun under Subchapter H, Chapter 411, Government Code, is outside the course and scope of the individual's duties as volunteer emergency services personnel.

The district does not waive immunity from suit or liability under the Texas Tort Claims Act or any other law.

"Volunteer emergency services personnel" includes a volunteer firefighter, an emergency medical services volunteer as defined by Health and Safety Code 773.003, and any individual who, as a volunteer, provides services for the benefit of the general public during emergency situations. The term does not include a peace officer or reserve law enforcement officer, as those terms are defined by Occupations Code 1701.001, who is performing law enforcement duties.

Civ. Prac. & Rem. Code 112.001; Penal Code 46.01(18)

Exhibition of Firearm

A person commits a third degree felony if, in a manner intended to cause alarm or personal injury to another person or to damage school property, the person intentionally:

1. Exhibits or uses a firearm:
    a. In or on any property, including a parking lot, parking garage, or other parking area, that is owned by a private or public school; or
    b. On a school bus being used to transport children to and from school-sponsored activities;
2. Threatens to exhibit or use a firearm in or on property described above or on a bus and was in possession of or had immediate access to the firearm.

A person commits a Class A misdemeanor if the person threatens to exhibit or use a firearm, but was not in possession of or did not have immediate access to the firearm.

Education Code 37.125

Trespass — Concealed Carry of Handgun

A license holder commits an offense if the license holder:

1. Carries a concealed handgun on the property of another without effective consent; and
2. Received notice that entry on the property by a license holder with a concealed handgun was forbidden.

An offense under Penal Code 30.06 is a Class C misdemeanor, except that the offense is a Class A misdemeanor if, after entering the property, the license holder was personally given the notice that entry or remaining on the property with a concealed handgun was forbidden and subsequently failed to depart.

Notice / Sign — Concealed Carry of Handgun

For purposes of Penal Code 30.06, a person receives notice if the owner of the property or someone with apparent authority to act for the owner provides notice to the person by oral or written communication.

"Written communication" means:

1. A card or other document on which is written language identical to the following: "Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a 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 49 U.S.C. 44809;

3. Any operation that the holder of an exemption under section 333 of Public Law 112-95 or 49 U.S.C. 44807 elects to conduct pursuant to the exemption, unless otherwise specified in the exemption; or

4. Any operation that a person elects to conduct under 14 C.F.R. Part 91 with a small UAS that has been issued an airworthiness certificate.

14 C.F.R. 107.1

Exception for Limited Recreational Operation

A person may operate a small unmanned aircraft without specific certification or operating authority from the Federal Aviation Administration (FAA) if the operation adheres to all of the following limitations:

1. The aircraft is flown strictly for recreational purposes.

2. The aircraft is operated in accordance with or within the programming of a community-based organization's set of safety guidelines that are developed in coordination with the FAA.

3. The aircraft is flown within the visual line of sight of the person operating the aircraft or a visual observer co-located and in direct communication with the operator.

4. The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft.

5. In Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, the operator obtains prior authorization from the administrator of the FAA or designee before operating and complies with all airspace restrictions and prohibitions.

6. In Class G airspace, the aircraft is flown from the surface to not more than 400 feet above ground level and complies with all airspace restrictions and prohibitions.

7. The operator has passed an aeronautical knowledge and safety test and maintains proof of test passage to be made available to the FAA or law enforcement upon request.

8. The aircraft is registered and marked in accordance with 49 U.S.C. Chapter 441 and proof of registration is made available to the FAA or law enforcement upon request.

49 U.S.C. 44809(a)

State Law

Regulation Limited

A political subdivision, including a school district, may not adopt or enforce any ordinance, order, or other similar measure regarding the operation of an unmanned aircraft. An ordinance, order, or other similar measure that violates this provision is void and unenforceable. *Gov't Code 423.009(b), (d)*

Exception

A political subdivision may adopt and enforce an ordinance, order, or other similar measure regarding:

1. The use of an unmanned aircraft during a special event;
2. The political subdivision's use of an unmanned aircraft; or
3. The use of an unmanned aircraft near a facility or infrastructure owned by the political subdivision, if the political subdivision:
    a. Applies for and receives authorization from the Federal Aviation Administration to adopt the regulation; and
    b. After providing reasonable notice, holds a public hearing on the political subdivision's intent to apply for the authorization.

"Special event" means a festival, celebration, or other gathering that involves the reservation and temporary use of all or a portion of a public park, road, or other property of a political subdivision; and entertainment, the sale of merchandise, food, or beverages, or mass participation in a sports event; and requires a significant use or coordination of a political subdivision's services.

Gov't Code 423.009(a)(2), (c)

Privacy Law

It is lawful to capture an image using an unmanned aircraft in this state for the reasons listed in Government Code 423.002, including:

1. With the consent of the individual who owns or lawfully occupies the real property captured in the image; or
2. From a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception.

Gov't Code 423.002(a)

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 Use by Religious Organizations

A district may allow a religious organization to use the district's facilities to host religious worship, services, sermons, or assemblies only if:

Use of District Facilities

1. The use of the facilities does not interfere with the district's primary educational mission;
2. The religious organization provides the fair market rental value or reimbursement for utilities, security, and other costs related to the use of the facilities as determined by the board of the district unless waived by the board;
3. The religious organization agrees to be held liable for any damages that occur in the organization's use of the facilities;
4. The religious organization is subject to the same rental terms for the use of the facilities that a nonreligious organization would be subjected to for that use; and
5. Any additional requirements imposed by other law for the use of the facilities are satisfied.

Interference with Primary Educational Mission

A religious organization's use of a district's facilities interferes with the district's primary educational mission if:

1. The organization engages in religious worship, services, sermons, or assemblies during regular school hours;

2. The organization displays signage, symbols, books, or flyers on the district's property during any period other than the period in which the district allows the organization to use the district's facilities; or

3. The district or an employee of the district promotes the organization's use of the facilities in any manner, including by distributing information or making an announcement regarding the organization or use or including the organization's religious worship, services, sermons, or assemblies on an academic calendar.

No Penalty or Sanction

A state agency, political subdivision, school district, or other governmental entity may not impose a penalty or sanction on or deny funding to a school district based on the district's decision to allow a religious organization to use the district's facilities in the manner provided above.

Interpretation

Education Code 11.173 may not be construed to require a district to allow a religious organization to use the district's facilities for religious purposes if the district elects not to do so.

Education Code 11.173

Requirements of Governmental Entities

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

Facilities

Dual Usage Educational Complex

A district may enter into a cooperative agreement with a community college district regarding a dual usage educational complex, provided the district is located in whole or in part in the service area of the college district. The college district shall coordinate and supervise the operation of the complex. The use and the costs associated with the establishment and operation of the complex shall be shared by the parties under the terms of the cooperative agreement. *Education Code 130.0103*

Instructional or Athletic Facility

A district and an institution of higher education may contract for the design or construction of an instructional facility or athletic facility in accordance with Education Code 45.109. *Education Code 45.109* [See CX]

College Courses in District Facilities

If a district is located in a county contiguous to, but not part of, a community college district, a board may enter into a contract with the community college district for the community college to hold college courses in a district's facilities. The contract shall be approved by board resolution. Either party may terminate the contract by giving the other party at least one year's written notice. *Education Code 130.006*

District Courses on Higher Education Campus

A board may operate a school or program or hold a class on the campus of an institution of higher education in this state if the board obtains written consent from the president or other chief executive officer of the institution, regardless of whether the institution is located within the boundaries of the district. *Education Code 11.166*

[For information related to instructional partnerships with community college districts, see EHDD.]

Dropout Recovery Program

A school district may enter into an articulation agreement to partner with the public junior college district in which the school district is located to provide on the campus of the college a dropout recovery program for students to successfully complete and receive a diploma from a high school of the school district. *Education Code 29.402(a)*

A district located wholly or partly in a county with a population of more than three million may enter into an articulation agreement with any public junior college with a service area located wholly or partly in a county with a population of more than three million. *Education Code 29.402(a-1)*

The program must meet the requirements at Education Code 29.402(c) and 29.081(e), (f). *Education Code 29.402(c), (d)*

Student Eligibility

A person is eligible to enroll in the dropout recovery program if the person:

1. Is under 26 years of age;
2. Must complete not more than three course credits to complete the curriculum requirements for the foundation high school program, as appropriate, for high school graduation; or
3. Has failed to perform satisfactorily on an end-of-course assessment instrument under Education Code 39.023(c), or an assessment instrument under Education Code 39.023(c) as that section existed before 2007. [See EKB]

Education Code 29.402(b)

Funding

A school district shall pay the college district a negotiated amount for each student from the school district enrolled in the dropout recovery program. The negotiated amount shall not exceed the total average per student funding amount in that school district during the preceding school year for maintenance and operations, including state and local funding, but excluding money from the available school fund. *Education Code 29.403(a)*

A student who is enrolled in a dropout recovery program is included in determining the average daily attendance of the school district. *Education Code 29.403(b)*

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Ricardo López, Superintendent

Subject: Trustees' Report

Discussion Item

Executive Summary:

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:

Provided for your information and discussion.

July 27, 2026 - August 2, 2026

July 2026

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Monday, July 27

- **12:00am Mechelle Out of the Office**
- **7:30am - 8:00pm Region 10 School Board University** (Region 10 Education Service Center (400 E Spring Valley Rd, Richardson, TX 75081, United States))
- **8:00am - 12:30pm 4th Annual Community Block Party** (Sellers Middle School (1009 Mars Dr, Garland, TX 75040, United States))

Tuesday, July 28

- **4:30pm - 5:30pm Board Bond Special Meeting** (Boardroom)
- **5:30pm - 8:30pm Board Meeting** (Board Room)

Wednesday, July 29

Thursday, July 30

Friday, July 31

Saturday, August 1

Sunday, August 2

- **2:00pm - 3:30pm Sachse HS Gymnasium Renaming** (Sachse High School (3901 Miles Rd, Sachse, TX 75048, United States)) - Ricardo Lopez

August 3, 2026 - August 9, 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Monday, August 3

Tuesday, August 4

Wednesday, August 5

Thursday, August 6

Friday, August 7

11:00am - 1:00pm Athletics Coaches Luncheon (Sachse High School (3901 Miles Rd, Sachse, TX, United States)) - Ricardo Lopez

Saturday, August 8

7:30am - 10:00am 2026 Back to School Event (w/NAACP) (Homer B Johnson Stadium (1209 E Centerville Rd, Garland, TX 75041, United States))

10:00am - 11:30am Naaman Forest HS MAC Ribbon Cutting (Naaman Forest High School (4843 Naaman Forest Blvd, Garland, TX 75040, United States))

Sunday, August 9

August 10, 2026 - August 16, 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Monday, August 10

Tuesday, August 11

4:30pm - 5:30pm Board Bond Special Meeting (Boardroom)

5:30pm - 6:30pm Finance, Facilities and Operations Committee Meeting (Board Room) - Mechelle Hogan

6:30pm - 8:30pm Academic and District Affairs Committee Meeting (Board Room) - Mechelle Hogan

Wednesday, August 12

11:30am - 1:00pm Rowlett Chamber of Commerce (Rowlett Community Center) - Ricardo Lopez

Thursday, August 13

Friday, August 14

Saturday, August 15

9:00am - 12:00pm Tyrese Maxey Foundation Back-to-School Event (South Garland High School (Texas, United States)) - Lakisha Culpepper

Sunday, August 16

August 17, 2026 - August 23, 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Monday, August 17

6:00pm - 8:00pm Summer Graduation Ceremony (Curtis Culwell Center (4999 Naaman Forest Blvd, Garland, TX)) - Suzy Doss

Tuesday, August 18

Wednesday, August 19

Thursday, August 20

Friday, August 21

Saturday, August 22

Sunday, August 23

August 24, 2026 - August 30, 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Monday, August 24

Tuesday, August 25

5:00pm - 8:00pm Board Meeting (Board Room)

Wednesday, August 26

Thursday, August 27

Rowlett Chamber Golf Tournament (Waterview Golf Club (9509 Waterview Pkwy, Rowlett, TX 75089, United States))

Friday, August 28

Saturday, August 29

Sunday, August 30

August 31, 2026 - September 6, 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Monday, August 31

11:00am - 1:00pm Garland Chamber- State of the District Luncheon (Dallas College Garland Center (675 W Walnut St, Garland, TX 75040, United States)) - Ricardo Lopez

Tuesday, September 1

Wednesday, September 2

Thursday, September 3

Friday, September 4

Saturday, September 5

Sunday, September 6

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Ricardo López, Superintendent

Subject: Superintendent's Report

Discussion Item

Executive Summary:

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 AGENDA

Date: July 28, 2026

Presented By: Dr. Ricardo López, Superintendent

Subject: Future Agenda Items

Discussion Item

Executive Summary:

Trustees may submit items to be placed on future Board Meeting agendas.

Administrative Recommendations:

For discussion.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Gradyne Brown, Assistant Superintendent Human Resources

Subject: Consider Approval of Human Resources Report for July 2026

Consent Agenda

Executive Summary:

Please see attached recommendations for new personnel, terminations, and resignations for the 2025-2026 and 2026-2027 school years.

Administrative Recommendations:

Administration recommends approval.

Financial Impact and Funding Source:

N/A

July 2026
Administrative New Hires and Transfers

New Hires To Date: 7							
Current: 9							
Total: 16							
Administrative New Hires							
School/Dept.	**Last Name**	**First Name**	**Exp**	**College**	**Degree**	**Job Title**	**Effective Date**
Daugherty Elementary School	Garza-Garcia	Lizabeth	20	Texas A & M University Commerce	BS	Assistant Principal	7/13/26
				Southern Methodist University	M.ED		
				Texas A & M University Commerce	ED.D		
Lyles Collegiate Intermediate	Maymi	Miguel	10	The University of Texas at Austin	MED	Assistant Principal	7/6/2026
Northlake Elementary School	Maldonado	Sarah	16	Stephen F. Austin State University	BS	Assistant Principal	7/13/26
				Texas A & M	M.ED		
Purchasing	Casper	Dianna	21	Pennsylvania State University	BA	Executive Director Purchasing	6/22/26
Sachse High School	Wood	Stephen	7	University of Wyoming	BS	Assistant Principal	7/9/26
				Southern Methodist University	M.ED		
Schrade Middle School	Murry	Nicolas	10	University of Arkansas	BS	Assistant Principal	7/6/26
				Arkansas State University	MED		
Shorehaven Elementary School	Harris	Andria	17	University of Arkansas	M.ED	Assistant Principal	7/13/26
Teaching and Learning Development	Walker	Kate	26	Texas Christian University	BS	Coordinator Elementary Teacher Dev. Title II	7/20/2023
				Concordia University	M.ED		
Watson Technology Center for Math & Science	Sosa Hilts	Esperanza	14	Southern Methodist University	Master	Assistant Principal	7/13/26
Transfers To Date: 12							
Current: 22							
Total: 34							
Administrative Appointments/Transfers							
Job Title	**Last Name**	**First Name**	**Exp**	**Current Position**	**Degree**	**New Campus/Department**	**Effective Date**
Assistant Principal	Bottoms	Debra	18	Early Learning Program Administrator Title II	Master	Schrade Middle School	7/6/26
Assistant Principal	Carr	Abbi	13	INSTRUCTIONAL COACH ELAR TITLE I	Master	Austin Academy for Excellence	7/6/26
Director of Technology Services	Dean	Brian	22	Assistant Director Technology Services	Master	Technology Services	7/6/26
Assistant Superintendent Safety Operations	DuPlessis	Jennifer	24	Executive Director Facilities Maintenance	Doctor	Safety and Operations	7/6/26
Assistant Principal	Fobb	Travona	17	Instructional Coach Title I	Master	Cooper Elementary School	7/13/26
Assistant Principal	Fowler	Jennifer	24	Assistant Principal	Master	Naaman Forest High School	7/6/26
Principal	Garcia	Jennifer	14	Principal	Doctor	South Garland High School	07/06/26
Principal	Gibbons	David	9	Assistant Principal	Master	O'Banion Middle School	07/06/26
Principal	Good	Dustin	12	Assistant Principal	Master	Walnut Glen Academy for Excellence	7/13/26
Assistant Principal	Jesseph	Laken	7	Teacher 5th Grade	Master	Toler Elementary SChool	7/13/26
Assistant Principal	Johnson	Rosheeka	16	Assistant Principal	Master	Alternative Education Center	7/6/26
Assistant Principal	Kongamnach	Nicholos	23	Sped Campus Support Coach IDEA B	Master	Schrade Middle School	7/6/26
Principal	Leday	Adrian	27	ADMINISTRATOR IMPACT SYSTEMS AND PERFORMANCE	Doctor	Human Resources	7/6/26
Assistant Principal	Montgomery	Diana	25	Assistant Principal	Master	South Garland High School	7/6/26
Assistant Principal	Morgan	Lashana	12	Teacher English Coach	Doctor	Armstrong Elementary	7/13/26
Assistant Principal	Sanchez Fernandez	Ricardo Manuel	8	Assistant Principal	Master	South Garland High School	7/6/26
Principal	Sawasaki	Melody Ting Yee	15	Assistant Principal	Master	Gilbreath-Reed Career and Technical Center	7/6/26
Assistant Principal	Shelton	Mary	27	INTERVENTION FACILITATOR TITLE I	Doctor	Sachse High School	7/6/26
Assistant Principal	Thomas	Laketa	23	Assistant Principal	Master	Sachse High School	7/6/26
Assistant Principal	Querry	Michele	31	Instructional Coach Title I	Master	Jackson Technology Center for Math & Science	7/6/26
Assistant Principal	Rischer	Sherita	14	AT RISK ADMINISTRATOR	Master	O'Banion Middle School	7/6/26
Assistant Principal	Vaughan	Alba	11	Support Teacher Title I	Master	Shugart Elementary School	7/13/26

July 2026
Professional New Hires List

New Hires to Date: 171
Current: 159
Total: 330

School/Dept.	Last Name	First Name	Exp	College	Degree	Job Title	Effective Date	Notes
Abbett Elementary School	Isquierdo	Ivoryonica	3	Regent University	BS	Teacher	7/30/2026	
				Dallas Theological Seminary	MA			
Abbett Elementary School	MacNiven	Annmarie	2	Texas A & M University	BS	Teacher	7/30/2026	
Abbett Elementary School	Woods	Kashi	24	Langston University	BA	Teacher	7/30/2026	
				Post University	MA			
Armstrong Elementary School	Chapman	Tara	21	University of North Texas	M.ED	DIAGNOSTICIAN	7/22/2026	
Armstrong Elementary School	Derby	Joshua	7	Dallas Baptist University	BS	Teacher	7/30/2026	
Armstrong Elementary School	Lewis	Chenell	9	University of Phoenix	BS	Teacher	7/30/2026	
Armstrong Elementary School	Lewis	Corey	5	University of Texas	BSN	Nurse	7/30/2026	
B. H. Freeman at Golden Meadows Elementary	Dimas	Rebecca	10	Univeristy of Texas	BS	Teacher	7/30/2026	
B. H. Freeman at Golden Meadows Elementary	Lindo	Brenda	0	Dallas College	BA	Teacher	7/30/2023	
B.H. Freeman at Golden Meadows Elementary	Alonzo	Imelda	15	Dallas College	AA	Teacher-CAPE	7/30/2026	
B.H. Freeman at Golden Meadows Elementary	Cruz Martinez	Siomara	15	Universidad de Puerto Rico	BA	Teacher	7/30/2026	
Back Elementary School	Debra	Heydrick	15	Stephen F. Austin State University	BS	Teacher	7/30/2026	
Beaver Technology Center for Math & Science	Thornton	Tametrice	11	University of Houston	BA	Teacher	7/30/2026	
Bradfield Elementary School	Nash	Damon	12	University of Texas	BA	Teacher	7/30/2026	
Bullock Elementary School	Bloomfield Luna	Yazmin	7	National Autonomous University Mexico	BA	Teacher	7/30/2026	
Bullock Elementary School	Ray	Melanie	0	Western Governors University	BA	Teacher	7/30/2026	
Bussey Middle School	Arreola Ramirez	Isaac	0	University of North Texas	M.ED	Teacher	7/30/2026	
Bussey Middle School	Belitere	Lauren	3	University of North Texas	BA	Teacher	7/30/2026	
Bussey Middle School	Delgado	Jocelyne	5	The University of Texas at Arlington	BS	Teacher	7/30/2026	
Bussey Middle School	Tallos	Heidi	2	Metropolitan State University	BA	Teacher	7/30/2026	
Bussey Middle School	Trujillo	Celia Ann	24	Texas Tech University	BA	Counselor	7/22/2026	
Classical Center at Brandenburg Middle School	Cruz	Deborah	6	Brightan University	BS	Teacher	7/30/2026	
				University of Texas at Rio Grande	MS			
Classical Center at Brandenburg Middle School	Garza	Rebecca	18	Angelo State University	BS	Teacher	7/30/2026	
Classical Center at Brandenburg Middle School	Lewis	Olivia	2	University of North Texas	BA	Teacher	7/30/2026	
Classical Center at Brandenburg Middle School	Parr	Timothy	29	Texas A&M Commerce	BS	Teacher	7/30/2026	
				University of Texas Dallas	MA			
Classical Center at Vial Elementary School	Martinez Macias	Mayra	0	Univeristy of Texas	BA	Teacher	7/30/2026	
Club Hill STEM Elementary	Liley	Darian	0	Southern Illinois University	BA	Teacher	7/30/2026	
Club Hill STEM Elementary	Mansouri	Tephany	0	University of Texas Dallas	BA	Teacher	7/30/2026	
Club Hill STEM Elementary	Mullins	Amber	23	Walden University	MA	Nurse	7/30/0202	
Cooper Elementary School	Douglas	Nabrittney	9	University of Memphis	BS	Teacher	7/30/2026	
				Arkansas State University	MS			
Cooper Elementary School	Johnson	Portia	7	University of North Texas	BAAS	Teacher	7/30/2026	
				Concordia University	M.ED			
Cooper Elementary School	Morgan	Taylor	2	Baylor University	BA	Teacher	7/30/2026	
Couch Collegiate Prep Elementary	Heskett	Ann	1	University of Texas at Dallas	BS	Teacher	7/30/2026	
Coyle Technology Center for Math and Science	Brittman	Matia	13	University of Tennessee	BS	Counselor	7/22/2026	
				Lamar University	MA			
Coyle Technology Center for Math and Science	McDowell	La Tasha	18	Texas A & M University	BS	Teacher	7/30/2026	
Coyle Technology Center for Math Science	Boatman	Eric	2	Texas Tech University	BM	Teacher Assist. Band	7/20/2026	
Davis Elementary School	Buchanan	Crystal	9	The University of Texas at Dallas	BS	Teacher	7/30/2026	
Garland High School	Aguillon	Noah	3	Texas Luthernan University	BA	Teacher	7/20/2026	
Garland High School	Buchanan-Stuckey	Alelxia	1	American Public University	BS	Athletic Trainer	7/20/2026	
				University of Texas	MA			
Garland High School	Lampe	Danielle	3	Texas A & M Univeristy	BA	Teacher/Coach	7/20/2026	Finish Year Only During 2025-2026, returning for 2026-2027
Garland High School	Valdie	Nicole	6	Saint Joseph's University	BS	Counselor	7/20/2026	
				Pennsylvania State University	MA			
Garland High School	Ward	David	10	Wayland Baptist University	BM	Teacher/Asst. Choir Director	7/27/2026	
Garland High School	Washington	Thomas	7	Texas A & M Univeristy	BA	Teacher	7/30/2026	
Giddens-Steadham Elementary School	Contreras	Alex	24	Grand Canyon University	MS	Teacher	7/30/2026	
Handley STEM Elementary	Brown	Kayla	4	University of Texas	BA	Teacher	7/30/2026	
Handley STEM Elementary	Morrison-Player	Yonique	4	The MICO University College	BS	Teacher	7/30/2026	
Handley STEM Elementary	Seastrong	Denisha	0	Western Governors University	BA	Teacher	7/30/2026	
Handley STEM Elementary	Valentine	Jasmin	0	Tuskegee University	BS	Teacher	7/30/2026	Finish Year Only During 2025-2026, returning for 2026-2027
Harris Hill Building	Ali	Tiffany	3	Long Island University	MA	Teacher	7/20/2026	
Harris Hill Building	Ellis	Rebecca	3	Grand Canyon	MA	Teacher	7/22/2026	

July 2026
Professional New Hires List

School/Dept.	Last Name	First Name	Exp	College	Degree	Job Title	Effective Date	Notes
Harris Hill Building	Ochieng	Desmond	3	University of Nebraska-Omaha	BS	SPED Teacher	7/20/2026	
Harris Hill Building	Wright	Amy	18	Texas Tech University	MA	Teacher	7/30/2026	
Heather Glen Montclair Elementary School	Galindo Garduno	Oscar	8	University of North Texas	BS	Teacher	7/30/2026	
Heather Glen Montclair Elementary School	Jones	Peyton	0	Prairie View A&M University	BAS	Teacher	7/30/2026	
Heather Glen Montclair Elementary School	Munoz Constanzo	Samuel	10	University of Chile	BS	Teacher	7/30/2026	
Herfurth Elementary School	Boyd	Courtney	10	University of Texas at Arlington	BS	Counselor	7/28/2026	
				University of Texas at San Antonio	MA			
Hickman Elementary	Mena	Maritza	0	Texas Woman's University	BS	Teacher	7/30/2026	
Hickman Elementary School	LeBlanc	Chelsea	4	Texas Women's University	BA	Teacher	7/30/2026	
				Texas Wesleyan University	MA			
Hickman Elementary School	Rattan	Brittany	8	University of North Texas	BS	Counselor	7/28/2026	
				Angelo State University	MS			
Hillside Academy for Excellence	Ishmael	Bethany	22	The University of Texas at Tyler	BS	Nurse	7/30/2026	
Hillside Academy for Excellence	Johnson	Savannah-Marie	5	The University of Texas at Arlington	MA	Teacher	7/30/2026	
Houston Middle School	Brown	Sharon	17	Dallas Baptist University	MS	Teacher	7/10/2026	
Houston Middle School	Whipple	Rachael	20	Central Michigan University	BA	Band Teacher	7/20/2026	
Hudson Middle School	Darling	Morgan	0	Oklahoma State University	BA	Teacher	7/30/2026	
				Texas Tech University	Tex Jur			
Hudson Middle School	Levingston	Eric	8	Grambling State University	BS	Teacher/Coach	7/27/2026	
				Houston Christian University	MS			
Hudson Middle School	Mucino	Macedonio	5	Texas Wesleyan University	BA	Teacher Assist. Band Director	7/20/2026	
Jackson Technology Center for Math & Science	Mason	Brianni	4	Valderbilt Univeristy	BS	Teacher	7/30/2026	
Jackson Technology Center for Math & Science	Zarate	Araseli	5	Henderson State Univeristy	BA	Teacher	7/30/2026	
				Arkansas Tech University	M.ED			
Kimberlin Academy for Excellence	Mork	Lauren	14	University of Oklahoma	BA	Teacher	7/30/2026	
Kimberlin Academy for Excellence	Watson	Dana	4	University of Texas	BA	Teacher	7/30/2026	
Lakeview Centennial High School	Knight	Brooks	21	Stephen F Austin State University	PhD	Teacher	7/30/2026	
Lakeview Centennial High School	Li	Qi	2	Stony Brook University	BS	Teacher	7/30/2026	
Liberty Grove Elementary School	Freeney	Phoebe	1	Western Governors	BA	Teacher	7/30/2026	
Lister Elementary School	Anderson	Mikaila	1	University of North Texas	BA	Teacher	7/30/2026	
Lister Elementary School	Juett	Ashley	5	Western Govenors	BA	Teacher	7/30/2026	
Luna Elementary School	Clopp	Kacie	2	Stephen F Austin State University	MA	Teacher	7/30/2026	
Luna Elementary School	Granados	Quynh Giao	22	Texas Tech University	M.Ed	Teacher	7/30/2026	
Lyles Collegiate Intermediate	Corona	Zachary	0	University of Texas Dallas	BA	Teacher	7/30/2026	
Lyles Collegiate Intermediate	Ruttenburg	Anthony	12	Lamar University	MA	Teacher	7/22/2026	
Lyles Collegiate Intermediate	Serna	Stephanie	9	Faulkner	BS	Teacher	7/30/2026	
Lyles Collegiate Intermediate	Sumler Chitman	Constance	1	Texas A&M University	BA	Teacher	7/30/2026	
M.D. Williams Elementary School	Hernandez	Isabella	0	Dallas College	BA	Teacher	7/30/2026	CAPE INSTRUCTOR
M.D. Williams Elementary School	Lake	Laura	3	Texas Tech University	BS	Teacher	7/30/2026	Finish Year Only During 2025-2026, returning for 2026-2027
M.D. Williams Elementary School	Pentecost Kennedy	Charlotte	3	Jarvis Christian College	BS	Teacher	7/30/2026	
				Jarvis Christian College	MBA			
Naaman Forest High School	Beorge	Bethcy	0	India-Alankar College Rajasthan	BA	Teacher	7/30/2026	
Naaman Forest High School	Butler	Novelette	10	University of Louisiana	BS	Teacher	7/30/2026	
				Louisiana Christian University	M.ED			
Naaman Forest High School	Cunningham	Wayne	2	Dallas Baptist University	BA	Teacher	7/20/2026	
Naaman Forest High School	Henderson	Zavien	0	Texas State University	BS	Teacher	7/20/2026	Finish Year Only During 2025-2026, returning for 2026-2027
Naaman Forest High School	Herrera	Jacob	2	Howard Payne University	BS	Teacher/Coach	7/20/2026	Finish Year Only During 2025-2026, returning for 2026-2027
Naaman Forest High School	Mays	Carol	15	University of North Texas	BA	Teacher	7/30/2026	
				University of North Texas	MA			
Naaman Forest High School	McLeroy	Chandra	25	University of Arkansas	BS	Teacher	7/30/2026	
Naaman Forest High School	Mendez	Chandra	5	Paris Junior College	ADN	Nurse	7/30/2026	
Naaman Forest High School	Mendoza	Rodrigo	1	University of Texas	BS	Teacher	7/30/2026	
Naaman Forest High School	Walker	Lindsae	0	University of North Texas	BA	Teacher	7/30/2026	
Naaman Forest High School	Yee	Robert	12	California State University	BA	Teacher	7/30/2026	
				Northern Arizona University	MA			
North Garland High School	Carlton	Pennington	5	University of South Alabama	BS	Teacher	7/30/2026	
North Garland High School	Johnson	Natalie	0	Stephen F Austin State University	BA	TEACHER ORCHESTRA	7/27/2026	
North Garland High School	Kay	Mina	26	Sul Ross State University	MS	Teacher	7/30/2026	
North Garland High School	Neal	Ashley	16	Prairie View A & M University	BA	Teacher	7/30/2026	
North Garland High School	Peraza	Javier	10	Delta State University	MA	Teacher	7/30/2026	
Northlake Elementary School	Weimer	Audrey	4	University of West Florida	BA	Librarian	7/30/2026	
				Univeristy of North Texas	M.ED			
O'Banion Middle School	Craggett	Cara	10	Howard Payne University	BM	Counselor	7/22/2026	

July 2026
Professional New Hires List

School/Dept.	Last Name	First Name	Exp	College	Degree	Job Title	Effective Date	Notes
O'Banion Middle School	Hill	Rebecca	0	University of North Texas	BA	Teacher	7/30/2026	
O'Banion Middle School	Krygsman	Rachael	7	Midwestern State University	BA	Teacher	7/30/2026	
				New Mexico State University	MFA			
O'Banion Middle School	Spagnolo	Stella	5	Concordia University	BA	Teacher	7/30/2026	
Parsons Prekindergarten School	Eason	Jan	11	Texas Tech University	BA	Teacher	7/30/2026	
Pearson Elementary School	Boydston	Hardy	6	Baylor University	BA	Teacher	7/30/2026	
Pearson Elementary School	Young	John	0	St. Edwards University	BA	Teacher	7/30/2026	
Rowlett Elementary School	Calhoun	Ashanti	0	Grambling State University	BA	Teacher	7/30/2026	
Rowlett High School	Holt	Joe	18	Texas A&M University Commerce	BS	Coach Assistant	7/20/2026	
Rowlett High School	O'Polka	Carleigh	0	Tarleton State University	BS	Teacher	7/6/2026	
Rowlett High School	O'Polka	Carleigh	0	Tarleton State University	BS	Teacher	7/6/2026	
Sachse High School	Damrah	Noor	0	University of Texas at Dallas	BS	Teacher	7/30/2026	
Sachse High School	Davis	Ryan	11	Harding University	BA	Teacher	7/30/2026	
Sachse High School	Weatherly	Chase	16	Texas Tech University	BA	Teacher/Coach	7/20/2026	
Schrade Middle School	Arredondo	Priscilla	0	University of North Texas	BA	Teacher	7/30/2026	
Schrade Middle School	Brown	Sandra	11	University of North Texas	BA	Teacher	7/30/2026	
Schrade Middle School	Chambers	Alexis	2	American InterContinental University	BBA	Teacher	7/30/2026	
				Mercer University	MA			
Schrade Middle School	Dean	Azadeh	20	University of North Texas	BA	Teacher	7/30/2026	
Schrade Middle School	Mumba	Yanci	19	Lane College	BA	Teacher/Coach	7/27/2026	
Schrade Middle School	Rhodes	Janet	14	Southern University	BA	Teacher	7/30/2026	
				University of Phoenix	M.Ed			
				Concordia University	PhD			
Schrade Middle School	Thomas	Adam	6	Texas Christian University	BME	Teacher	7/27/2026	
Schrade Middle School	Ward	Daniel	8	Texas A & M Univeristy	BA	Teacher	7/30/2026	
				University of Saint Thomas	M.ED			
Schrade Middle School	Webb	Tiffany	15	Paul Quinn College	BA	Teacher/Coach	7/13/2026	
				Prairie View A & M University	M.ED			
Schrade Middle School	Woods	Jordan	7	Wiley College	BBA	Teacher/Coach	7/27/2026	
Sellers Middle School	Ewing	Daniel	0	Southern Methodist University	BA	Teacher Assist. Band Director	7/20/2026	
Sellers Middle School	Kendal	Curtis	11	Texas A & M University	BS	Teacher	7/30/2026	
Sellers Middle School	Moore	Michael	0	Southern New Hamphsire University	BA	Teacher	7/30/2026	
Sellers Middle School	Oleson	Justin	2	Stephen F. Austin State University	BS	Teacher	7/30/2026	Aide to Teacher
Sellers Middle School	Parker	Camryn	0	Concordia University	BA	Teacher	7/30/2026	
Sellers Middle School	Villalobos	Martha	24	University of Texas	BS	Teacher	7/30/2026	
Sewell Elementary School	Woods	Joanette	20	University of North Texas	BA	Counselor	7/28/2026	
				Texas A & M Univeristy	MA			
Shorehaven Elementary School	Grubb	Jessica	1	University of Texas at Dallas	BA	Teacher	7/30/2026	
Shorehaven Elementary School	Robertson	Shania	0	Texas Woman's University	BA	Teacher	7/30/2026	
Shugart Elementary School	Fitzgerald	Madison	8	Texas State University	BS	Librarian	7/30/2026	
Shugart Elementary School	Williams	Dianna	13	Texas Tech University	BS	Teacher	7/22/2026	
				Texas Tech University	M.ED			
South Garland High School	Booker	Corrie	11	Dallas Baptist University	BAS	Teacher/Coach	7/20/2026	
				Dallas Baptist University	M.ED			
South Garland High School	Bronson-Brown	Tangelia	8	University of Southern Mississippu	BA	DIAGNOSTICIAN	7/22/2026	
South Garland High School	Craddock	Keyon	1	University of Texas at Permin Basin	BS	TEacher/Coach	7/20/2026	
South Garland High School	Katherine	Rom	5	High Point University	BA	Teacher	7/30/2026	
				Southern Methodist University	MD			
South Garland High School	Nguyen	Vanton	1	University of North Texas	BS	Teacher	7/30/2026	Finish Year Only During 2025-2026, returning for 2026-2027
South Garland High School	Patterson	Shayne	14	Langston University	BS	Teacher/Coach	7/20/2026	
				University of Texas at Arlington	M.ED			
South Garland High School	Richardson	Joyce	19	University of North Texas	BAAS	Teacher	7/30/2026	
South Garland High School	Rivera	Terin	9	University of Texas at Permian Basin	BBA	Teacher	7/27/2026	
South Garland High School	Sametria	Netsanet	13	University of Texas at Arlington	BA	Teacher	7/30/2026	
				Texas A&M Commerce	MA			
Southgate STEM Elementary	Bentley	Destiny	2	Oklahoma Christian University	BS	Teacher	7/30/2026	
Southgate STEM Elementary	Chen	Elaine	0	The University of Texas at Dallas	BS	Teacher	7/30/2026	
Spring Creek Elementary School	Ridgon	Heather	13	Univesity of North Texas	BS	Teacher	7/30/2026	
				Midwestern State University	MA			
Stephens Elementary	Reyes	Allyn	2	Stephen F. Austin State University	BA	Teacher	7/30/2026	
Stephens Elementary School	Martin	Gabrionne	7	University of North Texas	BA	Teacher	7/30/2026	
				Western Governors University	MA			
Stephens Elementary School	Molina	Melanie	0	Texas A & M University	BS	Teacher	7/30/2026	

July 2026
Professional New Hires List

School/Dept.	Last Name	First Name	Exp	College	Degree	Job Title	Effective Date	Notes
Stephens Elementary School	Olvera-Castellanos	Noe	18	Mexico - Tecnologico de Monterrey	BA	Teacher	7/30/2026	
Walnut Glen Academy for Excellence	Amparo	Quick	12	University of Texas at Arlington	BA	Teacher	7/30/2026	
Walnut Glen Academy for Excellence	Malone	Molly	7	University of Texas	BS	Teacher	7/30/2026	
Watson Technology Center for Math & Science	Ortiz	Vianca	0	Colorado Christian University	BA	Teacher	7/30/2026	
Watson Technology Center for Math & Science	Vazquez	Aracely	3	Texas A&M University	BED	Teacher	7/30/2026	
Weaver Elementary School	Ferow	Ariam	2	The University of Texas at Dallas	BS	Pathologist	07/13/2026	
Webb Middle School	Gregg	Elgin	20	Texas Tech University	MA	Band Teacher	7/20/2026	
Webb Middle School	Hook	Jordan	5	University of Texas Dallas	BA	Teacher	7/27/2026	
Webb Middle School	Horton	Alexander	2	Universidad de Caldos	BA	Teacher	7/30/2026	
Webb Middle School	Berdon	Dana	17	East Texas A&M University	M.ED	DIAGNOSTICIAN	7/22/2026	
Webb Middle School	Usera	Yolanda	8	Dakota State University	MA	Teacher	7/30/2026	

July 2026
Resignation and Retirement List - Paraprofessionals

Approved to Date: 198
Current: 17
Total: 215

School/Dept.	Name	Job Title	Experience	Reasons	Effective Date
Abbett Elementary School	Hernandez, Isabella	Aide/SPED ECSE Inclusion	1 year with GISD	Resignation/Career Change	5/26/2026
Armstrong Elementary School	Urrutia, Liane	Aide/Prekindergarten	18 years/4 with GISD	Resignation/Relocation	5/26/2026
Bradfield Elementary School	Mikadze, Mariami	Adie/SPED Behavioral Adjustment	1 year with GISD	Resignation/Personal	5/26/2026
Caldwell Elementary School	Barjas, Lidia	Aide/Instructional SPED IDEA B	1 year with GISD	Resignation/Personal	5/26/2026
Carver Elementary School	Salazar Garcia, Karen	Aide/SPED ABC	5 years/1 with GISD	Resignation/Career Change	5/26/2026
Cisneros Prekindergarten School	Prieto Betancourt, Majela	Aide/Prekindergarten SPED ECSE	2 years with GISD	Resignation/Moving Out of State	5/26/2026
Classical Center at Brandenburg Middle School	Escoto-Romero, Maria	Aide/Counselor	3 years with GISD	Resignation/Health Reasons	5/26/2026
Club Hill STEM Elementary	Lazon Sifuented De Arias, Margarita	Aide/Emergent Bilingual Instructional	10 years with GISD	Resignation/Other Texas School	5/26/2026
Daugherty Elementary School	Rosario Ortiz, Nashira	Aide/SPED CBSE IDEA B	3 years with GISD	Resignation/Career Change	5/26/2026
Harris Hill - Purchasing	Jenkins, Nathaly	Buyer	7 years/2 with GISD	Resignation/Other Texas School	7/24/2026
Luna Elementary School	Maybertry, Shelley	Principal's Secretary	28 years with GISD	Retirement/TRS	12/31/2026
Naaman Forest High School	Bradford, Deana	Attendance Clerk	14 years/11 with GISD	Resignation/Relocation	5/29/2026
Naaman Forest High School	Hammond, Ronny	Aide/Counselor	1 year with GISD	Resignation/Moving Out of State	5/26/2026
Schrade Middle School	Ollison, Nakia	Aide/SPED ABC	4 years with GISD	End of Assignment	5/26/2026
Sellers Middle School	Bonilla, Evelyn	Aide/Office	1 year with GISD	Resignation/Personal	5/26/2026
Sewell Elementary School	Wyatt, Sheridan	Aide/SPED ABC	1 year with GISD	Resignation/Personal	5/26/2026
Stephens Elementary School	Madrigal, Alma	Aide/SPED ABC	20 years/4 with GISD	Resignation/Relocation	5/26/2026

July 2026
Resignation and Retirement List - Professionals

Approved to Date: 712
Current: 107
Total: 819

School/Dept.	Name	Job Title	Experience	Reasons	Effective Date
Abbett Elementary School	Puga, Mayra	Teacher/Art	3 years with GISD	Resignation/Personal	5/27/2026
Abbett Elementary School	Santos, Amanda	Teacher/SPED CBSE IDEA B	15 years/1 with GISD	Resignation/Other Texas School	5/27/2026
Armstrong Elementary School	Scott, Felicia	Support Teacher Title I	21 years/6 with GISD	Other	6/3/2026
Armstrong Elementary School	Stewart, Hannah	School Nurse	4 years/3 with GISD	Resignation/Other Texas School	5/27/2026
Athletics	Williams, Michael	Assistant Director	49 years/5 with GISD	Retirment/TRS	6/29/2026
Austin Academy for Excellence	Toliver, Denise	Teacher/Science 7/8	6 years/5 with GISD	Resignation/Professional Development	5/27/2026
Back Elementary School	Taylor, Kendall	Support Teacher Title I	12 years/8 with GISD	Resignation/Not Working	6/3/2026
Bussey Middle School	Coleman, Ashley	Teacher/PE/Coach	7 years with GISD	Resignation/Personal	5/29/2026
Caldwell Elementary School	Alvarado, Morgan	Support Teacher Title I	10 years/5 with GISD	Resignation/Other Texas School	6/3/2026
Caldwell Elementary School	McCarty, Alexis	Teacher/4th Grade	16 years/13 with GISD	Resignation/Other Texas School	5/27/2026
Carver Elementary School	Littlejohn, Stephanie	Teacher/Kindergarten	11 years/6 with GISD	Resignation/Other Texas School	5/27/2026
Cisneros Prekindergarten School	De Angel, Milder	Counselor Prekindergarten	17 years/2 with GISD	Finish Year Only	7/30/2026
Classical Center at Brandenburg Middle School	Laman, Lawrence	Teacher/English	10 years wjith GISD	Resignation/Other Texas School	5/27/2026
Classical Center at Brandenburg Middle School	Rock, Sarah	Teacher/ESL	13 years with GISD	Resignation/Professional Development	5/27/2026
Classical Center at Vial Elementary School	Hernandez, Abraham	Teacher/1st Grade	3 years with GISD	Resignation/Personal	5/27/2026
Couch Collegiate Prep Elementary	Booker, Amanda	Teacher/Music	2 years with GISD	Resignation/Career Change	5/27/2026
Couch Collegiate Prep Elementary	Morgan, Emily	Teacher/5th Gr.	5 years/4 with GISD	Resignation/Moving Out of State	5/27/2026
Coyle Technology Center for Math & Science	Abla, April	Counselor	23 years/12 with GISD	Resignation/Other Texas School	5/31/2024
Coyle Technology Center for Math & Science	Aguillon, Daniela	Teacher/Assistant Band	10 years/6 with GISD	Resignation/Other Texas School	6/8/2026
Coyle Technology Center for Math & Science	Gable, Myrianne	Teacher/Math 7/8	16 years/2 with GISD	Resignation/Personal	5/27/2026
Coyle Technology Center for Math & Science	Spencer, Geraldo	Teacher/Science 7 8	18 years/3 with GISD	Resignation/Relocation	5/27/2026
Coyle Technology Center for Math & Science	Tishlias, Nicole	Teacher/Dyslexia	13 years/1 with GISD	Resignation/Private School	5/27/2026
Curtis Culwell Center	Wilborn, John	Executive Director	17 years with GISD	Retirement/TRS	6/30/2027
Data and Administrative Systems	Montgomery, Amy	Director	25 years/ 8 with GISD	Retirement/TRS	12/18/2026
Daugherty Elementary School	Dang, Lisa	Teacher/2nd Grade	3 years with GISD	Resignation/Career Change	5/27/2026
Davis Elementary School	Sheffield, Laura	Teacher/Dyslexia	17 years/14 with GISD	Resignation/Personal	5/27/2026
Davis Elementary School	Sifonte Diaz, Elba	Assistant Principal	20 years/3 with GISD	Resignation/Professional Development	6/18/2026
Dorsey Elementary School	Guerrero, Sulyana	Teacher/Prekindergarten	12 years/10 with GISD	Retirement/TRS	7/31/2026
Dorsey Elementary School	Scott, Pamela	Teacher/3rd Grade	10 years/4 with GISD	Resignation/Other Texas School	5/27/2026
Garland High School	Altieri, Leia	Assistant Principal	15 years/11 with GISD	Resignation/Other Texas School	6/29/2026
Garland High School	Bernard, Telly	Teacher/Business Education	23 years/19 with GISD	Resignation/Other Texas School	5/27/2026
Garland High School	Cromer, Cameron	Teacher/Social Studies/Coach	2 years with GISD	Resignation/Relocation	6/8/2026
Garland High School	Montgomery, Daniel	Teacher/Choir Director	15 years/7 with GISD	Resignation/Personal	5/29/2026
Gilbreath Reed Career and Technical Center	Serrano, Rebecca	Assistant Principal	10 years/3 with GISD	Resignation/Other Texas School	6/29/2026
Harris Hill - Communications & Marketing	Murillo, Cesia	Marketing Specialist	3 years with GISD	Resignation/Other Texas School	6/29/2026
Harris Hill - Division of Academics	Adams, Jason	Deputy Superintendent	28 years/27 with GISD	Resignation/Other Texas School	6/15/2026
Harris HIll - Guidance & Couseling	Jackson, Marsona	Couselor Facilitator	18 years/2 with GISD	Resignation/Other Texas School	6/26/2026
Harris Hill - Multilingual	Conry, Jillian	Instructional Specialist Title III	20 years/12 with GISD	Resignation/Personal	6/29/2026
Harris Hill - Multilingual	Phillips, Jennifer	Coordinator Multilingual Program	32 years/2 with GISD	Retirement/TRS	9/30/2026
Harris Hill - Office of Innovation	Jones, Jana	Coordinator Secondary School Design CCMR Readiness	29 years/28 with GISD	Retirment/TRS	6/29/2026
Harris Hill - Office of Innovation	Smallwood, Audrey	Early College Coordinator Title I	24 years with GISD	Resignation/Other Texas School	7/24/2026
Harris HIll - Oracle	Askins, Charles	Business Analyst Developer	11 years/2 with GISD	Resignation/Personal	7/6/2026
Harris Hill - Oracle	Sibak, Sherif	Senior Oracle Applications Developer	5 years with GISD	Resignation/Personal	7/17/2026
Harris Hill - Special Education	Collins Robertson, Stephanie	Director	26 years/3 with GISD	Resignation/Other Texas School	6/29/2026
Harris Hill - Special Education	Havard, Kristi	Assistant Director	22 years/4 with GISD	Resignation/Relocation	6/29/2026
Harris Hill - Special Education	Mason, Hannah	Occupational Therapist	1 year with GISD	Resignation/Not Working	5/28/2026
Harris Hill - Special Education	Smith, Nichole	Coordinator SPED	15 years/7 with GISD	Resignation/Personal	6/29/2026
Harris Hill - Special Education	Watson, Holly	Behavior Specialist BCBA	13 years/1 with GISD	Resignation/Personal	7/31/2026
Heather Glen Montclair Elementary School	Barrios, Irma	Teacher/Bilingual 4th Grade	6 years with GISD	Resignation/Career Change	5/27/2026
Heather Glen Montclair Elementary School	Gonzalez, Jessica	Teacher/4th Grade Bilingual	3 years/1 with GISD	Resignation/Moving Out of State	5/27/2026
Heather Glen Montclair Elementary School	Holland, Elexus	Teacher/5th Gr.	4 years with GISD	Resignation/Health Reasons	5/27/2026
Heather Glen Montclair Elementary School	Windes, Jessica	Teacher/Bilingual 5th Gr.	15 years/9 with GISD	Resignation/Other Texas School	5/27/2026
Heather Glen Montclair Elementary School	Worley, Kristen	Teacher/5th Gr.	23 years with GISD	Resignation/Other Texas School	5/27/2026

July 2026
Resignation and Retirement List - Professionals

School/Dept.	Name	Job Title	Experience	Reasons	Effective Date
Hickman Elementary	Fernandez, Arturo	Teacher/PE	2 years/1 with GISD	Resignation/Other Texas School	5/27/2026
Houston Middle School	Le, Tori	Instructional Coach Title I	6 years/4 with GISD	Resignation/Health Reasons	7/17/2026
Houston Middle School	Smiley, Thomas	Teacher/Choir	15 years/4 with GISD	Resignation/Professional Development	5/29/2026
Jackson Middle School	Hulkewicz, Crystal	Teacher/Mathematics 7/8	31 years/30 with GISD	Resignation/Other Texas School	5/27/2026
Jackson Middle School	Starnes, Deana	Teacher/English 6	25 years/20 with GISD	Resignation/Relocation	5/27/2026
Jackson Middle School	White, Cynthia	Counselor	17 years/2 with GISD	Resignation/Other Texas School	6/3/2026
Lakeview Centennial High School	Dorsey, Judson	Athletic Trainer	17 years/15 with GISD	Resignation/Other Texas School	6/8/2026
Lakeview Centennial High School	Havard, Jessica	Responsive Services Counselor	18 years/2 with GISD	Resignation/Career Change	5/29/2026
Lakeview Centennial High School	Hill, Donnell	Teacher/Social Studies/Coach	2 years/1 with GISD	Resignation/Relocation	6/8/2026
Lakeview Centennial High School	McLemore, Aisha	Teacher/SPED ALE	14 years/11 with GISD	Resignation/Career Change	5/27/2026
Lakeview Centennial High School	Onic, Cameron	Teacher/PE/Coach	9 years/1 with GISD	Other	6/8/2026
Lakeview Centennial High School	Vazia, Syeda	Teacher/Mathematics	5 years with GISD	Resignation/Personal	5/27/2026
Luna Elementary School	Donnellly, Julian	Teacher/Montessori Lower Elementary	9 years/4 with GISD	Resignation/Relocation	5/27/2026
Lyles Collegiate Intermediate	Jimenez, Karen	Counselor	21 years/17 with GISD	Resignation/Relocation	5/27/2026
Lyles Collegiate Intermediate	Williams, Richard	Teacher/PE/Coach	3 years with GISD	Resignation/Other Texas School	5/27/2026
Naaman Forest High School	Anderson-Guillory, Ebony	Teacher/Family Consumer Sciences SAPE	23 years/3 with GISD	Resignation/Other Texas School	5/29/2026
Naaman Forest High School	Davis, Tyler	Teacher/504 Testing Advisor	9 years/8 with GISD	Resignation/Personal	5/27/2026
Naaman Forest High School	Kaegi, Alfredo	Teacher/Science	6 years/4 with GISD	Resignation/Other Texas School	5/27/2026
Naaman Forest High School	Muniz, Eric	Diagnostician	13 years/6 with GISD	Resignation/Other Texas School	5/27/2026
Naaman Forest High School	Pyle, David	Teacher/English	11 years/10 with GISD	Retirment/TRS	5/27/2026
Naaman Forest High School	Shanks, Gina	Teacher/English	11 years/9 with GISD	Resignation/Other Texas School	5/27/2026
North Garland High School	Johnson, Jordan	Teacher/SPED Resources Coach	4 years/2 with GISD	Resignation/Moving out of State	6/16/2026
North Garland High School	Ramirez, Eddie	Teacher/Mathematics	21 years/11 with GISD	Resignation/Relocation	5/27/2026
North Garland High School	Scott, Rebecca	Teacher/AVID/Coach	4 years/1 with GISD	Resignation/Relocation	6/8/2026
Northlake Elementary	Beltz, Norman	Teacher/PE	26 years/24 with GISD	Resignation/Other Texas School	5/27/2026
Northlake Elementary	Hamdan, Amal	Teacher/SPED CBSE IDEA B	5 years/2 with GISD	Resignation/Professional Development	5/27/2026
Northlake Elementary	Morales Rodriguez, Cecilia	Teacher/Bilingual 2nd Gr.	9 years with GISD	Expiration Employment Authorization	5/27/2026
O'Banion Middle School	Cocca, Whitney	Teacher/Science 6	5 years/4 with GISD	Resignation/Other Texas School	5/27/2026
O'Banion Middle School	Morgan, Kiara	Teacher/Family Consumer Sciences MS	11 years with GISD	Resignation/Unsatisfied with Job	5/27/2026
Pearson Elementary School	Garcia, DarKesha	Teacher/5th Gr.	5 years with GISD	Resignation/Career Change	5/27/2026
Rowlett High School	Criswell, Monica	Teacher/Art	11 years/1 with GISD	Resignation/Relocation	5/27/2026
Rowlett High School	Hill, Adrienne	Teacher/Kindergarten	9 years with GISD	Resignation/Career Change	5/27/2026
Rowlett High School	Johnson, Keissan	Teacher/Business Education	1 year with GISD	Resignation/Career Change	5/27/2026
Rowlett High School	Tamayo, Julianna	Teacher/Dance	2 years with GISD	Resignation/Career Change	6/3/2026
Sachse High School	Cofer, Amanda	Teacher/SPED FBE	13 years/11 with GISD	Resignation/Other Texas School	5/27/2026
Sachse High School	Halbach, Stephen	Teacher/SPED Resource	25 years/21 with GISD	Resignation/Other Texas School	5/27/2026
Sachse High School	Rodriguez, Christina	Teacher/Mathematics	16 years/4 with GISD	Resignation/Relocation	5/27/2026
Sachse High School	Ulberg, Amy	Teacher/Mathematics	15 years/6 with GISD	Resignation/Career Change	5/27/2026
Schrade Middley School	Crowley Portillo, Rachel	Teacher/Science 7/8	4 years/3 with GISD	Resignation/Relocation	5/27/2026
Sellers Middle School	Ramirez, Wilfred	Teacher/Math 8/Coach	3 years with GISD	Resignation/Other Texas School	5/27/2026
Sellers Middle School	Seward, Samuel	Teacher/Social Studies 7 8	1 year with GISD	Resignation/Other Texas School	5/27/2026
South Garland High School	Allen, Kerstin	Assistant Principal	20 years with GISD	Resignation/Other Texas School	6/29/2026
South Garland High School	Calderon, Alfonso	Assistant Principal	24 years/5 with GISD	Resignation/Other Texas School	7/13/2026
South Garland High School	Cash, Jolynn	Magnet Advisor Industry Liaison	18 years with GISD	Resignation/Personal	6/18/2026
South Garland High School	Castro, Nelson	Teacher/Spanish	2 years with GISD	Resignation/Other Texas School	5/27/2026
South Garland High School	Jobe, Alisha	Teacher/Agri Science Production	3 years with GISD	Resignation/Other Texas School	5/27/2026
South Garland High School	Lewis, Benjamin	Teacher/Band Director	15 years with GISD	Resignation/Other Texas School	6/17/2026
South Garland High School	Stowe, Melody	School Nurse	11 years/4 with GISD	Resignation/Relocation	5/27/2026
Stephens Elementary School	Shindle, Jessica	Teacher/Music	23 years/17 with GISD	Resignation/Other Texas School	5/27/2026
Toler Elementary School	Derrick, Larinda	Teacher/5th Gr.	13 years with GISD	Resignation/Career Change	5/27/2026
Toler Elementary School	Ridges, Tarvis	Teacher/5th Gr.	5 years/4 with GISD	Resignation/Career Change	5/27/2026
Walnut Glen Academy for Excellence	Hardgrave, Andrea	Teacher/5th Gr.	27 years with GISD	Resignation/Other Texas School	5/27/2026
Webb Middle School	Flick, Aaron	Teacher/PE/Coach	17 years with GISD	Resignation/Other Texas School	5/29/2026
Williams Elementary School	Bailey, Vashoney	Support Teacher Title I	14 years/13 with GISD	Resignation/Career Change	5/27/2026

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Mechelle Hogan, Board Service Manager

Subject: Consider Approval of Minutes of Board Meetings

Action Item

Executive Summary:

Minutes from board meetings are submitted for review and approval.

Administrative Recommendations:

Administration recommends approval.

Recommended Motion for Action Items:

I move to approve the Board Meeting Minutes.

Financial Impact and Funding Source:

N/A if does not apply

Garland Independent School District
Board of Trustees
Minutes of Regular Board Meeting
June 23, 2026

Trustees Present:	Wesley Johnson, James Miller, Larry Glick, Daphne Stanley, Robert Selders, Johnny Beach
Trustees Virtual:	Linda Griffin
Administrators Present:	Dr. Ricardo López, Dr. Ida Perales, Darrell Dodds, Lisa Ray

1. Mr. Johnson, President, called the meeting to order at 5:00 p.m. and announced that a quorum was present, that the meeting was duly called, and that the notice of the meeting was posted for the time and in the manner as required by law. Trustees led the audience in the Pledges of Allegiance to the U.S. and Texas flags.

2. President Johnson announced there would be a Public Hearing held to discuss the District's 2026-2027 Budget and Proposed Tax Rate. The hearing opened at 5:01PM. There were no public comments regarding the hearing's report. The hearing closed at 5:09PM.

3. No speakers addressed the Board during the Public Forum portion of the meeting.

4. The following Information Items were presented:
   - Evidence of Excellence
     - Garland ISD Finance Department for ASBO Certificate of Excellence & GFOA Certificate of Achievement in Financial Reporting
     - Garland ISD Budget Department for TASBO Award of Excellence in Financial Management and ASBO Meritorious Budget Award
     - Garland ISD Purchasing Department for TASBO Award of Merit for Purchasing Operations
   - Introduction of District Administrators

5. Trustees were given an opportunity to share during the Trustees Report on the following subjects:
   - Trustee attendance at recent district and community events
   - Announcement of upcoming district and community events
   - Recognition of outstanding performance by district staff and students
   - Recognition of new programs and special activities
   - Discuss future meeting dates
   - Message from Board President

6. Superintendent Dr. Ricardo López provided a report on recent events.

7. There were no future agenda items requested.

8. On a blanket motion by Mr. Miller and a second by Mr. Glick, the Consent Agenda to include the following agenda items were unanimously approved. The votes are as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye; Mrs. Griffin-Aye (7-0)
   - Human Resources Report

- Consider Approval of Donations Report February 2026 - May 2026
- Board Meeting Minutes
- Consider Approval of Resolution Authorizing Contribution to the Garland Economic Development Partnership
- Consider Approval of Resolution Designating Investment Officers for the District
- Consider Approval of Independent Sources of Instruction for the Training of Investment Officers
- Consider Approval of Qualified Investment Brokers
- 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
- Consider Approval of the Dallas College 2026-27 Dual Credit Agreement
- Consider Approval of Dallas College 2026-27 GHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 GRCTC EMT Agreement
- Consider Approval of Dallas College 2026-27 GRCTC EMT and Fire Science Agreement
- Consider Approval of Dallas College 2026-27 LCHS ECHS Inter Local
- Consider Approval of the Dallas College 2026-27 LCHS P-TECH Inter Local
- Consider Approval of Dallas College 2026-27 NFHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 NFHS P-TECH Inter Local
- Consider Approval of Dallas College 2026-27 NGHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 NGHS P-TECH Inter Local
- Consider Approval of Dallas College 2026-27 RHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 RHS P-TECH Inter Local
- Consider Approval of Dallas College 2026-27 SGHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 SGHS P-TECH Inter Local
- Consider Approval of Dallas College 2026-27 SHS ECHS Inter Local
- Consider Approval of Dallas College 2026-27 SHS P-TECH Inter Local
- Consider Approval of Waiver for Students Taking Dual Credit Courses at Institutions of Higher Education (IHEs) with Calendars of Fewer than 75,600 Minutes
- Consider Approval of Annual Special Education Camera Resolution
- Consider Approval of Homebound Waiver
- New Bids
    - Contract 48-27 - Consider Approval of Purchase of Dish Room Chemical, Sanitation and Services for Student Nutrition Services (SNS)
    - Contract 269-27 — Consider Approval of Purchase of Laminating and Office Machines, Supplies and Services
    - Contract 310-26-02 - Consider Approval of Purchase of Professional Staff Development, Consultant Services, and Materials
    - Contract 325-26 — Consider Approval of Purchase of Testing, Assessment, and Services
    - Contract 394-26-05 - Consider Approval of Purchase of Special Education Services with Mesquite Regional Day School Program for the Deaf
    - Contract 325-26-01 - Consider Approval of Purchase of Rescoring Services

9. On a motion by Mr. Beach and second by Mrs. Stanley, a Parameter Order to Refund Existing Bonds for Garland Independent School District for Debt Service Savings was unanimously approved. The votes are as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye (7-0).

Following additional discussion and deliberation, the previous motion and action was amended. On a motion by Mr. Glick and second by Mr. Beach, the motion to adopt an order authorizing the issuance and sale of “Garland Independent School District Unlimited Tax Refunding Bonds” in one or more series, establishing parameters for the sale and issuance of such bonds, and delegating certain matters to authorized District officials was unanimously approved. The votes are as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye (7-0).

10. On a motion by Mr. Miller and second by Mr. Glick, Budget Transfers and Amendments to the General Fund, Debt Service Fund and Student Nutrition Services Fund for the 2025-2026 School Year were unanimously approved. The votes are as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye (7-0).

11. On a motion by Mr. Miller and second by Mrs. Stanley, the Proposed Budgets for the General Fund, Debt Service Fund and Student Nutrition Services Fund for the 2026-2027 School Year were unanimously approved. The votes are as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye (7-0).

12. On a motion by Mrs. Stanley and second by Mr. Beach, the Resolution Authorizing Contribution to the Rowlett Chamber Foundation was approved with Mr. Glick recusing from the vote. The votes were as follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye; Mr. Glick-Recuse (6-0-1).

13. Mr. Johnson stated that the Board would move into executive session at 6:19 p.m. for purposes permitted in Texas Open Meetings Act, Texas Government Code 551.001 et seq. 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; 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: 1. Consultation and deliberation regarding Superintendent's Contract; and Pursuant to Texas Government Code Section Section 551.072, deliberations about Real Property: A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: 1. Discussion regarding the purchase of the following property: 1714 Rowlett Rd., Garland, TX 75043. The Board reconvened in open session at 7:01 p.m. Mr. Johnson certified that nothing was discussed by the Board in executive session that is not permitted under the Texas Open Meetings Act.

14. On a motion by Mr. Miller and second by Mr. Glick, the Board unanimously approved the Delegation of authority to the Superintendent to negotiate the purchase and final terms of the sale agreement of 1714 Rowlett Rd., Garland, TX 75043. The votes are as

follows: Mr. Beach-Aye; Mr. Johnson-Aye; Mr. Miller-Aye; Mr. Glick-Aye; Mrs. Griffin-Aye; Mr. Selders-Aye; Mrs. Stanley-Aye (7-0).

15. The meeting adjourned at 7:01 p.m.

_____ _____

Wesley Johnson, President
Board of Trustees

Daphne Stanley, Secretary
Board of Trustees

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Ricardo López, Superintendent

Subject: Consider Approval of Naming Portion of Facility at South Garland High School - Tyrese Kendrid Maxey Gymnasium

Consent Agenda

Executive Summary:

In recognition of Tyrese Maxey and his numerous accomplishments on and off the court, the Garland ISD Board of Trustees and Superintendent propose naming the South Garland High School varsity Gymnasium to the Tyrese Kendrid Maxey Gymnasium.

The following proclamation recognizes Mr. Maxey's outstanding achievements as a student-athlete, his successful professional basketball career, and, most importantly, his enduring commitment to the students and families of Garland ISD.

Beyond his accomplishments on the basketball court, Mr. Maxey has remained deeply connected to Garland ISD through regular visits to district campuses, mentorship of students, participation in district events, and continued investment in educational and athletic initiatives. Through the Tyrese Maxey Foundation, he has further demonstrated his dedication to youth development, education, health and wellness, and community engagement, serving as a positive role model for current and future Garland ISD students.

Naming the South Garland High School varsity gymnasium in honor of Tyrese Kendrid Maxey recognizes his extraordinary achievements, exemplary character, and lasting contributions to his alma mater and the Garland community. This designation will serve as a permanent reminder to students that excellence, perseverance, leadership, and service can open doors to limitless opportunities while inspiring future generations of South Garland Colonels to pursue their dreams with integrity and determination.

Administrative Recommendations:

Recommend naming the South Garland High School varsity gymnasium in honor of Mr. Tyrese Kendrid Maxey.

Recommended Motion for Action Items:

Financial Impact and Funding Source:

Anticipated cost of room signage not to exceed $5000
Funding Source: General Funds - 199

GISD
GARLAND INDEPENDENT SCHOOL DISTRICT

Proclamation

WHEREAS, the Garland Independent School District is committed to recognizing individuals whose achievements, character, and dedication bring honor to our schools, inspire future generations, and exemplify the values of excellence, perseverance, and community; and

WHEREAS, Tyrese Maxey is a proud graduate of South Garland High School, where he distinguished himself as an exceptional student-athlete through his leadership, sportsmanship, unwavering work ethic, and commitment to academic and athletic excellence; and

WHEREAS, during his time at South Garland High School, Tyrese Maxey earned statewide and national recognition as one of the premier high school basketball players in the nation, leading the Colonels with distinction while demonstrating humility, integrity, and dedication to his teammates, coaches, and school community; and

WHEREAS, following his graduation, Tyrese Maxey continued his basketball career at the University of Kentucky, where he further developed his talents and earned recognition as one of collegiate basketball's outstanding student-athletes; and

WHEREAS, Tyrese Maxey was selected in the first round of the 2020 National Basketball Association Draft and has since established himself as one of the league's premier players through his exceptional skill, leadership, determination, and commitment to excellence at the highest level of professional basketball; and

WHEREAS, despite achieving success on the national stage, Tyrese Maxey has remained deeply connected to his roots in Garland, consistently demonstrating that his commitment to South Garland High School and Garland ISD extends far beyond his accomplishments on the basketball court; and

WHEREAS, through regular visits to Garland ISD campuses, interactions with students, participation in district events, and continued support of educational and athletic initiatives, Tyrese Maxey has inspired countless young people to pursue excellence in the classroom, in competition, and in their personal lives while reminding them that their dreams are attainable through hard work, discipline, and perseverance; and

WHEREAS, Tyrese Maxey has intentionally used his platform to encourage Garland ISD students to believe in themselves, overcome adversity, and recognize that character, integrity, humility, and service are as important as athletic or academic achievement; and

WHEREAS, through the Tyrese Maxey Foundation, he has expanded his commitment to serving youth and families by creating opportunities that promote education, health and wellness, youth development, and community engagement, while investing in initiatives that empower young people to reach their full potential; and

WHEREAS, Tyrese Maxey's remarkable accomplishments serve as a lasting source of pride for the South Garland High School community and provide a powerful example that greatness can be achieved through discipline, resilience, humility, and an unwavering commitment to one's goals; and

WHEREAS, it is fitting and proper that the Garland Independent School District permanently recognizes Tyrese Maxey's extraordinary legacy by naming the South Garland High School gymnasium in his honor, ensuring that generations of students will be reminded of the excellence, leadership, and inspiration he represents;

NOW, THEREFORE, BE IT PROCLAIMED that I, Garland Independent School District Superintendent of Schools and the Garland Independent School District Board of Trustees hereby officially dedicates and names the varsity gymnasium at South Garland High School in recognition of Tyrese Kendrid Maxey for his exceptional achievements, exemplary character, enduring contributions to his alma mater, and positive impact on the Garland community and beyond.

BE IT FURTHER PROCLAIMED that this dedication shall stand as a lasting tribute to Tyrese Maxey's legacy and as an inspiration for all South Garland High School students to pursue excellence with determination, integrity, and pride.

ADOPTED this 28th day of July 2026, by the Board of Trustees of the Garland Independent School District.

Tyrese Kendrid Maxey Gymnasium

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

_____ _____

_____ _____

_____ _____

_____ _____

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28, 2026**

Presented By: **Lisa Ray, General Counsel**

Subject: **Board Resolution for One Reading of BF Local**

Action Item

Executive Summary:

Garland ISD seeks to amend board policy BF Local to allow one read of policies at a board meeting to promote efficiency. Surrounding districts like Richardson ISD and Mesquite ISD allow this flexibility.

Administrative Recommendations:

For approval.

Recommended Motion for Action Items:

I move to approve the resolution to allow for one reading of BF Local.

Financial Impact and Funding Source:

N/A

BOARD OF TRUSTEES
GARLAND INDEPENDENT SCHOOL DISTRICT
RESOLUTION CONCERNING WAIVING
LOCAL POLICY REQUIREMENT TO FIRST PRESENT
BF LOCAL AS A DISCUSSION ITEM

State of Texas §
§
County of Dallas §

WHEREAS, the Garland Independent School District Board of Trustees has adopted policies BF (Legal) and (Local) to address matters of law and local discretion regarding how Board Policies are presented for adoption and approval at Garland ISD; and

WHEREAS, the Garland Independent School District Board of Trustees local policy require that proposed policies or revisions to policy shall be first presented to the Board as discussion items; and

WHEREAS, the Garland Independent School District Board of Trustees local policy requires that formal adoption of new or revised local policies shall not occur earlier than the next meeting of the Board after discussion; and

WHEREAS, the proposed local policy changes to BF Local allow one read of future policies to allow efficiency and flexibility.

WHEREAS, Garland Independent School District current Board policy BF Local only allows the District to have two readings of proposed changes to policies and future policy changes will be vetted through the Policy Advisory Group and committee meetings, beforehand; therefore,

NOW, THEREFORE, BE IT RESOLVED,

1. BF (Local) policy currently requires that proposed policies or revisions to policy shall be first presented to the Board as discussion items; and

2. For the sake of efficiency and expediency, the proposed change to BF Local should be adopted and approved at the board meeting on July 28, 2026 so local policy changes can be adopted quickly.

3. This waiver is for the adoption of **BF (LOCAL)** for this meeting.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE GARLAND INDEPENDENT SCHOOL DISTRICT, DALLAS COUNTY, TEXAS on the 28th day of July, 2026.

Garland ISD Board of Trustees

_____
Wes Johnson
Garland ISD Board President

Attest:

_____
Daphne Stanley
Garland ISD Board Secretary

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28,2026**

Presented By: **Lisa Ray, General Counsel**

Subject: **BF Local – One Read**

Action Item

Executive Summary:

The proposed changes amend board policy BF Local to allow one read of policies at a board meeting to promote efficiency. Surrounding districts like Richardson ISD and Mesquite ISD allow this flexibility.

Administrative Recommendations:

For approval.

Recommended Motion for Action Items:

I move to approve the recommended changes to policy BF Local.

Financial Impact and Funding Source:

N/A

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation.

Legally referenced policies are not adopted by the Board.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Recommendations

Policies and revisions to policies may be initiated by the Board, the Superintendent, school personnel, or citizens but generally shall be recommended for the Board’s consideration by the Superintendent. The Superintendent shall recommend periodic policy adoptions or revisions to ensure policy compatibility with current needs, philosophies, statutes, rules, and legal interpretations that occur at the federal, state, and local levels.

The Superintendent shall develop or cause to be developed administrative procedures to accomplish policy development and revision. These general procedures shall include the following:

1. Delegation of responsibility to other administrators who shall be responsible for initiating formulation/review in their respective job areas.
2. Standard procedures for informing interested parties about proposed policies.

3. Use of basic format and readily understandable language.

4. Printing and dissemination of policies to Board members and appropriate school personnel.

Adoption and Revision

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

~~Proposed policies or revisions to policy shall be first presented to the Board as discussion items. Formal adoption of new or revised policies shall occur no earlier than the next meeting of the Board, except in cases of emergency~~.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the District's administration building, and the Superintendent shall be responsible for its accuracy and integrity and who shall maintain an historical record of the District's policy manual.

Execution of Policies

While the Superintendent is the primary administrator charged with the execution of Board policies, all employees of the District are subject to and bound by policies adopted by the Board.

All assistant superintendents, deputy superintendents, associate superintendents, and other central office administrators are responsible for advising personnel in their respective organizations that they are subject to and bound by Board policy and by any administrative regulations and guidelines that have been issued in order to implement said policies.

All principals are likewise responsible for advising teachers and staff under their supervision that they are subject to and bound by Board policies and related administrative regulations and guidelines.

Finally, it is the responsibility of every District employee to become familiar enough with Board policy and administrative regulations to ensure informed compliance.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28, 2026**

Presented By: **Lisa Ray**

Subject: **Update 127 – Local Policies**

Action Item

Executive Summary:

Update 127 includes revisions to legal framework documents based in large part on changes to Administrative Code rules after the 89th Legislative Session. Changes to local policies offered for consideration address the following topics:

- BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL
- CAA(LOCAL) FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS
- DC (LOCAL) EMPLOYMENT PRACTICES
- DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT
- DP(LOCAL) PERSONNEL POSITIONS
- DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS
- DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS
- EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS
- FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

Administrative Recommendations:

For approval

Recommended Motion for Action Items:

I move to approve the recommended TASB proposed changes as outlined in Update 127

Financial Impact and Funding Source:

N/A

Explanatory Notes

TASB Localized Policy Manual Update 127

Garland ISD

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

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

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

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

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

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

BDAE(LEGAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF DEPOSITORY

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

BJA(LEGAL) SUPERINTENDENT: QUALIFICATIONS AND DUTIES

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

BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL

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

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

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

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

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

CE(LEGAL) ANNUAL OPERATING BUDGET

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

Garland ISD

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

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

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

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

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

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

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

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

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

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

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

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

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

D(LEGAL) PERSONNEL

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

DC(LEGAL) EMPLOYMENT PRACTICES

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

Garland ISD

DC(LOCAL) EMPLOYMENT PRACTICES

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

DCA(LEGAL) EMPLOYMENT PRACTICES: PROBATIONARY CONTRACTS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework. Also, House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to reflect this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL) TERMINATION OF EMPLOYMENT

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

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

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

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

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

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

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

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

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

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

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

Garland ISD

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

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

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

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

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

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

DK(LEGAL) ASSIGNMENT AND SCHEDULES

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

DL(LEGAL) WORK LOAD

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

DNA(LEGAL) PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

We have removed the note indicating the district may be exempt from provisions in this legal framework.

DNB(LEGAL) PERFORMANCE APPRAISAL: EVALUATION OF CAMPUS ADMINISTRATORS

We have removed the note indicating the district may be exempt from provisions in this legal framework.

DP(LEGAL) PERSONNEL POSITIONS

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

DP(LOCAL) PERSONNEL POSITIONS

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

Garland ISD

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

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

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

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

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

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

DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

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

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

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

EB(LEGAL) SCHOOL YEAR

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

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

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

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

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

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

Garland ISD

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

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

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

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

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

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

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

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

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

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

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

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

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

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

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

Garland ISD

FM(LEGAL) STUDENT ACTIVITIES

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

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

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

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

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

GF(LEGAL) PUBLIC COMPLAINTS

We have added a note indicating that the board has adopted an innovation plan that affects application of provisions in this legal framework.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

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

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

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

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

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

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

Reasons

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

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

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Proposed Nonrenewal

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

Request for Hearing

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

Hearing Procedure

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

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

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

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

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

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

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

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

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

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

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Fraud and Financial Impropriety

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

Definition

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

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

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

Financial Controls and Oversight

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

Fraud Prevention

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

Reports

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

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

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

Protection from Retaliation

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

Fraud Investigations

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

Response

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

Personnel Duties

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

Posting Vacancies

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

Applications

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

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

Recommending Relatives for Employment

A District employee with responsibilities within the District's hiring process shall be prohibited from recommending for hire any person related to that employee within the third degree by blood or marriage.

Employment of Contractual Personnel

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

The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

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

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

Employment Assistance Prohibited

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

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

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

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

Relationships with Former Students

An employee shall not engage in a romantic relationship with a former District student who:

1. Is not yet 21 years of age; and
2. Has graduated from the District within the past two years.

A romantic relationship is characterized by a pattern of exclusivity and shall be determined using criteria outlined in DF(LEGAL).

Tobacco and Nicotine Products and E-Cigarettes

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

Alcohol and Drugs / Notice of Drug-Free Workplace

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

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances ("prohibited 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 prohibited substance.

It is prohibited for an employee, while at work or conducting District business, to have the odor of an alcoholic beverage on their breath or on their person from having previously consumed alcoholic beverages.

[See policy DHE(LOCAL) for information on alcohol/drug testing.]

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.

Misuse of Medication

An employee's misuse or abuse of authorized prescriptions or over-the-counter medications shall be considered a violation of this policy.

Misuse shall be defined as use in a manner not prescribed by a health-care professional, including using someone else's prescription or a personal prescription in a way not directed by a physician.

An employee shall not report for duty if impaired due to the use of prescribed or over-the-counter drugs.

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

1. Any crime constituting a felony; or
2. Any crime constituting a misdemeanor, excluding minor traffic offenses punishable by fine only.

Dress and Grooming

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

Principal Qualifications

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

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

School Counselors

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

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

Qualifications

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

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

School Counselors

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

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

Referral

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

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

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

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

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

Assessments

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

~~Selection~~Matrix or Threshold System

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

Placement Committee

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

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

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

Transfer Students

Interdistrict

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

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

Intradistrict

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

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

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

Funding

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

Community Awareness

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

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 in accordance with the criteria defined by the federal district court.

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

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

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

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

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

Notice of Suspected Criminal Offense

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

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

Reasons

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

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

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

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

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

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

Notice of Proposed Nonrenewal

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

Request for Hearing

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

Hearing Procedure

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

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

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

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

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

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

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

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

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

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

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Fraud and Financial Impropriety

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

Definition

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

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

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

Financial Controls and Oversight

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

Fraud Prevention

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

Reports

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

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

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

Protection from Retaliation

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

Fraud Investigations

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

Response

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

misconduct. These measures shall be presented to the Board for review.

Personnel Duties

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

Posting Vacancies

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

Applications

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

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

Recommending Relatives for Employment

A District employee with responsibilities within the District's hiring process shall be prohibited from recommending for hire any person related to that employee within the third degree by blood or marriage.

Employment of Contractual Personnel

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

The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

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

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

Employment Assistance Prohibited

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

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

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

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

Relationships with Former Students

An employee shall not engage in a romantic relationship with a former District student who:

1. Is not yet 21 years of age; and
2. Has graduated from the District within the past two years.

A romantic relationship is characterized by a pattern of exclusivity and shall be determined using criteria outlined in DF(LEGAL).

Tobacco and Nicotine Products and E-Cigarettes

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

Alcohol and Drugs / Notice of Drug-Free Workplace

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

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances ("prohibited 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 prohibited substance.

It is prohibited for an employee, while at work or conducting District business, to have the odor of an alcoholic beverage on their breath

or on their person from having previously consumed alcoholic beverages.

[See policy DHE(LOCAL) for information on alcohol/drug testing.]

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.

Misuse of Medication

An employee's misuse or abuse of authorized prescriptions or over-the-counter medications shall be considered a violation of this policy.

Misuse shall be defined as use in a manner not prescribed by a health-care professional, including using someone else's prescription or a personal prescription in a way not directed by a physician.

An employee shall not report for duty if impaired due to the use of prescribed or over-the-counter drugs.

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

1. Any crime constituting a felony; or
2. Any crime constituting a misdemeanor, excluding minor traffic offenses punishable by fine only.

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

Qualifications

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

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

School Counselors

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

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

Referral

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

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

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

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

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.

Identification Criteria

Assessments

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

Matrix or Threshold System

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

Placement Committee

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

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

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

Transfer Students

Interdistrict

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

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

Intradistrict

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

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the

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

Funding

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

Community Awareness

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

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 in accordance with the criteria defined by the federal district court.

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

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

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

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

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

Notice of Suspected Criminal Offense

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

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

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28,2026**

Presented By: **Lisa Ray, General Counsel**

Subject: **BDF Local – One Read**

Action Item

Executive Summary:

The proposed changes amend board policy BDF Local to allow the formation of a Governmental Affairs advisory group. The purpose of the Governmental Affairs advisory group shall be to collaborate with the Superintendent in formulating legislative priorities, contacting and engaging with elected officials at the local, state and federal levels and monitoring state legislation affecting public education. This advisory group shall be comprised of three Board members, including the Board President and two board members appointed by the Board President.

Administrative Recommendations:

For approval.

Recommended Motion for Action Items:

I move to approve the recommended changes to policy BDF Local to allow the formation of a Governmental Affairs advisory group.

Financial Impact and Funding Source:

N/A

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

Advisory Committees

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

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

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

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

Board Advisory Groups

The Board President shall appoint Board members to the following Board advisory groups: Agenda Review, Policy Review, Governmental Affairs and Internal Audit. Each advisory group shall include District staff and support the Superintendent and/or designee(s) with recommendations for Board review at 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 committee shall be comprised of three Board members, including:

- The Board President;
- One member from the current finance, facilities, and operations committee; and
- One member from the academic and District affairs committee.

Governmental Affairs

The function of the Governmental Affairs advisory group shall be to collaborate with the Superintendent in formulating legislative priorities, contacting and engaging with elected officials at the local, state and federal levels and monitoring state legislation affecting public education. This advisory committee shall be comprised of three Board members, including:

- The Board President;
- Two members appointed by 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:

1. Assist the Board in discharging its oversight responsibility;
2. Review, revise, and approve the internal audit plan for the upcoming year;
3. Meet periodically with the internal auditor and review all reports and direct corrective action or improvements, if necessary and consistent with the Open Meetings Act;
4. Review communications from the internal auditor; and
5. Receive updates on the implementation of internal audit recommendations.

This advisory group shall be comprised of three Board members, including:

- The Board President;
- One member from the current finance, facilities, and operations committee; and
- One member from the academic and District affairs committee.

Transacting Business

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

Dissolution

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

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: **July 28, 2026**

Presented By: **Lisa Ray, General Counsel**

Subject: **FDA Local – One Read**

Action Item

Executive Summary:

The proposed changes amend board policy FDA Local to allow flexibility in allowing out of district transfer students to enroll in Garland ISD. Administrative regulations will be developed to further outline the process.

Administrative Recommendations:

For approval.

Recommended Motion for Action Items:

I move to approve the recommended changes to policy FDA Local.

Financial Impact and Funding Source:

N/A

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Authority

The Superintendent or designee is authorized to accept or reject any nonresident transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of a school year shall be permitted to continue in attendance for the remainder of the school year, so long as the student's enrollment does not place the District out of compliance with federal or state law.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent shall consider availability of space, compliance with federal court-ordered ethnic balance, instructional staff, and the student's disciplinary history, attendance records, and academic records. Administrative regulations shall be developed to allocate out of district transfers.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District.

In accordance with the District's innovation plan, the District is exempt from the requirement for transfers to be for a one-year period. Therefore, violation of the terms of the agreement may result in revocation of the agreement during the school year or a transfer request not being approved the following year.

Exceptions

A resident student who becomes a nonresident during the course of a school year may be granted a time extension to remain in District schools as provided below.

Senior Year Privilege

A student who finishes grade 11 as a legal resident of the District and then becomes a nonresident student may complete the senior year in the District, provided the student is projected to have a sufficient number of credits to graduate at the end of the school year. The Superintendent or designee shall, on a case-by-case basis, review a student's eligibility regarding the credits needed for graduation.

Underclassmen Privilege

An underclassman who begins the school year as a legal resident of the District and who becomes a nonresident student during the course of a semester shall be permitted to continue in attendance for the remainder of that semester before being withdrawn. The student must complete an out of District transfer form and be accepted to continue their enrollment in the District.

A resident grade 11 student who becomes a nonresident student during the second semester of the junior year and who is permitted to finish the junior year shall not be eligible to remain in the District for the senior year.

Children or Grandchildren of Nonresident Employees

A full-time employee who does not reside in the District may request that his or her child or grandchild be admitted into District schools by filing an application with the Superintendent or designee. A transfer shall be granted on a tuition-free basis for as long as the employee continues to be employed by the District, subject to this policy and provisions of the applicable guidelines. Upon the parent's, grandparent's, or guardian's separation from employment from the District for any reason, the transfer shall be revoked, and the student shall no longer be eligible to attend District schools unless the student resides in the District.

A full-time employee may request transfer status for his or her child or grandchild immediately upon employment or any time during the school year. Application timelines and placement of a child of a nonresident employee shall be in accordance with administrative guidelines. A child of a nonresident employee eligible to enroll under this provision shall participate in the choice period under the Freedom of Choice plan. As long as a student is continuously enrolled at a campus, the student may continue to attend the same campus in subsequent grades, even if the campus later becomes closed. Children or grandchildren of nonresident employees must participate in the choice process when transferring from prekindergarten to kindergarten, from fifth to sixth grade, and from eighth to ninth grade.

A school transfer for a child of a nonresident employee shall be decided by the same provisions as all other students.

Tuition-Based Programs

Residency in the District shall not a requirement for a child of a District employee to be eligible for enrollment in any tuition-based program.

Early Admission

A student and his or her parent or legal guardian who live outside the District on the first day of school and who present verifiable documentation that the parent or student will reside within the District prior to the end of the first grading cycle may apply to the Superintendent or designee for permission to begin the school year

in a District school. Satisfactory evidence includes, but is not limited to, a contractual agreement (lease, rental, purchase) for a residence within the District. The Superintendent or designee shall, on a case-by-case basis, review the requests for early admission.

A student granted early admission shall attend the school he or she would have otherwise attended as a new student to the District, provided there is space available for the student under ethnic balance and/or student capacity standards.

UIL Eligibility

When the student and his or her parent or legal guardian do not reside within the District but the student is allowed early admission under this policy, the student shall not be eligible for participation in varsity UIL activities until the student actually moves into the District. Should the move-in occur after school has started, a 15-day waiting period is required before the student can participate in a varsity UIL activity.

False Information

A student who is allowed to enroll or remain in the District based on information that is false or untrue, or based on information that becomes untrue because of changed circumstances, shall be withdrawn immediately upon discovery of the false or untrue information.

Tuition

The Board shall determine annually the amount of tuition to be charged, within statutory limits.

Transportation

The District shall not provide transportation for a nonresident student who transfers into the District from an out of District location.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Ricardo López, Superintendent

Subject: Discussion and Possible Action to Approve Endorsement of Candidate for Region 10, Position D, on the TASB Board of Directors

Action Item

Executive Summary:

The Board of Trustees will consider the recommendation to approve the endorsement of a candidate for Region 10 Position D, on the TASB Board Directors.

Administrative Recommendations:

Approve the selected candidate and complete the endorsement form to be submitted to TASB prior to the submission deadline, August 1, 2025.

Recommended Motion for Action Items:

I move to approve the endorsement for the TASB Region 10, Position D Board of Director's Seat.

Financial Impact and Funding Source:

N/A

TASB Director Candidates

*Indicates Large District Director Positions
(I) Incumbents

REGION/POSITION	DIRECTOR	DISTRICT	TERM
Region 2	Kristi Littleton (I)	Port Aransas ISD	2026–2028
Region 4, Position A	Marques Holmes (I)	Humble ISD	2026–2027
Region 4, Position B	Winford Adams, Jr.	Spring ISD	2026–2029
	Ann Williams	Alief ISD	
Region 4, Position G*	Shirley Rose-Gilliam	Fort Bend ISD	2026–2029
Region 6, Position B*	Vacant	Conroe ISD	2026–2028
Region 8	Thomas Darden (I)	Cooper ISD	2026–2029
Region 10, Position D	Nichole Bentley	Coppell ISD	2026–2029
	Marvin Bobo	Lovejoy ISD	
	Cyndi Darland	Princeton ISD	
	DeAndrea Fleming	DeSoto ISD	
	Lee Guidry	Italy ISD	
	Harvey Oaxaca	McKinney ISD	
	Jessica Ward	Midlothian ISD	
	Denishea Williams	Cedar Hill ISD	
Region 10, Position E*	Dynette Davis (I)	Frisco ISD	2026–2029
Region 11, Position C	Justin Chapa (I)	Arlington ISD	2026–2029
Region 13, Position B	Ana Cortez	Manor ISD	2026–2029
	Stephen Mackey (I)	Blanco ISD	
	Ed Navarette	Florence ISD	
Region 14	Cameron Wiley	Wylie ISD-Taylor County	2026–2029
Region 15	Ami Mizell-Flint	San Angelo ISD	2026–2029
	Tim Wilson	Brownwood ISD	
Region 20, Position A	Florinda Bernal	Southwest ISD	2026–2029
	Ginger Friesenhahn (I)	East Central ISD	
	Jaclyn Gonzales	Uvalde CISD	
	Louie Luna	Harlandale ISD	
	Mary Belle Unger-Robles	Southside ISD	
Region 20, Position B*	Karla Duran	Northside ISD-Bexar County	2026–2029

Updated: 6/24/26

TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Board action must be taken no earlier than June 26, 2026, and no later than August 21, 2026*

This endorsement was approved by our school district's board of trustees at a duly called meeting on

_____.
(Date)

Best regards,

_____
(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 21, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Babetta Hemphill, Executive Director of Student Services
Ms. Mary Garcia, Director of Student Engagement and Support Services

Subject: Consider Approval of 2026-2027 Dallas County JJAEP MOU

Information Item

Executive Summary:

For this Agenda item, Trustees will receive the 2026-2027 Memo of Understanding with the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

Chapter 37 of the Texas Education Code requires that juvenile boards and independent school districts work cooperatively to provide alternative education programs in counties with a population of 125,000 or more. 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.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Administrative Recommendations:

During the 2025–2026 school year, the Memorandum of Understanding was substantially revised to incorporate legislative changes resulting from the 89th Texas Legislature, including the expansion of mandatory expulsion offenses under House Bill 6. Those changes significantly increased the number of offenses requiring **mandatory** placement in the Dallas County Juvenile Justice Alternative Education Program (JJAEP), particularly for certain off-campus felony offenses.

Trustees may recall that last year's revisions expanded mandatory expulsion provisions, updated funding provisions, and aligned the MOU with the new requirements of House Bill 6. As anticipated, Garland ISD experienced a significant increase in JJAEP placements during the 2025–2026 school year. (see below) However, all of these placements involved mandatory felony offenses, with the largest majority occurring off campus. Because mandatory placements are funded by the Texas Juvenile Justice Department (TJJD), the increase in placements did not result in additional placement costs to Garland ISD.

2025-2026 JJAEP Placements	63 Placements	63 Mandatory	0 Discretionary
2024-2025 JJAEP Placements	5 Placements	1 Mandatory	4 Discretionary

The 2026–2027 Memorandum of Understanding contains only two minor clarifying revisions. These revisions do not change current district practices; they simply clarify the district's responsibilities for specified special education services (students needing occupational therapy, dyslexia, speech, or a full-time aide) and establish a daily rate of no more than $114 for discretionary JJAEP placements.

The administration recommends approval of the 2026–2027 Dallas County Juvenile Justice Alternative Education Program Memorandum of Understanding.

Financial Impact and Funding Source: N/A

2026-2027

1673 Terre Colony Ct
Dallas, TX 75212

Memorandum of Understanding

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 ("TEC"), Chapter 37, and is effective upon execution of the participating district. The Parties to this Agreement are those whose signatories are listed and execute this Agreement as set forth on the signature page(s) of this Agreement.

I. ADMINISTRATION OF Dallas County Juvenile Justice Alternative Education Program ("DCJJAEP")

The DCJJAEP shall administer the educational portion of the DCJJAEP program; shall maintain all educational records applicable to the ISDs with regard to the status and the ultimate disposition of each student assigned to the DCJJAEP and shall provide the necessary curriculum, including but not limited to special education and bilingual services, in accordance with the TEC and federal law as they exist or may be amended, and; other such responsibilities normally associated with the administration of educational services. All personnel providing services in the DCJJAEP program will strive to provide an educational program for the students at the DCJJAEP that meet high academic standards.

The DCJJAEP shall conform to the standards and guidelines of the Texas Juvenile Justice Department. Furthermore, the DCJJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

2.1 The parties to this MOU acknowledge that TEC §37.011(a) requires that every expelled student in a county with a population of 125,000 or greater 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 DCJJAEP to provide educational services to all expelled students of Dallas County.

2.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law. If, during the period of expulsion, 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, another appropriate administrator, or the Board may issue an additional disciplinary order as a result of those proceedings. DCJJAEP will work with the respective ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the DCJJAEP will be served following completion of the student's initial placement in DCJJAEP. Discipline will not run concurrently.

2.3 Students who are removed from their "home campus" on a discretionary offense according to the TEC Chapter 37 must go directly to the District's Disciplinary Alternative Education Program. These removals may be considered as a DCJJAEP discretionary placement on a case-by-case basis and review of that ISD's student code of conduct.

2.4 In order to avoid-undue disruption of the educational process, each ISD shall notify the DCJJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the DCJJAEP without delay following the conclusion of the expulsion hearing of a regular education student including all required documentation. DCJJAEP administration will begin contacting the student's parent/ guardian to schedule an intake orientation and start date upon receipt of all necessary documentation. If the parent/ guardian fails to schedule or complete an intake orientation after reasonable attempts made by the DCJJAEP, the student may be referred back to the sending district for further action. In assigning a term of expulsion, the expelling ISD shall assign a term of not less than thirty (30) school days. Administrators of the ISD and DCJJAEP may agree on deviations from the minimum and maximum length of stay or placement on a case-by-case basis. A term of removal shall require successful completion of the assigned term. A successful school day is determined by the appropriate administrator at the DCJJAEP giving consideration to factors including but not limited to the student's attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the DCJJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence.

2.5 If the student is expelled under any mandatory or felony expulsion provision the referral to the DCJJAEP requires a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. All mitigating factors should be considered prior to student placement for a HB6 off campus felony infraction If a student is removed to DCJJAEP under the registered sex offender provision, the referral to DCJJAEP requires official documentation of this registration.

2.6 All expulsions referred to the DCJJAEP require the sharing of records. For this reason, the ISDs designate the DCJJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the DCJJAEP. Similarly, DCJJAEP designates the ISDs as school officials with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the ISDs and DCJJAEP will be maintained in accordance with the Family Education Rights and Privacy Act ("FERPA") and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records. DCJJAEP shall be under the direct control and supervision of the referring district, with respect to its use of student data. DCJJAEP may not re-disclose the information to a third party without prior written consent from the parent or eligible student or as permitted by law. DCJJAEP must destroy any student information received from the referring district when no longer needed for the purposes listed in this Agreement, unless required by law to maintain that information.

Texas Family Code §58.0051, Interagency Sharing of Education Records, is hereby incorporated into this Agreement:

(a) In this section:

(1) "Educational records" means records in the possession of a primary or

secondary educational institution that contain information relating to a student, including information relating to the student's:

(A) identity;
(B) special needs;
(C) educational accommodations;
(D) assessment or diagnostic test results;
(E) attendance records;
(F) disciplinary records;
(G) medical records; and
(H) psychological diagnoses.

(2) "Juvenile service provider" means a governmental entity that provides juvenile justice or prevention, medical, educational, or other support services to a juvenile. The term includes:

(A) a state or local juvenile justice agency as defined by Section §58.101;
(B) health and human services agencies, as defined by Section §531.001, Government Code, and the Health and Human Services Commission;
(C) the Department of Family and Protective Services;
(D) the Department of Public Safety;
(E) the Texas Education Agency;
(F) an Independent School! District
(G) a juvenile justice alternative education program;
(H) a charter school;
(I) a local mental health authority or local intellectual and developmental disability authority;
(J) a court with jurisdiction *over* juveniles;
(K) a district attorney's office;
(L) a county attorney's office; and
{M) a children's advocacy center established under Section §264.402.

(3)"Student" means a person who:

(A) is registered or in attendance at a primary or secondary educational institution; and
(B) ages 10 or older.
(C) grades 5 through 12.

(b) At the request of a juvenile service provider, an independent school district or a charter school shall disclose to the juvenile service provider confidential information contained in the student's educational records if the student has been:

(1) taken into custody under Section §52.01; or
(2) referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision.

(c) An independent school district or charter school that discloses confidential information to a juvenile service provider under Subsection (b) may not destroy a record of the disclosed information before the seventh anniversary of the date the information is disclosed.

(d) An independent school district or charter school shall comply with a request under Subsection (b) regardless of whether other state law makes that information confidential.

(e) A juvenile service provider that receives confidential information under this section shall:

(1) certify in writing that the juvenile service provider receiving the confidential information has agreed not to disclose it to a third party, other than another juvenile service provider; and
(2) use the confidential information only to:
    (A) verify the identity of a student involved in the juvenile justice system; and
    (B) provide delinquency prevention or treatment services to the student.

(f) A juvenile service provider may establish an internal protocol for sharing information with other juvenile service providers as necessary to efficiently and promptly disclose and accept the information. The protocol may specify the types of information that may be shared under this section without violating federal law, including any federal funding requirements, A juvenile service provider may enter into a memorandum of understanding with another juvenile service provider to share information according to the juvenile service provider's protocols. A juvenile service provider shall comply with this section regardless of whether the juvenile service provider establishes an internal protocol or enters into a memorandum of understanding under this subsection unless compliance with this section violates federal law.

(g) This section does not affect the confidential status of the information being shared. The information may be released to a third party only as directed by a court order or as otherwise authorized by law. Personally identifiable information disclosed to a juvenile service provider under this section is not subject to disclosure to a third party under Chapter 552, Government Code.

(h) A juvenile service provider that requests information under this section shall pay a fee to the disclosing juvenile service. provider in the same amounts charged for the provision of public information under Subchapter F, Chapter 552, Government Code, unless:

(1) a memorandum of understanding between the requesting provider and the disclosing provider.
    (A) prohibits the payment of a fee;
    (B) provides for the waiver of a fee; or
    {C) provides an alternate method of assessing a fee;
(2) the disclosing provider waives the payment of the fee; or
(3) disclosure of the information is required by law other than this subchapter.

2.7 The expulsion order, when forwarded to the DCJJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior STAAR scores, transcript, home language survey, immunization records, and any pertinent disciplinary records. When applicable, special education records that include the most recent Admission, Review, and Dismissal (“ARD”) Committee Meeting, Individualized Education Plan (“IEP”), and manifestation determination are required. Districts will invite the DCJJAEP special education consultant to review special education records when convening a Manifestation Determination Review (MDR).

2.8 Each ISD in Dallas County that chooses to expel a student from the ISD for serious misbehavior under TEC §37.007(c) shall adopt the definitions of "serious" misbehavior in 2.9 below in its own student code of conduct. This may result in expulsion from the District Alternative Education Program. The student may be subject to expulsion for serious misbehavior only if the student is already in a school District Alternative Education Program,

and engages in, or continues to engage in the serious misbehavior that violates the district's student code of conduct. Those students expelled under TEC §37.007(c), classified as "serious", will be billed in the amount of one hundred fourteen dollars ($114.00) per day for all days the student is assigned and in attendance at the DCJJAEP starting on the date of enrollment as outlined in Paragraph 8.3.

2.9 "Serious Misbehavior": shall include, but is not limited to, the following offenses that occur on school premises:

A. Deliberate violent behavior that poses a direct threat to the health and safety of others
B. Extortion {gaining of money or property by force of threat.)
C. Coercion as defined by Texas Penal Code ("PC") Sec. §1.07 (a)(9); it means a threat, however communicated:
    a.) to commit an offense;
    b.) to inflict bodily injury in the future on the person threatened or another;
    c.) to accuse a person of any offense;
    d.) to expose a person to hatred, contempt or ridicule;
    e.) to harm the credit or business repute of any person; or
    f.) to take or withhold action as a public servant, or to cause a public servant to take or withhold action.
D. Public Lewdness (PC §21.07)
E. Indecent Exposure (PC §21.08)
F. Criminal Mischief (PC §28.03)
G. Personal Hazing (TEC §37.152)
H. Harassment (PC §42.07(a){1)) of a student or employee

2.10 In the event that a student becomes a danger to himself, DCJJAEP personnel, or other students within the program, or becomes a disruption of the learning environment so severe as to make it detrimental to the other students within the DCJJAEP program, the DCJJAEP administration shall reserve the right to refer the student to the Juvenile Probation Office and /or refer those students back to their home campus for evaluation. Each ISD will be notified of the referral to the Juvenile Probation Office of any special education. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the Individuals with Disabilities in Education Act ("IDEA").

III. STUDENT REMOVAL & REVIEW OF PLACEMENT

3.1 TEC §37.303 requires the ISD's to remove a registered sex offender from the regular classroom upon receipt of notice under Article 15.27 or Chapter 62 of the Texas Code of Criminal Procedure. This removal should be to an appropriate placement for a term of at least one semester. Funding for students placed in the DCJJAEP under TEC §37.303 shall be in the same manner and amounts as for other expelled students in Section I, Section II and Section VI herein.

3.2 For the purpose of placement in the DCJJAEP program a semester shall be defined as one full semester. Unless both DCJJAEP and the district agree otherwise, Students entering into the program more than halfway through a semester must complete that semester as well as the following full semester before transitioning the student back to a regular education setting.

3.3 TEC §37.306 requires that at the end of that full semester the school district shall convene a committee to review that removed student's placement.

That committee shall, by statute, consist of:

3.3.1 Classroom teacher from the campus the student would otherwise be assigned within the ISD;

3.3.2 The student's parole or probation officer or, if no assigned officer, a representative for the juvenile department;

3.3.3. An instructor from the DCJJAEP alternative education setting;

3.3.4 A school district administrator or their designee; and

3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine whether the student should be returned to the regular classroom setting or remain in the DCJJAEP. If the committee recommends that the student be returned to the regular classroom setting, the ISD's board of trustees or designee, shall return the student to such setting unless it determines that the student's presence in the regular classroom is a threat to the safety of others; is detrimental to the educational process; or is not in the best interests of the district's students.

3.4 If a student remains in the alternative setting, the board of trustees or designee, of the originating ISD shall before each school year convene the committee to review the student's placement, as outlined above.

IV. TRANSPORTATION

4.1 Transportation to the DCJJAEP is the responsibility of the sending district.

4.2 The sending district should provide the parent information on transportation at or during the expulsion process.

V. OPERATION OF THE DCJJAEP

5.1 The DCJJAEP calendar will operate on 6 week grading periods with 184 total instructional days and over 75,600 minutes.

5.2 While a student is attending the DCJJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.

5.3 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule; every six weeks for the 2026-2027 school year.

5.4 Students enrolled in the DCJJAEP shall be provided the opportunity to be assessed through all required State of Texas assessments. The home districts shall be responsible for making these tests available. A DCJJAEP teacher will administer the tests on the DCJJAEP campus.

5.5 The DCJJAEP shall accept students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the DCJJAEP if removed to the DCJJAEP by an ISD on a case-by-case basis. Special education students may be served beyond the age of 17 to the extent required by law.

5.6 To the extent technology is available at the DCJJAEP, students enrolled in DCJJAEP will be provided internet access for curricular activities, in accordance with DCJJAEP Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the DCJJAEP.

5.7 Transitional assistance for students at the DCJJAEP will be provided to assist with the transition from the DCJJAEP back to the student's home campus.

5.8 Students enrolled in DCJJAEP will be subject to a standardized dress code displayed in the Dallas County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.

5.9 The DCJJAEP shall adopt a student code of conduct in accordance with TEC §37.001.

VI. SPECIAL POPULATIONS

6.1 The DCJJAEP and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP.

6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the DCJJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the DCJJAEP program.

6.3 In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the DCJJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services the DCJJAEP shall implement and be responsible for the academic elements of any program and the expelling ISD shall implement and deliver any required related Services.

6.4 37 Texas Administrative Code Section § 348.208(b), - Program Requirements English as a Second Language (ESL), is hereby incorporated:

(1) The DCJJAEP, in collaboration with the sending school district, must ensure that a student who is non English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC).

(2) Documentation of LPAC determinations must be maintained.

"English as a Second Language" services and instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the DCJJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. This should be monthly communication between the District LPAC and the DCJJAEP.

6.5 37 Texas Administrative Code Section § 348.208(c), Program Requirements Section 504 Eligible Students, is hereby incorporated:

(1) The DCJJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee.

(2) Documentation of Section 504 eligibility determinations must be maintained.

6.6 School Districts that refer a student with disabilities that are of a nature that it would require specially designed instruction (i.e., dyslexia, speech, occupational therapy, full time aid) is at the responsibility of the sending ISD.

VII. STUDENT ATTENDANCE / TRUANCY CONDUCT

7.1 DCJJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending DCJJAEP, attendance will be taken on a daily basis and cross referenced with a student sign-in sheet. This attendance will be sent by email to the sending district on Friday of each week. for those districts who require weekly notification. (An attendance day is indicated as an instructional day, in which a student is enrolled and present for a minimum of 4 hours that day.)

7.2. If a child has unexcused absences for 10 or more days or parts of days in a 6-month period, the school district will be notified of this truant conduct. It is the responsibility of each ISD to impose remedial orders in accordance with TEC §§ 25.085 and 25.0951, and Texas Family code § 51.03(b)(2), upon finding a student is a “child in need of supervision” due to noncompliance with compulsory school attendance requirements. Within (two) 2 working days, the DCJJAEP shall report this truant conduct to the appropriate enforcement agency. It will be the responsibility of the home district to take proper measures on that student with the appropriate court in their district. This information will also be forwarded by DCJJAEP staff to the child's probation officer if one applies.

7.3. Each district shall assign a person within their district to. act as the "truancy" contact.

This person shall be notified within the required two (2) day period, as well as the child's parent, Dallas County Juvenile Probation will be notified if the child has an assigned probation officer.

7.4. DCJJAEP shall place a student on "inactive status" as defined in 37 Texas Administrative Code §348.210. "Inactive" is the attendance status assigned where the student is maintained as enrolled and not counted as absent or present from the DCJJAEP roster. A student shall be placed on "inactive status" for the following reasons;

(a) Student is assigned to juvenile detention;
(b) student is truant as defined by Texas Family Code §51.03{b)(2), (absences from school on ten (10) or more consecutive days or parts of days within a 6 month period in the same school year or on three (3) or more days or parts of days within a four (4) week period);
(c) student is a documented runaway;
(d) student has an extended illness documented by a medical professional.

Inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence.

7.5. DCJJAEP will "suspend" a student assigned to the DCJJAEP if that student has continuously violated the DCJJAEP Student Code of Conduct. This suspension could last up to (3) three school days. "Suspended" student attendance will be counted like "inactive" students where the attendance will not be counted absent or present from the DCJJAEP.

7.6. A student assigned to the DCJJAEP that remains on “inactive” status for 30 consecutive days of non-attendance shall be withdrawn from the DCJJAEP program as directed in 37 Texas administrative Code §348.210(d)(3). The withdrawal will take place on the 31st consecutive day of absence.

VIII. FUNDING

8.1 Region 1O Education Service Center (Region 10) shall serve as Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with TEC §37.012.

8.2 All ISD's in the MOU must pay a $3,000 annual administrative fee.

8.3 The base rate, as established by the DCJB will be charged for each discretionary expulsion student enrolled in DCJJAEP. The base rate for those students admitted to the DCJJAEP for the 2026-2027 school year shall be an amount not to exceed one hundred fourteen dollars ($114.00) per student, per day in attendance. The base rate includes an administrative fee of ten dollars and forty-two cents ($10.42) per day payable to the Fiscal Agent. Mandatory offenses are not charged to the districts. They are paid for by the Texas Juvenile Justice Department (“TJJD”).

8.4 The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in DCJJAEP, nor shall an ISD be charged for students placed at DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the "actual cost" of the DCJJAEP pursuant to TEC §37.0081

IX. GENERAL CONDITIONS

9.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.2 Any notice under the terms of this agreement by either party to the other shall be in writing, by registered or certified mail, and return receipt requested. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cheryl Lee Shannon, Judge 305th District Court, 2600 Lone Star Drive, Dallas, TX 75212 or Hiram Lynn Hadnot, 2600 Lone Star Drive, Dallas, TX 75212. Notice to all other ISDs shall be made to the physical address of their administrative offices. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provision of this agreement.

9.3 The individuals executing the Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this agreement to do so on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this agreement and that each individual affixing his or her signature hereto is authorized to do so, and authorization is valid and effective on the date hereof.

9.4 This Memorandum of Understanding, including any 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.

9.5 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.

9.6 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.

9.7 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.

9.8 This agreement will go into effect from the date signed until July 31, 2027.

9.9 Neither Dallas County nor any other party to this agreement 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 agreement and performance of the functions and obligations described herein.

9.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

9.11 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. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.

9.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Dallas County, Texas.

Executed on the ___ day of ____, 2026

Judge Cheryl Lee Shannon
Chairperson of the Juvenile Board
Dallas County, Texas

Duncanville ISD

H. Lynn Hadnot
Executive Director of Juvenile Services
Dallas County Juvenile Justice Board

Garland ISD

Dallas County Juvenile Justice
Alternative Education Program

Grand Prairie ISD

Fiscal Agent
Region 10 Education Service Center

Highland Park ISD

Carrollton Farmers Branch ISD

Irving ISD

Cedar Hill ISD

Lancaster ISD

Coppell ISD

Mesquite ISD

Dallas ISD

Richardson ISD

DeSoto ISD

Sunnyvale ISD

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Michael Ruiz, Executive Director of Elementary Academics
Jeanine Boyett, Coordinator of Library Media Services

Subject: Library Resources Approval

Action Item

Executive Summary:
During this agenda item, trustees will receive request for approval to acquire the posted materials in alignment to Texas Senate Bill 13 (SB 13). Campus librarians have compiled titles requested for their campuses. After submitting, resources are vetted by campus librarians and reviewed by Library Media Services. The district has posted the consolidated list of proposed library materials for a minimum 30-day public review period on the District website, providing an online avenue for parent/community input and ensuring transparency prior to Board action.

The list of requested materials is posted on the District's website for your reference:
https://garlandisd.net/academics-ccmr/school-libraries/library-materials-selection

Administrative Recommendations:
Administration recommends approval.

Recommended Motion for Action Items:
Move to approve the acquisition of new Library Resources as presented to the Board of Trustees.

Financial Impact and Funding Source:
NA

Elementary

Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Gifts from the Garbage Truck	Larsen, Andrew,	5	2-4	As a child whose mother taught him to reuse and recycle cast-offs, Nelson Molina enjoyed picking up discarded items, repairing them, and turning them into gifts for his siblings. As a man, he collected garbage in two ways. His job was to take garbage bags full of trash left by New York City residents and load them into a dump truck. But his mission was to discover treasures in the trash and take them back to the office, where he cleaned and saved the ones that seemed worth keeping. He displayed them atop his coworkers' lockers.	IRC
Ballet Brown	Woodard, Bellen	1	Lower Elementary	Bellen Woodard adores ballet and always looks forward to reaching new heights. Though as a very young dancer, she notices that pink shoes and pink or white tights — often referred to as ballet pink — are synonymous with ballet. She realizes that the purpose of "ballet pink" is to blend with a dancer's arms and legs. What about welcoming brown tights, shoes — and more — in the same way? When her dance studio doesn't act, Bellen takes matters into her own hands and creates a way for all of us to see the "many beautiful colors of dance" — coining a new term in the process and naming it "ballet brown."	Handley STEM
I Wish I Had a Polar Bear with Ice Cream	Alber, Diane	series (NYP 5/5/2026)	lower elementary	An imaginative follow-up to I Wish I Had a Dragon with Marshmallows from the author of the Little Spot of Feelings series! It all started when I wanted to play outside... When a little boy wishes that he had a polar bear to bring him ice cream, he couldn't have known that the wish would come true! But what happens when the polar bear brings more ice cream than he could ever eat? Kids will love this adorable story about ice cream, polar bears, and the power of imagination and play!	Dorsey
Fight or Flight	Kinney, Jeff	series (NYP 10/20/2026)	middle grade (ages 8-12)	When the going gets tough, what's a wimpy kid to do? In Fight or Flight, Greg Heffley faces his biggest challenge yet as he becomes a target for the school bully. Luckily for Greg, his best friend, Rowley Jefferson, takes karate, so at least Greg's got someone in his corner. But an unexpected twist makes Greg realize he's facing an uphill battle. Will Greg step into the ring or throw in the towel? One thing's for sure--Fight or Flight is a knockout!	Dorsey

Elementary

Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
River of Spirits	Targosz, Shana	4	upper elementary	Senka lives between the realm of the Living and the realm of the Dead. As ward to Charon, the Ferryer of the Underworld, Senka assists in ferrying recently departed souls across the river and into their afterlife. Although Charon has taught her many Rules about life in the Underworld, there is much he avoids telling her. Though she doesn't understand why the Rules are so important, she listens--she must heed them in order to become an official Ferryer, just like Charon. Then a Living girl, Poppy, enters the Underworld to plead for help in finding the ghost of her brother. Poppy's grief tugs at Senka's heart--but helping Poppy goes against the very Rules Senka is so desperate to follow. When Poppy is yanked away by the river's current, Senka leaps to save her, and she and Poppy are swept downriver, far from everything Senka has ever known. Lost in the Underwild, Senka and Poppy encounter malevolent spirits of lore and eccentric ghosts--and not all are willing to let souls slip through their grasp. Senka knows the Living can't stay in the realm of the Dead for long, and if Poppy isn't returned home soon, she will risk becoming lost to the Underworld forever. But as Senka travels deeper into the Underwild, she discovers there are secrets her guardian has kept from her, including the mystery surrounding her own existence. As Poppy and Senka dodge angry demigods, hungry wraiths, and terrifying dragon chimera, Senka gets closer to learning the truth of her own past. Soon, Senka won't just need to save Poppy's life--she'll also need to save her own.	Dorsey
Relic of Thieves	Targosz, Shana	2	upper elementary	An ordinary girl's longing to return to the way things were sets off a chain of events that lands her and her best friend in the Underwild in this second book in the New York Times bestselling middle grade fantasy series The Underwild--perfect for fans of Greenwild and Rick Riordan. The best ways Anya knows how to cope with the struggles life throws her way is to keep her head down, stay invisible, and stick close to her best friend, Lizzie. Lizzie has been Anya's rock since second grade. Together, they pretend the world away. But when Lizzie moves out of state, Anya is left adrift and desperately lonely. One day, Anya follows a strange girl home from school and is shocked to see her go into the home of the woman who everyone in town swears is a witch. As Anya spies on the pair, she realizes the woman really does have magic--including a set of magical keys that can deliver you anywhere you want to go...keys that could reunite Anya with Lizzie. Anya has seen all she needs to; as soon as she has the chance, she steals the keys. But magic always has a price. The keys do bring Anya to Lizzie, but then the girls are transported to the dark and chaotic world of the Underwild. Before long, Lizzie is snatched away by a terrible creature! Now wracked with guilt and paralyzed by fear, Anya has no choice but to trust the girl from school, Senka, when she unexpectedly shows up and offers to help. But can Anya find the bravery locked away deep inside herself in time to rescue her friend?	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The Mighty	Winick, Judd	2	upper elementary	Miranda's an average kid trying to make it through the school day--but is she also the SUPERHERO known as THE MIGHTY?! Get ready for mega-sized adventure and fun! Welcome to Willow City--home to the one and only Miranda Luna! Miranda loves her life in Willow City exactly as it is. But lately everything seems to be changing. Crime is up in the city. Bullying is up at school. Even Miranda's family is acting weird. It feels like everything is out of her control...even her own body! (What's with all this hair? And where did this super-strength come from?!) The world needs someone to fix things. There's a local legend about a giant, furry, mythical creature who has always kept Willow City safe in times of need. But that doesn't have anything to do with Miranda...right? Does Miranda have what it takes to be the hero that Willow City needs..and the person she was born to be?	Dorsey
Pizza and Taco Scariest Sleepover Ever!	Shaskan, Stephen	series (NYP 7/21/2026)	lower elementary	Pizza and Taco's sleepover night is about to begin! They have their sleeping bags, their friends are arriving, and their Best Sleepover Ever playlist is on! Pizza, Taco, and their friends are not allowed to watch a scary movie, but you know what's just as awesome and shivery? GHOST STORIES! Pizza and Taco won't get too scared, right?!	Dorsey
Froggy: A Pond Full of Pals!	Walshe, Paige	3	lower elementary	Froggy is just a small, slimy guy trying to navigate the big wide pond, and there's no end of sticky situations for him to get caught up in! A small pond like any other lies in the forest, but dwelling in this pond is no ordinary Froggy. He's a little bit of a klutz, and making friends with local wizards, falling foul of Mrs Possum whilst trying to steal her blueberries, and getting into scraps with Crayfish Craig are all in a day's work for this slimy guy. Learning how to deal with big feelings, big magic spells, and big fish in the big world can be a lot for a little frog, but he's not giving up any time soon.	Dorsey
Dino Poet: Pen Pals	Angleberger, Tom	series	lower elementary	Dino Poet wants to help Frog write his first poem, but there's a problem--Frog doesn't think he's a writer! What if his poems are bad? What if he can't come up with ideas? Lucky for these pals, the wide, wild world is full of inspiration--and danger. Dodging volcanoes and carnivores, the two friends meet a bunch of new poetry pals: two-word poems with Iguanodon, beat poetry with Parasaurolophuses. And then there's the dreamy archaeopteryx named Hope, who just might inspire the world's first love poem.	Dorsey
Detective Beans: Adventures in Cat Town	Chen, Li	series	lower elementary	The world's cutest cat detective is back on the case in this indie bestselling series. Li Chen's newest Detective Beans adventures are a must-read for anyone who loves mystery stories, cute animals, and hilarious original storytelling. Detective Beans is back on the case! In this series of mysteries and adventures, the world's cutest cat detective comes to the aid of her fellow villagers, searching for a cookie thief (with surprising results!), aiding a deceptive duck in the recovery of lost goods, and even doing his best to help a confused bear prove that the moon is made of cheese. In addition to these small capers, Adventures in Cat Town features behind-the-scenes footage of the crime-solving documentary directed by Beans best friend, Biscuits, as well as comics, stories, and even horoscopes illustrated by Beans himself.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Roar	Bajaj, Varsha	3	upper elementary	Rohan loves animals--especially tigers--so he's beyond thrilled when he gets to fly to India and stay near the tiger sanctuary where his grandfather works. At last, a chance to observe tigers in real life--especially Arya and her twin cubs--and when Ro finally sees them, the experience is even more breathtaking than he'd imagined. When signs of poachers are discovered, he's distraught, and unfortunately that's not the only threat the tigers face--protesters have assembled to support a mining company that would encroach upon the tigers' space. Rohan knows there are always two sides to an argument, and the mines might provide jobs, but it's clear to him that he must be on the tigers' side. Then a horrible crime occurs, filling him with determination to do all he can to make sure people know how important it is to protect the tigers.	Dorsey
Stronger Than	Grimes, Nikki	2	lower elementary	Renowned author Nikki Grimes and debut picture book writer Stacy Wells (Choctaw) lend their resonant voices to award-winning artist E. B. Lewis's (Lenni Lenape) rich watercolors in this story of a Black Choctaw boy who finds strength in the example and history of his ancestors. When Dante struggles with nightmares, his mother believes learning his family's history will help him cope. The roots on both sides of his family tree run deep, with stories of survival through events Dante's mother calls "daymares." Taking discovering his heritage into his own hands, Dante finds out hard truths--but also a love that shines through generations and, finally, a strength to sleep through the night. Features author and illustrator notes, historical references, a glossary, and a note from Heartdrum author-curator Cynthia Leitich Smith.	Dorsey
El misterio de la rana invisible	McDonald, Andrew	series	upper elementary	It's a bird! It's a plane! It's--wait, it really IS a bird! Take another look, because what looks like an ordinary pigeon might just be a hero saving your butt! Don't miss this hilarious illustrated series perfect for fans of DOG MAN. The REAL PIGEONS are ready for anything. A MONSTER who is draining every bath in the city? A breeze! A PRANKSTER causing trouble in a beach town? Psh! A shadowy BAD GUY who wants to take over the world? Not a problem...right? No one can protect a city like this team of crime-fighting heroes. But who will protect the Real Pigeons when they don't even know how to SWIM?	Dorsey

Elementary					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Dear Acorn (Love, Oak)	Sidman, Joyce	5	lower elementary	Told through poetic letters, this inventive collaboration from Newbery Honor winner Joyce Sidman and two-time Caldecott Honor artist Melissa Sweet reveals the everyday conversations between "big" and "little" objects in our ecosystem. Delightful! Dear Sky, Hello! It's me, Bubble! I'm here! Someone's breathed me awake! What is it like to be little? What is it like to be big? Award-winning poet Joyce Sidman explores both in this lyrical picture book. Whether it's a small bubble writing to the enormous sky, or a mighty oak reassuring its tiny acorn, these surprising and delightful poems examine how we're all connected--in both big and small ways. Brilliantly illustrated by Caldecott artist Melissa Sweet, Dear Acorn (Love, Oak) will have readers dreaming up messages of their own to this big, beautiful world.	Dorsey
You are the Land	Littlebird, Steph	4	lower elementary	You Are the Land is a vivid ode to belonging within a family, within a community, and within the natural world. From the day she's born, a child feels the love and power that come with being part of something bigger. She's a new spring leaf, alive and growing, as strong as the ancient cedars and as radiant as the glittering night sky. She is one with the amazing forces of nature that surround and nurture her, and that she nurtures in return. Through inspiring words and sweeping illustrations, renowned author-artist Steph Littlebird's stunning debut celebrates our connection to the land and shows how we perfectly mirror its beauty and resilience.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The True Ugly Duckling: How Hans Christian Anderson Became a Swan	Nickel, Sandra	2	lower elementary	Picture book biography of one of the most iconic storytellers of all time, Hans Christian Andersen, illustrated by papercut artist Calvin Nicholls He brought to life stories and characters that millions have loved: A one-legged tin soldier who yearned for love. A poor little match girl. A mermaid who gave up her voice for a prince. But who was Hans Christian Andersen? He was a "strange child." An ugly duckling. Even his mother said so. He didn't seem to think like, or look like, anyone around him. But while his tender heart was bruised by ridicule, it responded by driving an unstoppable urge to create, to entertain. If he couldn't act he would dance, if he couldn't dance he would sing, and if he couldn't sing ... well, maybe he had stories to tell. With each rejection and defeat, Hans would soothe himself by making art with scissors and whatever was handy. A bit of cloth, a piece of paper. Until one day... Structured like a fairy tale, this is the story of how Hans Christian Andersen took all the parts of his life--whether painful or transcendent--and used them to create books that have touched children the world over. This is the first picture book biography of Andersen to be told through a lens that takes into account what scholars now know of his neurodiversity. Anderson, for instance, often told stories while keeping his hands busy by making paper-cut art. In this spirit, the remarkable illustrations by Calvin Nicholls are all created as paper-cut soft sculptures. A fresh, and uniquely beautiful look at one of the world's greatest storytellers.	Dorsey
Goldfinches	Oliver, Mary	4	lower elementary	Have you heard them singing in the wind, above the final fields? Have you ever been so happy in your life? Mary Oliver, winner of the National Book Award and the Pulitzer Prize, is one of America's most beloved poets. Introducing her unforgettable words to children for the very first time, her poem "Goldfinches" joyfully observes the power of the natural world as only Mary Oliver can. Illuminated by the exquisite mixed-media artwork of Caldecott Honoree Melissa Sweet, Goldfinches fills the reader with wonder for the beauty around them and gratitude for the ability to bear witness to it.	Dorsey
Ripples	Yamasaki, Katie	2	lower elementary	From beloved picture book creator Katie Yamasaki: an idyllic river trip and a celebration of connections--to family, community, and the natural world. A young girl and her Aunty set sail on their river raft, basking in each other's company and in the beauty of the world around them--the sun sparkling on the water, the birds soaring over the mountains, the frogs and butterflies that gather in the reeds. Along the way, they pass friends and families engaged in caring for one another--sharing food, tending wounds, celebrating birthdays, and telling stories--who ultimately join them in cleaning litter and trash from the river. Celebrated artist Katie Yamasaki's newest picture book is a nuanced, lyrical celebration of our connections to each other and the environment. With electric, eye-catching illustrations, Ripples reminds us of the value of care and the ways we can perform it--for each other, and for the world around us.	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Miriam's Dream: The Story of Mariam Al-Shaar and Her Food Truck of Hope	Boukarim, Leila	3	lower elementary	women-run kitchen in the Bourj Al-Barajneh refugee camp in Beirut, Lebanon. This is a story about how one woman can make a huge difference. Once Mariam decides to start a food business in the refugee camp where she's spent her whole life, she must see her dream through. She will need money. She will need the right papers. People will tell her it's impossible. They will tell her not to risk it. But with the women of the camp behind her, she is determined to make it happen. Discover the joys of cooking, the power of community, and the flavors of Palestine, Iraq, Syria, and Lebanon in this poignant story written for anyone who has ever felt walled in and dreamed of something more. "Food and words have long been an important part of Palestinian resistance. This uplifting picture book perfectly utilizes both while sharing a story of hope and liberation in the face of injustice." --Hannah Moushabeck, award-winning author of Homeland: My Father Dreams of Palestine "Bravo! Mariam's Dream teaches young readers what resilience means and works as an excellent, supportive example for kids' own self-empowerment. At the same time, it blows apart stereotypes of subservient Arab women and the helplessness of refugees." --Cathy Camper, award-winning author of Ten Ways to Hear Snow, Arab Arab All Year Long!, and the Lowriders series	Dorsey
Making light bloom: Clara Driscoll and the Tiffany lamps	Nickel, Sandra	5	lower elementary	The untold story of Clara Driscoll, a nature lover with the mind of a creative innovator and the unsung genius who designed and engineered the iconic Tiffany lamp. Drawing inspiration from her childhood gardens, Clara Driscoll created designs for Louis C. Tiffany's stained glass windows. Clara had such a flare for glass that Tiffany put her in charge of a special workroom, staffed with women--called the Tiffany Girls. But Clara wanted more. She wanted to create a three-dimensional work that would make light bloom. So she figured out how to engineer a lamp--how to shape and bend glass and light it so that her designs sprung to colorful, vivid life. Today, we all recognize Tiffany lamps, but we almost forgot the woman who created them. Extensive back matter features more information about Clara Driscoll, her letters, and her design and manufacturing process, as well as bibliography and sources.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Dragonflies of glass: the story of Clara Driscoll and the Tiffany girls	Rubin, Susan Goldman	5	lower elementary	From award-winning kids' nonfiction author Susan Goldman Rubin, and radiantly illustrated by Susanna Chapman, the picture book Dragonflies of Glass celebrates the innovation, determination, and ambition of the brilliant woman artist behind the world-famous Tiffany glass In the mid-nineteenth century, most women who weren't raising families became teachers or nurses. But Clara Driscoll longed to be an artist, drawing inspiration from nature: from every flower, weed, dragonfly, and even cobweb, on her family's farm. After moving to New York City in 1888, Clara was hired at the renowned Tiffany Glass Company, where Mr. Louis Comfort Tiffany was known for creating gorgeous stained-glass windows for churches, theaters, and libraries. Impressed by her talent at choosing and cutting glass, Mr. Tiffany eventually put Clara in charge of her own staff of 35 women designers. These "Tiffany Girls" sketched intricate patterns, chose dazzling colors and precise shapes, and carefully soldered and placed each piece of glass to create stunning lamps, murals, windows, vases, and clocks. Yet their names weren't always credited on the finished pieces, and when Clara designed the "Wisteria" lamp that would become Tiffany Studios' most famous, everyone assumed that Mr. Tiffany had designed it. Today, Clara Driscoll's work lives on in museums, galleries, and private collections around the world, including hundreds of pieces housed by The Metropolitan Museum of Art. Written by award-winning kids' nonfiction author Susan Goldman Rubin and radiantly illustrated by Susanna Chapman, Dragonflies of Glass celebrates the innovation, determination, and ambition of the unsung women behind many of Tiffany Studios' masterpieces. Includes a list of places where Driscoll's Tiffany art can be found; examples of Driscoll's Tiffany lamps and archival photographs; endnotes; and a bibliography.	Dorsey
The true story of vanilla: how Edmond Albius made history	Richards, Ann	2	upper elementary	In 1841, a 12-year-old enslaved boy, Edmond Albius, made history when he discovered how to hand-pollinate vanilla plants using a bamboo twig. Until that time, only bees in Mexico could pollinate the plant--botanists couldn't figure out another way. With his master, Edmond travelled around Reunion Island to share his technique, le geste d'Edmonde (Edmond's gesture), which is still in use today. Despite his important achievement, as an enslaved person Edmond didn't receive payment or recognition for his contribution to science, eventually dying in poverty after being freed from slavery in 1848. Today it is recognized that Edmond's method of pollination was key to bringing vanilla to the world, helped to create a billion-dollar industry and gave us the flavor we love to use in cooking, baking, medicine and, of course, ice cream.	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Bats Beneath the Bridge	Nolan, Janet	1 NF	lower elementary	More than one million bats nest under the Congress Avenue Bridge in Austin, Texas, and fill the sky every evening from spring to fall. Discover how the people of Austin, Texas, stopped being afraid of the more than one million bats nesting under the Congress Avenue Bridge and, instead, welcomed them. This true story includes a foreword by bat biologist Dr. Merlin Tuttle, who came to Austin to advocate for the colony by educating residents about the ways in which bats are good for the environment, and for humans too. Now, tourists from all over the world come to Austin to watch the Brazilian free-tail bats fill the sky every evening in early spring.	Dorsey
His fairytale life: a book about Hans Christian Andersen	Yolen, Jane	4	lower elementary	The storyteller becomes the story in this illuminating biographical picture book of Hans Christian Andersen, father of the modern fairy tale. A century and a half have passed since Hans Christan Andersen's death, but his stories are more alive than ever. Across languages, borders, and disciplines, his timeless creations have left a footprint beyond measuring. Now, come along back to the beginning and meet the human that came before the legend. He was a boy who lived with a mother who could not read, but remembered every fairy tale she'd been told... Appropriately penned by Jane Yolen, who Newsweek has called "the Hans Christian Andersen of America," His Fairytale Life is as immersive and transporting as all good fairy tales should be. Each page sings with Brooke Boynton-Hughes's dazzlingly intricate illustrations. Classics lovers and Disney fanatics alike will cherish this dreamy tome.	Dorsey
Tell Me About Juneteenth	Nash, Kortney	3	lower elementary	Celebrate Juneteenth with this empowering picture book! On June 19th, 1865, the last enslaved African Americans were finally freed in Galveston, Texas. Every year, our community comes together to honor this special day. We play hopscotch, eat spice cake, and listen to music, but what about the first Juneteenth? As family and friends recount their memories and stories of Juneteenths past, a young girl learns about the holiday's longstanding history and traditions. Filled with bright art, accessible language, and informational back matter, this educational book joyfully welcomes readers to the block party!	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Gold rush: the untold story of the First Nations women who started the Klondike gold rush	Delargy, Flora	1 NF	upper elementary	A powerful illustrated book that tells, for the very first time, the story of the courageous women of the Klondike Gold Rush. Written and illustrated by Northern Irish artist Flora Delargy, the award-winning illustrator of Rescuing Titanic, this exquisitely illustrated story of quiet bravery tells, in rich detail, how Shaaw Tlaa (Kate Cormack), a First Nations woman, discovered the gold that led 100,000 gold diggers to descend on the region. Set against the powerful backdrop of the Yukon valley, with forbidding mountains and rickety railway tracks cutting through the snow, this stunning book shows young children how gold was discovered and how it possessed the popular imagination. It explores the towns that popped up overnight, the treacherous journeys people made to cross the forbidding Yukon landscape, the building of epic railways, and the resilience and injustices experienced by the First Nations people whose towns became inundated by gold-diggers and the legacy of the Gold Rush. Flora Delargy's style takes in minute and exhilarating non-fiction details, from the beautifully rendered train tickets and maps of the mountains, diagrams of railway bridges, a step-by-step look at how to pan for gold, to breathtaking illustrations of the Yukon mountains.	Dorsey
Lighthouse ladies: shining a spotlight on hardy heroines	Coronado, Kris	2	lower elementary	The derring-do of Shark Lady meets the inspiration of Mae Among the Stars in the true stories of four intrepid and diverse women of history as they battle weather and waves to save sailors at sea. Kris Coronado's debut nonfiction picture book, perfect for fans of Hello, Lighthouse, is brilliantly illustrated by Islenia Mil. Ahoy! To man a lighthouse over a century ago in America required guts, courage, and bravery. It was a job tackled by hundreds every day, many of whom . . . were not men! This true tale chronicles the amazing feats of four fascinating women. Each real lighthouse lady featured in this book--whether she's on a wind-walloped Hawaiian clifftop or an icy channel off the Virginia coast--shows that girl power was around long before it became a popular phrase.	Dorsey
The Secret world of Spiderwebs	Beccaloni, Jan & Namasri Niumim	2	lower elementary	Despite their familiarity, spiderwebs are drastically underappreciated, and without them, the world as we know it would be overrun by insects. From classic orb webs and spectacular tent webs to hidden trapdoor webs and water webs that attach to the surface of a flowing river, The Secret World of Spiderwebs reveals the incredibly diverse ways spiders catch their prey. The book explores how and why spiders build webs and features close to fourteen kinds of webs made by spiders from many different environments around the world. Revealing the artistry of these incredible natural structures, this book brings to life the spider-created natural wonders that are essential to life on earth. Featuring foil-stamped illustrations that accentuate the intricacy of spider-web designs, The Secret World of Spiderwebs is a remarkable, beautiful, and spine-tingling tribute to spiders.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The world entire: a true story of an extraordinary World War II rescue	Brown, Elizabeth	5	lower elementary	Here is the true and powerful story of Aristides de Sousa Mendes, who, against his government's commands, helped refugees flee France to escape the Nazis by granting visas that allowed them entry to Portugal. In one of the greatest individual acts of rescue in World War II, Mendes saved many thousands of people, including the artist Salvador Dali; H.A. and Margret Rey, the creators of Curious George; professors of medicine, biology, and physics who would go on to teach in America; and thousands of others whose lives are less known but no less precious. He and his family paid dearly for it, but Aristides never regretted his actions, believing to the very end of his life that every life is worth saving.	Dorsey
Hummingbird vs Moth	Sommer, Nathan	NF series (NYP coming 8/1/2026)	upper elementary	Who will win this fight? Hummingbirds are colorful and smart. Moths adapt to fend off enemies! In this exciting matchup, hi-lo text compares our two competitors, including habitats and fighting skills. Fun features and action-packed photos highlight each animal's range, stats, and secret weapons. A battle at the end determines who will land on top!	Dorsey
Lamprey vs Catfish	Sommer, Nathan	NF series (NYP coming 8/1/2026)	upper elementary	Lampreys have many rows of teeth! Catfish ambush prey! Which underwater animal will come out on top? Action-packed text explores fighting strengths of both animals. Stunning photos and fun features draw attention to secret weapons, stats, and more! A final battle will decide which animal comes out on top.	Dorsey
Octopus vs King Crab	Sommer, Nathan	NF series (NYP coming 8/1/2026)	upper elementary	Octopuses are incredibly smart. King crabs are big! They can be over 20 pounds! Which ocean animal will win this battle? In this title, hi-lo text explores the abilities and strengths of both animals. Exciting photos and features show off the animals' range, habitats, secret weapons, and fun facts. A fierce battle at the end will have readers on the edge of their seats!	Dorsey
Water Buffalo vs Dhole Pack	Sommer, Nathan	NF series (NYP coming 8/1/2026)	upper elementary	Water buffalo are large, with fearsome horns and a big herd to back them up. Dholes work together in packs to take down prey! This thrilling matchup takes readers through Southeast Asia to meet our competitors. Hi-lo explores the animals' habitats, range, and skills. Special features and high-quality photos highlight secret weapons and stats. Who will win this fierce battle?	Dorsey
Wild Robot	Brown, Peter	8	upper elementary	When robot Roz opens her eyes for the first time, she discovers that she is all alone on a remote, wild island. She has no idea how she got there or what her purpose is--but she knows she needs to survive. After battling a violent storm and escaping a vicious bear attack, she realizes that her only hope for survival is to adapt to her surroundings and learn from the island's unwelcoming animal inhabitants.	IRC
Remember Her Name! Debbie Allen's Rise to Fame	Charles, Tami	2	lower elementary	Young Debbie Allen was blocked from the local dance school in the 1950s Jim Crow American South. In order to allow Debbie to pursue her dream, Debbie's mother moved with her to Mexico where Debbie studied at the Ballet Nacional de Mexico. When they returned to Texas, Debbie was admitted to the Houston Ballet Foundation as the company's first Black dancer, and a legendary career began. Inspired by award-winning and NYT best-selling author Tami Charles's interviews with living legend and dancer/actor Debbie Allen, this is an ode to creativity and perseverance, as well as an amazing history of a pivotal time in Debbie's life.	Dorsey

Elementary

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Barefoot Books America's Founding Myths... and What Really Happened	Mihaly, Christy	2 (NYP coming 6/26/2026)	upper elementary	Have you ever wondered… Did Christopher Columbus REALLY discover America? What REALLY happened at the first Thanksgiving? Did Paul Revere REALLY shout “The British are coming!”? It’s time to pull the curtain back on these well-known myths to find out what REALLY happened and where these stories we’ve heard over and over again came from.	Dorsey
The dream builder's blueprint: Dr. King's message to young people	Duncan, Alice Fay	5	upper elementary	This riveting found poem for kids based on Martin Luther King Jr.'s "Street Sweeper" speech is creatively interpreted in this nonfiction picture book written by acclaimed author Alice Faye Duncan, accompanied by gorgeous artwork by award-winning illustrator E. B. Lewis. In a speech delivered in 1967, Dr. Martin Luther King Jr. provided his young audience with life lessons: You count. Black is beautiful. Achieve excellence. Make a better world. Believe in nonviolence. Keep going! Today, award-winning author Alice Faye Duncan reinterprets King's speech as a motivational erasure poem in The Dream Builder's Blueprint, accompanied by spirited and inspired art by Philadelphia-born illustrator E. B. Lewis. Highlighting principles of excellence, activism, and compassion that remain relevant and necessary today, this book has a universal message that's ideal for parents, librarians, and teachers looking for a book that distills Dr. King's principles to a level that kids can understand. Included in the book is an author's note that explains found poetry forms like the erasure poem and provides background information on the Civil Rights movement and Dr. King's inspiring speech at Philadelphia's Barratt Junior High School.	Dorsey
Writing toward justice: the life and reporting of Alice A. Dunnigan	Thomas, Peggy	2	upper elementary	Meet Alice Dunnigan, a pioneering Black journalist, who spoke truth to power--and earned the respect of President Harry S. Truman. This inspiring nonfiction picture book for kids ages 7-10 is from award-winning author and illustrator Peggy Thomas and Tonya Engel. Alice Dunnigan knew all about injustice--she was the daughter of poor Black sharecroppers in Kentucky. But Alice also knew the key to fighting injustice was to speak out. At 13 years old, she wrote to a Black newspaper asking for a job--and got it! It was only the beginning. After many years of hard work as a teacher, a cleaner, a typist, and a journalist, Alice became the first Black woman in the Capitol Press Corp. But one person was still beyond her grasp, a person who needed to be held accountable: President Truman. Would he keep his promise to support civil rights for Black Americans? By scrimping and saving for a ticket on the president's cross-country train tour, Alice was able to meet the president and win him over to her cause: justice. Alice Dunnigan used her words as a moving force, writing America toward justice, a journey beautifully captured by author Peggy Thomas and illustrator Tonya Engel.	Dorsey

Elementary

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When Paul Revere rode: voices from the first night of the American Revolution	Thomson, Sarah L	3	lower elementary	Poems, prose, and dramatic art show how ordinary people, as well as famous ones, played vital roles during the night of Paul Revere's ride and the beginning of the American Revolution, in this picture book for ages 7-10. Here is the thrilling account of Paul Revere's midnight ride to warn colonists in the towns of Lexington and Concord, Massachusetts, that the British were coming. Brief narrative text and poems written from the point of view of ordinary people who took part in this historic event make this a unique picture book. Readers will meet: the stable boy who raced to Paul Revere to deliver the news that the British soldiers were ready to march a woman who told British soldiers pounding on her door that she was merely preparing a cup of tea for her husband, when in fact they were melting pewter spoons into bullets an enslaved man who was woken in the middle of the night to alert the Lincoln blacksmith that the British soldiers were marching and many more, including one poem in the voice of Paul Revere himself. When Paul Revere Rode is a lyrical nonfiction deep dive into a critical turning point in US history. Sarah L. Thomson's engaging verse and Nik Henderson's dynamic illustrations will sweep young readers ages 7-10 off on the dramatic horseback journey that kickstarted the American Revolution.	Dorsey
The 250th anniversary of the United States of America encyclopedia	Bennet, L	NF series	upper elementary	The 250th Anniversary of the United States of America Encyclopedia explores some of the most important people and events in the nation's history. Readers will learn about the founding of the United States and the triumphs, challenges, and innovations of the 250 years that followed. Features include a glossary, maps, additional resources, and an index. Aligned to Common Core Standards and correlated to state standards.	Dorsey
Lucia's Goals / Los Goles de Lucia	Quezada Padron,	3	lower elementary	In Lucia's small hometown, girls weren't supposed to play soccer and they definitely weren't supposed to be good at it either. But Lucia was determined to prove everyone wrong! Whenever Lucia played soccer, she imagined herself as a professional futbolista. She sprinted and dribbled, headed and juggled, zigged and zagged, kicked her best kicks, and scored "Goal!" after "Goal!" After finally getting the chance to join an all-female soccer team, Lucia set her sights on becoming the best goal scorer anyone had ever seen. Told in English and Spanish, Lucia's Goals / Los goles de Lucia is a rousing story about a young girl's determination to defy gender stereotypes and break through barriers. Lucia's story will inspire readers of all ages to take charge on and off the field to achieve their GOALS!	Dorsey

Elementary

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I Will Not Walk to School	Hrab, Naseem	2	lower elementary	It's eight o'clock, Bird tells Monster - time to walk to school. Monster stays in bed. It's not school he's resisting. He loves school! It's the getting there he hates. And, today, Monster declares, he will not walk to school. Will Bird's cajoling help? Nope. How about Bird's reminder that the pancake breakfast is today? Hmm. Will there be pepperoni and pineapple on those pancakes? Erm ... yes? With maple syrup on the side? Yes. Okay. Monster will drag himself out the door. But, no matter what, he will not walk to school! Author Naseem Hrab's hilarious story, told entirely in speech balloons, is sure to resonate with young children everywhere (and their grown-ups!). Who hasn't had one of those days? With an absurdity and nuttiness reminiscent of Mo Willems, this book will keep readers laughing out loud, unable to resist Monster's hilarious antics as he sticks to his promise! Kelly Collier's playful illustrations perfectly capture the emotional state of Monster and of Bird's growing exasperation. While books about going to school are perennial favourites, this one's focus on simply getting there sets it apart from other picture books about school readiness. It's just the right weekday morning story for children who are delaying their own walks to school ... and looking for ways to make them more fun!	Dorsey
But Art is Awful!	McCreight, Cassi	3	lower elementary	A hilarious picture book about an endearing little crank who thinks the museum is absolutely awful . . . or is it actually awesome? Art can be a lot of things--wondrous, inspiring, transformative . . . but mostly it's boring! And visiting an art museum? Double boring! Come along with a curmudgeonly young boy--who's more interested in finger painting his cat than "admiring art"--as he's begrudgingly taken to the local museum by his well-meaning mother. Seriously, what's so great about scribbles and squares and dots? OK, sure, that portrait made of cubes is kind of cool. And those sculptures made of clay are pretty awesome . . . Gasp! Maybe he does like art after all?! Well, would that be so awful? Witty and informative (but never boring!), author Cassi McCreight and Xindi Yan, illustrator of the New York Times-bestselling Busy Betty series, have paired up to create a laugh-out-loud romp all about art appreciation. With nods to famous artists and art movements on every page, and back matter explaining each movement through a kid-friendly voice, young readers will soon find themselves eager to visit their local art museum or make masterpieces of their own.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Dawn of the Axolotl	Brooks, Kit	3	upper elementary	Abandoned at birth, Ace the axolotl struggles to survive both human and animal predators in his quest to save himself--and his entire species--in this epic middle grade fantasy for fans of Warrior Cats, with 24 black-and-white illustrations throughout. There's danger lurking in the depths of the lake. Ace learns this early--when his twin brother cruelly devours his tail and leaves him for dead. Separated from his family, Ace is cast into a perilous waterway. He is wary of trusting others, but his survival will depend on it as he navigates treacherous algae blooms and hunts for food while he waits for his tail to regenerate. And when he stumbles upon a glowing green axolotl named Ariel, he learns that, with training, axolotls can develop an incredible power: immortality. With high rewards come unspeakable risks, and Ace has been hurt before. But the potential to cheat death might be too hard to resist. This action-packed adventure explores the strength that develops through adversity as Ace confronts bullying, betrayal, poisoned waters, and vicious predators, all while forming lasting bonds with the courageous axolotls he meets along the way.	Dorsey
Rise of the Rebels	Brooks, Kit	series	upper elementary	A tank-bred axolotl, Zephyr, finds himself in a fight for survival between warring axolotl factions in this action-packed adventure for fans of Warrior Cats, with 24 black-and-white illustrations throughout. Zephyr isn't out to make friends. After a grueling escape from an axolotl breeding facility, all he cares about is being reunited with his sister, Luna. He places his trust in Neptune, a wise tiger salamander who promises to look for her. But the search is fraught, and Neptune refuses to venture above the surface at nightfall. Feeling betrayed, Zephyr sets off on his own and soon encounters Jasper, an ambitious axolotl hungry for power. Zephyr quickly finds himself embroiled in a fight between some axolotls who believe regeneration is the key to survival and others who want to evolve into salamanders and roam free. The struggle for power is vicious, and there are many more dangers waiting for them around the lake. This thrilling adventure is complete with legendary battles, incredible alliances, and a moving search for belonging at the heart of it all.	Dorsey
Life on the Moon	Swanson, Matthev	3	upper elementary	The extraordinary tale of a curious boy sent to live on the moon, the wondrous discoveries he makes, and the courage it takes to speak a truth no one wants to believe. The first rule of life on the moon is: There is no life on the moon. The second rule is: Don't ask questions. 12-year-old Leo gets a once-in-a-lifetime opportunity to join the very first Moon colony. He's excited to be part of the top-secret mission, but things quickly go off the rails. Right after his family lands on the Moon, Leo's dad is called off on an urgent mission from which he never returns. The authorities claim the mission never existed, and Leo's dad is accused of desertion. Leo goes looking for his dad and discovers far more than he bargained for. Everyone in the colony insists there's NO life on the Moon. But Leo's explorations reveal a landscape brimming with extraordinary creatures--with baffling behaviors and beliefs. Leo's big question is: why keep Moon life a secret? Who stands to gain? And how can he find a way to save his new Moon friends before the lie becomes a reality?	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Found Sound	Wolitzer, Meg & Cl	4	upper elementary	Felix used to love summer vacation, when his family would trade the bustling noise of New York City for the small-town quiet of Blissfield, Massachusetts. But vacation hasn't been the same since his big brother left home, and Felix is sure this summer is going to be the worst yet. Then he finds a mysterious box with the words OPEN ME written on the outside. Inside, there's an audio recorder, headphones, and a list of timecodes. What does it mean? Felix and his offbeat neighbor, Marigold, follow a string of clues through town. But as the hunt builds to a crescendo, Felix begins to wonder about the identity of the anonymous puzzle-maker behind their adventure. This delightfully harmonious mother-son collaboration from bestselling author Meg Wolitzer and sound editor and music producer Charlie Panek will change the way you listen to the world	Dorsey
Money Talks	Alexander, Kwame	4	upper elementary	Electric James, or Lex, as his friends call him, is finally turning ten, and that means one thing: he's getting a phone! And with the hottest phone on the market--the Apollo XL--he's sure to become the coolest kid at Roberto Clemente Elementary School. But when his parents break the news that the Apollo XL is way out of their price range, Lex is crushed. Luckily, he has his best friends DJ and Cass. Together, they're the Brainstormerz--and they've never met a problem they couldn't solve! All they need to do now is figure out how to raise the money for the phone themselves. How hard could it be?	Dorsey
The March for Hope	Bolling, Valerie	2	lower elementary	Mama and I are on our way to the Women's March. I wish we were going somewhere else. Some place fun. Overwhelmed by the sheer magnitude of the protest, Hope is unsure of how she fits into this movement and how she can make her voice heard--after all, she didn't seem to have any power when her teacher discriminated against her in class. But when she and Mama join a group of Black women protesters, Hope sees herself in them and discovers that one voice, no matter how small, can make powerful change. With propulsive writing and vibrant, accessible artwork, The March for Hope is an electrifying call to action and a heartfelt reminder of our own inherent strength.	Dorsey

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America is wild!: a state-by-state encyclopedia of American wildlife	Timm, Brad	2	upper elementary	Explore the wild heart of America, one state at a time, in this visually captivating wildlife encyclopedia featuring over 400 illustrations. America is WILD! Whether you are admiring wildflowers in one of the spectacular National Parks, or listening to birdsong in Brooklyn, America is abuzz with wildlife, from birds, to bees, to bugs and blooms. Inside you'll discover: One iconic mammal, bird, insect, and plant from each U.S. state. Fascinating facts about adaptations, habitats, and cultural significance. Detailed illustrations that bring every species to life. Expert insights from Brad Timm, wildlife ecologist and educator with a Ph.D. in Wildlife Conservation. All brought to life with illustrations by Jill De Haan and Margaux Samson Abadie. This is the definitive, illustrated guide to the wildlife and plants of North America featuring nearly 200 animals and 200 plants found in the U.S. It is compiled by Dr Brad Timm, a wildlife ecologist and educator with a passion for native species. Perfect for families and little nature lovers, America is Wild! is your essential companion for exploring the species that shape the nation's ecosystems, from the tiniest of pollinators to the tallest of trees.	Dorsey
Chomp! Our Health and World in Extraordinary Fangs, Tusks and Teeth	Cantin, Yoann	2	lower elementary	The ultimate book about teeth for young readers--from healthy habits to fascinating fangs! Teeth are amazing! They help us smile, speak, and chew. Adult humans have 32 teeth that grow twice during our lifetime, while some other animals, like sharks, have hundreds of teeth that can grow up to 30,000 times! And just like fingerprints, every animal's teeth are completely unique. Each tooth has its own shape, job, and special features. Packed with surprising facts--Vikings had lots of cavities--and amazing animals like dogs, alligators, bats, and elephants (among many others), Chomp! will help kids satisfy their curiosity and value their dental health. They'll understand how and why they need to take care of their teeth every day--all while learning, exploring, and having fun!	Dorsey
Reaching Across the Sky: A Celebration of Bridges	Hale, Christy	4	lower elementary	Celebrate more than 100 bridges from around the world in this informative picture book that highlights human innovation, the science of engineering, and global community. Bridges accomplish many things--they span obstacles (rivers and canyons); they join places (cities and states and even countries); and they carry cars, trucks, and trains to deliver essential goods (food and clothing). Above all, bridges are feats of human innovation that bring people together. This essential STEAM offering celebrates these spectacular wonders of architecture and engineering, including examples found in nature, different styles and materials used in their construction, and the science behind how they work. It's a one-stop information panoply for young readers on all there is to know about these magnificent structures that unite people throughout the world.	Dorsey

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
The Elephant and the Piano	Hiller, Colette	3	lower elementary	An incredible and uplifting true story about how music has healed troubled elephants in a sanctuary in Thailand. Some stories are true. Others are make-believe. And some true stories are so amazing that it seems they must be make-believe even when they are not... This is one of those stories. In a sanctuary in Thailand lived an elephant called Bonti. Short-tempered and destructive, Bonti was alone - the other elephants (and humans) knew to keep their distance. But when a musician came to play the piano for Bonti, something incredible happened... The Elephant and the Piano tells the spectacular true story of Paul Barton and the elephants who loved to hear him play.	Dorsey
Boo! from the Very Hungry Caterpillar	Carle, Eric	series	lower elementary	Celebrate all things Halloween with The Very Hungry Caterpillar! From jack-o-lanterns to spider friends to costumes and more, this book is the perfect way to celebrate a holiday filled with tricks and treats!	Dorsey
This Book is Seriously Silly!	Clanton, Ben	series	lower elementary	No smiling or laughing allowed. Don't even think about it. Jelly means business in this seriously silly interactive picture book follow-up to the bestselling This Book is Dangerous!, a spin-off of the beloved Narwhal and Jelly series. Who messed with the title of this book? Was it YOU? Hold in those smiles and giggles and don't you dare make a silly face or sound -- Jelly is a SERIOUS jellyfish, and this is a SERIOUS book. Jelly has serious plans for this book and doesn't need any smiling, laughing, funny faces OR noises to derail it. And even if you do silly stuff Jelly will still be serious . . . even if he had a fuzzy pink mustache, or a name like "Jellysquish," or wore silly striped socks with silly faces that made silly sounds. Hey, don't let that give you any ideas!	Dorsey
Butt or Face: Rainbow Butts	Lavelle, Kari	NF series	lower elementary	Butt or Face? Volume 5: Rainbow Butts continues the entertaining challenge with a new set of stunning animals from all over the world. Examine a close-up photo of a creature and then guess whether you're looking at the top or the…um…bottom. The answer is revealed on the next page with a photo of the complete animal. Readers will discover animals like the tomato frog, rainbow scarab beetle, warty comb jelly, and purple sea urchin! Fun animal facts and information about camouflage and other sneaky animal tricks are included.	Dorsey

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Heart of the Ruby Dragon	West, Tracey	series	lower elementary	This series is part of Scholastic's early chapter book line, Branches, aimed at newly independent readers. With easy-to-read text, high-interest content, fast-paced plots, and illustrations on every page, these books will boost reading confidence and stamina. Branches books help readers grow! The royal family is under attack! At the royal baby naming ceremony, King Roland, Queen Rose, and their new baby are captured by an evil fairy queen named Agrona. It's up to Drake and his friends to rescue them! The Dragon Masters soon discover that a spell had been keeping Agrona asleep for many years. But that spell has now been broken, and three magical dragon gems are needed to recapture the evil fairy queen. Drake, Worm, Bo, and Shu travel to the Land of Peace to find a Ruby Dragon. But it won't be easy to obtain the dragon's special heart gem. Can Drake and Bo solve the Ruby Dragon's riddle and secure the first gem? With engaging black-and-white artwork on every page, kids won't be able to put down this page-turning adventure!	Dorsey
Felix Powell, Boy Squirrel	Kelly, Erin Estrada	series (NYP coming 8/18/2026)	upper elementary		Dorsey
Spaced Out The Graphic Novel	Gibbs, Stuart	series (NYP coming 8/18/2026)	upper elementary	The moon base commander has gone missing, and Dash Gibson is on the case in this New York Times bestselling, second mind-boggling mystery of the Moon Base Alpha series from beloved author Stuart Gibbs--now in graphic novel form! There's nowhere to hide on the world's first moon base. After all, it's only the size of a soccer field. So when Nina Stack, the commander of Moon Base Alpha, mysteriously vanishes, the Moonies are at a total loss. Though he may be just twelve years old, Dashiell Gibson is the best detective they've got. But this confusing mystery pushes Dash to his limits. Especially since Dash accidentally made contact with an alien and has to keep it a secret. With the fate of the entire human race hanging in the balance, will Dash be able to solve the mystery of the missing Moonie? An out-of-this-world full-color graphic novel!	Dorsey
The Wise Pickle	Howden, Sarah	2	lower elementary	A hilariously absurd and philosophical picture book for 3-to-7-year-olds about a pickle slowly withering in the sun, sharing its hard-earned wisdom with the local animal population and preparing to be eaten by a dog (its preferred way to go). For fans of I Want My Hat Back and The Skunk. A pickle arrives out of nowhere. "I have lived a lot of life," it says. As the pickle slowly withers in the hot sun, the local animals ask it questions. Questions like "Do you ever get bored?" and "Are you hungry?" and "Why are we here?" The pickle has all the answers. Except one: what happens next? A truly weird and wonderful book, The Wise Pickle will charm readers big and small with its combination of subtle humor, pathos and ridiculousness, all perfectly captured in Sabina Hahn's delightful illustrations.	Dorsey
Green Bay Packers	Alinas, Marv	NF	Lower Elementary	Facts about the football team, Green Bay Packers	Bullock
Aaron Judge vs. Babe Ruth: W	Anderson, Josh	Series	2 to 5	Aaron Judge and Babe Ruth both slugged their way to fame and fortune with t	IRC
Act	Miller, Kayla	Series	4 to 7	The New York Times bestselling author-illustrator Kayla Miller delivers the funı	IRC
Ada Twist and the Perilous Par	Beaty, Andrea	2	1 to 4	Adventure, humor, and smart, likable characters make for a winning chapter b	IRC

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All Aboard!	Lyons, Kelly Starlin	3	P to 2	Synopsis coming soon.....	IRC
All the Pieces Fit	Winick, Judd	Series	3 to 6	Hilo prepares for an ultimate showdown when Razorwark forces arrive on Ear	IRC
Amelia Bedelia Unleashed	Parish, Herman	2	2 to 5	Amelia Bedelia's request for a sibling takes her parents by surprise, but she is	IRC
Amphibian Acrobats	Bulion, Leslie	3	2 to 5	Step right up to the fascinating world of acrobatic amphibians - from the agile	IRC
Ancient Egypt	Drimmer, Stephan	nf	1 to 4	From pyramids and mummies to pharaohs and gods, kids will learn all about t	IRC
Ants	Stewart, Melissa	2	P to 2	Describes different types of ants, what they do, and how they survive.	IRC
Eva Saves the Day	Elliott, Rebecca	Series	1 to 4	Eva and her friends find and take care of some mysterious eggs!	IRC
Iggy Peck and the Mysterious I	Beaty, Andrea	Series	1 to 4	Aunt Bernice inherits an old house from ice-cream mogul Herbert Sherbert th	IRC
Sea Creature: Who Is the True	Spicer Rice, Elean	Series	2 to 5	Six sea creatures face off against the Death-O-Meter to determine which will b	IRC
Pearl Harbor	Messner, Kate	Series	4 to 7	"A highly-designed and illustrated (including graphic novel panels) overview th	IRC
Sofia Valdez and the Vanishing	Beaty, Andrea	Series	1 to 4	Miss Lila Greer thinks it's time for Grade Two to get a class pet, and she wants	IRC
Eva and the New Owl	Elliott, Rebecca	Series	1 to 4	Eva wants to be friends with Hailey, the new owl in her class, but when Hailey	IRC
I'm a Dumbo Octopus!: A Grap	Lambelet, Anne	4	2 to 5	"Dumbo octopus Grimpy presents a tour of the whole cephalopod class: cuttle	IRC
Draw 50 Airplanes, Aircraft and	Ames, Lee J.	2	4 to 7	Step-by-step instructions for drawing fifty different aircraft and spacecraft inclu	IRC
Draw 50 Vehicles: The Step-By	Ames, Lee J.	2	4 to 7	Step-by-step instructions on how to draw a variety of vehicles, including airpla	IRC
Draw 50 Cars, Trucks, and Mo	Ames, Lee J.	2	4 to 7	Provides step-by-step instructions on how to draw a variety of cars, trucks, an	IRC
Hans Christian Andersen's the	Hautzig, Deborah	6	K to 3	A little sea princess, longing to be human, trades her mermaid's tail for legs, h	IRC
Draw 50 Dogs: The Step-By-St	Ames, Lee J.	NF	4 to 7	Provides step-by-step instructions for drawing fifty different breeds of dogs.	IRC
Draw 50 Dinosaurs and Other	Ames, Lee J.	2	4 to 7	Step-by-step instructions for drawing fifty different dinosaurs and other prehist	IRC
Draw 50 Cats: The Step-by-Ste	Ames, Lee J.	NF	4 to 7	Step-by-step instructions on how to draw a variety of cats.	IRC
Â¿QuiÃ©n Fue El Papa Franci	Spinner, Stephanie	Series	4 to 7	Sigue el asombroso recorrido del papa Francisco, cuya calidez y humildad lo	IRC
Ivy + Bean and the Ghost That	Barrows, Annie	Series	1 to 4	Ivy and Bean set out to exorcise the ghost they claim is living in the second-gr	IRC
Leave It to Plum!	Phelan, Matt	4	3 to 6	Every day at the Athensville Zoo the peacocks are allowed to wander freely ar	IRC
Stacey's Mistake	Martin, Ann M.	NF	4 to 7	THE LATEST BSC GRAPHIC NOVEL! Stacey is so excited! Her friends from	IRC
Whale vs. Giant Squid	Pallotta, Jerry	NF	1 to 4	Contains facts about sperm whales and giant squids, comparing such aspects	IRC
Killer Whale vs. Great White Sl	Pallotta, Jerry	NF	1 to 4	Contains facts about killer whales and great white sharks, comparing such asp	IRC
Polar Bear vs. Grizzly Bear	Pallotta, Jerry	NF	1 to 4	Contains facts about polar bears and grizzly bears, comparing such aspects a	IRC
Komodo Dragon vs. King Cobr	Pallotta, Jerry	NF	1 to 4	Contains facts about komodo dragons and king cobra, comparing such aspect	IRC
Dog Dreams	MacLachlan, Patri	3	P to 2	Barkus is a large and very clever dog, and Baby is a cat, and together their ad	IRC
Barkus	MacLachlan, Patri	4	P to 2	Barkus is a large and very smart dog who comes to live with seven-year-old N	IRC
On Air with Zoe Washington	Marks, Janae	3	4 to 7	Follows fourteen-year-old Zoe and her recently exonerated father as they build	IRC
Loch Ness Punster	Klise, Kate	Series	3 to 6	Twelve-year-old Seymour Hope and his ghostly "mother" Olive go to Scotland	IRC
I Survived the Destruction of P	Tarshis, Lauren	Series	2 to 5	This graphic novel adaptation of the best-selling book combines historical fact	IRC
Chip Gets Swimmer Shivers	Frost, Maddie	Series	K to 3	Chip, the little penguin, tries to get out of swim lessons in this hilarious Level T	IRC
Bad Seed Goes to the Library	John, Jory	Series	P to 2	The Bad Seed is in a good mood ... for once. That's because there's a really c	IRC
Marcus Vega Doesn't Speak S	Cartaya, Pablo	8	5 to 9	After a fight at school leaves Marcus facing suspension, Marcus's mother take	IRC
Aru Shah and the Nectar of Im	Chokshi, Roshani	3	4 to 7	The Pandavas only have until the next full moon to stop the Sleeper from gain	IRC
Biscuit Loves the Library	Capucilli, Alyssa S	2	P to 2	On "Read to a Pet Day" at the library, Biscuit plays with story time puppets, vis	IRC
Can't Get Enough Shark Stuff:	Silen, Andrea	NF	2 to 5	Dive into the perfect combination of facts, stories, photos, and fun all about the	IRC

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Super Ty!	Lyons, Kelly Starlir	Series	P to 2	Ty loves superheroes. He watches them on TV and reads books about them.<	IRC
Who Was P.T. Barnum?	Anderson, Kirsten	NF	4 to 7	Details the life and career of politician, business man, and circus owner P. T. B	IRC
Bad Kitty vs the Babysitter	Bruel, Nick	Series	K to 3	Bad Kitty's antics continue as she prepares for a battle royale when Uncle Mu	IRC
Mercy Watson Fights Crime	DiCamillo, Kate	5	1 to 4	Mercy the pig's love of buttered toast leads to the capture of a small thief who	IRC
Whoosh! Lonnie Johnson's Su	Barton, Chris	10	2 to 5	Chronicles the life and achievements of the NASA engineer and inventor, from	IRC
Ava Lin, Super-Duper Happy	Fang, Vicky	Series	K to 3	"Ava Lin is in first grade, and she's really good at dancing, making up games,	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	Series	1 to 4	Trying to communicate with his human owner (and detective partner) can be fr	IRC
Who Is Dale Earnhardt Jr.?	Stabler, David	NF	4 to 7	"No one was surprised when Dale Earnhardt Jr. began his racing career at ag	IRC
Mystery on Magnolia Circle	Klise, Kate	Series	4 to 7	Rear Window meets Nancy Drew in this middle-grade novel by Kate Klise abo	IRC
How Do Dinosaurs Say Good N	Yolen, Jane	8	P to 2	A playful peek into the homes of dinosaur babies and their parents at bedtime	IRC
Cece Loves Science: Push and	Derting, Kimberly	Series	K to 3	Cece and her friend Isaac conduct an experiment using the forces of push and	IRC
Who Was Ernest Hemingway?	Gigliotti, Jim	NF	4 to 7	Ernest Hemingway wasn't just a novelist. He was a hunter and a fisherman; he	IRC
Mercy Watson Thinks Like a Pi	DiCamillo, Kate	5	1 to 4	After Mercy Watson follows the delightful scent and delicious taste of the pans	IRC
Camp-Out	Lyons, Kelly Starlir	Series	P to 2	Celebrate Ty's vivid imagination! Nonstop rain dampens the family's plans to g	IRC
Quien fue el rey Tut?	Edwards, Roberta	NF	4 to 7	Highlights the life of the boy pharaoh, describes the process by which his body	IRC
Quien fue Harry Houdini?	Sutherland, Tui	NF	4 to 7	Biography of the famous magician who was also a movie star and a pioneer p	IRC
Quien fue Albert Einstein?	Brallier, Jess M.	NF	4 to 7	Discusses Einstein's school life, how his life was threatened by the Nazis and	IRC
Narwhalicorn and Jelly	Clanton, Ben	NF	1 to 4	"In the hilarious seventh book of this blockbuster graphic novel series, Narwha	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	NF	1 to 4	<b>King takes center stage when there’s a mystery to solve at his new	IRC
Drawing a Fish with Triangles	Milner, Sara	NF	P to 2	Learning about colors and shapes is an important part of a child's early educa	IRC
Drawing a Frog with Ovals	Owens, Meredith	NF	P to 2	In this brightly illustrated how-to book, children will learn how to draw a cute fr	IRC
Drawing a Bear with Squares	Anderson, Jo Mari	NF	P to 2	Using fun facts and step-by-step instructions, provides readers with practice id	IRC
Who Is Caitlin Clark?	Borzilleri, Meri-Jo	NF	4 to 7	Learn about the record-breaking career of basketball superstar Caitlin Clark in	IRC
Drawing a Butterfly with Circles	Pavone, Bree	NF	P to 2	Children will love drawing their very own butterfly with the help of this colorful l	IRC
Drawing a Horse with Rectang	Kennedy, Nia	NF	P to 2	A full-color photograph and fun fact about horses open this book, which provid	IRC
Drawing a Turtle with Half Circ	Adams, Avery	NF	P to 2	A turtle's most interesting feature is its shell, and what better shape to draw a	IRC
Natalie's Double Trouble	Simon, Coco	Series	K to 3	Natalie navigates responsibility and jealousy when she overcommits the Mini C	IRC
Emily's Cupcake Magic!	Simon, Coco	Series	K to 3	Cupcake Club founder Katie Brown's stepsister Emily enters a baking contest	IRC
Deadly Dinosaurs	Foreman, Niki	Series	1 to 4	<b>Help your child power up their reading skills and learn all about a colorful d	IRC
Escape from Mr. Lemoncello's	Grabenstein, Chris	3	3 to 6	"Twelve-year-old Kyle gets to stay overnight in the new town library, designed	IRC
Ava Lin, Best Friend!	Fang, Vicky	3	K to 3	Ava Lin is six and a half years old, loves bubble tea and animals, and is very g	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	Series	1 to 4	<b>King & Kayla are back on the case in this laugh-out-loud mystery fron	IRC
Ben Yokoyama and the Cookie	Swanson, Matthev	Series	4 to 7	It's a cookie catastrophe when Ben receives five conflicting fortunes and does	IRC
Ben Yokoyama and the Cookie	Swanson, Matthev	Series	4 to 7	A fortune cookie convinces Ben he can have whatever he wants if he is willing	IRC
I Survived the Attack of the Gri	Tarshis, Lauren	Series	2 to 5	Eleven-year-old Melody Vega and her family visit Glacier National Park every	IRC
Ben Yokoyama and the Cookie	Swanson, Matthev	2	4 to 7	After getting a fortune cookie with the message, "Practice makes perfect," Ben	IRC
Biscuit Flies a Kite	Capucilli, Alyssa S	Series	P to 2	When Biscuit the puppy and his best friend, Puddles, head to the park to fly ki	IRC
Time to Roll	Sumner, Jamie	Series	4 to 7	The eagerly-anticipated sequel to Jamie Sumner's acclaimed and beloved nov	IRC
Who Was Ruth Bader Ginsburg	Demuth, Patricia B	NF	4 to 7	Profiles the iconic Supreme Court Justice, tracing her advocacy for gender eq	IRC

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Snuggle Buddies	Carbone, Courtney	Series	1 to 4	In the magical world of Palace Pets, each Disney princess has a furry pet to lo	IRC
Who Was Sam Walton?	Buckley, James, Jr	NF	4 to 7	Traces the story of entrepreneur Sam Walton, describing how he rose from a r	IRC
Bat and the End of Everything	Arnold, Elana K.	Series	3 to 6	Bat grows anxious as his third-grade year comes to an end and the time to rel	IRC
Cavern of Secrets	Park, Linda Sue	4	3 to 6	Hoping to return home after a winter in the Sudden Mountains so he can join h	IRC
Pest in the Nest	Gough, Julian	Series	1 to 4	<B>Cheeky, delightful, and hilarious, the next title in the Rabbit & Bear se	IRC
Flips Out	Peirce, Lincoln	2	4 to 7	In this latest misadventure, Nate, the all-time record-holder for detentions, gets	IRC
Forest of Wonders	Park, Linda Sue	5	3 to 6	When Raffa makes a cure from a rare crimson vine he finds deep in the forbid	IRC
Over My Dead Body	Klise, Kate	4	3 to 6	In this story told mostly through letters, busybody Dick Tater tries to ban Hallov	IRC
Ava Lin, One of a Kind	Fang, Vicky	3	K to 3	First grader Ava Lin wants to fill her kindness bucket and earn tickets so she c	IRC
If You Were a Kid Building a Py	Schimel, Lawrence	2	3 to 6	Find out what it was like to be a kid in ancient Egypt at the time the pyramids v	IRC
Marya Khan and the Awesome	Faruqi, Saadia	Series	1 to 4	<B>Perfect for fans of Ivy & Bean and Stella Diaz, this charming chapter	IRC
Marya Khan and the Incredible	Faruqi, Saadia	4	1 to 4	<B>Perfect for fans of Ivy & Bean and Dory Fantasmagory, <I>Marya Kha	IRC
Mrs. Marge Is in Charge!	Gutman, Dan	Series	2 to 5	"A.J. and the gang are all old enough now to participate in after-school clubs,	IRC
Ben Yokoyama and the Cookie	Swanson, Matthew	2	4 to 7	Eight-year-old Ben takes a fortune cookie literally, and believing he has only o	IRC
I Survived the Hindenburg Disa	Tarshis, Lauren	Series	2 to 5	In 1937, eleven-year-old Hugo Ballard and his family make a transatlantic jour	IRC
Josefina Story Quilt	Coerr, Eleanor	Series	1 to 4	While traveling west with her family in 1850, a young girl makes a patchwork c	IRC
Diary of a Spider	Cronin, Doreen	5	P to 2	#1 New York Times Bestseller! This	IRC
Going Up!	Pizzoli, Greg	Series	2 to 5	"Baloney and friends continue their adventures that include creating a theme s	IRC
Aru Shah and the City of Gold	Chokshi, Roshani	2	3 to 6	"Aru Shah and her sisters--including one who also claims to be the Sleeper's c	IRC
Epic Fail of Arturo Zamora	Cartaya, Pablo	10	5 to 9	When his family's restaurant and Cuban American neighborhood in Miami are	IRC
Katie and the Cupcake Cure th	Simon, Coco	2	3 to 6	"Katie is miserable when her best friend is invited to join the Popular Girls Clu	IRC
Tooth Trouble	Hale, Bruce	Series	P to 2	When Clark the Shark has a loose tooth, he has to go to a dentist, but Clark ha	IRC
Mia in the Mix the Graphic Nov	Simon, Coco	Series	3 to 6	"When Mia arrives at her new school, her goal is to be open to and friendly wit	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	2	1 to 4	King the golden retriever struggles to communicate with his human, Kayla, as	IRC
Mercy Watson to the Rescue	DiCamillo, Kate	7	1 to 4	After Mercy the pig snuggles to sleep with the Watsons, all three awaken with	IRC
Dinosaurs: Fossils and Feathe	Reed, M. K.	3	3 to 6	A graphic novel introduction to the history of paleontology explores how dinos	IRC
Vote!	Christelow, Eileen	9	1 to 4	Using a campaign for mayor as an example, shows the steps involved in an el	IRC
I Survived the Dust Bowl, 1935	Tarshis, Lauren	2	2 to 5	When a drought turns the farmland of the Texas Panhandle into a dry wastela	IRC
Claudia and the New Girl	Martin, Ann M. and	Series	4 to 7	This graphic novel adapted by rising artist Gabriela Epstein is now available in	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	4	1 to 4	Kayla places her tooth in a Tooth Fairy pillow, but it disappears before the Too	IRC
Sister Switch	Mlynowski, Sarah	Series	3 to 6	Tired of being the middle sister, eleven-year-old Addie Asante uses a magical	IRC
Lullaby Lake	Charman, Katrina	Series	1 to 4	Their magical map is leading Tag, Skyla, and Blaze closer and closer to The S	IRC
Hornet vs. Wasp	Pallotta, Jerry	NF	1 to 4	Contains facts about the hornet and the wasp, comparing such aspects as the	IRC
Rattlesnake vs. Secretary Bird	Pallotta, Jerry	NF	1 to 4	Contains facts about rattlesnakes and secretary birds, comparing such aspect	IRC
Rhino vs. Hippo	Pallotta, Jerry	NF	1 to 4	Contains facts about rhinoceros and hippopotamus, comparing such aspects a	IRC
Wolverine vs. Tasmanian Devil	Pallotta, Jerry	NF	1 to 4	Contains facts about Tasmanian devils and wolverines, comparing such aspec	IRC
Deadliest Hurricanes Then and	Hopkinson, Debora	3	2 to 5	"As a hurricane gathered in the Caribbean, blue skies covered Galveston, Tex	IRC
Shape Search	Stewart, Melissa	2	K to 3	Nature is full of shapes. You can find a circle in a spider web, a rectangle in a	IRC
Beach Day!	Lyons, Kelly Starlin	Series	P to 2	"Ty's big imagination turns his sandbox into a day at the beach!"--P. [4] of cove	IRC

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Narwhal's School of Awesome	Clanton, Ben	Series	1 to 4	Dive into four new stories about Narwhal and Jelly becoming sub stitute teach	IRC
Kid Penguin	Oliveria, Jende	3	K to 3	"Reginald "Reggie" Guinn is a kid penguin who is equal parts playful, curious a	IRC
Ben Yokoyama and the Cookie	Swanson, Matthev	Series	4 to 7	After his fortune cooken is stolen by the school bully, Ben tries to get his fortur	IRC
Quien es Alexandria Ocasio-C	Anderson, Kirsten	NF	4 to 7	Profiles Alexandria Ocasio-Cortez, the youngest woman ever to be elected to	IRC
Aven Green Baking Machine	Bowling, Dusti	Series	1 to 4	Aven has been baking cakes and cookies with her Mom for a really long time.	IRC
Stars and Other Stories	Jarvis	3	K to 3	<b>“These humorous, touching, imaginative stories are matched by ill	IRC
Picnic and Other Stories	Jarvis	4	K to 3	<b>“Blends warmth and cheeky humor. . . . Bear and Bird easily earn a	IRC
Frozen Story Collection	Random House Ec	Series	1 to 4	In this collection of five stories based on the Disney movie Frozon, Princess A	IRC
Good-Bye Stacey, Good-bye	Martin, Ann M.	Series	4 to 7	"Stacey McGill is moving back to New York! That means no more Stoneybrook	IRC
Mercy Watson Is Missing!	DiCamillo, Kate	2	1 to 4	When Mercy Watson the pig goes missing, all of Deckawoo Drive is in an uprc	IRC
Who Was Duke Ellington?	Payne, M. D.	Series	4 to 7	A pivotal fixture of the Harlem Renaissance, Duke Ellington was the bandlead	IRC
I Am Albert Einstein	Meltzer, Brad	3	K to 3	Presents the life of the world-renowned German scientist, describing how his l	IRC
I Am Sacagawea	Meltzer, Brad	NF	K to 3	A biography of Sacagawea, the Shoshone woman who served as a translator	IRC
Aven Green Sleuthing Machine	Bowling, Dusti	4	1 to 4	"Third-grader Aven Green has been solving mysteries for a whole month, crac	IRC
Woof! 100 Fun Facts About Do	Carney, Elizabeth	0	1 to 4	Provides fun facts about all types of dog breeds, from Chihuahuas to Great Da	IRC
Draw 50 Buildings and Other S	Ames, Lee J.	NF	4 to 7	Demonstrates each of the basic steps for drawing fifty of the world's most fam	IRC
I Survived the Japanese Tsuna	Tarshis, Lauren an	Series	4 to 7	A beautifully rendered graphic novel adaptation of Lauren Tarshis'sbestselling	IRC
Priya Puts Herself First	Fairbairn, Nathan	Series	3 to 6	Priya Gupta and her friends Gabby Jordan and Mindy Park are the best dog-w	IRC
Perilous Places	Greathead, Helen	NF	4 to 7	Poses a series of questions each featuring two different extreme locations, foll	IRC
Strange Case of Origami Yoda	Angleberger, Tom	11	4 to 7	Sixth-grader Tommy and his friends describe their interactions with a paper fin	IRC
Dark Secret: The Graphic Nov	Sutherland, Tui T.	Series	3 to 6	When Starflight is kidnapped by the NightWings he finds that the kingdom of h	IRC
Extreme Machines	Maynard, Christop	Series	3 to 6	<b>Help your child power up their reading skills and learn all about incredible	IRC
Titanic	Jenner, Caryn and	Series	3 to 6	<i>Help your child power up their reading skills and learn all about a family's jo	IRC
Mercy Watson Goes for a Ride	DiCamillo, Kate	6	1 to 4	Mr. Watson's usual Saturday drive in his Cadillac with his favorite pig, Mercy, t	IRC
Eva and the Lost Pony	Elliott, Rebecca	Series	1 to 4	Eva decides that warning all the animals in the forest about the approaching s	IRC
Gnome and Rat	Stohler, Lauren	3	1 to 4	Readers will get a kick out of the whimsical and hilarious everyday shenanigar	IRC
I Am the Shark	Holub, Joan	5	P to 2	What makes the great white shark (one of) the greatest fish in the sea? FIN-d	IRC
Warm Hearts Day	Elliott, Rebecca	Series	1 to 4	Warm Hearts Day is approaching and Eva has been making lots of fun gifts ar	IRC
Each Tiny Spark	Cartaya, Pablo	5	3 to 6	Sixth-grader Emilia Torres struggles with ADHD, her controlling abuela, her m	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	Series	1 to 4	When a mysterious letter written in code arrives at King's house for his human	IRC
Skyscrapers	Romero, Libby	NF	1 to 4	Learn all about the world's most amazing skyscrapers, from the first, to the tall	IRC
Big Changes for Plum!	Phelan, Matt	2	3 to 6	<b>SCBWI Golden Kite Sid Fleischman Humor Award Honoree &l	IRC
If You Were a Kid at Ellis Island	Knufinke, Joana C	NF	3 to 6	"Most people in the United States can trace their origins to somewhere else. T	IRC
Baloney and Friends: Dream B	Pizzoli, Greg	Series	1 to 4	"Baloney and friends continue their adventures, which include a birthday cake	IRC
If You Were a Kid at the Signin	Rodriguez, Janel	Series	3 to 6	<B>What was it like to be a kid during the signing of the Constitution?</B><P>	IRC
Aru Shah and the Tree of Wish	Chokshi, Roshani	2	3 to 6	After fourteen-year-old Aru Shah and her friends fail to keep a prophecy from	IRC
Who Was Betty White?	Rau, Dana Meach	NF	4 to 7	<b>Learn about the remarkable life of actress and comedian Betty White,&nbs	IRC
If You Were a Kid at the Declar	Black, Sonia W.	Series	3 to 6	What was it like to be a kid when the Declaration of Independence was signed	IRC
Mallory and the Trouble with Tv	Martin, Ann M.	Series	4 to 7	A Baby-sitters Club graphic novel adapted by New York Times bestsellingcartc	IRC

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Cameron Battle and the Escap	Perry, Jamar J.	2	4 to 7	In this sequel to Cameron Battle and the Hidden Kingdoms , Cameron and his	IRC
Goes for Broke	Peirce, Lincoln	Series	4 to 7	Daredevil Nate's quest to achieve greatness lands him in the hospital with a bi	IRC
Biscuit and the Little Pup	Capucilli, Alyssa S	Series	P to 2	Biscuit tries to coax a little puppy to come out and play.	IRC
Seashells: More Than a Home	Stewart, Melissa	3	K to 3	Sheds a surprising light on how seashells--the hard, protective outer layer that	IRC
Dying to Meet You	Klise, Kate	7	3 to 6	In this story told mostly through letters, children's book author, I. B. Grumply, g	IRC
Gigi and Ojiji	Iwai, Melissa	4	K to 3	"Gigi can't wait for her Ojiji-Japanese grandpa-to move in. Gigi plans lots of thi	IRC
Wildfires	Furgang, Kathy	NF	1 to 4	Discusses wildfires, including how they happen, why they are important, and v	IRC
Pug	Long, Ethan	2	P to 2	After seeing his friend Peg getting a walk outside in the snow Pug must be pe	IRC
On a Roll	Peirce, Lincoln	5	4 to 7	Middle-schooler Nate Wright vies against his rival, the "perfect" Artur, to win th	IRC
Hazel Has Her Hands Full	Fairbairn, Nathan	Series	4 to 7	"The PAWS girls face a busy summer season full of dog-walking, travel, and fu	IRC
Hi! Fly Guy	Arnold, Tedd	7	K to 3	When Buzz captures a fly to enter in The Amazing Pet Show, his parents and	IRC
Roll with It	Sumner, Jamie	4	4 to 7	This big-hearted middle grade debut tells the story of an irrepressible girl with	IRC
Titanic	Stewart, Melissa	2	1 to 4	Discusses the Titanic, including its design, how the ship sank, the passengers	IRC
Who Was David Bowie?	Gurevich, Margare	NF	4 to 7	"David Bowie, born David Robert Jones, wasn't just an incredible singer; he ha	IRC
Sports Superstars	Zweig, Eric	NF	3 to 6	<b>Help your child power up their reading skills and learn all about sports lege	IRC
Og Meets Mog	Dyckman, Ame	3	P to K	<B>Og the monster attempts a daring rescue in this adorable, rhyming Pre-Le	IRC
I Spy Fly Guy!	Arnold, Tedd	6	K to 3	While playing hide-and-seek with Buzz, Fly Guy is taken away by a garbage m	IRC
Big Dog and Little Dog	Pilkey, Dav	2	K to 3	<p>In this My First I Can Read!, meet best friends Big Dog and Little	IRC
Who Was Harriet Tubman?	McDonough, Yona	NF	4 to 7	A biography of the ninteenth-century woman who escaped slavery and helped	IRC
First Cat in Space and the Sou	Barnett, Mac	3	2 to 5	When the Moon Queen is poisoned by soup, she and First Cat embark on an	IRC
Mercy Watson Something Wor	DiCamillo, Kate	3	1 to 4	Going to the drive-in movie with Mr. and Mrs. Watson, Mercy the pig is thrilled	IRC
Ms. Greene Is Mean!	Gutman, Dan	Series	2 to 5	"Math scores at Ella Mentry School are way down! But Mrs. Stoker is bringing	IRC
Stunt Sandwich Superstar	Wiseman, Daniel	2	1 to 4	<p>In this sequel to Lunch Buddies: Battle in the Backyard, Marco	IRC
Best Wishes	Mlynowski, Sarah	2	3 to 6	After her best friend ditches her, fifth-grader Becca, feeling devastated and alo	IRC
Grace for President	DiPucchio, Kelly	3	K to 3	<DIV><B>An inspiring and fun <I>New York Times</I> bestseller about	IRC
Just Like Us! Birds	Heos, Bridget	2	1 to 4	Gives young readers an up-close and personal look at how birds do things tha	IRC
If You Were a Kid Aboard the T	Gregory, Josh and	Series	3 to 6	Travel through time with William and Alice as they set sail aboard the Titanic in	IRC
Because of Winn-Dixie	DiCamillo, Kate	4	4 to 7	Ten-year-old India Opal Buloni describes her first summer in the town of Naom	IRC
King & Kayla and the Case of t	Butler, Dori Hillesta	4	1 to 4	A latest series entry by the Geisel Honor-winning team finds King and Kayla h	IRC
What Was Built to Be a Ship of	Nahil, Emmett	Series	4 to 7	<b>Discover the story of the Titanic’s ill-fated voyage through th	IRC
If You Happen to Have a Dinos	Bailey, Linda	3	P to 2	<b>A hugely popular dinosaur picture book adventure, now available in paper	IRC
Buzz Aldrin	Jazynka, Kitson	NF	1 to 4	A biography of Buzz Aldrin discusses his childhood and education at West Po	IRC
Pinocchio Rex and Other Tyran	Stewart, Melissa	4	K to 3	A picture book introducing some of the paleontology world's latest tyrannosau	IRC
Franklin Endicott and the Third	DiCamillo, Kate	Series	1 to 4	A constant worrier, Franklin Endicott earns a fresh cause for alarm when he ac	IRC
Baxter Is Missing	Elliott, Rebecca	Series	1 to 4	A famous author is coming to visit and Eva and her classmates are assigned t	IRC
I Survived the Sinking of the Ti	Tarshis, Lauren	2	2 to 5	Excited to board the Titanic with his aunt and little sister, ten-year-old George	IRC
Who Was Johnny Cash?	Gigliotti, Jim	NF	4 to 7	"Takes us from Cash's childhood on an Arkansas cotton farm to his first days i	IRC
Boy Called Bat	Arnold, Elana K.	7	3 to 6	When his veterinarian mom brings home a stray baby skunk that needs rehab	IRC
Eva Sees a Ghost	Elliott, Rebecca	Series	1 to 4	The other owls laugh at Eva Wingdale when she thinks she spots a ghost--unt	IRC

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
First Cat in Space Ate Pizza	Barnett, Mac	4	2 to 5	"Accompanied by the imperious Moon Queen and LOZ 4000, a toenail clippin	IRC
Bedtime Jitters	Feuti, Norm	Series	1 to 4	"Beak & Ally are back, and they've got some bedtime jitters! Late at night, the	IRC
Mary Anne Saves the Day	Martin, Ann M.	Series	4 to 7	After having a fight with the other members of the Baby-Sitters Club, Mary An	IRC
Dawn and the Impossible Thre	Martin, Ann M.	3	4 to 7	Dawn, the newest member of the Baby-sitters Club, gets more than she barga	IRC
Claudia and Mean Janine	Martin, Ann M.	2	4 to 7	Claudia's participation in the Baby-sitters Club is curtailed when Grandmother	IRC
Kristy's Great Idea	Martin, Ann M.	2	4 to 7	"Kristy, Mary Anne, Claudia, and Stacey are best friends and founding membe	IRC
Truth About Stacey	Martin, Ann M.	2	4 to 7	Stacey, still coming to terms with her diabetes and moving to a new town, find	IRC
Boy-Crazy Stacey	Martin, Ann M.	Series	4 to 7	Working as a mother's helper with Stacey for the Pike family at the Jersey sho	IRC
Kristy's Big Day	Martin, Ann M.	Series	4 to 7	Kristy has her hands full being a bridesmaid and a baby-sitter for 14 children,	IRC
Bad Kitty Drawn to Trouble	Bruel, Nick	4	K to 3	Author/illustrator Nick Bruel tries to explain to the reader how to write a story, b	IRC
Fox at Night	Tabor, Corey R.	Series	P to 2	Fox overcomes his fear of monsters when he meets real nocturnal animals.	IRC
Narwhal: Unicorn of the Sea	Clanton, Ben	7	1 to 4	A happy-go-lucky, waffle-loving narwhal and a cynical, no-nonsense jellyfish fo	IRC
I Am Jackie Robinson	Meltzer, Brad	2	K to 3	Presents an illustrated biography of the man who broke baseball's color barrie	IRC
I Am Gandhi	Meltzer, Brad	1	K to 3	<b><b>Advocate for peace and nonviolent revolutionary Gandhi is the 12th he	IRC
Who Is BeyoncÃ©?	Jewel, Kirsti and W	NF	4 to 7	In 2003, Beyonce went solo after being in the popular girl group Destiny's Chil	IRC
Who Was Katherine Johnson?	Moses, Shelia P.	NF	4 to 7	Read all about how a young Black girl who loved numbers grew into a brilliant	IRC
Who Was Vincent Van Gogh?	Manzanero, Paula	NF	4 to 7	<b>Learn about the Dutch artist behind beloved paintings like The Starry N	IRC
Who Was Cleopatra?	Waterfield, Kathryn	NF	4 to 7	<b>Learn all about the truly epic life of one of the most famous women rulers i	IRC
Kamala Harris	Mirchandani, Raak	NF	2 to 5	<b>Inspired by the #1 New York Times bestseller She Persisted	IRC
Who Is Carol Burnett?	Stabler, David and	NF	4 to 7	"From an early age, Carol Burnett developed a love for entertainment, teachin	IRC
Who Is Tony Hawk?	KortÃ©, Steve and	NF	4 to 7	"Learn about the life and legacy of American skateboard legend Tony Hawk ar	IRC
How to Be the Funniest Kid in	Leno, Jay	Series	2 to 5	Book by famed comedian Jay Leno contains hundreds of original animal jokes	IRC
Snake: Who Has the Hiss of D	Spicer Rice, Elean	Series	2 to 5	Six snakes face off against the Death-O-Meter to determine which will be crow	IRC
Flower: Which Bloom Spells D	Spicer Rice, Elean	Series	2 to 5	Six flowering plants face off against the Death-O-Meter to determine which wil	IRC
Biscuit in the Garden	Capucilli, Alyssa S	3	P to 2	Biscuit the puppy is eager to see the plants and make friends with the animals	IRC
Goodnight, Bruce	Higgins, Ryan	Series	P to 2	<b>Mother Bruce's family of mice and geese will do ANYTHING to get out of g	IRC
Diary of a Wimpy Kid	Kinney, Jeff	8	4 to 7	Greg records his sixth grade experiences in a middle school where he and his	IRC
Ugly Truth	Kinney, Jeff	5	4 to 7	While trying to find a new best friend after feuding with Rowley, middle-school	IRC
Long Haul	Kinney, Jeff	3	4 to 7	The Heffley family road trip starts off full of promise, then quickly takes severa	IRC
Cabin Fever	Kinney, Jeff	5	4 to 7	Greg Heffley is suspected of damaging school property but he is stuck in a cal	IRC
Meltdown	Kinney, Jeff	3	4 to 7	When snow closes Greg Heffley's middle school, he and his best friend, Rowle	IRC
I Am Stephen Hawking	Meltzer, Brad	NF	K to 3	<b>The groundbreaking physicist and disability advocate is the 34th hero in th	IRC
Thankful Book	Parr, Todd	3	P to 2	Easy-to-read text encourages the reader to find something every day for which	IRC
Who Ate Steve?	Lloyd, Susannah	Series	K to 3	Welcome to this extremely interesting book about size. Marcel is a bird and he	IRC
Brawl of the Wild	Pilkey, Dav	Series	1 to 4	When Dog Man is sent to the pound for a crime he didn't commit, his friends w	IRC
Twenty Thousand Fleas Under	Pilkey, Dav	Series	1 to 4	"Piggy has returned, and his newest plot is his most diabolical yet. WHAT othe	IRC
This Is My Brain!: A Book on N	Gravel, Elise	4	3 to 6	"In this seriously funny book, acclaimed creator Elise Gravel Gavel uses her tr	IRC
Shohei Ohtani vs. David Ortiz	Douglas, Peter	Series	2 to 5	<p>David Ortiz and Shohei Ohtani are two of Major League Baseball s most e	IRC
Travis Kelce vs. Rob Gronkows	Barth, Kelley	Series	2 to 5	<p>Travis Kelce and Rob Gronkowski are two of the NFL s biggest stars and	IRC

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Recyclables	Rau, Dana Meach	Series	4 to 7	Who says that's trash?! Explore your creative side and get crafty with items fo	IRC
Once Upon a Fairy Tale Craft	Lim, Annalees	Series	2 to 5	Readers can make a mermaid tail, frog prince treats, jeweled goblets, and mo	IRC
Once Upon a Robots and Alien	Lim, Annalees	Series	2 to 5	Readers can construct a computer console cake, intergalactic invites, milk car	IRC
I Am Not an Egg Carton!	Kington, Emily	Series	1 to 4	Readers will love crafting these imaginative projects using recycled materials a	IRC
Best Party Ever!	Shaskan, Stephen	2	K to 3	Pizza and Taco are bored and decide to throw a party, but despite their carefu	IRC
Robots and Artificial Intelligenc	Dickmann, Nancy	NF	2 to 5	Your readers will discover different tasks robots handle in the world and how r	IRC
Weird but True! USA: 300 Fas	Kids, National Geo	NF	2 to 5	Presents unusual facts about the United States, including the fact that Pennsy	IRC
Weird and Wonderful Sharks	Griffin, Annabel	NF	2 to 5	"Zero in on the lives of some of the world's most unusual sharks, including the	IRC
Giraffes	Bodden, Valerie	2	2 to 5	This popular series travels the planet to study these and other fascinating mar	IRC
School Stinks!	Lang, Suzanne	Series	K to 3	A graphic novel based on the #1 New York Times bestselling Grumpy Monkey	IRC
Wimpy Kid Do-It-Yourself Book	Kinney, Jeff	Series	4 to 7	A do-it-yourself companion book to the Diary of a Wimpy Kid series.	IRC
Wrecked: A Deep Dive into the	Siegel, Rebecca	Series	4 to 7	Take a journey deep below the waves, down to the seabed and explore some	IRC
Mysterious, Marvelous Octopu	Towler, Paige and	Series	K to 3	<b>Meet one of Earth’s most incredible ocean animals in this lyrical, w	IRC
United States Book	Siegel, Rebecca	Series	4 to 7	Go on a fact-packed adventure around the USA. Includes profiles, facts, and r	IRC
If You Make a Call on a Banan	Sterer, Gideon	4	K to 3	<p><b>"This delightfully silly story subtly guides kids through the art of b	IRC
Aru Shah and the Song of Dea	Chokshi, Roshani	4	3 to 6	Accused of stealing the god of love's bow and arrow, Aru has ten days to find	IRC
Rabbit's Bad Habits	Gough, Julian	3	1 to 4	Rabbit and Bear discover that things are always better when they're shared wi	IRC
Hello, I'm a Loris	Rocco, Hayley	Series	P to 2	"A humorous introduction to the loris"-- Provided by publisher.	IRC
Who Was Frank Sinatra?	Labrecque, Ellen	Series	4 to 7	"Before Frank Sinatra became the international superstar that we remember h	IRC
Go Viral!	Shaskan, Stephen	Series	K to 3	<b>NATIONAL BESTSELLER • Streaming live on StewTube: Pizza and T	IRC
Zero! the Number That Almost	Albee, Sarah	5	2 to 5	<b>How did math work before zero existed? A STEM nonfiction book that unp	IRC
Broken	Fang, X.	5	P to 2	<b>A New York Times/New York Public Library Best Illustrated Childrer	IRC
Anything	Stead, Rebecca	7	P to 2	<B>“An unforgettable story about change with a loving father-daughter	IRC
Cute Animals That Could Kill Y	Hartman, Brooke	3	1 to 4	"This informative yet humorous picture book introduces readers to some of the	IRC
Hurricane	Chin, Jason	7	K to 3	<b>Caldecott and Sibert Medalist Jason Chin charts the thrilling saga of an isl	IRC
Juana & Lucas	Medina, Juana	8	1 to 4	A spunky young girl from Colombia loves playing with her canine best friend a	IRC
Bad King Is a Sad Thing	Gough, Julian	Series	1 to 4	<B>Rabbit and Bear must do everything they can to keep Icebear from becom	IRC
Bite in the Night	Gough, Julian	Series	K to 3	<B>Rabbit and Bear must find out who has uprooted not only their favorite tre	IRC
Goldilocks	Candell, Arianna	Series	P to 2	The fairy tale of Goldilocks and the three bears presents a story about a young	GiddensSteadham
Sobreviví El Tornado De Jop	Tarshis, Lauren	Series	Upper Elementary	Eleven-year-old Dexter has always wanted to see a tornado. So when he gets the incredible opportunity to go storm chasing with the famous Dr. Norman Rays, he has to say yes! Dr. Rays is the host of Tornado Mysteries, the show that Dex and his older brother, Jeremy, watched every night until Jeremy joined the U.S. Navy SEALs and left Joplin. Dex certainly knows how deadly tornadoes can be, but this one isn't heading toward Joplin, and wouldn't it be great to have a brave and exciting story of his own to tell Jeremy when he comes home? But when the tornado shifts direction, Dexter's bravery is about to get seriously tested... written in Spanish	GiddensSteadham
This is Ursula (Disney Villains)	Johnson, Nicole	Series	P to 2	Meet Ursula, the villain from Disney's The Little Mermaid, in this Step 3-levele	GiddensSteadham

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Upsy Minnie and Daisy	Desjardins, Paige	Series	P to 2	In this funny, easy-to-read misadventure, Minnie and Daisy take the Party Pala	GiddensSteadham
Ciclopes	Hansen, Grace	NF	P-2	This title introduces the cyclops by looking at its history, the culture or cultures	Weaver
Dragones	Hansen, Grace	NF	P-2	This title introduces dragons by looking at their histories, the culture or culture	Weaver
Gnomos	Hansen, Grace	NF	P-2	This title introduces the gnome by looking at its history, the culture or cultures	Weaver
Gorgonas	Hansen, Grace	NF	P-2	This title introduces the gorgon by looking at its history, the culture or cultures	Weaver
Grifos	Hansen, Grace	NF	P-2	This title introduces the griffin by looking at its history, the culture or cultures it	Weaver
Hadas	Hansen, Grace	NF	P-2	This title introduces the fairy by looking at its history, the culture or cultures it c	Weaver
Hombres de las nieves	Hansen, Grace	NF	P-2	This title introduces the yeti by looking at its history, the culture or cultures it co	Weaver
Ayanna Howard: Women in Science and Tech(Spanish)	Box, Stephanie	NF	1-4	Introduce your Spanish speaking child to the inspirational story of robotics eng	Weaver
Ayanna Howard: Women in Science and Tech	Box, Atephanie	NF	1.4	Introduce your Spanish speaking child to the inspirational story of robotics eng	Weaver
Rayana Johnson's Giant Leap	Tew, Jill	3	upper elementary	A hilarious and heartfelt middle-grade novel about a STEM loving Black girl finding her place in the universe again after her first period knocks her out of orbit. Rayana Johnson always thought that turning thirteen would mean being old enough to stay home alone, go on her first date, and attend Galaxy Camp, a sleepaway camp that's all about her true passion--space exploration. But instead of having a blast on flight simulators and multi-axis trainers or learning what it takes to explore the stars, Ray's mind is stuck on Earth, wondering why her parents are arguing, why her best friend isn't acting like herself, and why her totally-crushworthy counselor keeps treating her like a kid. Then, just when things couldn't get any worse, puberty throws her the ultimate curveball--she gets her first period. In the span of just a few days, Ray's gone from having total certainty in her universe to barely being able to count on anything--not her parents' marriage, not Galaxy Camp, and not even her own body. Will she ever feel grounded again, or is the rest of her life destined to be as nebulous as the Milky Way?	Dorsey
Yetis	Hansen, Grace	NF	P-2	This title introduces the yeti by looking at its history, the culture or cultures it co	Weaver
Alabama Crimson Tide	Beattie, Charlie	1- NF	middle grade (ages 8-12)	This book offers an exciting look at the Alabama Crimson Tide football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
Michigan Wolverines	Moon, Derek	1- NF	middle grade (ages 8-12)	This book offers an exciting look at the Michigan Wolverines football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
Notre Dame Fighting Irish	Moon, Derek	1-NF	middle grade (ages 8-12)	This book offers an exciting look at the Notre Dame Fighting Irish football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
Ohio State Buckeyes	Moon, Derek	1-NF	middle grade (ages 8-12)	This book offers an exciting look at the Ohio State Buckeyes football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey

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Oklahoma Sooners	Hanlon, Luke	1-NF	middle grade (ages 8-12)	This book offers an exciting look at the Oklahoma Sooners football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
Texas Longhorns	Moon, Derek	1-NF	middle grade (ages 8-12)	This book offers an exciting look at the Texas Longhorns football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
USC Trojans	Moon, Derek	1-NF	middle grade (ages 8-12)	This book offers an exciting look at the USC Trojans football team, from the legends of the past to the superstars of today. Short paragraphs provide easy-to-read text, while vivid photographs make the book engaging and accessible.	Dorsey
Florida Gators	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Florida Gators football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Florida State Seminoles	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Florida State Seminoles football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Georgia Bulldogs	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Georgia Bulldogs football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Indiana Hoosiers	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Indiana Hoosiers football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Iowa Hawkeyes	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Iowa Hawkeyes football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey

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Miami Hurricanes	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Miami Hurricanes football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Ole Miss Rebels	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Ole Miss Rebels football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Oregon Ducks	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Oregon Ducks football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Penn State Nittany Lions	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Penn State Nittany Lions football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Tennessee Volunteers	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Tennessee Volunteers football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Texas A&M Aggies	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Texas A&M Aggies football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Washington Huskies	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Washington Huskies football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey

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Wisconsin Badgers	Sveda, Emily	NF (NYP coming 8/1/2026)	upper elementary	Explores the history of Wisconsin Badgers football, from its very first year to the modern day. This book goes through the team's early days, its greatest era, team traditions and mascots, best players, and more. An infographic highlights key parts of the team's stadium, and vivid images bring the team to life. Additional features to aid comprehension include informative sidebars and captions, a table of contents, a phonetic glossary, sources for further research, and an index.	Dorsey
Arkansas Razorbacks	Weber, Margaret	NF	upper elementary	The Inside College Football series introduces readers to some of the National Collegiate Athletic Associations (NCAAs) most popular college football teams. Each title features an in-depth look at a single NCAA football team, including its formation, history, accomplishments, and the legendary players and coaches that have served within its ranks. Detailed facts explore each teams stadium, uniforms, mascot, and team records. Exciting photographs, infographic-style quick facts, and a timeline round out each titles features, appealing to even the most reluctant readers.	Dorsey
The Mueganos	Jours, Jaque	3	lower elementary	Muégano [moo - egano]: Candy made with square pieces of wheat flour fried and glued together with honey. Meet the Muéganos: a family so close they're stuck together like the traditional Mexican candy. Papá Muégano says it's honey that holds them. Mamá says it's love. The oldest, Julia, wouldn't have it any other way. Sure, swimming isn't always easy, and it wouldn't hurt to have a little privacy, but there's always someone close by to help with homework, and there's nothing like cuddling up with your parents. Until the day the Muéganos take a trip to the museum, and Julia's irrepressible curiosity causes an unexpected crack... Mamá wants to fix it. Papá tries to be more careful. But some things are just inevitable. In her picture book debut, Mexican author-illustrator Jaque Jours tells a universal story about independence, growing up, and learning to let go.	Dorsey
The Fountain	Loffredo, Lisa	2	lower elementary	A fountain begins to offer up unexplained gifts to a town's residents—a garden gnome, roller skates, a mountain of bananas—until they find the gift of each other's company. One Tuesday morning, a yellow hat bobs to the surface of the town fountain. The next day, there's a yellow drum. Then a yellow rocking horse, roller skates, cowboy boots, a garden gnome, things with moustaches... By evening, the whole town is buzzing about the fountain's incredible gifts. Notable experts from far and wide come to investigate. The mayor designates visiting days and installs a traffic light. But no one ever figures out the fountain's secret. Then, one day, the fountain disappears as mysteriously as it arrived. But its magic remains...	Dorsey

Elementary					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
The Sweetest of Lemons	Nayeri, Daniel	2	lower elementary	Printz Medalist and Newbery Honor winner Daniel Nayeri crafts this beautiful paean to storytelling and the bonds of family. Based on powerful memories of Nayeri visiting his grandfather, this story-within-a-story brings a young boy in a hot car ride across the desert. The destination is an oasis, where gardens perfume the air, and tales are lovingly told. Here is the gate to a magical world full of princesses, valiant brothers, dangerous giants, and one perfect, enchanted lemon. Will any of the brothers be able to foil the giant, retrieve the lemon, and free the princess? In the warm embrace of Nayeri's storytelling, readers will lean into the enchantment until the story's end. Rahele Jhompeur Bell creates the two gorgeous visual strands of the tale-one inspired by the frames and jewel-like colors of Persian miniatures, the other a tender, richly textured rendering of a contemporary family. Together, the author and artist cast a delicious spell that, like the singular lemon at the heart of the story, is so sweet it can cure sadness itself.	Dorsey
The Thing About Giants	Galvin, Christophe	2	upper elementary	Jacq is destined to hunt fearsome giants to protect her city--but when she meets a sensitive young giant named Corman in the forest, she realizes the world isn't quite what she's been taught. A page-turning adventure full of heart. Twelve-year-old Jacq Dyer is the daughter of two renowned giant hunters, although she's never had much stomach for what they do. In a city built from giants' bones, people rely on hunters to keep them prosperous and safe, and everyone knows that giants are violent, senseless creatures . . . aren't they? But when an accident leaves Jacq lost and injured in the wilderness, she ends up face-to-face with Corman, a frightened young giant-. Corman has just lost his dad to hunters, and he and Jacq must learn to trust each other if they're going to find their ways home. But as they start finding out the truth about giant hunting--and the shadowy Resistance Jacq has grown up hating--they discover there's more at stake than either of them know. With captivating world-building and rich characters, debut author Christopher Galvin offers an engrossing and thought-provoking tale.	Dorsey

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Strays	Gordon, Gia	4	upper elementary	A girl learns the true meaning of home after forming a life-changing relationship with a stray dog in this irresistibly endearing middle-grade novel, reminiscent of beloved and bestselling stories like Wish, Pax, and Because of Winn-Dixie. Campbell Cole has a big heart for all living things, especially strays. It might be because her father, the director of the local animal control, is as aloof as they come, so Campbell knows what it's like to feel alone. When she spots an adorable dog being dumped on the street, the last thing Campbell can do is tell her dad. He might take the pup straight to the shelter, where new rescues have just three days to be adopted. The only person she can trust with the truth is her best friend, Luz. The more time Campbell spends trying to catch the dog, the more he starts to trust her, which is both great and terrible because Campbell knows she can't keep him. But perhaps she doesn't have to. With the help of Luz's father, an army vet grappling with PTSD, she just may find a solution that benefits not only the dog, but everyone else, too. Gia Gordon's Strays is a beautifully written, heartfelt novel about friendship, family, and finding the courage to stand up for what's right, that will resonate with anyone who has ever struggled to find a place to call home. If you loved Strays, don't miss Gia Gordon's acclaimed middle-grade debut My So-Called Family.	Dorsey
Midsummer Sisters	Smith, Niki	3	upper elementary	Midsummer Sisters is a contemporary graphic novel about two sisters who find themselves watching over a wild foal during a summer of change. A stunning story about the power of sisterhood. Kenzie and Quinn aren't just stepsisters -- they're best friends. They're spending the summer with their grandmother, kayaking in the marshy coastal islands she calls home. The Outer Banks are also home to a herd of wild ponies, and the girls fall in love with a fragile newborn foal that they name Starling. But even blue skies and sandy beaches can't distract from what's going on back home. Things between their parents aren't the way they used to be, and the constant fights have left Kenzie and Quinn anxious and confused. They can't remember a time when they weren't a family. If their parents divorce and Quinn and her mom move away, will they even still be sisters . . . or will they be nothing? As their world shifts around them, the girls swear to do the one thing they can: keep Starling safe. Award-winning cartoonist Niki Smith delivers a stunning story set during a summer of change. Filled with gorgeous and expressive illustrations, Midsummer Sisters is a celebration of the beauty of wild horses, as powerful as the unbreakable bond between sisters.	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Marie's Magic Eggs: How Marie Procai Kept the Ukrainian Art of Pysanky Alive	Wallace, Sandra N	5	upper elementary	Here is the inspiring story of the woman who kept alive the Ukrainian art of pysanky Easter eggs and brought it to America. Award-winning creators Sandra Neil Wallace and Evan Turk team up for a richly illustrated picture book biography for kids ages 7-10 who love arts and crafts. As a new immigrant to America living in Minneapolis, Marie Procai felt homesick and alone--she missed her homeland, Ukraine. She took comfort in the ancient Ukrainian art of making pysanky, intricately decorated eggs for Easter, an art she learned from her grandmother and brought with her to America. Cradling the pysanka in her hands felt like holding a piece of her homeland and giving her Baba a hug. Making pysanky made Marie feel a little more hopeful when the Russia's Red Army invaded Ukraine and forbade anyone from speaking Ukrainian or practicing their traditions, pysanky included. It sustained her spirit when her son was off fighting in World War II, and again when she welcomed Ukrainian refugees into her home after the war. A hardworking entrepreneur, Marie founded the Ukrainian Gift Shop in Minneapolis to keep Ukrainian culture alive in America and share it with everyone. The legend goes that as long as pysanky are decorated, there will be good in the world. Ukrainian-heritage author Sandra Neil Wallace and award-winning illustrator Evan Turk share this hopeful story of the woman who fought to preserve an essential part of Ukrainian culture.	Dorsey
The Secret World of Seahorses	Davies, Nicola	3	lower elementary	Visit the enchanting world of seahorses--and learn about their habits, what threatens them, and how we can help them survive. It's hard to see a seahorse! They like to hide alone, they change color to blend in with their surroundings, and they're able to hold very still. But another reason seahorses are so hard to see is that humans have taken so many from the ocean, for trinkets, teas, and tonics. What's more, the animals' habitats--seagrass meadows, coral reefs, and mangroves--are vulnerable to pollution, fishing, and other human activities, as well as the ongoing effects of climate change. With a clear text and brilliantly colorful artwork, this window into the world of an enchanting creature includes engaging final notes about climate change and seahorses--and how we can come to their aid.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Explore the Far Side of the Mo	Jacoby, Jenny	2 (NYP coming 6/2/2026)	upper elementary	On this adventure into deep space, readers become the first astronauts to set foot on the far side of the Moon, where the light is low, temperatures are extreme, and the land is pitted with craters that are so deep they have never been exposed to sunlight. What lies within may reveal incredible secrets about our universe, and provide a stepping stone to Mars and beyond . . . With dreamy illustrations and a surrealist flair, Explore the Far Side of the Moon transports readers into the moon boots of an astronaut, appointed to pioneer the very first crewed mission to the far side of the Moon. Planetary scientist Dr. Sheila Kanani introduces readers to their fellow crew members, providing guidance on what to pack, what to wear, and how to prepare a space rocket for liftoff (not to mention an equally important explanation of how to go to the bathroom in zero gravity). From there, readers will discover how to enter lunar orbit and dock at the brand-new lunar space station where they'll be placed. Mission specialists will then venture solo to land the spacecraft on the lunar surface and embark on their exploration of the Lunar South Pole. Published in anticipation of NASA's launch of Artemis III, which will take the first woman and first person of color to the Moon, the book feeds off the excitement of a new era of lunar missions.	Dorsey
Kaleidoscope of Hope: How Butterfly Life Cycles Reflect Our World	Paul, Miranda	3	lower elementary	The butterfly's life cycle will inspire young readers to connect with the world around them in this gorgeously illustrated narrative nonfiction picture book. A perfect nature book for readers of Honeybee and A Seed Is Sleepy. A kaleidoscope is a tube with mirrors and pieces of colored material that reflect beautiful moving patterns. Kaleidoscope is also the collective noun used to describe a group of butterflies. This narrative nonfiction picture book uses both definitions to highlight the cyclical nature of caring for the environment. In a richly layered text, acclaimed author Miranda Paul explores each stage of a butterfly's life cycle, while providing lessons in care and responsibility and encouraging hope for the future of our planet. Husband-and-wife team Hari and Deepti use intricate paper sculptures and paint to bring the butterflies to life in stunning, three-dimensional artwork. Pairs well with science curricular units on the life cycle of butterflies. Introduces ways for children to care for the environment. Encourages children to spend time outdoors, observing nature. Informative backmatter includes an activity to help the butterflies in your own yard or garden and a behind-the-scenes look at how the distinctive artwork was created. Use in both art and science classrooms!	Dorsey
There was an old lady that swallowed a shell!	Colandro, Lucille	series	lower elementary	A seaside adaptation of the familiar rhyme about an old woman who swallows a fly, in which the lady in question swallows a shell, a crab, some sand, and many other puzzling items for a creative reason revealed at the end.	Back

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Melodies of the Weary Blues: Poems Illustrated for Young People	Hughes, Langston	5	lower elementary	A gorgeously illustrated centennial of Langston Hughes' first book of poetry, The Weary Blues, this picture book includes select poems paired with vibrant artwork by more than twenty talented Black illustrators, including award-winners Oge Mora, Frank Morrison, Janelle Washington, and more! Brought to new life by lively illustrations on every page, Melodies of The Weary Blues introduces Langston Hughes' intimate reflections on the Black experience in America to young readers in a fresh and approachable way. Featuring poems like "Dream Variation," "Winter Moon," and "The Negro Speaks of Rivers", Hughes' still resonant words shine like never before for readers everywhere. Includes an introduction by the editor, Shamar Knight-Justice, Langston Hughes' biography and timeline of life, and biographies of all the contributors.	Dorsey
The Great Gathering Place	McIlwraith, Naomi	2	lower elementary	This poetic picture book begins with an invitation: 'Let's go to the Great Gathering Place. Come, I'll take you in my big red canoe.' Readers travel along the river to a special place on the shore, where we'll meet and visit with people for hours and days, talking about good things and bad, rejoicing in our good fortune and celebrating our achievements. We'll speak to our ancestors. We'll build a fire and feast. We'll give thanks for our lives. And we'll pledge to always be gentle, generous and kind - and to always love our friends and relatives. This stirring and lyrical story by Metis author Naomi McIlwraith, based on her poem of the same name, is a moving tribute to Indigenous values and the meeting places that are special to each of us. Luminous illustrations by Cree and Metis artist Onedove evoke a sense of the sacred with each colourful spread. This is a beautiful picture book that honours the importance of gratitude, generosity, kindness and love for both nature and people, and could serve as a gentle discussion starter on these topics. It's also a reminder that the places where we gather are special and deserve our protection. It provides an excellent introduction to Indigenous concepts and teachings. Cree words and phrases are featured in the text and are supported by a glossary and pronunciation guide.	Dorsey
No Brain the Same: Neurodivergent Young Activists Shaping Our Future	Metcalf, Lindsay H	2	lower elementary	Through powerful poems, this book honors neurodivergent youth activists transforming their communities and invites kids to act--continuing the spirit of No Voice Too Small and No World Too Big. Featuring Billie Eilish, Dara McAnulty, and Ly Xīnzhen M. Zhangsūn Brown, these fourteen poems spotlight neurodivergent activists inspiring kids ages 5 to 9 to make change. These fourteen neurodivergent activists began their work when they were young and continue it now, changing systems, politics, policies, and more. The book features poems written by poets who have something in common with each activist. Fourteen poems by CooXooEii Black, Vanessa Brantley-Newton, e.E. Charlton-Trujillo, Liv Mammone, Lyn Miller-Lachmann, K. A. Reynolds, and others honor activists from all over the world and the United States. Additional text goes into detail about each activist's life and how readers can get involved.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Time for Haiku	Santaeulalia, Jose	4	lower elementary	Celebrate the seasons with this delightful collection of 50 haiku that illuminate the wonders of the natural world and brief moments in time Hey, Mr. Snowman! How come there are no footprints stretching behind you? Time for Haiku invites young readers on a poetic journey through the seasons. Arranged from fall to winter and then spring to summer, this charming collection of haiku captures the small, fleeting sensory wonders of the natural world: the hush of falling snow, the rhythm of ocean waves, the shimmer of sun on golden sand, and the sound of waves in a seashell. Each poem serves as a gentle bridge between language and science, making the traditional Japanese haiku form both accessible and enriching for elementary students. Luciano Lozano's Japanese art-inspired illustrations, with their minimalist brushstrokes and dynamic perspectives, bring each seasonal moment to life with warmth and whimsy. Back matter includes a brief history of haiku and a guide to writing them, encouraging young poets to create their own reflections on the world around them.	Dorsey
Barbed Wire Between Us	Wenjen Mia	4	upper elementary	In Barbed Wire Between Us, a single poem holds two lives, separated by decades yet bound by the same stretch of barbed wire. Read forward, a Japanese American girl is uprooted and sent to an incarceration camp during World War II, her world reduced to dust, distance, and longing. Read in reverse, and the poem transforms: now a Latina girl stands in that same place, detained generations later, her story echoing across time. With language as spare as it is powerful, Mia Wenjen shapes a reverso poem that reveals how history can fold in on itself--how loss, resilience, and hope repeat in new forms. Violeta Encarnacion's evocative artwork deepens the emotional landscape, illuminating both the quiet tenderness and the stark realities of life behind the wire. Together, they create a book that reads like a mirror held up to the past--and the present. A luminous and unflinching meditation on memory, injustice, and the fragile promise of belonging, Barbed Wire Between Us lingers long after the final line--asking not only what happened, but what we choose to see, and what we dare to change.	Dorsey
Ghost Town at Sunset	Osborne, Mary Pope	series	lower elementary	Their magic tree house takes Jack and Annie back to the Wild West, where they experience excitement and danger and try to solve a riddle.	IRC
Vacation under the Valcano	Osborne, Mary Pope	series	lower elementary	Their magic tree house takes Annie and Jack to Pompeii just as Vesuvius is about to erupt, and they must find a Roman scroll before everything is covered with burning ash.	IRC
Viking ships at Sunrise	Osborne, Mary Pope	series	lower elementary	Their magic tree house takes Jack and Annie back to a monastery in medieval Ireland, where they try to retrieve a lost book while being menaced by Viking raiders.	IRC
Polar Bears past Bedtime	Osborne, Mary Pope	series	lower elementary	Their magic tree house takes Jack and Annie to the Arctic, where a polar bear leads them onto very thin ice.	IRC

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Lions at Lunchtime	Osborne, Mary Pope	series	lower elementary	The magic tree house takes Jack and Annie to Africa where they meet up with wonderful wild animals, a very hungry warrior, and where they even solve a riddle.	IRC
Dolphins at Daybreak	Osborne, Mary Pope	series	lower elementary	Their magic tree house takes Jack and Annie deep into the sea, where they meet up with dolphins, sharks, and octopi as they search for the answer to an ancient riddle.	IRC
Day of the Dragon King	Osborne, Mary Pope	series	lower elementary	The magic tree house takes Jack and Annie back two thousand years to ancient China where they must find the original copy of an old legend before the Imperial Library is burned down by the evil Dragon King.	IRC
Mermaids	Kammer, Gina	NF series	lower elementary	Survey the legends and folklore about mermaid appearance, behavior, and homes in a fun question-and-answer format that reinforces inquiry-based learning for early elementary-age readers. A Stay Curious! Learn More feature models research skills and doubles as a mini media literacy lesson. Includes simple infographics, glossary, and index"	Dorsey
Mr. Klutz is Nuts!	Gutman, Dan	Series	lower elementary	A skateboarding principal offers unusual incentives to his students to motivate them to learn more.	IRC
Ms. Hannah is Bananas!	Gutman, Dan	Series	lower elementary		IRC
Braille boy	Sampson, ZuZu	NF	Vision Impaired - Braille		IRC
My very first cookbook - Braille	Kartes, Danille	NF	Vision Imaired - Braille		IRC
Inspirational Sports stories for young readers	Taylor, Kurt	NF	Vision Impaired - Braille		IRC
Kids Cooking	Lansky, Vicki	NF	Vision Impaired - Braille		IRC
Inspiring Stories for Amazing Boys	Green, Emily	Braiile	Vision Impaired - Braille		IRC
Tarantulas!	Myers, Susan	Braille NF	Vision Impaired - Braille		IRC
I'm Sorry!	Timms, Barry	1 (Eng. title of existing Spanish picture book)	lower elementary	The perfect story for teaching young children the importance of offering a heartfelt, genuine apology, as well as learning to forgive others when they make mistakes. Now in paperback! Learning how to own up to one's mistakes, offering an apology, and forgiving others for their mistakes are all key components to a child's social emotional well-being. In this relatable story that's now in paperback, Scribble and Swoop are the best of friends, despite their differences. But one day, they can't come to an agreement on something, and they have a terrible argument. They stop speaking to each other, and then realize that they miss each's other company. But who will be the first to apologize? And can they save their friendship? This comforting, uplifting story is just right for sharing at story time and offers plenty of avenues for discussion on the topic of apologizing.	Dorsey
Mega-predators of the past	Stewart, Melissa	2	upper elementary	It is time for T. rex and his dinosaur cousins to step aside and let other mega-predators like the terror bird and the giant ripper lizard take the spotlight! Travel back to prehistoric times and meet some of the most impressive creatures to ever roam the Earth.	IRC

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Sharks in Kansas: The Ancient Sea in the Middle of America	Stewart, Melissa	NYP	upper elementary	Sharks in Kansas? Seems impossible, right? After all, Kansas is smack dab in the middle of the United States—more than 1,000 miles from the closest ocean. But the world hasn't always looked the way it does today. Once upon a time, 85 million years ago, the middle of America was submerged in water--and incredible creatures roamed the sea.	IRC
Los Huracanes	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Translation of: Curious about hurricanes.;Title proper from spine.;Includes bibliographical references (page 23) and index. "Where do hurricanes happen? Learn the causes and effects of one of nature's most powerful weather events in this question-and-answer book for elementary-aged readers"--Provided by publisher.	Dorsey
Los Incendios Forestales	Scigliano, Deborah A	NF	lower elementary	Text in Spanish.;Translation of: Curious about wildfires.;Title proper from spine.;Includes index. "Why do wildfires get so big? Learn the causes and effects of one of nature's most powerful and destructive events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Los Inundaciones	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Translation of: Curious about floods.;Title proper from spine.;Includes index. "Where do floods happen? Learn the causes and effects of one of nature's most common disasters in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Las Olas de Calor	Scigliano, Deborah A	NF	lower elementary	Text in Spanish.;Translation of: Curious about heat waves.;Includes index. "Where do heat waves happen? Learn the causes and effects of one of nature's deadliest weather events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Las Sequias	Scigliano, Deborah A	NF	lower elementary	Text in Spanish.;Translation of: Curious about droughts.;Includes index. "What was the longest drought? Learn the causes and effects of droughts in this question-and-answer book for elementary-aged readers. Includes infographics, table of contents, glossary, books and websites for further research, and index"-- Provided by publisher.	Dorsey
Los Terremotos	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Translation of: Curious about earthquakes.;Title proper from spine.;Includes index. "Where do earthquakes happen? Learn the causes and effectsof one of nature's most unpredictable events in this question-and-answer book for elementary-aged readers"--Provided by publisher.	Dorsey
Las Tormentas de Hielo	Scigliano, Deborah A	NF	lower elementary	Text in Spanish.;Translation of: Ice storms.;Includes index. "What happens when rain turns to ice? What is an ice storm? Spark kids' curiosity with questions and answers about one of nature's most slippery and dangerous events. Readers will discover what causes ice storms, their effects, and more"--Amazon.	Dorsey
Las Tormentas de Nieve	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Title proper from spine.;Translation of: Curious about blizzards.;Includes index. "Where do blizzards happen? Learn about one of nature's most powerful winter storms in this question-and-answer bookfor elementary-aged readers"--Provided by publisher.	Dorsey

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Los Tsunamis	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Translation of: Curious about tsunamis.;Title proper from spine.;Includes index. "How does a tsunami form? Learn the causes and effects of one of nature's most powerful and destructive events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Los Tornados	Koestler-Grack, Rachel A	NF	lower elementary	Text in Spanish.;Translation of: Curious about tornadoes.;Title proper from spine.;Includes index. "How does a tornado form? Learn the causes and effects of one of nature's most powerful and unpredictable weather events in this question-and-answer book for elementary-aged readers"--Provided by publisher.	Dorsey
Blizzards	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Where do blizzards happen? Learn about one of nature's most powerful winter storms in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Droughts	Scigliano, Deborah A	NF	lower elementary	Includes bibliographical references (page 23) and index. "What was the longest drought? Learn the causes and effects of droughts in this question-and-answer book for elementary-aged readers"--Provided by publisher.	Dorsey
Earthquakes	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Where do earthquakes happen? Learn the causes and effects of one of nature's most unpredictable events in this question-and-answer book for elementary-aged readers. Includes infographics, table of contents, glossary, books and websites for further research, and index"--Provided by publisher.	Dorsey
Floods	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Where do floods happen? Learn the causes and effects of one of nature's most common disasters in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Heat Waves	Scigliano, Deborah A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Where do heat waves happen? Learn the causes and effects of one of nature's deadliest weather events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Hurricanes	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Where do hurricanes happen? Learn the causes and effects of one of nature's most powerful weather events in this question-and-answer book for elementary-aged readers. Includes infographics, table of contents, glossary, books and websites for further research, and index"--Provided by publisher.	Dorsey
Ice Storms	Scigliano, Deborah A	NF	lower elementary	Includes bibliographical references (page 23) and index. "What is an ice storm? Learn the causes and effects of one of nature's most slippery and dangerous weather events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Tornadoes	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "How does a tornado form? Learn the causes and effects of one of nature's most powerful and unpredictable weather events in this question-and-answer book for elementary-aged readers. Includes infographics, table of contents, glossary, books and websites for further research, and index"--Provided by publisher.	Dorsey

Elementary

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Tsunamis	Koestler-Grack, Rachel A	NF	lower elementary	Includes bibliographical references (page 23) and index. "How does a tsunami form? Learn the causes and effects of one of nature's most powerful and destructive events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Wildfires	Scigliano, Deborah A	NF	lower elementary	Includes bibliographical references (page 23) and index. "Why do wildfires get so big? Learn the causes and effects of one of nature's most powerful and destructive events in this question-and-answer book for elementary-aged readers"--OCLC.	Dorsey
Los Coyotes	Bolte, Mari	NF	lower elementary	Text in Spanish.;Translation of: Coyotes.;"ATOS: 3.1"--Back cover.;Includes index. "Discover the yipping-barking-howling coyote in this North American Spanish translation. Explore the wild dog's anatomy, diet, habitat, and life cycle"--Provided by publisher.	Dorsey
The Animal Care Center	Elliott, Rebecca	series (NYP coming 12/29/2026)	lower elementary	In this thirteenth book in the USA Today bestselling Unicorn Diaries series, the unicorns are volunteering at the Animal Care Center. There, Edna the gnome takes care of the non-magical animals in the forest who need help. On their way to the Care Center one morning, the unicorns find a bird's egg in the grass. But when it hatches, it's not a regular bird -- it's a baby phoenix! The unicorns offer to help Edna care for him until he's ready to transform into a magical ball of flames. But then they find an injured platypus who needs help, too! Will the unicorns be able to help everyone? With full-color artwork throughout and plenty of smiles, your young reader won't be able to put this book down!	Dorsey
The Baddest Wolf of All?	Sherrin, David	series	lower elementary	He's back. But is he badder than ever? Although he sometimes doubts himself, everyone around Wolf expects him to be BIG and, especially, BAD. Deciding to live up to his name and get really, really good at being really, really bad, he seeks some help from another famous baddie. His new badness coach, the Evil Queen, instructs Wolf to bring a poisoned apple to Snow White. Easy, Wolf thinks. He just needs to disguise himself as a sweet granny, and Snow White will let him right in! But Snow White is so very kind to Wolf-as-Granny. They have fun together, laugh, and become friends. What sort of Big Bad Wolf is he becoming? Perhaps this journey to being bad isn't what he wants after all... Kids will embrace another Big Bad Wolf fractured fairy tale adventure.	Dorsey
Big Bad Wolf and the Masquer	Sherrin, David	series	lower elementary	In this new fairy tale mash-up from author David Sherrin, Big Bad Wolf helps the prince find the courage to embrace his inner self. Everyone in town was buzzing with anticipation for the royal masquerade ball--except Wolf. He doesn't like treats, or costumes, or parties. He would rather crash the party and ruin it. Wolf disguises himself and goes to the ball, but before he can reveal himself and scare everyone, he meets the prince. The prince is tired of royal life. He's not allowed to dance, eat dessert, or even dress up for his own costume party! He is supposed to be good all the time. What a nightmare! Wolf abandons his plan to scare everyone and instead helps the prince disguise himself as a normal boy, and that's when they have some real fun together. Pulling pranks and eating plenty of treats, the prince can finally be himself without the pressure to be perfect. Turns out that a big bad wolf is just the friend the prince needed.	Dorsey

Elementary

Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Sloth Slept on	Preston-Gannon, Frann	2	lower elementary	"When three children find a mysterious creature sleeping in a tree in their backyard, they search through books and use their imagination to find out what it is"	Weaver
Nando	Hoyle, McCall	series (NYP coming 8/4/2026)	upper elementary	Nando may have started life as the runt of the litter, but he's grown into a loyal, hardworking border collie that takes his job--and his family--seriously. He believes that the only way to keep his place on the farm and in the heart of his human, Esperanza, is to maintain perfection in all his responsibilities--and nothing less. But when a tropical storm turns the creek by the farm into a raging river and scatters Cloe, Nando's favorite young human; Stella, a friendly beagle; Oscar, the farm's annoying cat; and Nando himself, Nando learns the hard truth: He can't control everything. Stranded far from home, Nando is rescued by Levi, a boy with a brave heart and a gift for seeing good in others, who was also displaced by the storm. Nando and Levi are both trying to get back home, but when Levi leashes Nando, he leaves the independent herding dog with little choice but to stick with him. As they face rising waters, dangerous terrain, and the uncertainty of finding their way back, Levi offers Nando courage, friendship, and love, teaching Nando that he doesn't have to be perfect to be loved and accepted.	Dorsey
Jax Freeman and the Graveya	Mbalia, Kwame	series (NYP coming 9/22/2026)	upper elementary	In his final adventure, Jax sets out on a secret journey into the spirit realm to rescue his friend Two-Saint. But he unknowingly plays into the hands of the dreaded Wraith Queen who uses this event to escape the spirit world in an effort to defeat Jax for good. Follow Jax as he discovers what it truly means to form a community and that home is where you choose to plant roots.	Dorsey
The Double Trouble Puzzle	Patterson, James	series	upper elementary	Minerva Keen is the absolute best kid detective Chicago has ever seen, and she's hungry for a new mystery to solve with her friends. But a know-it-all new girl, Zoe, tries to take control of MK's detective club. Worse still, Ms. Claire Voyant, who has always had a soft spot for Minerva, takes Zoe's side. It's clear to Minerva that someone...or something has taken over her favorite teacher. Add in terrifying nightmares, the return of Minerva's parents (who come home with more dangerous baggage than just their luggage), and some shocking developments--MK's Detective Club might have more mysteries than they can solve. With nowhere to turn, the club walks right into danger...and the stakes just might be deadly.	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
War of the Wings	Mancusi, Mari	series (NYP coming 10/6/2026)	upper elementary	It's been five long months since Noah has seen his dragon, Asha, and he can't wait to be reunited with her when she wakes from hibernation. His best friend, Maya, however, isn't so sure. She still remembers what dragons did to their world and isn't ready to forgive and forget. She's also not ready to let Noah out of her sight again, after what happened the last time. So when Noah and his old friend Lucas join forces to aid a dragon who might be in trouble, she insists on coming along for the ride, even if that means on dragonback. Together the three of them head to Boston, now known as the City of Scales. Championed as a new world order where dragons and humans have partnered to build a paradise of movie theaters, restaurants, libraries and even pro baseball games. To Noah, it's a dream come true. A return to a world he thought he'd never see again. But Asha remains suspicious, believing something is rotten under this city's shiny skin. And if she can't convince Noah to believe her in time, it may cost her and her dragons their lives.	Dorsey
Nic Blake and the Threads of F	Thomas, Angie	series (NYP coming 1/12/2027)	upper elementary	Nic Blake is finishing her first year of Manifestor school, but the Remarkable city of Uhuru still doesn't feel like home. Between her secret prophecy (the one that says she will destroy the Remarkable world), her secret power (the one she still can't control) and everything happening with her best friend, JP (who hasn't been around since learning he was a prophet), Nic can't help but feel like she's living in hiding. And, that the only thing worse than hiding her secrets will be the moment when the world finds out who she truly is. That moment, however, turns out to be even sooner than she feared. The tensions that have been rising between LORE and Remarkable cities across the country suddenly explode into open war—an attack on Uhuru in which Nic has no choice but to save everyone—and in doing so, reveal her powers to all. But when Nic is called before the council to be questioned, something extraordinary happens: Nic and her twin brother, Alex, are pulled into some sort of vortex, and when they emerge, everything is as it was before the attack. Well…not everything. Nic and Alex soon discover that what happened to them was the result of someone altering things in the Time Realm. Nic and Alex can only guess who or what is behind it; the one thing they know for certain is that, if they want to restore history, it's going to be up to them to travel through time to do it. But it's a journey that will find Nic asking herself: Is returning everything to the way it was truly what's best for her, her family, and the Remarkable world?	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Hello, I'm a Loris	Rocco, Hayley	NF series	lower elementary	Did you know lorises have night vision? That's why they have such big eyes. In fact, their eyes are so sensitive, bright light can be almost blinding to them. And did you know that lorises are primates, just like monkeys, apes, and humans? They are the only primates in the whole world that are venomous. If they feel scared or threatened, they can deliver a nasty, painful, and sometimes even deadly bite. But did you also know lorises are endangered and need our help? With humans chopping down rainforests and taking lorises from their homes to make them pets, these unique primates need our protection more than ever. Chock-full of amazing, kid-friendly facts and inviting artwork from the #1 New York Times bestselling and Caldecott Honoree illustrator of Blackout, the Meet the Wild Things series introduces young readers to endangered animals from around the globe, told from the points of view of the animals themselves.	Dorsey
A Bunderful World	Humphrey, Anna	series (NYP coming 1/5/2027)	lower elementary	Biggie, Boingy and Flop are living the high life. They've taken over the whole city, they're living with the mayor, they have all the organic carrots they can eat and an adoring public. But with these bunnies, is a city really enough? When the World Wide Web goes down one day and the mayor's bored daughter terrorizes them, the buns have a new target for takeover: THE INTERNET. And after that, surely the whole world will be theirs . . .	Dorsey
Lowriders	Thielges, Alissa	NF	lower elementary	"Lowriders are slow-moving cars with custom paint jobs and very low bodies. They hop along the road in parades and car shows. This search-and-find book reinforces new vocabulary words with simple facts and . . . photographs to teach kindergarten readers about motorsports"--Provided by publisher.	Dorsey
Art Attack	Ponti, James	series	middle grade (ages 8-12)	The Sherlock Society goes undercover in the Miami street art scene to find an anonymous graffiti artist in this third book in the hilarious, New York Times bestselling Sherlock Society middle grade series from Edgar Award-winning author James Ponti! The Sherlock Society's latest case is tracking down stealth graffiti artist Funky Munky--well-known for their artistic statements calling out local politicians--on behalf of a developer who wants them to create a mural for a new hotel. Their investigation leads Alex, Zoe, Lina, and Yadi deep into the very colorful south Florida art scene. But finding someone who doesn't want to be found is challenging, and it doesn't help that Miami Art Week is coming up, bringing lots of attention--and lots of new artists--to the area. The Sherlock Society's best bet is an elaborate sting operation, which involves them picking up spray cans themselves. Can they trap their quarry without exposing themselves?	Dorsey
Along Came a Spider	McGrath, Raymond	2	2	Bird is finally out on his own, but he's having a hard time. Finding the perfect tree is anything but easy. Building a perfect nest isn't going well. As for making friends? That's proving to be the biggest test of all. That's when Spider swings by, catching Bird's eye. But they can't possibly be best friends . . . or can they?	IRC

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The Worm Turns Up	McGrath, Raymond	Series	2	Early in the morning, Bird and Spider try to beat the heat in Bird's fancy nest, but it's still too hot to handle. All of a sudden, they hear cries for help! Soon, they find a friendly worm stuck in the sun. Bird and Spider provide some shade so Worm can get all slimy and healthy again. Everyone knows an early bird catches the worm . . . but will that prove true for friendship too?	IRC
Flower Queen	Maheshwari, Priti Birla	Series	1		IRC
Roller Coaster Royalty	Maheshwari, Priti Birla	Series	1		IRC
Royal Best Friend	Maheshwari, Priti Birla	Series	1		IRC
Royal Diwali Artist	Maheshwari, Priti Birla	Series	1		IRC
Royal Garden Party	Maheshwari, Priti Birla	Series	1		IRC
Show-and-Tell Queen	Maheshwari, Priti Birla	Series	1		IRC
Talent Show Royalty	Maheshwari, Priti Birla	Series	1		IRC
Wedding Royalty	Maheshwari, Priti Birla	Series	1		IRC
Brazil National Soccer Teams	Scheffer, Janie	Series	3		IRC
Canada National Soccer Teams	Stabler, David	Series	3		IRC
France National Soccer Teams	Greenberg, Keith Elliot	Series	3		IRC
Spain National Soccer Teams	Scheffer, Janie	Series	3		IRC
The Mystery of the Flash Flood	Winkler, Henry	series (NYP coming 11/3/2026)	lower elementary	Willow Feathers McBeaver is ready to live out her rock star dreams . . . but her singing voice has her fellow Dogwood Pond residents swimming for the hills. Willow needs a lot of practice, so Beaver McBeaver offers to build her a soundproof studio in their dam. Beaver has been building dams his whole life, so this construction project should be no problem. But when someone punctures a hole in the dam, the McBeaver home--and all of Dogwood Pond--is put in danger. With a massive rainstorm brewing, it will be up to Detective Duck and her Pond Squad to solve the mystery of the hazardous hole and patch the dam before the storm floods their beloved community.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Pug's Cupcake	May, Kyla	series (NYP coming 10/20/2026)	lower elementary	This series is part of Scholastic's early chapter book line, Branches, aimed at newly independent readers. With easy-to-read text, high-interest content, fast-paced plots, and illustrations on every page, these books will boost reading confidence and stamina. Branches books help readers grow! Bella's Aunt Amber just opened a new bakery, and she could use some help keeping up with the cupcake and pupcake orders. Bella and Bub are happy to help! Bub even gets the job of official pupcake taste tester: YUM! But then, sneaky Nutz the squirrel tries to get his paws on the tasty treats! Will Nutz be bad for business, or will this story have a sweet ending? With full-color artwork and color-coded speech bubbles throughout, this funny and charming diary-format early chapter book is perfect for anyone who believes a furry pal is the best kind of friend.	Dorsey
Fear the Corgi	Tan, Susan	series (NYP coming 2/2/2027)	lower elementary	Pick a book. Grow a Reader! This series is part of Scholastic's early chapter book line, Branches, aimed at newly independent readers. With easy-to-read text, high-interest content, fast-paced plots, and illustrations on every page, these books will boost reading confidence and stamina. Branches books help readers grow! Ember is confronted with the cutest enemy he has ever faced: Butternut the corgi, who belongs to Lucy's cousin Charlie. Despite Butternut's adorable appearance, she is an agent of chaos. Anytime the humans are out of the room, she knocks over furniture or chews up a shoe and then blames Ember and other pets for it! Can Ember and his friends find a way to show the humans that Butternut is the real troublemaker and end her reign of chaos? With laugh-out-loud humor, engaging artwork on every page, and nonstop action that will have readers rushing to turn the pages, Pets Rule! is the just-right series for any emerging reader!	Dorsey
Super Rabbit Boy's Race Agai	Flintham, Thomas	series (NYP coming 2/2/2027)	lower elementary	Pick a book. Grow a Reader! This series is part of Scholastic's early chapter book line, Branches, aimed at newly independent readers. With easy-to-read text, high-interest content, fast-paced plots, and illustrations on every page, these books will boost reading confidence and stamina. Branches books help readers grow! Meanie King Viking has frozen Animal Town in time with his new Time Zapper! Super Rabbit Boy races to King Viking's factory to stop him from causing more time trouble. But as soon as the sun sets, he finds himself back at Carrot Castle at the start of the day! Every time Super Rabbit Boy heads to Mount Boom, the sun sets before he can get there and he is forced to restart his adventure again and again. Can Super Rabbit Boy restore time and save his friends? Or will he be stuck repeating the same day forever? Thomas Flintham's full-color artwork on every page brings energy and fun to this action-packed, gaming-themed series. And comic panels with speech bubbles make this early graphic chapter book impossible for kids to put down! Press Start! is now streaming as an NBC Peacock original series!	Dorsey
Bees	Wood, Alix	NF	3		IRC
Microbes	Wood, Alix	NF	3		IRC
Plankton	Owen, Ruth	NF	3		IRC
Tardigrades	Owen, Ruth	NF	3		IRC
Meet the Boston Red Sox	Leed, Percy	NF	1		IRC
Meet the Chicago Cubs	Wagner, Zelda	NF	1		IRC

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
34 Amazing Facts about Aliens	Walker, Tracy Sue	series	1		IRC
34 Amazing Facts about Dinos	Gramson, Hannah	series	1		IRC
34 Amazing Facts about Ghost	Walker, Tracy Sue	series	1		IRC
34 Amazing Facts about Mumm	Gramson, Hannah	series	1		IRC
34 Amazing Facts about Roblo	Walker, Tracy Sue	series	1		IRC
34 Amazing Facts about Socce	Gramson, Hannah	series	1		IRC
Meet the Dallas Cowboys	Leed, Percy	NF	1		IRC
Meet the Green Bay Packers	Leed, Percy	NF	1		IRC
Meet the Kansas City Chiefs	Leed, Percy	NF	1		IRC
Meet the Los Angeles Dodgers	Leed, Percy	NF	1		IRC
Meet the New England Patriots	Leed, Percy	NF	1		IRC
Meet the New York Yankees	Wagner, Zelda	NF	1		IRC
Meet the Philadelphia Eagles	Leed, Percy	NF	1		IRC
Meet the San Francisco 49ers	Leed, Percy	NF	1		IRC
Meet the San Francisco Giants	Leed, Percy	NF	1		IRC
Meet the St. Louis Cardinals	Wagner, Zelda	NF	1		IRC
Comets and Asteroids	Rowntree, Rosie	NF	1		IRC
Dwarf Planet Pluto	Rowntree, Rosie	NF	1		IRC
Planet Earth	Rowntree, Rosie	NF	1		IRC
Planet Jupiter	Kington, Emily	NF	1		IRC
Planet Mars	Kington, Emily	NF	1		IRC
Planet Mercury	Kington, Emily	NF	1		IRC
Planet Neptune	Rowntree, Rosie	NF	1		IRC
Planet Saturn	Rowntree, Rosie	NF	1		IRC
Planet Uranus	Rowntree, Rosie	NF	1		IRC
Planet Venus	Kington, Emily	NF	1		IRC
The Moon	Kington, Emily	NF	1		IRC
The Sun	Kington, Emily	NF	1		IRC
34 Amazing Facts about Aliens	Walker, Tracy Sue	NF	1		IRC
34 Amazing Facts about Dinosaurs	Gramson, Hannah	NF	1		IRC
34 Amazing Facts about Ghosts	Walker, Tracy Sue	NF	1		IRC
34 Amazing Facts about Mummies	Gramson, Hannah	NF	1		IRC
34 Amazing Facts about Roblox	Walker, Tracy Sue	NF	1		IRC

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
34 Amazing Facts about Soccer	Gramson, Hannah	NF	1		IRC
Allosaurus vs. Stegosaurus	Jackson, Tom	NF	3		IRC
Giganotosaurus vs. Argentinosaurus	Jackson, Tom	NF	3		IRC
Spinosaurus vs. Suchomimus	Jackson, Tom	NF	3		IRC
T. Rex vs. Ankylosaurus	Jackson, Tom	NF	3		IRC
Triceratops vs. Edmontosaurus	Jackson, Tom	NF	3		IRC
Velociraptor vs. Protoceratops	Jackson, Tom	NF	3		IRC
Beaver's Lodge	Owen, Ruth	NF	1		IRC
Green Tree Ant's New Nest	Owen, Ruth	NF	1		IRC
Hermit Crab's New Shell	Owen, Ruth	NF	1		IRC
Weaver Bird's Town	Owen, Ruth	NF	1		IRC
Eek, Amphibians!	Ransom, Candice	NF	2		IRC
Ew, Reptiles!	James, India	NF	2		IRC
Jeepers, Sea Creatures!	James, India	NF	2		IRC
Oh My, Mammals!	Ransom, Candice	NF	2		IRC
Ugh, Bugs!	James, India	NF	2		IRC
Yikes, Birds!	Ransom, Candice	NF	2		IRC
Explore Ancient Egypt	Wagner, Zelda	NF	2		IRC
Explore Ancient Greece	Wagner, Zelda	NF	2		IRC
Explore Ancient India	Ransom, Candice	NF	2		IRC
Explore Ancient Rome	Wagner, Zelda	NF	2		IRC
Explore Mesopotamia	Wagner, Zelda	NF	2		IRC
Explore the Aztec Empire	Ransom, Candice	NF	2		IRC
Explore the Inca Empire	Ransom, Candice	NF	2		IRC
Explore the Maya Civilization	Wagner, Zelda	NF	2		IRC
Explore the Viking Age	Ransom, Candice	NF	2		IRC
La historia de la Copa Mundial (The Story of the World Cup)	Carlson-Berne, Emma	NF	1		IRC
Las ligas de fútbol que están en lo más alto del mundo (World's Top Soccer Leagues)	Krenn, Cara	NF	1		IRC

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Los mejores equipos de fútbol de todos los tiempos (All-Time Best Soccer Teams)	Carlson-Berne, Emma	NF	1		IRC
Los momentos más increíbles del fútbol (Most Incredible Soccer Moments)	Krenn, Cara	NF	1		IRC
Mejores jugadoras femeninas de fútbol (Best Women's Soccer Players)	Krenn, Cara	NF	1		IRC
Mejores jugadores masculinos de fútbol (Best Men's Soccer Players)	Krenn, Cara	NF	1		IRC
Ankylosaurus	Ranch, Jeri	NF	1		IRC
Baryonyx	Jackson, Tom	NF	1		IRC
Brachiosaurus	Ranch, Jeri	NF	1		IRC
Compsognathus	Ranch, Jeri	NF	1		IRC
Gigantoraptor	Jackson, Tom	NF	1		IRC
Pachycephalosaurus	Ranch, Jeri	NF	1		IRC
Parasaurolophus	Jackson, Tom	NF	1		IRC
Spinosaurus	Ranch, Jeri	NF	1		IRC
Stegosaurus	Jackson, Tom	NF	1		IRC
T. Rex	Jackson, Tom	NF	1		IRC
Therizinosaurus	Ranch, Jeri	NF	1		IRC
Triceratops	Jackson, Tom	NF	1		IRC
All-Time Best Soccer Teams	Carlson-Berne, Emma	NF	1		IRC
Best Men's Soccer Players	Krenn, Cara	NF	1		IRC
Best Women's Soccer Players	Krenn, Cara	NF	1		IRC
Most Incredible Soccer Moments	Krenn, Cara	NF	1		IRC
The Story of the World Cup	Carlson-Berne, Emma	NF	1		IRC
World's Top Soccer Leagues	Krenn, Cara	NF	1		IRC
Who Is Caitlin Clark?	Leed, Percy	NF	1		IRC
Who Is Lionel Messi?	Leed, Percy	NF	1		IRC
Who Is Patrick Mahomes?	Leed, Percy	NF	1		IRC
Who Is Simone Biles?	Wagner, Zelda	NF	1		IRC
Who Is Stephen Curry?	Wagner, Zelda	NF	1		IRC
Who Is Travis Kelce?	Wagner, Zelda	NF	1		IRC
Emperor Penguins	Owen, Ruth	NF	1		IRC
Gorillas	Owen, Ruth	NF	1		IRC

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Lions	Owen, Ruth	NF	1		IRC
Seahorses	Owen, Ruth	NF	1		IRC
Artificial Intelligence	Carlson-Berne, Emma	NF	4		IRC
Comic Books	Hoena, Blake	NF	4		IRC
Drones	Carlson-Berne, Emma	NF	4		IRC
Skateboards	Blake	NF	4		IRC
I'm a Dumbo Octopus!	Lambelet, Anne	NF	2		IRC
We Are Dwarf Sperm Whales!	Lambelet, Anne	NF	2		IRC
Billie Builds A Robocorn	Lourenco, Jose	4	lower elementary	"Billie is relentlessly resourceful. Nothing can keep her down! Band has no instruments? Easy. She'll make some. Dad's Zoom meetings too boring? Piece of cake. She'll liven them up with a dramatic reading from her favorite book. Moving away from her house and her favorite things? A breeze. She'll pack with the best of them. Friends all left behind? No problem. She'll just create one! Ta-da! His name is Robocorn, and he's a majestic robot unicorn capable of deep conversation, limbo, jumping over the sun and making pancakes. What more could a person need? Certainly not human friends . . . right?	Handley STEM
Broccoli Is Trying To Kill Me	Evans, Katie	3	lower elementary	It's one girl against an army of vegetables in this hilariously hyperbolic picture book about our leafy green (and red, orange, purple, and yellow) frenemies.	Handley STEM
The Case of Old MacDonald and his Farm	Teague, Mark	6	lower elementary	Something mysterious--and silly!--is up at Old MacDonald's farm. Thank goodness Officer Busby is on the case, because, as she says, "Whoever did this knew their business." Silly business, that is. What could possibly be going on? Well, it's April 1st. And everyone knows what that means...	Handley STEM
Chopsticks Are	Ward, Chloe	3	lower elementary	Chopsticks are our sous-chefs in the kitchen. They are shape, texture, and art. They are also remembering, celebration, and good luck. Learn about the countless things these amazing utensils can be in this picture book that makes learning about chopsticks as joyful as using them!Why do we love chopsticks? Let us count the ways! Chopsticks can be so many things:A baton for blending, swirling, whirling . . .slender fingers, perfect for picking up cheese puffs and navigating natto . . .a tradition, an offering, a celebration . . .and so much more than we can imagine.This meaningful and joy-filled picture book celebrates how chopsticks are used by people all over the world. Learn about how chopsticks are used in different cultures and countries, and join in the celebration of this multifaceted utensil.	Handley STEM
Fairies Welcome: A surprise for Willow	Jackson, Bea	series	2-5	When Willow tells Lily she's super nervous about performing in a big school celebration, Lily isn't sure how to help her. Then, with fairies Sky and Jasmine by her side, Lily comes up with an idea: they'll surprise Willow at school! But will their secret plan be too dangerous, especially for teeny tiny fairies?	Handley STEM
Fairies Welcome:A Sweet Secret!	Jackson, Bea	series	2-5		Handley STEM
Fairies Welcome: A Wish for Lily	Jackson, Bea	series	2-5	Willow compromises by showing them how to build a sandcastle, and all goes well...until a giant wave sweeps Sky out to sea! Can they save her or is she lost forever?	Handley STEM

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Fairy Scout Friends: The flutterfly effect	Fay, Hannah	series	2-5	"Flutterly, an enthusiastic fairy who looks a little different from the other fairy scouts, struggles to use her fairy dust but is reminded to believe in herself"	Handley STEM
Forty the Fortune Teller	Daywalt, Drew	4	lower elementary	In this hilarious graphic novel-style picture book, Forty the Fortune Teller, along with her friends Potato Chip and Basketball convince a team of chewed-up chewing gum to help repair the playground slide so that the kids at school won't get hurt. This story is totally wacky, totally adorable, and a perfect read-aloud for a storytime.	Handley STEM
Gunnar the Viking's Great Pizza Adventure	Vaisberg, Diego	4	lower elementary	He tried again and again until he perfected his recipe. He couldn't wait to share it with his fellow villagers. As demand for his pizza grew, Gunnar faced a tough decision. Should he continue to swing his sword and seek adventure, or should he pursue his true passion in the kitchen? Tag along to see if Gunnar follows his dreams and lives deliciously ever after.	Handley STEM
Fairy Scout Friends: In Full Bloom	Fay, Hannah	series	2-5		Handley STEM
Fairy Scout Friends: No rain, no rainbow	Fay, Hannah	series	2-5	A misanthropic fairy who's here to learn magic, not make friends, nevertheless carves out a place for herself. Like a goth descendant of Disney's Maleficent, the doom-and-gloom star of Fay's story hates glitter, smiles, and flowers, but she's obliged to join the Fairy Scouts to "earn her magic" and become a full-fledged fairy.	Handley STEM
Fairy Scout Friends: One-of-a-kind jewel	Fay, Hannah	series	2-5	Meet the Fairy Scout Friends, a group of misfit fairies working together to earn their magic! Jewel is ready to spread her wings and take on a baking challenge that's all about showing off her own sparkle, not her sister's, in this sweet and magical adventure!	Handley STEM
The Quiet Ocean	Offsay, Charlotte	2	lower elementary	An amusing and appealing tale of how a quiet ocean is transformed into a troubling, chaotic, out-of-control ocean, before finally being restored to a now-this-is-more-like-it ocean. The book tells the story as a cumulative tale, one that builds on each of the previous lines and then repeats the entire sequence with each new addition, similar to the "I Know an Old Lady Who Swallowed" or "This Is the House That Jack Built" books. In the end, life in the ocean returns to normal-at least for now.	Handley STEM
Ho-Ho-Ho-Larious Christmas Jokes	Cate, Chris	NF	lower elementary	"A laugh-out-loud celebration of holiday cheer full of the funniest elves, snowmen and reindeer for kids of all ages to enjoy"	Handley STEM
How to make a turkey laugh	Cate, Chris	NF	lower elementary	"How do you get turkeys to giggle and gobble? With jokes! Get ready to laugh with this book of hilarious, turkey-themed jokes for kids"	Handley STEM
How to make a red panda laugh	Cate, Chris	NF	lower elementary	Animal Jokes	Handley STEM
Karen's in Love	Williams, Lily	series (NYP coming 12/29/2026)	upper elementary	At first, Karen and Ricky were enemies. Then, they started to like each other. They are even planning to get married. But now Karen and Ricky are in a big fight! Karen puts gum in Ricky's desk. Ricky calls Karen "Four-eyes." Will Karen and Ricky make up... or break up?	Dorsey

Elementary

Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Dog Days	Colleen, Marcie	series (NYP coming 9/29/2026)	upper elementary	When Adonis's super-strength zoomies create a huge mess (and leave a dog-shaped hole in the wall), he hears the two worst words he knows: Bad dog! Worried that his villainous origins mean he can never be truly good, Adonis turns to his creator, Doctor Von Malice, for help. But what she offers is a double-cross disguised as a fresh start — a complete reboot that would erase his personality and wipe away all memories of the friends and family who love him. Now, Cat Ninja, Fleabot, and a factory-reset Adonis must face mutant guinea pigs, a villainous vet, and an old foe with an explosive history to recover the literal keys to restoring Adonis to his lovable, slobbery self.	Dorsey
I Survived the Hindenburg Disaster, 1937 Graphic Novel	Tarshis, Lauren	series (NYP coming 12/29/2026)	upper elementary	For Hugo Ballard, flying on the Hindenburgis a dream come true. Hugo, his parents, and his younger sister, Gertie, are making the thrilling four-thousand-mile journey across the Atlantic Ocean in a zeppelin as big as the Titanic. But as the Hindenburg gets ready to land, a blast rocks the airship and fire consumes it entirely in a mere thirty-two seconds. In the moment of the explosion, Hugo finds himself separated from his family and in a desperate race to escape the flames. The Hindenburg is doomed -- and so, it seems, is Hugo. Can he survive this historic disaster?	Dorsey
Whatever After, the Graphic Novel. 3,Sink or Swim	Mlynowski, Sarah	series (NYP coming 3/2/2027)	upper elementary	Abby and Jonah are in hot water again! The first two times they messed up the fairy tales were accidents, but this time, when their magic mirror pulls them into the story of the Little Mermaid, they have no choice but to try and rewrite it. The original story does NOT end happily! In order to find a happy ending for the Little Mermaid, Abby and Jonah will need to convince her to keep her tail, plan a royal wedding, and avoid getting eaten by sharks, all before the Little Mermaid is fish food, and they're lost at sea forever!	Dorsey
Darkness of Dragons: A Graphic Novel	Sutherland, Tui T.	series (NYP coming 12/29/2026)	upper elementary	Time is running out. Qibli knows Darkstalker must be stopped. And he knows he could stop him-if he had magic. With even a sliver of the ancient dragon's all-powerful scroll, Qibli could rewrite history the right way: end the war forever, make every dragon happy, perhaps even cast a very small spell so that everyone would like him . . . . But the prophecies are not easy to rewrite. Using only the small animus objects he's borrowed from Turtle, can Qibli be the magical force Pyrrhia needs, or will he be the one to bring Jade Mountain-and his family, his friends, the whole world-crashing down?	Dorsey
The Gingerbread Man: Astronaut on the Loose: A Graphic Novel	Murray. Laura L.	series (NYP coming 1/12/2027)	lower elementary	The Gingerbread Man and his class are in for something extra special today: a field trip to the space museum! They'll learn all about the planets and stars from a real-life astronaut and play engineer to launch hand-made stomp rockets. But when our favorite cookie accidentally hitches a ride on one of the rockets, he'll have to gather his courage and shoot for the moon if he hopes to land among his classmates safely.	Dorsey

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Happy Campers	Wang, Dora	series (NYP coming 11/3/2026)	upper elementary	Peaches is determined to have the best birthday ever, so she plans something she's never tried before: camping! But her big day takes an unexpected turn when a mischievous creature called the Gloamish shows up . . . and her pup Sesame goes missing! Brimming with laughter, surprises, and heart, this adorable adventure is a joyful reminder to treasure friendship, savor the little moments, and embrace the here and now.	Dorsey
Snake & Bat: What Will We Fir	Willems, Mo	series (NYP coming 9/1/2026)	lower elementary	From #1 New York Times bestselling, award-winning author Mo Willems comes SNAKE & BAT, a funny new early-reader series set in the world of ELEPHANT & PIGGIE! Bat plans so that Snake does not have to. Snake goes to bat when Bat makes mis-snakes. Best Friends Snake and Bat love being themselves with each other. In What Will We Find in This Box? Snake and Bat find a box. The box is exciting! The box is instructive. The box can be a toy. The box is also . . . not theirs! How can a box be one thing and so many things at the same time? Read and find out!	Dorsey
Penelope Rex vs the New Kid	Higgins, Ryan T.	series (NYP coming 8/18/2026)	lower elementary	Penelope Rex is the only dinosaur in her school and she likes it that way. But when a new kid joins her class, Penelope doesn't know how to feel about it—because this new kid is another dinosaur! As she tries to welcome Patty Topps, Penelope is faced with some dino-size questions about standing out, fitting in, and what really makes her feel special. Readers will root for Penelope as she navigates what it means to be one of a kind (even if she's no longer the only kid in her class who is seven feet tall and covered in scales).	Dorsey
Pete the Cat and the Cookie C	Dean, James	series (NYP coming 9/22/2026)	lower elementary	It's cookie time with Pete and his friends in this zany picture book from the #1 New York Times bestselling classic series Pete the Cat! Pete the Cat is baking cookies. And when he sees his friends playing outside, Pete wishes the baking would just hurry up. So, he builds an invention... BEHOLD! The Cookie-O-Matic! It's cool, it's groovy, it's fantastic! The machine bakes a lot of cookies--and fast. But what happens when the cookies spin out of control and ROLL out the door? Will Pete catch the cookies before playtime ends? Find out in this delicious cookie chase story where Pete the Cat is serving up sweets with a side of patience and friendship.	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Sleepless	Korman, Gordan	3	upper elementary	From the #1 bestselling author of RESTART, the story of five kids who are up all night every night... and desperate to find out why. There's not enough time in the day. How often have Mickey, Skye, Levi, Cyrus, and Thea thought that? Well, now they have plenty of extra time... because they no longer need to sleep. None of them knows why this is happening to them. All they know is that they have to keep it a secret from their families and their friends. And while they keep it a secret, they can use their extra hours to become better than everyone else. Each of them thinks they're alone in their sleeplessness. But once they find each other, they know it can't be just an accident. Suddenly they're forced to ask: What's keeping them awake at night?	Dorsey
Toast of the Town	John, Jory	Series	lower elementary	Meet Toast. He knows everybody, and everybody knows him. He pops up wherever help is needed—shoveling sidewalks, welcoming newcomers, checking in on neighbors—just because.	Handley STEM
A Sprinkle in Time	Pilkey, Dav	Series, NYP	lower elementary	In the newest saga, our anti-hero, Grandpa, alters the fabric of time and space. Is his evil the necessary soil for Dog Man and friends to grow and bloom? Can we all step up to be the change? It's the saga of the century.	Handley STEM
Diary of a Wimpy Kid: Fight for Flight	Kinney, Jeff	Series, NYP	upper elementary	When the going gets tough, what's a wimpy kid to do? In Fight or Flight , Greg Heffley faces his biggest challenge yet as he becomes a target for the school bully. Luckily for Greg, his best friend, Rowley Jefferson, takes karate, so at least Greg's got someone in his corner. But an unexpected twist makes Greg realize he's facing an uphill battle. Will Greg step into the ring or throw in the towel? One thing's for sure-- Fight or Flight is a knockout!	Handley STEM
I Am He-Man! (Masters of the Universe) (Little Golden Book)	Berrios, Frank	series	lower elementary	Prince Adam tries to save his family in an epic battle with Skeletor.	Handley STEM
I AM He-Man! Mattel Reader, Level 3	Geron, Eric	series	lower elementary	After being separated for 15 years, the Sword of Power leads Prince Adam back to Eternia, which has been shattered under the fiendish rule of Skeletor. To save his family and his world, Adam joins forces with Teela and Man-At-Arms, and embraces his true destiny as He-Man—the most powerful man in the universe.	Handley STEM
Curious About Christmas	Kassuelke, Elizabe	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Diwali	Silver, Erin	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Halloween	Silver, Erin	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Hanukkah	Silver, Erin	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Kwanzaa	Tyner, Artika	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Thanksgiving	Kassuelke, Elizabe	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Curious About the Day of the D	Silver, Erin	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Curious About Veterans Day	Tyner, Artika	NF (NYP coming 7/15/2026)	lower elementary	Curious About Holidays series	Dorsey
Easter	Houts, Amy	NF	lower elementary	Curious About Holidays series	Dorsey
Independence Day	Houts, Amy	NF	lower elementary	Curious About Holidays series	Dorsey
Juneteenth	Tyner, Artika	NF	lower elementary	Curious About Holidays series	Dorsey
Lunar New Year	Silver, Erin	NF	lower elementary	Curious About Holidays series	Dorsey
Memorial Day	Houts, Amy	NF	lower elementary	Curious About Holidays series	Dorsey
Presidents' Day	Houts, Amy	NF	lower elementary	Curious About Holidays series	Dorsey
Ramadan	Golkar, Golriz	NF	lower elementary	Curious About Holidays series	Dorsey
Valentine's Day	Kassuelke, Elizabe	NF	lower elementary	Curious About Holidays series	Dorsey
Algorithms	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Artificial Intelligence	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Coding: Language and Order	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Cybersecurity	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Debugging	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Hardware	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
The Internet	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Logic in Coding	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Organizing data	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Semiconductors	Gonzalez, Echo El	NF	upper elementary	Building Blocks of Computer Science series	Dorsey
Dealing with Bullying	Hicks, Kelli L	NF	upper elementary	Most students have either witnessed bullying or been the target of a bully. Bullying is common, but it is not okay. This book explains what bullying is, identifies the types of bullying, and covers what to do to feel confident and safe. It provides strategies you can use to gain control over bullies	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The Big Book of Birthdays	Feunekes, Anna L	NF (NYP coming 6/16/2026)	lower elementary	Get the party started with this interactive birthday book that takes inquisitive kids on a festive tour of celebrations around the world. What's the one day a year that's all about you? Your birthday, of course! From eating seaweed soup in Korea to playing ampe in Ghana, this engaging birthday book takes kids ages 7-9 on a global tour to see how different cultures mark the occasion. Written and illustrated by Anna Lena Feunekes, The Big Book of Birthdays is filled with history, cultural insights, and hands-on activities to get the party started, offering a wonderful look at holidays around the world. Perfect for party preparation and family reading, this activity-filled guide features: Global traditions detailing where birthdays came from, the history and culture behind them, the zodiac, and special birthday foods. Hands-on activities showing children how to make their own wrapping paper, birthday cards, a kagemand, perfect payesh, and even a pinata. Fascinating cultural insights teaching young readers how to sing birthday songs in different languages and play games like Spijkerpoepen. Beautiful collage-style artwork that brings every page to life and transports the reader into the festivities.	Dorsey
Detection Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
Herding Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
K-9 Police Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
Search and Rescue Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
Service Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
Therapy Dogs	Meister, Cari	NF	lower elementary	Curious About Working Dogs series	Dorsey
Majestic Eagles	Grodzicki, Jenna	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Plunging Ospreys	Grodzicki, Jenna	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Ravenous Vultures	Langdo, Bryan	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Silent Owls	Grodzicki, Jenna	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Soaring Hawks	Langdo, Bryan	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Speedy Falcons	Langdo, Bryan	NF	upper elementary	Sky Terrors: Birds of Prey series	Dorsey
Aircraft Carriers	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Bombers	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Drones	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Fighter Jets	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Helicopters	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Ships	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Submarines	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Tanks	Marlin, Charles	NF	upper elementary	Military Machines (Apex) series	Dorsey
Aircraft Carriers	Koestler-Grack, Ra	NF	lower elementary	Curious About Military Machines series	Dorsey
Bombers	Koestler-Grack, Ra	NF	lower elementary	Curious About Military Machines series	Dorsey
Destroyers	Koestler-Grack, Ra	NF	lower elementary	Curious About Military Machines series	Dorsey
Fighter Jets	Jensen, Caroline	NF	lower elementary	Curious About Military Machines series	Dorsey

Elementary

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Submarines	Koestler-Grack, Ra	NF	lower elementary	Curious About Military Machines series	Dorsey
Tanks	Koestler-Grack, Ra	NF	lower elementary	Curious About Military Machines series	Dorsey
The Best MMA Fighters	Cooke, Tim	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
The Best MMA Moments	Cooke, Tim	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
The Best MMA Rivalries	Cooke, Tim	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
The Best Pro Wrestling Momer	Jackson, Tom	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
The Best Pro Wrestling Rivalrie	Jackson, Tom	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
The Best Pro Wrestling Stars	Jackson, Tom	NF (NYP coming 8/1/2026)	lower elementary	Lerner Sports: Inside the Ring series	Dorsey
Meet Aaron Judge!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Ariana Grande!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Beyonce!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Billie Eilish!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Bruno Mars!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Caitlin Clark!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Coco Gauff!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Cristiano Ronaldo!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Drake!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Lamar Jackson!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Timothee Chalamet!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Lionel Messi!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Lizzo!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Olivia Rodrigo!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Sabrina Carpenter!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Meet Stephen Curry!	Daniels, Rachel	NF	lower elementary	Easy Star Biographies series	Dorsey
Jung Kook	Loh-Hagan, Virgin	NF (NYP coming 8/1/2026)	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Lisa	Loh-Hagan, Virgin	NF (NYP coming 8/1/2026)	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Pope Leo	Loh-Hagan, Virgin	NF (NYP coming 8/1/2026)	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Taylor Swift	Loh-Hagan, Virgin	NF (NYP coming 8/1/2026)	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Zendaya	Loh-Hagan, Virgin	NF (NYP coming 8/1/2026)	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Angel Reese	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Anne Frank	Pincus, Meeg	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey

Elementary

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
Dolores Huerta	Perez Mendoza, B	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Ellen Ochoa	Perez Mendoza, B	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Jonas Salk	Pincus, Meeg	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Lebron James	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Lionel Messi	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Queen Elizabeth II	Gebhardt, Amanda	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Shohei Ohtani	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Sonia Sotomayor	Perez Mendoza, B	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Travis Kelce	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series	Dorsey
Amelia Earhart	Haldy, Emma E	NF	lower elementary	My Early Library: My Itty-Bitty Bio series: Spanish	Dorsey
Helen Keller	Haldy, Emma E	NF	lower elementary	My Early Library: My Itty-Bitty Bio series: Spanish	Dorsey
Katherine Johnson	Loh-Hagan, Virgin	NF	lower elementary	My Early Library: My Itty-Bitty Bio series: Spanish	Dorsey
I'm Longer than You!: an Epic (	Fisher, Carolyn	NF	lower elementary	When Supersaurus claims to be the longest animal, Blue Whale begs to differ.	Dorsey
The Danger Files: Real-Life Di	Redding, Anna Cr	NF - 3 reviews	upper elementary	From the Titanic to the Boston molasses flood, investigate five famous historic Delve deeper into some of the most dramatic disasters in history! Using case	Dorsey
The Danger Files: True Surviva	Redding, Anna Cr	eries (NYP coming 10/20/2	upper elementary	What would I do? Award-winning journalist Anna Crowley Redding brings read Have you ever wondered what you would do in a life-or-death situation? If su	Dorsey
World of Mushrooms	Payen, Pauline	NF	upper elementary	Get a close-up look at twenty common mushrooms and their habitats in this liv Explore different mushroom habitats and discover how they communicate wit With World of Mushrooms, readers will: Observe common mushrooms up close. Learn how mushrooms communicate. Find out how and where mushrooms grow. Spot mushrooms in the wild.	Dorsey
Now You Know Your ABCs	Matt Hunt		PK-K		IRC
Seahorse Is Furious	Morag Hood		PK-K		IRC
The Umbrella	Sylvia Walker		PK-K		IRC
Tractors on the Go!	Michelle Robinson		PK-K		IRC
Say Hello Like an Armadillo	Zewlan Moor		PK-K		IRC
Owl by Myself	Pete Oswald		PK-K		IRC
Hooray for My Brain	Paul Meisel		PK-2		IRC
If You Went to the Bottom of the Ocean	Brooke McIntyre		PK-2		IRC
I Am Not Boring	Lena Podesta		PK-2		IRC
Lilly's Surprise Pumpkins	Beth Charles		PK-2		IRC
Pretty Close, but Not the Same	Meg Fleming		PK-2		IRC
At the Edge: Curious Creatures of Planet Earth	David Elliott		PK-2		IRC
Buzz	Toni Buzzeo		PK-2		IRC

Elementary					
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Hammers, Drills, and Wrenches	Hope Vestergaard		PK-2		IRC
Fake Gnus	Leslie Helakoski		PK-2		IRC
The Very Eager Evergreen	Stef Wade		PK-2		IRC
Tough Times	Raúl the Third		PK-2		IRC
Sib Squad: Hole Lotta Trouble!	Steve Breen		PK-2		IRC
Loch Ness Monster's Unbelievable Science	Anne Appert		PK-2		IRC
Superman's Good Guy Gang: Follow the Leader	Rob Justus		PK-2		IRC
Bawk to the Future	Kaz Windness		PK-2		IRC
Pizza Barn	J. Torres		PK-2		IRC
We Are All Ears	Jonathan Fenske		K-2		IRC
Dinosaur Day	Edward Miller		K-2		IRC
I Want to Be a Farmer	Laura Driscoll		K-2		IRC
Cats in Conductor Hats	Sudipta Bardhan-Quallen		K-2		IRC
Cactus Home	Vikram Madan		K-2		IRC
Pow for Pia	Betsy Groban		K-2		IRC
Chopsticks Are	Chloe Ito Ward		K-2		IRC
I Am a Bon Dancer	Brandi-Ann Uyemura		K-2		IRC
The Legend of Ban-Dal	Jessica Yoon		K-2		IRC
The Only Way to Dance	Cristina Quintero		K-2		IRC
Going Home with Dad	Simon Howe		K-2		IRC
Finn the Floaty	Leanne Hatch		K-2		IRC
Surprise for Snail	Petr Horacek		K-2		IRC
Love, Panda	Elaine Su		K-2		IRC
Frankenkitty	Maudie Powell-Tuck		K-2		IRC
Today Is the Day	Chelsea Lin Wallace		K-2		IRC
Tova's Sweet Solution	Melissa Taylor		K-2		IRC
Turtle Slept In	Jacob Grant		K-2		IRC
Nice Work	Nicholas Day		K-2		IRC
School Spirits (F26)	Charlotte Gunnufson		K-2		IRC
A Fish Like Me	Jamie Sumner		K-2		IRC
Otis Knows (How to Be a Bear)	Liz Garton Scanlon		K-2		IRC
Find the Sun	Andy Harkness		K-2		IRC

Elementary					
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Bear and Bird The Cloud	Jarvis Jarvis		K-2		IRC
Stubby A Pencils Journey	Sydra Mallery		K-2		IRC
There's a Pony in My Apartment!	Jennifer Harney		K-2		IRC
Gaudi (SP)	Susan B. Katz		K-2		IRC
Girl Who Could Fix Anything (SP)	Mara Rockliff		K-2		IRC
Americas Dreaming (SP)	Bob McKinnon		K-2		IRC
The Women Before Us (SP)	Nydia Armendia-Sánchez		K-2		IRC
Go Bananas	A. B. Peele		K-2		IRC
The Shy Book	Howard Pearlstein		K-2		IRC
Do You Really Know Flamingos?	Brandon Todd		K-2		IRC
Farm Shark	Bill Canterbury		K-2		IRC
How to Be a Proper Ogre	Kelly DiPucchio		K-2		IRC
How to Draw a Zombie	Zoey Abbott		K-2		IRC
Even Steven	Carrie Finison		K-2		IRC
The River of Caregiving	Jocelyn Chung		K-2		IRC
I Told a Little Lie	Judith Henderson		K-2		IRC
A Very Scary Book	Angela DiTerlizzi		K-2		IRC
My Friend the Paintbrush	Marcus Pfister		K-2		IRC
Why Do Liquids Slip and Slide	Madeline J. Hayes		K-2		IRC
Alight	Jennifer Torres		K-2		IRC
Take It Apart	Katey Howes		K-2		IRC
Puffins (F26)	Maria Gianferrari		K-3		IRC
Horned Toad Has a Superpower	Jill Esbaum		K-3		IRC
Fourteen Ways of Looking at Jellyfish	Carole Boston Weatherford		K-3		IRC
We Are the Keystones	Katy S. Duffield		K-3		IRC
Henry Upside Down	Jenn Bailey		K-3		IRC
Once Upon a Tail	Audrey Perrott		K-3		IRC
A Wickedly Evil Pet	Kailei Pew		K-3		IRC
One Mad Cat and the Missing Book	Vicky Fang		K-3		IRC
Sherlock Roach and the Case of the Crunchy Crumb	Joe McGee		K-3		IRC
Lake of Slime	Jarrett Lerner		K-3		IRC

Elementary					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Framed in Paris!	Dan Yaccarino		K-3		IRC
Maud and the Very Eventful Week	Lisa Anchin		K-3		IRC
The Gingerbread Man Trick-or-Treaters on the Loose	Laura Murray		K-3		IRC
Super Sibling Mega Battle	Dan Yaccarino		K-3		IRC
The True Ugly Duckling	Sandra Nickel		1st-3rd		IRC
A Doctor at Heart	Joan Schoettler		1st-3rd		IRC
Beatrix and Her Friends	Anne Lambelet		1st-3rd		IRC
Charley's Honky-Tonk Mission	Beatrice Winifred Iker		1st-3rd		IRC
A Supreme Friendship	Debbie Rovin Murphy		1st-3rd		IRC
A Taxi for Everyone	Debbie Zapata		1st-3rd		IRC
Pecosita's Freckly Freckle Face	Aliya King Neil		1st-3rd		IRC
Teeny and Tilly	Beanie Feldstein		1st-3rd		IRC
Sallie Bee Says I'm Sorry	Susan Verde		1st-3rd		IRC
The Next Shiny Object	Hudson Talbott		1st-3rd		IRC
Jurassic Jeff: Phone Home	Royden Lepp		1st-3rd		IRC
Junie B. Jones and Her Big Fat Mouth Graphic Novel	Barbara Park		1st-3rd		IRC
Finnik the Furious	Josh Ulrich		1st-3rd		IRC
Boss of the Underworld	Tor Freeman		1st-3rd		IRC
Tony Rex's Seven Stomps to Success	Alex Latimer		1st-3rd		IRC
Rex Rocket: Cosmic Wiener Dog	John Gallagher		1st-3rd		IRC
Bat and the Case of the Yips	Elana K. Arnold		1st-3rd		IRC
Venus Washington and the Birthday Blowout	Maisha Oso		1st-3rd		IRC
School for Woodland Creatures	Lauren Castillo		1st-3rd		IRC
Yarn Is Everything!	Aaron Reynolds		1st-3rd		IRC
Frank the Monster	Mats Strandberg		1st-3rd		IRC
This Book Stinks!	Danielle Saint-Onge		1st-3rd		IRC
Amina Banana and the Formula for Fairness	Shifa Saltagi Safadi		1st-3rd		IRC
The Monster and the Clown	Mats Strandberg		1st-3rd		IRC

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Felix Powell Boy Squirrel	Erin Entrada Kelly		1st-3rd		IRC
The Monster and the Library	Mats Strandberg		1st-3rd		IRC
Corner Kick	Andrew Maraniss		1st-3rd		IRC
The Man in Motion	Lorna Schultz Nicholson		1st-3rd		IRC
The World Game	John Coy		1st-3rd		IRC
Finding My Wave	Alexandra Katona		1st-3rd		IRC
Swing (F26)	James Yang		1st-3rd		IRC
Grand Slam	Andrew Maraniss		1st-3rd		IRC
Deli Days	Jenna Rothberg		1st-4th		IRC
The Outermost Mouse	Lauren Wolk		1st-4th		IRC
Riding Magic	Kelly Starling Lyons		1st-4th		IRC
The Long Hike	Meghan McCarthy		1st-4th		IRC
The Traitor Moth	Katharine Orton		3rd-5th		IRC
The House With Chicken Legs Runs Away	Sophie Anderson		3rd-5th		IRC
The Thing About Giants	Christopher Galvin		3rd-5th		IRC
Dragon Dreams	Angela Cervantes		3rd-5th		IRC
The Fire Serpent Legacy	Cindy L. Rodriguez		3rd-5th		IRC
Quetzal's Labyrinth	Karla Arenas Valenti		3rd-5th		IRC
Rhea's Rodeo	Laekan Zea Kemp		3rd-5th		IRC
Sunshine in the Monsoons	Tina Athaide		3rd-5th		IRC
Spree	Celeste Mohammed		3rd-5th		IRC
A Suitcase Full	Maryam Kia		3rd-5th		IRC
Sashimi	Dan Santat		3rd-5th		IRC
Squalo & Mage vs. the Rage of the Bakunawa	Kara Bodegón-Hikino		3rd-5th		IRC
The Pancake Trap	Stephanie Young		3rd-5th		IRC
Wolf's Belly	John August		3rd-5th		IRC
Super Unicorn Princess	Mike Hartigan		3rd-5th		IRC
Howliday Inn the Graphic Novel	James Howe		3rd-5th		IRC

Elementary					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Unbelievably Cute Origami	Tatsukuri Origami		3rd-5th		IRC
Soccer Smarter for Kids	Andrew Latham		3rd-5th		IRC
Yummy Watercolor	Camille Bellet		3rd-5th		IRC
Sign Language Around Town	Kathryn Clay		3rd-5th		IRC
Just One Gift	Linda Sue Park		3rd-5th		IRC
Wombat Waiting	Katherine Applegate		3rd-5th		IRC
Dante N Ferno Camp Catastrophe	Brian Gordon		3rd-5th		IRC
Nando	McCall Hoyle		3rd-5th		IRC
The Second Life of Snap	Erin Entrada Kelly		3rd-5th		IRC
Roar	Varsha Bajaj		3rd-5th		IRC
Fifth Grade Top Dogs	Jerry Spinelli		3rd-5th		IRC
Rosetown Forever	Cynthia Rylant		3rd-5th		IRC
Earth to Chris Cleevy	Christof Bogacs		3rd-5th		IRC
The Big Hatch	Elana Rubinstein		3rd-5th		IRC
Ghost in Cabin 13 Graphic Novel	J.C. Phillipps		3rd-5th		IRC
Montgomery Bonbon: Sabotage at Sea	Alasdair Beckett-King		3rd-5th		IRC
The Gecko Escape Room	Wallace Ronald Roy		3rd-5th		IRC
Remember Me, Daphne	Celia Krampien		3rd-5th		IRC
Fatal Glitch Camp Zero	Eliot Schrefer		3rd-5th		IRC
The Case of the Buried Treasure	Christee Curran-Bauer		3rd-5th		IRC
I Want to Be a Scientist	Stepanka Sekaninova		3rd-5th		IRC
Gallaudet Eleven	Kerry O'Malley Cerra		3rd-5th		IRC
Hot Dog (F26)	Christine Van Zandt		3rd-5th		IRC
Weaver and the Web	Chris Baker		3rd-5th		IRC
My Exciting Europe	Ben Lerwill		3rd-5th		IRC
A Bear Belongs	Catherine Barr		3rd-5th		IRC
Soccer	Melissa Santoyo		3rd-5th		IRC
How to Be a Soccer Star and Other Jobs On and Off the Field	Sol Linero		3rd-5th		IRC
Hilary Knight: Hockey Hero	Shane Frederick		3rd-5th		IRC
ATV Racing	Logan Hamilton		3rd-5th		IRC

Elementary					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Secret Guide to Reptiles and Amphibians (SP)	Javier Cajiao		3rd-5th		IRC
Junie B Jones and a Little Monkey Business (SP)	Barbara Park		3rd-5th		IRC
Messis Magic (SP)	Caroline L. Perry		3rd-5th		IRC
Taxi for Everyone (SP)	Debbie Zapata		3rd-5th		IRC
How Do You Make Your Own Luck?	Clayton Grider		3rd-5th		IRC
Before It Was a Hurricane	Mary Kay Carson		3rd-5th		IRC
Chomp (F26)	Yoann Cantine		3rd-5th		IRC
The Sky	Radka Piro		3rd-5th		IRC
The Hospital for Mythological Creatures	Cathy Evans		3rd-5th		IRC
What Do People Do at the Science Museum?	Maggie Tokuda-Hall		3rd-5th		IRC

High School

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The Amazing Generation	Haidt, Jonathan & Price, Catharine	NF	MG, YA		Rowlett High
Enchanted to Meet You	Stout, Cara	3	YA		Rowlett High
If You Were Here	Johnson, Abigail	2	YA		Rowlett High
Change of Plans	Dessen, Sarah	3	YA		Rowlett High
AMBROSIA LEE DROPS THE MIC	PARK, PATRICIA	2	9-12		Rowlett High
BRIGHTER THAN NINE	TAN, JUNE CL	NYP	9-12		Rowlett High
CHASING ERUPTIONS : HOW VOLCANOLOGISTS MAURICE AND KATIA KRA	MANLEY, CURTIS	2	4-6		Rowlett High
CHISMOSAS ONLY BOOK CLUB	KEMP, LAEKAN ZEA	2	YA		Rowlett High
DEVIOUS PREY	REINTGEN, SCOTT	3	9-12		Rowlett High
DOE	BARROW, REBECCA	NYP	9-12		Rowlett High
THE DREAM AND THE HOPE	THOMAS, GAREN	2	5-8		Rowlett High
ESTELA, UNDROWNING	PENA-GOVEA, RENE	2	9-12		Rowlett High
FEW BLUE SKIES	IXTA, CAROLINA	4	9-12		Rowlett High
THE FORGOTTEN WAR	FLEMING, CANDACE	NYP	4-7		Rowlett High
FRIEDEL AND GINA : A TRUE STORY OF SISTERHOOD AND SURVIVAL D	DRONFIELD, JEREMY	2			Rowlett High
FROS, FADES, AND BRAIDS : A BRIEF HISTORY OF BLACK HAIR IN AMERICA	QUALLS, SEAN	3	4-6		Rowlett High
GOLDENBORN	LIEB, AMA OFOSUA	NYP	9-12		Rowlett High
GUMSHOE : A GRAPHIC NOVEL	THUMMLER, BRENNA	4	5-8		Rowlett High
HAIL MARIAM	AL-MARASHI, HUDA	4	4-7		Rowlett High
HEIRESS OF NOWHERE	LEE, STACEY	4	9-12		Rowlett High
HOLLOWAY	ARNOLD, ELANA K	NYP			Rowlett High

High School					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
I WITNESSED : THE GREAT TRAIN ROBBERY OF 1963 : A GRAPHIC NO	DEBBINK, ANDREA	NF	5-8		Rowlett High
I WITNESSED : THE LIZZIE BORDEN STORY	KRAATZ, JERAMEY	4	5-8		Rowlett High
LOVE ME TOMORROW	JEAN, EMIKO	3	8-12		Rowlett High
MEDICINE WHEELS	GRAVES, BYRON	NYP	9-12		Rowlett High
THE MYSTERY OF THE MISSING WORLD CUP TROPHY	CERVANTES, ANGELA	NYP	4-6		Rowlett High
NEST OF TONGUES	RIBAY, RANDY	NYP			Rowlett High
THE NIGHT KING'S COURT	BONNIN, ELISA A	NYP	9-12		Rowlett High
OVER MY DEAD BODY : 2 : SPEAK OF THE DEVIL	BOO, SWEENEY	Series	9-12		Rowlett High
THE PRINCESS DIARIES : THE GRAPHIC NOVEL : 1	CABOT, MEG	NYP	7-10		Rowlett High
QUEEN OF FACES	LORD, PETRA	5	9-12		Rowlett High
RADIO FREE TEXAS	BRAY, LIBBA	NYP			Rowlett High
RAMIN ABBAS HAS MAJOR QUESTIONS	SABER, AHMAD	3	9-12		Rowlett High
STEPPING UP : A GRAPHIC MEMOIR	VALDEZ, KIARA	NYP	9-12		Rowlett High
SUCH GREAT HEIGHTS	LAROCCA, RAJANI	NYP			Rowlett High
THE THORN QUEEN	SMITH, SASHA PEYTON	NYP	9-12		Rowlett High
THREE SISTERS	GILL, DAVID MACINNIS	NYP	9-12		Rowlett High
THE TWELVE	GRACEFFA, JOEY	4	9-12		Rowlett High
THE UNPOETIC LIFE OF AUGUST GREY	FISCHER, MAX	NYP			Rowlett High
UNTIL THE CLOCK STRIKES MIDNIGHT	DOW, ALECHIA	4	8-12		Rowlett High
A WAR OF WYVERNS	WILLIAMSON, S F	NYP	9-12		Rowlett High
WHERE LOST GIRLS GO	KEPLINGER, KODY	NYP	9-12		Rowlett High
How to Play Chess for Beginners	Reese, Daniel	NF	YA		Rowlett High

High School

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
The AI Classroom	Fitzpatrick, Daniel	NF	Professional		Rowlett High
AI for Educators	Miller, Matt	NF	Professional		Rowlett High
The AI Infused Classroom	Clark, Holly	NF	Professional		Rowlett High
How to Survive the End of the World	Doughty, Katy	3	YA		Rowlett High
When It's Your Turn for Midnight	Musariri, Blessing	3	YA		Rowlett High
Flirting with Murder	Sellet, Amanda	3	YA		Rowlett High
Beginning Middle and End	Burgerman, Jon	3	K-3		Rowlett High
When the Rain Came	Eicheldinger, Matthew	2	YA		Rowlett High
Go Bananas!	Peele, A.B.	3	K-3		Rowlett High
I am not a Robot	Stern, Joanna	NF	Adult		Rowlett High
Horned Toad has a Superpower	Esbaum, Jill	2	K-3		Rowlett High
The Shy Book	Pearlstein, Howard	2	K-3		Rowlett High
The Music of Us	Alexandrea, Emerald	NYP	YA		Rowlett High
Behind Five Willows	Hur, June	4	YA		Rowlett High
Do you Really Know Flamingos?	Todd, Brandon	NYP	K-3		Rowlett High
Farm Shark	Canterbury, Bill	2	K-3		Rowlett High
Vampirates (entire series)	Somper, Justin				Rowlett High
Buttfish	Pinson, Pauline	2	K-3		Rowlett High
Worm on the Job	Fergus, Maureen	2	K-3		Rowlett High
I Will Not Walk to School	Hrab, Naseem	2	K-3		Rowlett High
Adversary to the Villain	Maehrer, Hannah Nicole	Series	Adult		Rowlett High
I Have a Bad Feeling About This	Strand, Jeff	3	YA		Rowlett High
A Language of Dragons	Wiliiamson, S F	4	YA		Rowlett High
Over My Dead Body	Boo, Sweeney	2	YA		Rowlett High
Oh My Goddess! Omnibus: 1	Fujishima, Kosuke	series	7-12		Rowlett High
Oh My Goddess! Omnibus: 2	Fujishima, Kosuke	series	7-12		Rowlett High
Oh My Goddess! Omnibus: 3	Fujishima, Kosuke	series	7-12		Rowlett High
Oh My Goddess! Omnibus: 4	Fujishima, Kosuke	series	7-12		Rowlett High
Oh My Goddess! Omnibus: 5	Fujishima, Kosuke	series	7-12		Rowlett High
Oh My Goddess! Omnibus: 6	Fujishima, Kosuke	series	7-12		Rowlett High

High School					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Oh My Goddess! Omnibus: 7	Fujishima, Kosuke	series	7-12		Rowlett High
Witch Hat Atelier 13	SHIRAHAMA, KAMOME	series	10-12		Rowlett High
Witch Hat Atelier 14	SHIRAHAMA, KAMOME	series	10-12		Rowlett High
Witch Hat Atelier 15	SHIRAHAMA, KAMOME	series	10-12		Rowlett High
One Piece 107	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 108	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 109	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 110	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 111	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 112	ODA, EIICHIRO	series	7-12		Rowlett High
One Piece 113	ODA, EIICHIRO	series	7-12		Rowlett High
My Cat is Such a Weirdo 8	TAMAGOYAMA, TAMAKO	series	2-8		Rowlett High
My Cat is Such a Weirdo 9	TAMAGOYAMA, TAMAKO	series	2-8		Rowlett High
FRIEREN: Beyond Journey's End 14	Yamada, Kanehito	series	9-12		Rowlett High
The Book Thief (new Anniv. Ed)	Zusak, Markus	4	YA		Rowlett High
Skip and Loafer 1	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 2	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 3	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 4	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 5	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 6	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 7	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 8	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 9	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 10	Takamatsu, Misaki	series	YA		Rowlett High
Skip and Loafer 11	Takamatsu, Misaki	series	YA		Rowlett High
Hunter X Hunter	Togashi, Yoshihiro	series	YA		Rowlett High
Klyde the Kraken Wants a Friend	Hartman, Brooke		K-3		Rowlett High
Snowed in at the Wildest Dreams Bookshop	Page, Gracie	series	YA		Rowlett High

High School					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
The Wildest Dreams Bookshop	Page, Gracie	3	YA		Rowlett High
The Heirs	Abike-Iyimide, Faridah	3	YA		Rowlett High
Mob Psycho 100: 15	One	series	YA		Rowlett High
Mob Psycho 100: 16	One	series	YA		Rowlett High
The Apothecary Diaries: 7	Hyuuga, Natsu	series	YA		Rowlett High
The Apothecary Diaries: 13	Hyuuga, Natsu	series	YA		Rowlett High
The Apothecary Diaries: 14	Hyuuga, Natsu	series	YA		Rowlett High
The Apothecary Diaries: 15	Hyuuga, Natsu	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 20	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 21	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 22	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 23	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 0	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 15	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 9	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 4	Aidalro	series	YA		Rowlett High
Toilet-Bound Hanako-Kun: 24	Aidalro	series	YA		Rowlett High
Anne Frank: Hope in the Shadows of the Holocaust	Herman, Spring	2	YA		Lakeview Centennial
Anne Frank: the diary of a young girl	Frank, Anne	6	YA		Lakeview Centennial
DINOSAUR SANCTUARY: 8	Kinoshita, Itaru	series	YA		Rowlett High
Inuyasha Omnibus 5	Takahashi, Rumiko	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 9	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 10	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 11	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 12	CLAMP	series	YA		Rowlett High

High School					
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Cardcaptor Sakura: Clear Card: 13	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 14	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 15	CLAMP	series	YA		Rowlett High
Cardcaptor Sakura: Clear Card: 16	CLAMP	series	YA		Rowlett High
Devil is a Part-Timer: 23	Wagahara, Satoshi	series	YA		Rowlett High
Soundtrack	Jason Reynolds		9 & Up		IRC
When We Almost Came Undone	Georgia K. Boone		9 & Up		IRC
The Vacation Shift	Lily Chu		9 & Up		IRC
Buried Feelings	Kit Rosewater		9 & Up		IRC
The Spell for Unraveling	Rochelle Hassan		9 & Up		IRC
Young World	Soman Chainani		9 & Up		IRC
The Lustrous Dark	Loretta Chefchaouni		9 & Up		IRC
Such a Lucky Girl	Wendy Heard		9 & Up		IRC
A Prince Among Pirates	Katie Abdou		9 & Up		IRC
The Season of Light and Darkness	Jillian Cantor		9 & Up		IRC
The Hanging Bones	Elle Tesch		9 & Up		IRC
Song of the Saltings	Rachael King		9 & Up		IRC
Their Will Undone	R.J. Valldeperas		9 & Up		IRC
King of Lost Dreams	Nevin Holness		9 & Up		IRC
Armor for Liars	S. E. Grove		9 & Up		IRC
Queen of the Gods	Katharine Corr		9 & Up		IRC
As I Dream of You	Jennifer Lee		11th-12		IRC
Clara & the Devil: Volume 1	Olivie Blake		11th-12		IRC
Charity and Sylvia	Tillie Walden		11th-12		IRC
A Smile Like Yours	Emily Thomas		11th-12		IRC
Olive: Lost in Inner Space	Vero Cazot		9 & Up		IRC
Finish Lines	Sarah Broyles		9 & Up		IRC

High School					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Of Swamp and Sea Volume 3	Mia Jay Boulton		9 & Up		IRC
Corpse de Ballet	Megan Kearney		9 & Up		IRC
My Tokyo Summer	Abby Denson		9 & Up		IRC
To Dance the Moon and Stars	Tasia M S		9 & Up		IRC
Gods and Comics	Kat Cho		9 & Up		IRC
Under a Carnivore Sky	Brianna Jett		9 & Up		IRC
Kingdom of Waves	Melissa de la Cruz		9 & Up		IRC
Augusta Pine Does Not Exist	Emily Lloyd-Jones		9 & Up		IRC
Such a Witch	Sarah Henning		9 & Up		IRC
Our Strange Duet	Erin A. Craig		9 & Up		IRC
One Word, Six Letters	Adib Khorram		9 & Up		IRC
Oh My Affogato!	Donna Ghorbanpoor		9 & Up		IRC
Mystery Guest	Maren Stoffels		9 & Up		IRC
Frostbite A Graphic Novel	Ian Boothby		9 & Up		IRC
National Treasure	liara		9 & Up		IRC
Hear Ye Mortals	Yamile Saied Méndez		9 & Up		IRC
The Wreck of the Mentor	Eric Jay Dolin		9 & Up		IRC
An Artful Dodge	Karen Odden		9 & Up		IRC
Drop Dead Famous	Jennifer Pearson		9 & Up		IRC
The Heirs	Faridah Àbíké-Íyímídé		9 & Up		IRC
The Spiritualists	Kristin O'Donnell Tubb		9 & Up		IRC
Together We See	Ari Tison		9 & Up		IRC
Nest of Tongues	Randy Ribay		9 & Up		IRC
Local Gods	Melinda Salisbury		9 & Up		IRC
Stupid Faces in Stunning Paintings	Matthijs Van Mierlo		10 & Up		IRC
The Fight of Our Lives	David Levithan		10 & Up		IRC
Funny Stuff	Laura LaPlaca		10 & Up		IRC
50 True Stories That Will Scare You to Death	Sebastian Krahl		10 & Up		IRC

High School					
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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
How to Get Rich in American History	Joseph S. Moore, PhD		9 & Up		IRC
I Am Not a Robot	Joanna Stern		9 & Up		IRC
The Killer and Frank Lloyd Wright	Casey Sherman		9 & Up		IRC
Over Under	David Bockino		9 & Up		IRC
All the Feels	Pamela Pavliscak		9 & Up		IRC
Your Fellow Americans	Peter Santenello		9 & Up		IRC
When the Rain Came	Matthew Eicheldinger		9 & Up		IRC
Owl King	Bex Hogan		9 & Up		IRC
Behind Five Willows	June Hur		9 & Up		IRC
The Music of Us	Emerald Alexandrea		9 & Up		IRC
Libertad	Cassandra James		9 & Up		IRC
Cursed Ever After	Andy C. Naranjo		9 & Up		IRC
Threads of Triumph	McKenzie Mitchell		9 & Up		IRC
Big Fan	Michael Schur		9 & Up		IRC
Mastering Your Mental Game	Julie Elion		9 & Up		IRC
The Messi Effect	Paul Tenorio		9 & Up		IRC
The Beckett Effect	Nashae Jones		9 & Up		IRC
My Wonderful Disgrace	Angourie Rice		9 & Up		IRC
Stops Along the Way	Anna Sortino		9 & Up		IRC
This Must Be the Place	Kelly Quindlen		9 & Up		IRC
Ambrosia Lee Drops the Mic	Patricia Park		9 & Up		IRC
Change of Plans	Sarah Dessen		9 & Up		IRC
You Jump First	Myah Ariel		9 & Up		IRC
Lovestuck	Farah Naz Rishi		9 & Up		IRC
Alex, by Proxy	Karen Myna Cantor		9 & Up		IRC
You Only Live Once	Autumn Allen		9 & Up		IRC
Summer of Second Chances	K. L. Walther		10 & Up		IRC
My Roman Summer	Bruna De Luca		10 & Up		IRC
Ancient History Between Us	Kaitlyn Hill		10 & Up		IRC

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The Romance Rewind	Sarah Everett		10 & Up		IRC

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
All the Blues in the Sky	Renee Watson	5	5-8	When thirteen-year-old Sage's best friend dies, Sage struggles with grief and feels that she is at fault, but when she joins a grief group, she slowly learns to heal.	Webb
The Moon Without Stars	Chanel Miller	3	5-8	At the beginning of seventh grade, Luna knows who she is: an observant, quiet girl who loves writing and making zines with her best friend, Scott. But when one of their zines takes off, Luna is somehow swept up into the popular group and learns just how much of herself she's going to have to compromise to stay there. Will she give up her writing? Her best friend? What about her own beliefs about who she is and what she stands for?	Webb
Lilac and the Switchback	Cordelia Jensen	4	4-8	"Told in verse, Lilac has always lived with her aunt and uncle, but when her aunt becomes pregnant, her best friend drifts away, and Lilac feels no one in her life wants her, she tries to reconnect with her estranged father"--Provided by publisher.	Webb
The Right Call	Tommy Greenwald	2	5-9	Cal Klondike's life revolves around baseball. He's the Walthorne Baseball Academy's star pitcher, and everyone from his coach to his dad to the town sports blogger is telling Cal he has an unlimited future in the sport. But with all this attention comes a lot of added stress, especially as the season kicks into high gear and college and pro scouts start to show up at the games. Inevitably, tensions that have been bubbling under the surface finally boil over, culminating in a confrontation that could change Cal's relationship to baseball forever.	Webb

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The Mystery of the Missing World Cup Trophy	Cervantas, Angela	NYP, pending reviews	4-6	Diez Espada—named after the jersey number of his soccer-obsessed father's favorite player, Lionel Messi—would rather be chasing clues than soccer balls. When the World Cup trophy disappears at a glitzy party in Miami, he's suddenly at the center of the most thrilling match of his life—a race to find the trophy before it's gone for good. Teaming up with his crush, Rio, and the world-famous Detective Enzo, Diez dives headfirst into a one-night whirlwind of secret tunnels and a squad of suspicious suspects: a spoiled son of a Miami tycoon, a famous sportscaster, and even Rio's two prankster younger brothers. The clock is ticking, the suspects are slippery, and the stadium lights are ready to shine. Will Diez find the trophy in time for the World Cup championship match?	Austin
The Last Ember	Dodd, Lily Berlin	3	5-8		Webb
The Amazing Generation: Your Guide to Fun and Freedom in a Screen-filled World	Haidt, Jonathan and Price, Catherir	1 NF	5-8	Jonathan Haidt's blockbuster book, The Anxious Generation, has sparked a global conversation about the effects of smartphones and social media on young people's development, and has inspired millions of parents, teachers, and leaders to take action. Now, Haidt and Catherine Price, author of the bestselling How to Break Up with Your Phone, have teamed up to create a new book that speaks directly to kids. Their goal? To empower young people to stand up for themselves by choosing a life not dominated by screens and social media.	Austin
Some of Us Are Brave	Saadia Faruqi	4	3-7	"It's a humid summer in Houston, Texas, and Yasir is dreaming of being soccer team captain--if only he could get the team bully, Cody, off his back, and maybe impress his sort-of-crush, Mona. Meanwhile, Mona is turning her nightmares into art, and Cody's home life feels as tense as the storm literally brewing down the c oast. When Hurricane Harvey makes landfall, the three kids could hardly be called friends. But as their regular lives fall apart and rising floodwaters pull them together, Mona, Cody, and Yasir will need to work as a team if they want to survive"--Publsiher.	Webb

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Ride or Die	Delilah S. Dawson	2	3-7	Tonight is Brie's chance to finally be accepted by the Ems-the most popular girls at school. If she can just keep one potentially reputation-ending secret under wraps, she'll have the best night of her life, screaming on scary rides and running the Wildwoods amusement park with her new friends.	Webb
Snoop	Gordan Korman	2	4-7	Carter is stuck at home for weeks with both his legs in casts after a skiing accident. Bored, he starts checking out the live feeds from police cams around his town. Before he knows it, he's obsessed--watching his classmates when they don't know he's looking, and discovering some other very strange things going on that no one else is noticing. But what happens when Carter is found out.. and the people he's watching know where he lives?	Webb
Fatal Glitch: Camp Zero	Eliot Schefer, Erin Entrada Kelly		3-6	Even worse, there's something off about this summer camp. There are creepy, mechanical vultures, cloaked NPC figures, and the only adult is Monarch, a grim woman in combat boots.	Webb
The Many Hauntings of the Manning Family	Lorien Lawrence	2	5-8	Thirteen-year-old twin paranormal investigators Gabby and Trent face a terrifying challenge when a seance goes wrong and their mother disappears in a haunted theater, forcing them to confront a powerful demon and live up to their grandparents' ghost-hunting legacy.	Webb
A Sea of Lemon Trees: The Corrido of Roberto Alvarez	Maria Dolores Aguila	7	6-8	Includes bibliographical references. Based on a true story, twelve-year-old Roberto Alvarez becomes the lead plaintiff in a 1931 lawsuit challenging school segregation in Lemon Grove, California, and stands up for justice with the support of his Mexican American community.	Webb
Spindlewood	Freddie Kolsch	NYP, pending reviews	Ages 8-12	Lilac Black knows the seances her uncle runs for a living aren't real. So when she pretends to talk to a spirit to get him out of a tight spot, she expects a scolding, not a celebration. She certainly doesn't expect an invitation to her uncles' alma mater, the top-secret Spindlewood School of Seeing.	Webb

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Pasta Girls	Taylor Tracy	3	6-9	Ages 8-12"--Front flap of dust jacket. In this queer, contemporary, and neurodiverse spin on 'Romeo and Juliet', two New York City girls from warring restaurateur families befriend each other during the busiest week for their respective Italian eateries: the Feast of San Gennaro"	Webb
Flight : A story of seeking refuge	Gratz, Ala	NYP, pending reviews	4-7	Forced to flee their beloved home in Honduras, Dani and her family were headed north in search of safety--until a treacherous mistake ripped Dani's parents away. Now, Dani and her younger brother Carlos are on their own, and they have no choice but to keep going, in the desperate hope of finding their parents at the Mexico-United States border. But to get there, they will have to ride on top of a roaring freight train known as "The Beast." Rickety and deadly, The Beast makes hairpin turns at terrifying speeds and shoots through dark tunnels. And there is the constant danger of being caught by gangs and kidnappers along the way. Surrounded by hundreds of fellow refugees, Daniela will have to figure out who she can and cannot trust--and fast. Otherwise, she and Carlos might not stand a chance of surviving...	Austin
The Chismosas Only Book Club	Kemp, Laekan Zea	2, NYP	5-8		Austin
No Place on Earth	Arango, Andrea Beatriz	NYP, pending reviews	5-8		Austin
Sol Goes for Goal!	Anta, Julio	NYP, pending reviews	4-7		Austin
Perfect Enough	Kuyatt, Meg Eden	series, NYP	4-6		Austin
Stream	Salazar, Aida	series, NYP	5-8		Austin
Girl from the Ashes	Brown, India Hill	NYP, pending reviews	4-6		Austin
The Forgotten War : A World War II Battle on American Soil	Fleming, Candace	NF	4-7		Austin
Offside	Gonzalez, Christina Diaz	series, NYP	3-6		Austin
Mixed Feelings	Amini, Sara	series, NYP	3-6		Austin
Front Desk : The Graphic Novel	Yang, Kelly	NYP, pending reviews	3-6		Austin
The Delta Codex	Fagan, Deva	2, NYP	5-8		Austin
Dear Jackie	Bagley, Jessixa	5	4-7		Austin
Spy School Secret Files: Totally True Tales from World War II	Gibbs, Stuart	NYP, pending reviews	3-7		Austin
Spy School Secret Service : The Graphic Novel	Gibbs, Stuart	series, NYP	4-7		Austin
Spaced Out ; The Graphic Novel	Gibbs, Stuart	series, NYP	4-7		Austin
Earthquake : San Francisco 1906	Duey, Kathleen	series, NYP	3-7		Austin

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Big Nate : Code Red	Peirce, Lincoln	series, NYP	4-6		Austin
Tear This Down	Dee, Barbara	4	4-7		Austin
Maybe We're Meant to Last	Miller, G F	series, NYP	5-8		Austin
What if You Fall for Me First	Miller, G F	1, series	5-8		Austin
Then a House Fell on Her Head...	Dowell, Francis O'Roark	NYP, pending reviews	3-7		Austin
Westfallen : The World at Midnight	Brashares, Ann	series, NYP	3-7		Austin
Big Nate : Curse of the Puffy Shorts	Peirce, Lincoln	series, NYP	2-6		Austin
Wish You Well	Sumner, Jamie	NYP, pending reviews	5-8		Austin
The Witch at Bittersweet End	Military, Talia	NYP, pending reviews	3-7		Austin
Don't Wake Up	Ramos-Gomez, Cassandra	series, NYP	4-6		Austin
Lydia Cooper is a Lie	McIsaac, Meaghan	1, NYP, pending review	4-7		Austin
Making Waves	Heart, Lee	series, NYP	4-7		Austin
The New Norm	Gilbert, Matthew J	NYP, 1	4-6		Austin
The New Norm : Pranks and Predjuice	Gilbert, Matthew J	NYP, pending reviews	4-6		Austin
Relic of Theives	Targosz, Shana	2, NYP	4-6		Austin
The Favorite	Korman, Gordon	NYP, pending reviews	4-6		Austin
Chernobyl, Life, and Other Disasters : A Graphic Memoir	Nayberg, Yevgenia	4, NYP	4-8		Austin
Baby-sitters Club Graphix : 19 : Dawn on the Coast	Nopra, Arley	series	4-7		Austin
Princess Academy Graphic Novel	Hale, Shannon	2, NYP	4-8		Austin
Last Day Pool Party	Steinkellner, Emma	2, NYP	4-8		Austin
Double Crossed : The WWII Spies Who Saved D-Day	Barone, Rebecca E F	3, NYP	6-8		Austin
Journey to Tomioka	Galandon, Laurent	1, NYP, pending review	6-8		Austin
Anna-Jane and the Endless Summer	Classey, Paige	2, NYP	6-8		Austin
Casting April	Lu, Wendy	NYP, pending reviews	5-8		Austin
Warriors Graphic Novel : The New Prophesy #1	Hunter, Erin	series, NYP	3-7		Austin
Bonebag	Elliott, E M	NYP, pending reviews	5-8		Austin
The Magic Awakens	Hunter, Erin	series, NYP	3-7		Austin
Dungeons and Dragons : 3 : Final Face-Off	Ostertag, Molly Knox	series	3-7		Austin
I Survived Botswana's Okavango Delta	Tarshis, Lauren	series, NYP	3-6		Sellers
Warriors graphic novel. The prophecies begin.3	Riess, Natalie	series, NYP	3-8		Sellers
Firesnake	Higuera, Donna Barba	series, NYP	5-8		Austin
Deep Secrets : A Titanic Novel	Smith, Nikki Shannon	3, NYP	6-8		Austin
Building 903	Lowry, Lois	NYP, pending reviews	4-6		Austin
Death in the Tall Grass	Rogers, Andrea L	NYP, pending reviews	6-8		Austin
Sticks and Stone	Malaspina, Ann	1, NYP, pending review	5-8		Austin
How to Draw Baby Animals	Pinder, Polly	NF	5-8		Sellers

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Lightening Thief	Riordan, Rick	5	5-8	ebook	Austin
Sea of Monsers	Riordan, Rick	series	5-8	ebook	Austin
The Titan's Curse	Riordan, Rick	series	5-8	ebook	Austin
Plants	Legg, Gerald	2, NF	5-8	Includes index. "Botany is an essential part of life science curricula, but what if students want to learn even more about the wild and wonderful world of plants? In this guide, readers are able to take an even closer look at many of the concepts they learn about in science class--from photosynthesis and plant parts to pollination and adaptations. Each topic is presented in impressive detail, with helpful sidebars and amazing images. Illustrations of cool carnivorous plants, photographs of forests, and diagrams of deep root systems are just some of the creative design elements found in this informative and engaging resource"	Sellers
Anna-Jane and the Endless Summer	Classey, Paige	2	5-8	*"A nail-biter of a survival story." -Megan E. Freeman, New York Times bestselling author of Alone and Away*	Sellers
War Boats	Nielsen, Jennifer A	NYP, pending reviews	4-7		Austin
Invisible	Moreno, Elroy	1, NYP, pending review	6-8		Austin
Darkness of Dragons : A Graphic Novel	Sutherland, Tui T.	series, NYP	3-7		Austin
Through the Black Gate	Caceres, Alfredo	1, NYP, pending review	4-6		Austin
Really Rubie	Frost, Maddie	1, NYP, pending review	4-6		Austin
The Endless Game	Amato, J D	4	4-7		Austin
Merriam-Webster's Intermediate Thesaurus		NF	11-14		IRC
Exposures: A Graphic Novel About OCD	Williams, Lily	NYP, pending reviews	4-6		Austin
Friend Group	Greenwald, Lisa	2, NYP	4-7		Austin
The Edge of Forever	Browne, Meghan	2, NYP	4-7		Austin
The Invisibles	Kowitt, Holly	NYP, pending reviews	4-7		Austin
Ghost Light (Last Resort : 3)	Farizan, Sara	series, NYP	4-7		Austin
The Creeps	Mejia, Tehlor Kay	NYP, pending reviews	4-7		Austin
The Grimlore Game	Josephson, Kalyn	NYP, pending reviews	4-6		Austin
Mexikid Dreams	Martin, Pedro	series, NYP	5-8		Austin
Diary of a Wimpy Kid	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid The Getaway	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid The Ugly Truth	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Old School	Kinney, Jeff	series	4-7	ebook	Austin
Diary of Wimpy Kid Hard Luck	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Hot Mess	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Long Haul	Kinney, Jeff	series	4-7	ebook	Austin

Middle School					
Note: All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.					
Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Diary of a Wimpy Kid Wrecking Ball	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Cabin Fever	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Double Down	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Third Wheel	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid The Deep End	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid The Last Straw	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Rodrick Rules	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Dog Days	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid No Brainer	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Diaper Overlode	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid The Meltdown	Kinney, Jeff	series	4-7	ebook	Austin
Diary of a Wimpy Kid Big Shot	Kinney, Jeff	series	4-7	ebook	Austin
I Am Malala	Yousafzai, Malala	5	5-8	Malala Yousafzai's describes her fight for education for girls under Taliban rule, the support she received from her parents to pursue an education, and how the Taliban retaliated against her by trying to kill her.	IRC
Because of out Student Teacher	Buyea, Rob	series, NYP	4-7		Austin
Star Wars	Gale, Ryan	NF	6-12		Austin
Spider-Man	Edwards, Sue Bradford	NF	6-12		Austin
Dragon Ball	Herman, Miles	NF	6-12		Austin
Polar Bears Matter	Gagne, Tammy	2, NF	4-8		Austin
Frogs Matter	Gagne, Tammy	2, NF	4-8		Austin
Dragonflies Matter	Gagne, Tammy	2, NF	4-8		Austin
Coral Reefs Matter	Murphy, Julie	2, NF	4-8		Austin
Humpback Whale	O'Keefe, Emily	2, NF	4-8		Austin
Grizzly Bear	Gagne, Tammy	2, NF	4-8		Austin
Gray Wolf	Gagne, Tammy	2, NF	4-8		Austin
Giant Galopagos Tortoise	Gagne, Tammy	2, NF	4-8		Austin
Bald Eagle	Yasuda, Anita	2, NF	4-8		Austin
American Bison	Yasuda, Anita	2, NF	4-8		Austin
American Alligator	Mooney, Carla	2, NF	4-8		Austin
Spiders; North American Field Guides	Bell, Samantha S.	NF	3-9		Austin
Bats; North American Field Guids	Lim, Angela	NF	3-9		Austin
Poisonous and Deadly Plants	Hart, Rachel C.	NF	3-9		Austin
Mushrooms and Other Fungi	Bolte, Mari	NF	3-9		Austin
Rock Encyclopedia	Buckey, A. W.	NF	3-9		Austin
Mineral Encyclopedia	Wheeler, Jill C.	NF	3-9		Austin
Fossil Encyclopedia	Herman, Miles	NF	3-9		Austin
College Soccer Encyclopedia	Beattie, Charlie	NF	3-9		Austin

Middle School

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Title of Book	Author	Professional reviews	Audience	Summary if available	Campus
College Sports Encyclopedia	Beattie, Charlie	NF	3-9		Austin
Diamond Fever: A true crime story in the wild west	Sheinkin, Stever	3, NF	4-8		Austin
Potion, A Powder, a LIttle Bit of Magic	Stead, Philip C.	5	4-8		Austin
Forbidden Mountain	Mull, Brandon	4	4-7		Austin
Rialto	Milford, Kate	5	5-8		Austin
Clock Hands	Nijkamp, Marieke	3	4-7		Austin
Call it courage	Sperry, Armstrong	7	5-8	Based on a Polynesian legend, this is the story of a youth who overcomes his fear of the sea and proves his courage to himself and his tribe.	IRC
Keep the Ghost Light On	Messner, Kate	NYP, pending reviews	5-8		Austin
Confessions of a Mango	Kate Lumsden		5th-7th		IRC
My Brother Oliver	R.L. Toalson		5th-7th		IRC
Camp Big Top	Alexandra Diaz		5th-7th		IRC
The Island at the Edge of Night	Lucy Strange		5th-7th		IRC
Little Bones	Sandy Bigna		5th-7th		IRC
The Endless Game	J.D. Amato		5th-7th		IRC
A Wish with Wings	Sarah Guillory		5th-7th		IRC
Strays	Gia Gordon		5th-7th		IRC
Roi and Me and the Double V	Sandra W. Headen		5th-7th		IRC
Ghost Light	Sara Farizan		5th-7th		IRC
Color Me Country	Foundation Newport		5th-8th		IRC
Both Sides Now	Lydia Corry		5th-8th		IRC
The Dream of an Education	Susan Hughes		5th-8th		IRC
What If You Could	Jacinda Ardern		5th-8th		IRC
Judith Resnik	Marlene Targ Brill		5th-8th		IRC
Hand-Me-Down	Damian Alexander		5th-8th		IRC
Nell O'Dell Hates Quests	Emily B. Martin		5th-8th		IRC
Forbidden Mountain	Brandon Mull		5th-8th		IRC
The Last Dragon House	Liv Mae Morris		5th-8th		IRC
Rostam Wrecks the Realm	Olivia Abtahi		5th-8th		IRC
Airrelle of the Maroon Witches	Sumayyah Beck		5th-8th		IRC
Kiki and the New Magic	Eiko Kadono		5th-8th		IRC
Opting Out	Maia Kobabe		5th-8th		IRC
Aurora and the Orc	Lewis Trondheim		5th-8th		IRC
Raise the Bar	Fernanda Frick H.		5th-8th		IRC
Exposures	Lily Williams		5th-8th		IRC
Inbetweens	Faith Erin Hicks		5th-8th		IRC
Monster Locker: Nine-Tail Trouble	Jorge Aguirre		5th-8th		IRC

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
First Crush	Cassandra Calin		5th-8th		IRC
Journey to Tomioka	Laurent Galandon		5th-8th		IRC
Through the Black Gate	Alfredo Cáceres		5th-8th		IRC
Crescent Moon Marching	Hamachi Yamada		5th-8th		IRC
Styx and Stones	Gary D. Schmidt		5th-8th		IRC
Berserkers	M. A. Larson		5th-8th		IRC
Sleepless	Gordon Korman		5th-8th		IRC
Bubblegum Shoes The Big Sleepover	Goldy Moldavsky		5th-8th		IRC
Island of Skulls	Peter Burns		5th-8th		IRC
Mission Manta Ray	Philip Kavvadias		5th-8th		IRC
Science Comics: Prehistoric Mammals	Joe Flood		5th-8th		IRC
Diamond Fever!	Steve Sheinkin		5th-8th		IRC
Bug Power	Stephanie A. Dole		5th-8th		IRC
History Smashers: The Space Race	Kate Messner		5th-8th		IRC
Archives of the Unexplained: Lost Skies and Seas	Steve Foxe		5th-8th		IRC
Superstitions (F26)	Stepanka Sekaninova		5th-8th		IRC
Slow Burn (F26)	Katy Grant		5th-8th		IRC
The Bottle Witch of Brimley	Linda DeMeulemeester		5th-8th		IRC
I Survived the Bombing of Pearl Harbor 1941	Lauren Tarshis		5th-8th		IRC
Vinh Tran is Cursed	Hai G.M. Doan		5th-8th		IRC
Whale Boys	J.C. Kato		6th-8th		IRC
Double Crossed	Rebecca E. F. Barone		6th-8th		IRC
George Washington A Revolutionary Life	Tim Grove		6th-8th		IRC
Looking at the Sky	Amanda West Lewis		6th-8th		IRC
The Mystery of the Stolen World Cup Trophy	Angela Cervantes		5th-8th		IRC
The Replay Trap	Juliana Brandt		5th-8th		IRC
Thunder and Mercy	Jennifer Robin Barr		5th-8th		IRC
The Lost Jewels of Room 713	Jo Beckett-King		5th-8th		IRC
Ghost in the Night	Tiffany D. Jackson		5th-8th		IRC
Little Monsters (F26)	Máire Roche		5th-8th		IRC
Chernobyl, Life, and Other Disasters	Yevgenia Nayberg		5th-8th		IRC
The Declaration Decoded	Katie Kennedy		5th-8th		IRC
No Ordinary Women	P. O'Connell Pearson		5th-8th		IRC
Did You Hear What Happened at the Alamo	Katie Kennedy		5th-8th		IRC
The Official National Geographic Kids Survival Guide	Julie Beer		5th-8th		IRC
Why Trust a Scientist?	Kate MacDonald		5th-8th		IRC
Dinosaurs to Dragons	Elizabeth Shreeve		5th-8th		IRC
Digital Gold	Matt Doeden		5th-8th		IRC

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Title of Book	**Author**	**Professional reviews**	**Audience**	**Summary if available**	**Campus**
Boo!	Clive Gifford		5th-8th		IRC
The Mystery of Death	Soledad Romero Mariño		5th-8th		IRC
Auntie Q's Golden Claws Nail Salon	Van Hoang		5th-8th		IRC
Shim Jung Takes the Dive	Julia Riew		5th-8th		IRC
Perfect Enough	Meg Eden Kuyatt		5th-8th		IRC
Paloma Joins the Circus	Lupe Ruiz-Flores		5th-8th		IRC
California or Dust	Mindy Nichols Wendell		5th-8th		IRC
No Place on Earth	Andrea Beatriz Arango		5th-8th		IRC
Landslide	Betty Culley		5th-8th		IRC
On the Road to Happy	Goldy Moldavsky		5th-8th		IRC
Collision	Eric Walters		5th-8th		IRC
Kestrel Takes Flight	Joy McCullough		5th-8th		IRC
Serpent on the Mountain	J. Kasper Kramer		5th-8th		IRC
Lucy in Between	Sarah Callender		5th-8th		IRC
Where Ella Went	Laurie Morrison		5th-8th		IRC
Soccerology	Kevin Sylvester		5th-8th		IRC
The Sweet Spot	Elaine Vickers		5th-8th		IRC
Eva to the Max	Rebecca Caprara		5th-8th		IRC
Offside: A Graphic Novel	Christina Diaz Gonzalez		5th-8th		IRC
Shook	Julian Randall		5th-8th		IRC
Positively Izzy (SP)	Terri Libenson		5th-8th		IRC
Mystery of the Stolen World Cup Trophy (SP)	Angela Cervantes		5th-8th		IRC
How Strong Goa (SP)	Míriam Tirado		5th-8th		IRC
Graciela in the Abyss (SP)	Meg Medina		5th-8th		IRC
The Danger of Small Things	Caryl Lewis		6th-8th		IRC
The Chismosas Only Book Club	Laekan Zea Kemp		6th-8th		IRC
The Book of Jupiter	Robin Stevenson		6th-8th		IRC
Stream	Aida Salazar		6th-8th		IRC
Anna-Jane and the Endless Summer	Paige Classey		6th-8th		IRC
The Shark Prince	Malia Maunakea		6th-8th		IRC
Lily Tripp	Amelia Tait		6th-8th		IRC
This Could All Go Bad	Spencer Hall		6th-8th		IRC
Raven Rising	Christine Hartman Derr		6th-8th		IRC
Wish You Well	Jamie Sumner		6th-8th		IRC
					IRC

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GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28th, 2026

Presented By: Ray Winkler, Executive Director of Special Education & Related Services

Subject: Award Shared Service Agreement with Dallas Regional Day School for the Deaf

Action Item

Executive Summary:
The purpose of this agreement is to establish a cooperative arrangement through which member districts may provide the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing.

Garland ISD students who are deaf or hard of hearing, whose hearing loss significantly impacts their ability to process linguistic information even with recommended amplification, and whose disability adversely affects educational performance, may be considered for services through the Dallas Regional Day School Program for the Deaf, based on Admission, Review, and Dismissal Committee recommendations.

Administrative Recommendations:
Administration recommends approval of the Shared Services Agreement with Dallas Regional Day School Program for the Deaf in the amount of $1,600,000.00

Recommended Motion for Action Items:
Move to approve the Shared Services Agreement with Dallas Regional Day School Program for the Deaf in the amount of $1,600,000.00

Financial Impact and Funding Source:

$1,600,000.00

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, Ennis 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, 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 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 Auditorially Impaired students.

1.5 AI students 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 AND NO ONE HUNDREDS (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 Chief Administrator 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, comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees, shall govern the DRDSPD. The Management Board will meet semi-annually each school year.

2.2 The Executive Director of Special Education or Director 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 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 and do not require Management Board action. Additionally, the Director, 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, teacher assistants, administrators 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 I SD 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 DRDSD students, ages 0-3.

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
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 peer review process through ESC Region 20. RDSPD SSAs must participate in the peer 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, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, 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 enrolled in a cluster site or served itinerantly on or before PEIMS Snapshot, the billing will be for current year services.

5.3 Each Member District will provide and maintain Hearing Assistive Technology for itinerant students served in the home school district.

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 February 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 students with Auditory Impairments 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
- Pupil Appraisal Support
- Auditory Training
- Audiological Management
- Speech and Language Assistance
- Occupational and Physical Therapy Services
- Adapted Physical Education
- Vision Services
- Itinerant Teachers
- Student Counseling
- Specialized Hearing Assistive Technology
- Sign Language Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- 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:

- Itinerant Deaf Education Teachers
- Parent Education
- Hearing Assistive Technology (additional fee)
- Staff Professional Development
- Consultative Services
- 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 with hearing impairments 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 from time to time 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".

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 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 dispute but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. If legal action ensues, 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, 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 AI student's residence 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.

EXHIBIT A

DALLAS REGIONAL DAY SCHOOL FOR THE DEAF AVERAGE

COSTS PER STUDENT IN A CLUSTER SITE = $13,405*

Classroom Teachers		8,996
Instructional Specialists	771	
Educational Diagnosticians	418	
Educational Audiologists	1,245	
Speech	1,065	
Paraprofessionals/Interpreters	5,721	
Counselor	262	
Administrative	153	
Audiological Costs	538	
Equipment	632	
Supplies/Materials	168	
Professional Development of Teachers	123	
Indirect Costs	467	
Substitutes	173	
Total		$20,732

Deaf State and Federal Budgets – 2017/2018 $4,491,525

- State Deaf Funds
- IDEA-B Discretionary Deaf (Preschool and Formula)
- IDEA-C – ECI Deaf

613 students = $7,327 per student

Cost of educating student versus Deaf State and Federal monies

$20,732
$7,327

Amount Due Per Student $ 13,405*

* Cost for students not placed within lower functioning classrooms

DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ADDITIONAL SHARED SERVICES ARRANGEMENT COSTS

Low Functioning Classes:
Need for teacher assistant; students escorted to restrooms; more one on one assistance; class size smaller; average teacher assistant's salary - $34,191

Per child cost (low functioning class) $3,650 + $13,405 = $17,055

DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ITINERANT/PARENT INFANT STUDENT COSTS

1. Itinerant Teacher Visits in home district

   Average Teacher Cost= $60,220
   Itinerant Teacher Visits Per Week= approximately 18-20 visits

   Cost per one visit per week = $4,100*

   Cost per two visits per week= $4,100 + $1150 = $5,250*

   Cost per three visits per week= $4,100 + $1150 + $1150 = $6,400*

2. Consultant/Monitor Costs – 3 times a semester = $4,000**

3. Parent Infant Costs (ECI)
   Cost per one visit per week = $5,424***

* Average travel cost per itinerant teacher- $250 per month

** No funding from State for consultation/monitor services

*** Average travel cost per itinerant teacher - $350 per month

Services Listed Are for Reference Only
Availability of such services will be determined at the time of 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	_____

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 AI Procedures and paperwork	_____
h. ARD participation	_____
i. Direct services to students	_____
J. Auditory Training	_____
k. Speech and Language Assistance	_____
l. Itinerant Teachers	_____
m. Student Counseling	_____
n. Cluster Site Interpreter Services	_____
o. Parent Education	_____
p. Staff Training	_____

CLUSTER SITE SERVICES

	Fee:
a. Full day services	_____

OTHER

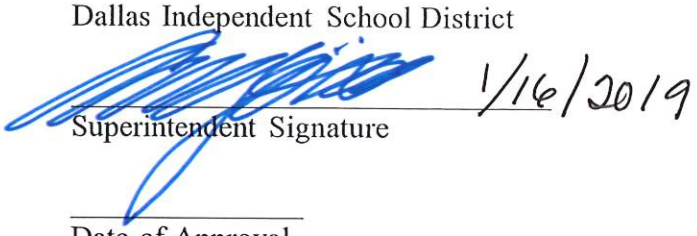
	Fee:
a. _____	_____
b. _____	_____

This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity.

Students who attend a centralized program/cluster site will not be considered a transfer student.

Executed on this 1st day of July 2019.

Dallas Independent School District



1/16/2019

Superintendent Signature

Date of Approval

EXHIBIT C

STATE OF TEXAS §

§ INTERLOCAL AGREEMENT:

§ FOR

COUNTY OF DALLAS §

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 education services pursuant to IDEA as further defined herein ("Deaf 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 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 Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA Agrees to provide the Deaf 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 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 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 Services. The Deaf Services consist of those identified on Exhibit "B" attached hereto.

3. SSA Responsibilities

SSA shall provide Deaf 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 student with auditory impairments 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 Services based upon the fee schedule set forth in Exhibit B.
- Child Find and the determination of eligibility for Deaf 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 the required 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-c ompliance, 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 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. 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.

EXHIBIT C

STATE OF TEXAS §

§ INTERLOCAL AGREEMENT:

§ FOR

COUNTY OF DALLAS §

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 education services pursuant to IDEA as further defined herein ("Deaf 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 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 Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA Agrees to provide the Deaf 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 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 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 Services. The Deaf Services consist of those identified on Exhibit "B" attached hereto.

3. SSA Responsibilities

SSA shall provide Deaf 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 student with auditory impairments 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 Services based upon the fee schedule set forth in Exhibit B.
- Child Find and the determination of eligibility for Deaf 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 the required 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-c ompliance, 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 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.

EXECUTED TO BE EFFECTIVE this 1st day of July, 2019 and TERMINATE on June 30, 2022

ATTEST:

By: _____
Board President

Date: 1/10/19

ATTEST:

By: _____
Board Secretary

Date: 1/10/19

APPROVED AS TO FORM:

By: _____
Dallas ISD Legal Counsel

Date: 10/24/2018

EXECUTED TO BE EFFECTIVE this 1st day of July, 2019 and TERMINATE on June 30, 2022

ATTEST:

By: _____
Board President

Date: 1/10/19

ATTEST:

By: _____
Board Secretary

Date: 1/10/19

APPROVED AS TO FORM:

By: _____
Dallas ISD Legal Counsel

Date: 10/24/2018

Executed on this 1st day of July 2019.

Carrollton-Farmers Branch Independent School District

_____
Superintendent Signature

April 4, 2019
Date of Approval

Executed on this 1st day of July 2019.

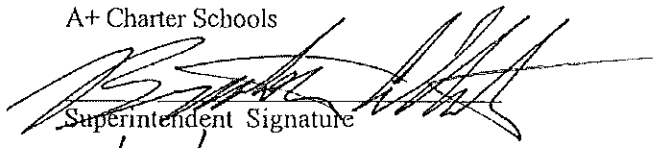
Cedar Hill Independent School District

Superintendent Signature

3/22/19
Date of Approval

Executed on this 1st day of July 2019.

A+ Charter Schools



Superintendent Signature

2/21/2019

Date of Approval

Executed on this 1st day of July 2019.

AW Brown Fellowship Academy

_____

Superintendent Signature

_____

Date of Approval

Executed on this 1st day of July 2019.

Avalon Independent School District

Superintendent Signature

4/17/2019

Date of Approval

Executed on this 1st day of July 2019.

Coppell Independent School District

Superintendent Signature

3/25/19

Date of Approval

Executed on this 1st day of July 2019.

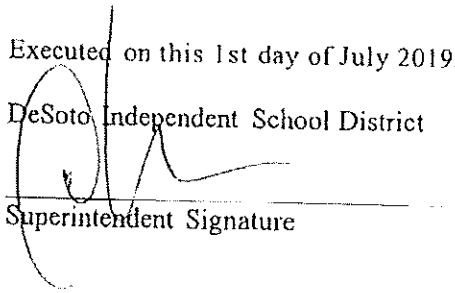
Corsicana Independent School District

Superintendent Signature

8.16.2019
Date of Approval

Executed on this 1st day of July 2019.

DeSoto Independent School District

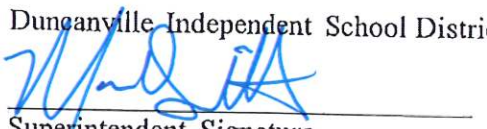


Superintendent Signature

Date of Approval

Executed on this 1st day of July 2019.

Duncanville Independent School District



Superintendent Signature

4.17.19

Date of Approval

Executed on this 1st day of July 2019.

Ferris Independent School District

Superintendent Signature

3-19-2019

Date of Approval

Executed on this 1st day of July 2019.

Garland Independent School District

Richard Lapsley

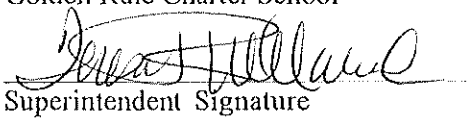
Superintendent Signature

5-30-2019

Date of Approval

Executed on this 1st day of July 2019.

Golden Rule Charter School



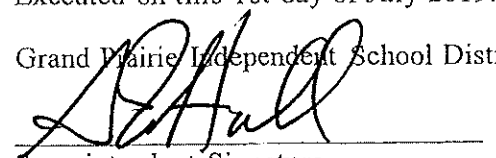
Superintendent Signature

4/30/19

Date of Approval

Executed on this 1st day of July 2019.

Grand Prairie Independent School District



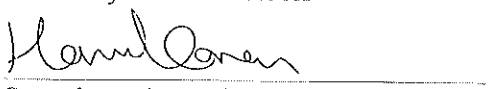
Superintendent Signature

5-14-19

Date of Approval

Executed on this 1st day of July 2019.

Harmony Public Schools



Superintendent Signature

6/24/2019

Date of Approval

Executed on this 1st day of July 2019.

Highland Park Independent School District

Superintendent Signature

4-17-19

Date of Approval

Executed on this 1st day of July 2019.

La Academia De Estrellas Charter School

Lorraine Martin

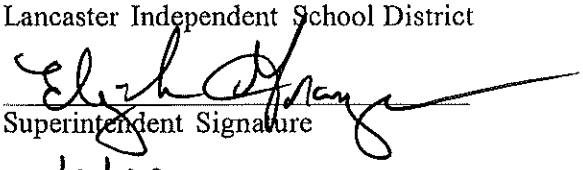
Superintendent Signature

4/2/19

Date of Approval

Executed on this 1st day of July 2019.

Lancaster Independent School District



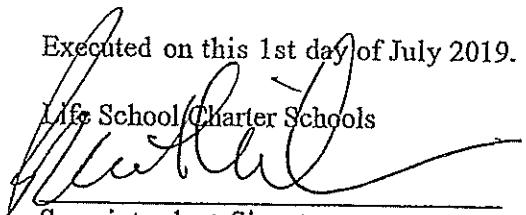
Superintendent Signature

4/9/19

Date of Approval

Executed on this 1st day of July 2019.

Life School Charter Schools



Superintendent Signature

4.24.2019

Date of Approval

Executed on this 1st day of July 2019.

Lumin Charter Schools

Terry N. Ford

Superintendent Signature

4-16-2019

Date of Approval

Executed on this 1st day of July 2019.

Maypearl Independent School District

Superintendent Signature

5-23-19

Date of Approval

Executed on this 1st day of July 2019.

Milford Independent School District

_____

Superintendent Signature

_____

Date of Approval

Executed on this 1st day of July 2019.

Palmer Independent School District

K Noack

Superintendent Signature

02/11/2019

Date of Approval

Executed on this 1st day of July 2019.

Prosper Independent School District

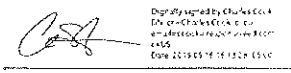
Superintendent Signature

5-14-19

Date of Approval

Executed on this 1st day of July 2019.

Responsive Education Charter Schools



Superintendent Signature
Charles Cook

Date of Approval

Robert Davison 5/8/2019

Name: Robert Davison

Title: Chief Operating Officer

Responsive Education Solutions

1301 Waters Ridge

Lewisville, Texas 75057

Phone: 972.316.3663

Email: rdavison@responsiveed.com

Lindsey Gordon 5/8/2019

Approved as to Form

Lindsey Gordon

General Counsel

Responsive Education Solutions

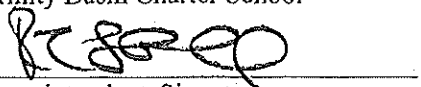
1301 Waters Ridge

Lewisville, Texas 75057

Phone: 972.316.3663

Executed on this 1st day of July 2019.

Trinity Basin Charter School



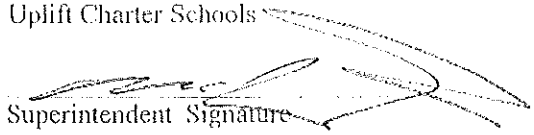
Superintendent Signature

6/17/19

Date of Approval

Executed on this 1st day of July 2019

Uplift Charter Schools



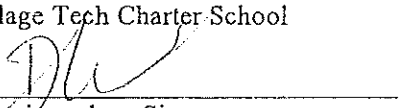
Superintendent Signature

2/7/19

Date of Approval

Executed on this 1st day of July 2019.

Village Tech Charter School



Superintendent Signature

4/30/19

Date of Approval

Executed on this 23 day of Sept 2019

Red Oak ISD

Ann Dixon

Superintendent Signature
Dr. Ann Dixon, Interim Superintendent

September 23, 2019
Date of Approval

Executed on this 1st day of July 2019.

Grand Prairie Independent School District

Superintendent Signature

6/24/19
Date of Approval

Executed on this 1st day of July 2019.

Corsicana Independent School District

Superintendent Signature

8.16.2019
Date of Approval

Executed on this 23 day of Sept 2019

Red Oak ISD

Superintendent Signature
Dr. Ann Dixon, Interim Superintendent

September 23, 2019
Date of Approval

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DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT AGREEMENT

Dallas Independent School District, hereinafter "DALLAS ISD," acting as Fiscal Agent and Member Districts: A+ Charter Schools, Avalon Independent School District, Advantage Academy 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, Maypearl Independent School District, Milford Independent School District, Palmer 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, Inspire Vision Charter, Texas Can Academy, Midlothian Independent School District, Waxahachie Independent School District 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 who are deaf or hard of hearing who are residents of and enrolled in the School Districts indicated above. It is agreed and understood that any student who is deaf and 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 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

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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 students who are deaf or hard of hearing.

1.5 Students who are deaf or hard of hearing not enrolled in the DRDSPD who meet the eligibility requirements of deaf or hard of hearing, 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 four hundred (400.00) 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 DRDSPD 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.

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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 Districtwide Services. 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, paraprofessionals 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.

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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.

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 Reinvestment 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

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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 (Dallas ISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The Member District 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 . 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 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. In the event, a student withdraws from the DRDSPD at any time, then the Member District will be liable for

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costs even though only enrolled for part of the year. No reimbursement to the Member Districts will be made during the school year.

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 withd raw 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 Reinvestment Act of 2009.

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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

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- 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 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

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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 Dallas ISD Superintendent the authority to execute the form of agreements set forth at Exhibits "C".

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

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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 programs, ESY, extra-curricular activity sponsored by a school district.

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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. 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.

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Executed on the 1st day of July 2025.

A+ Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Avalon Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

AW Brown Fellowship Academy

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Carrollton-Farmers Branch Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Cedar Hill Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Coppell Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Corsicana Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Dallas Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

DeSoto Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025

Texas Can Academy

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Gateway Charter

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Inspire Vision Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Garland Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Golden Rule Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Grand Prairie Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Harmony Public Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Highland Park Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

La Academia De Estrellas Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Lancaster Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Life School Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Lumin Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Maypearl Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Milford Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Palmer Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Waxahachie Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Responsive Education Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Trinity Basin Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Uplift Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Village Tech Charter School

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Superintendent Signature

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Date of Approval

Executed on the 1st day of July 2025

Advantage Academy

_____

Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

EXHIBIT A

DALLAS REGIONAL DAY SCHOOL FOR THE DEAF ARRANGEMENT

DRDSPD CLUSTER SITE SERVICES COSTS PER STUDENT ANNUALLY

CLUSTER SITE = $16,745
CLUSTER SITE DEAF PLUS CLASSROOMS = $19,760

DRDSPD ITINERANT/PARENT INFANT COST PER STUDENT ANNUALLY

ITINERANT SERVICES IN HOME DISTRICT

Cost per one visit per week = $4,960
Cost per two visits per week = $6,290
Cost per three visits per week = $7,744
Consultant Cost twice per year + ARD representation = $1,355
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

Audiological Management Services:
Audiological Diagnostic Assessment=$300
Hearing Assistive Technology Troubleshooting=$250
Functional Listening Evaluation=$300

Hearing Assistive Technology Yearly Rental:
The availability of hearing assistive technology for loan depends on the RDSPD's current inventory. The fee covers fitting the technology, troubleshooting as needed, and maintenance. All equipment must be returned to the RDSPD at the end of the school year. If equipment is lost or damaged, the cost of a replacement system will be billed to the renting district.

Hearing Assistive Technology=$500-$1,500 per ear.

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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.

DRDSPD CLUSTER SITE SERVICES COSTS PER STUDENT ANNUALLY

CLUSTER SITE = $16,745
CLUSTER SITE DEAF PLUS CLASSROOMS = $19,760

DRDSPD ITINERANT/PARENT INFANT COST PER STUDENT ANNUALLY

ITINERANT SERVICES IN HOME DISTRICT

Cost per one visit per week = $4,960
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Cost per three visits per week = $7,744
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Audiological Management Services:
Audiological Diagnostic Assessment=$300
Hearing Assistive Technology Troubleshooting=$250
Functional Listening Evaluation=$300

Hearing Assistive Technology Yearly Rental:
The availability of hearing assistive technology for loan depends on the RDSPD's current inventory. The fee covers fitting the technology, troubleshooting as needed, and maintenance. All equipment must be

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returned to the RDSPD at the end of the school year. If the equipment is lost or damaged, the cost of a replacement system will be billed to the renting district.

Hearing Assistive Technology=$500-$1,500 per ear

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.

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EXHIBIT C

STATE OF TEXAS §

§ INTERLOCAL AGREEMENT: FOR

§

COUNTY OF DALLAS §

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;

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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

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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.

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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.

0. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

P. 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.

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SHARED SERVICE ARRANGEMENT AGREEMENT - NON-MEMBER
INTERLOCAL AGREEMENT

TO BE EFFECTIVE this 1 day of July, 2025 and TERMINATE on June 30, 2028

DocuSigned by:
KYLYNNEDRA WILCOTS
BAC5C609774048A...

Dallas ISD Representative

3/27/2025

Date

School District Representative

Date

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

EXECUTED TO BE EFFECTIVE this 1st day of July, 2025 and TERMINATE on June 30, 2028.

ATTEST:

By: _____
Board President

Date: _____

ATTEST:

By: _____
Board Secretary

Date: 6/26/25

APPROVED AS TO FORM:

By: J. Flores
Dallas ISD Legal Counsel

Date: 1/8/25

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28th, 2026

Presented By: Ray Winkler, Executive Director Special Education and Related Services

Subject: Memorandum of Understanding with Plano ISD

Action Item

Executive Summary:
Supplementary Information – Entering in the Memorandum of Understanding with Plano ISD will continue the partnership and extend it to Wylie ISD to provide the additional emotional and behavioral support to students who may otherwise be referred to residential placement. Referral decisions are subject to the Admissions, Review, and Dismissal (ARD) committee process and in accordance with Special Education policy and procedures.

Administrative Recommendations:
Administration recommends approval.

Recommended Motion for Action Items:

Approve 26-27 MOU

Financial Impact and Funding Source:

658,267.13

Memorandum of Understanding

Regional Behavior Program Hosting and Student Placement Agreement

1. Purpose of Document

This Memorandum of Understanding ("MOU" or "Agreement") is by and between Region 10 Education Service Center ("Region 10") and Garland ISD ("LEA" of "Sending LEA" or "Sending District"), outlining the mutual responsibilities and agreements surrounding the LEA purchasing access to a Special Education program operated by an third-party vendor of Region 10 ("ThirdParty Program") for the purpose of providing services to students with disabilities served in Special Education.

Upon Region 10 securing a service agreement with an external vendor for the implementation of functional and academic program classrooms for students with high support needs and disabilities, the LEA may contract with Region 10 to purchase Program seats.

Purchase of a Program seat does not guarantee the placement of a particular student. All students referred for placement must meet the eligibility, referral, and admission criteria outlined in the applicable Program Handbook and must complete the Program's review and acceptance process. Final placement decisions will be based on the student's individual needs, available Program resources, and the Program's ability to implement the student's IEP and provide appropriate services.

Sending LEA will purchase

- Functional Program Seat(s) - 4
- Academic Program Seat(s) -4

**Final pricing will be based on the specific location and parameters of the Program classroom. The pricing assumes the purchase of the classroom collectively, and that it is located at a single programming site. In the event that the classrooms are not in the same location, additional staffing may be required.*

In addition to the seat obligations above, LEA agrees as follows:

2. Program Classroom Information

For school year 2025-2026, the Third-Party Program will consist of classroom(s) co-located at multiple sites hosted by school districts within the Region 10 boundaries, serving students who are currently eligible for Special Education educational services through IDEA. Students may be placed in the Third-Party Program classroom through a Sending District's ARD Committee ("ARDC"). Upon placement, the Student's IEP shall be updated to reflect the scope and intensity of service delivered in a more restrictive setting, in addition to defining clear criteria for consideration of reintegration into a District's Least Restrictive Environment. LEA agrees to

cooperate with representatives of the Third-Party Program vendor and Region 10 during the ARDC and IEP development process during a student's assignment to the Third-Party Program.

The Third-Party Program's Regional/Site Director and/or Designee shall review all placement considerations in collaboration with the Sending District. Considerations of available data, availability of seats in the Third-Party Program, and ARDC recommendations shall be reviewed, along with any other relevant data or information. The potential for a more restrictive placement option shall be discussed with Parents/Guardians prior to the Third-Party Program's involvement.

3. Third-Party Program Implementation and Responsibilities

The classrooms hosted by LEA will provide services and supports to students placed in the classrooms in accordance with the agreement between Region 10 and the Program. The Program and its staff are responsible for the implementation and delivery of programming and services, as outlined in their contract with Region 10. This includes, but is not be limited to:

A. The hiring, background checks, and onboarding process of staff. Third-Party Program staff will provide sufficient staff for courses offered in the Third-Party Program to maintain a safe and appropriate learning environment and to adhere to all applicable guidelines and mandates from the State Board of Education.
B. Host LEA will assist and facilitate in the fingerprinting criminal history checks of Third-Party Program staff who will have direct contact with students.
C. Cooperate with Third-Party Program staff in providing internet access, access to a copy machine, and other technology requirements set forth in Exhibit A for the Host LEA.
D. Specialized Instruction services for a 10-month school year with the number of days not to exceed one hundred and eight (180) school days, at the State's established minimum requirement of instructional hours on a daily or annual basis. The School Calendar and Third-Party Program hours shall be mutually defined and aligned with the Host LEA calendar.
E. Access to Student Counseling and Mental Health Services, as required with each Student's IEP and as needed resulting from a Student's Behavioral or Mental Health Crisis.
F. Provide reports of student progress on IEP goals and objectives at regular intervals.
G. Notify the sending LEA of any complaints or incidents that pose a threat of imminent harm or may cause a due process hearing.
H. Notify the sending LEA of any issues or incidents involving their students that would require Third-Party Program staff to make a mandatory report to DFPS or any other state agency.

I. Reasonably cooperate with the Sending and/or Host LEA in any investigations of misconduct, due process hearings, complaints, or any other litigation.
J. Collaborate with the sending LEA regarding a student's limited or lack of progress in the Third-Party Program.
K. Coordinating with Sending LEA to ensure that any Free and Reduced Lunch Program paperwork is coordinated so that a Sending LEA's student may access the Host LEA's food service facilities.
L. Maintain the confidentiality of Sending LEAs' personally identifiable student information and Third-Party Program vendor information in accordance with the provisions set forth in Exhibit A.

4. Region 10 Roles and Responsibilities

Region 10 agrees to the following roles and responsibilities:

A. Act as a liaison and facilitator between the sending LEA, host LEA, and the Third-Party Program to assist with students transitioning into or out of a program classroom.
B. Work as a collaborative partner with host LEAs and the Third-Party Program to ensure appropriate implementation of services for students placed in program classrooms.
C. Conduct on-site visits to Third-Party Program classrooms to provide support to classroom staff and address concerns that may arise in implementing programming for students.

5. Sending LEA Roles and Responsibilities

LEAs placing a student in a Third-Party Program Classroom ("Sending LEA" or "Sending District") agree to the responsibilities and obligations set forth in their agreement with Region 10, including, but not limited to, the following roles and responsibilities:

A. Allow Third-Party Program staff to have access to relevant records, files, or personnel deemed necessary to provide appropriate services to students placed in a Third-Party Program classroom.
B. Provide transportation of students to/from the Third-Party Program classroom in accordance with their IEP transportation services, unless sending LEA, Host LEA and program mutually agree in writing otherwise.
C. Be responsible for delivering FAPE and any related services outlined in a student's IEP.
D. Collaborate with the Third-Party Program regarding a student's limited or lack of progress in the Program.

E. Provide access to the sending LEA's general education curriculum and related instructional materials upon request by the Third-Party Program.
F. Be responsible for the reasonable cost of repair or replacement of property damage caused by a participating student, excluding ordinary wear and tear.

6. Compliance with State and Federal Legal Requirements

Region 10 agrees to ensure that the Program identified to implement the services in the classroom hosted at the LEA shall comply with all federal, state, and local laws, rules, and regulations in relation to the education of students, as well as all Policies and Procedures of Region 10's Board of Education. Program staff will ensure that the special education programming and administrative services provided meet the requirements of all applicable federal and state statutes and regulations, including, but not limited to the Texas Education Code ("TEC"), Texas Administrative Code (TAC), Texas Constitution, Texas Statutes, IDEA, the Family Educational Rights and Privacy Act ("FERPA"), and Section 504 of the Rehabilitation Act ("Section 504"), and that it has policies and procedures in place related to following these laws.

7. Compliance with Host LEA Policies and Procedures

Program staff shall be subject to all the host LEA's rules, regulations, and policies while on host LEA property or while attending LEA-related or LEA-sponsored events on or off LEA property with students. Further, Program staff shall follow all procedures of the LEA campus on which the Program provides services to students. The host LEA reserves the right to exclude any Program staff members who do not comply with the LEA's policies.

8. Third-Party Program Status As an Independent Contractor

Third-Party Program vendor is and shall at all times be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Third-Party Program or any of the Third-Party Program's agents or employees. Third-Party Program will assume exclusively the responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. Third-Party Program vendor staff members, its agents, and employees, shall not be entitled to any rights or privileges of Host LEA District or Region 10 employees and shall not be considered in any manner to be Host LEA District or Region 10 employees.

9. Third-Party Program Status as a School Official

In the course of providing the services under the Agreement between Region 10 and the Third-

Party Program, representatives, employees, and agents of the Third-Party Program vendor may receive information contained in educational records relating to sending LEA students. The Third-Party Program vendor is performing an institutional function, which is educating the Student. Third-Party Program vendor staff and Region 10 staff monitoring the Third-Party Program are hereby designated a “school official” for the purpose of receiving confidential student information in accordance with 20 U.S.C.A. 1232g (The Family Education Rights and Privacy Act). Third-Party Program vendor will agree through its agreement with Region 10 that Sending LEA maintains full control over the educational records divulged to the Third-Party Program vendor and Region 10. Third-Party Program will agree through its agreement with Region 10 that the educational records relating to students served in Third-Party Program classrooms will not be disclosed or used for purposes other than furtherance of the services provided.

10. Non-Compete for Employment

During the Term of this Agreement, the LEA agrees not to indirectly hire, attempt to hire, or solicit for employment any Program staff. However, nothing in this clause will prevent Program staff from seeking alternative employment or responding to public advertisements for positions available during or after the term of the Agreement. In such a case, the LEA agrees to encourage any applicants from the Program to provide adequate notice to the Program so that a replacement may be found with minimal disruption.

11. Related Service Needs of Students in Program Classrooms

Unless otherwise provided for in the agreements between Region 10 and the Third-Party program vendor, Students related service needs for counseling services will be provided by the Third-Party Program classroom and their staff. Any additional related services needs of the student will be provided by sending LEA staff, including but not limited to:

- Speech/Language Therapy
- Occupational Therapy
- Physical Therapy
- Adapted Physical Education
- Transportation Services
- In Home and/or Parent Training
- Other related services identified as needed to provide FAPE outlined in a student(s) IEP

12. Nursing and Medical Services of Students in Third-Party Program Classrooms

Unless otherwise provided for in the agreements between Region 10 and the Third-Party program vendor, Host District staff shall be responsible for providing basic school nursing services to all students in the Third-Party Program. If a student has unique medical needs,

Sending LEA will provide nursing support to the Third-Party Program, such as providing health records, medication or direct medical attention and/or providing delegation training to Third-Party Program staff. In the event a student has additional individual health needs, provision of these services shall be addressed in accordance with the ARDC and IEP process.

13. Full and Individual Evaluations for Students in Program Classrooms

The sending LEA will be responsible for the completion of any Full and Individual Evaluations, Reevaluations, and psycho-educational evaluations needed for students enrolled in a Program classroom.

14. ARD Meetings for Students in Third-Party Program Classrooms

The sending LEA will be responsible for completing all ARD meetings required for students enrolled in a Program classroom. The LEA agrees to invite appropriate Program staff to attend ARD meetings, and Program staff will make reasonable efforts to participate.

When concerns arise regarding Program implementation, student progress, placement, or available supports, the LEA agrees to notify Region 10 and invite appropriate Region 10 staff to a separate staffing, consultation, or problem-solving meeting.

15. Students Demonstrating Lack of Progress

If a student fails to make adequate progress while attending a Third-Party Program classroom, the Third-Party Program will collaborate with the student's sending LEA to schedule a ARDC meeting to discuss the lack of progress and plans for the student's future placement.

16. Termination for Cause

During the Initial Term, this agreement may only be terminated by either Party if the other Party is in breach of any material provision of this agreement, but only after written notice of breach and an opportunity to cure has been given to the breaching Party. The notice of breach must give the breaching party an opportunity to cure at least thirty (30) days in the case of a non-monetary breach and at least ten (10) days in the case of a monetary breach ("Cure Period"). If the breaching party has not cured the breach by the Cure Period, the party giving notice may terminate this Agreement immediately by giving the breaching party written notice of termination that includes a stated termination date. Upon termination, no further performance will be required of either Party, except that LEA must pay any fees then due for services rendered and for previously authorized expenses.

17. Termination for Convenience

After the Initial Term, either party may elect to terminate the Agreement by providing written notice to the other party no less than (180) days prior to the end of a school year. Termination for convenience shall be effective no earlier than at the end of the then current school year. Upon termination, no further performance, including payment pursuant for services, will be required of either Party, except that LEA must pay any fees then due for services rendered and for previously authorized expenses up to the date of termination. The LEA acknowledges that all Third-Party Program vendor services are likely to have been completed by the end of a school year and will be due and payable to the vendor.

18. Costs for Seats in Third-Party Program Classrooms

Students may be placed in Third-Party Program classrooms based on the availability of “Seats” each school year. Sending LEAs agree to the purchase of a seat in order to have access to place a student in a Third-Party Program classroom. Sending LEAs agree to pay Region 10 for the total costs of seats purchased in accordance with the mutually agreed payment schedule indicated in this agreement. LEA agrees to provide payment to Region 10 within 30 days of the date of the invoice.

Sending LEAs are responsible for the costs of seats regardless of whether or not a student is currently enrolled in a Third-Party Program classroom. If a sending LEA seeks to relinquish a “seat”, they may contact Region 10 to work on identifying another LEA that can commit to taking over the seat for the remainder of the school year. The Sending LEA is responsible for all costs associated with the seat until Region 10 is able to secure a replacement LEA to take over the costs of the seat. Sending LEA is likewise responsible for all costs associated with the seat if the ARDC determines that the Program placement is no longer the appropriate placement for the student.

19. Seat Payment Details and Schedule

The LEA will receive access to the following Third-Party Program seats and 1:1 aides for the School Year 2026-2027:

Program Location	Cost Per Seat	Quantity	Total Cost Per Program
Allen ISD (Functional)	$80,513.54	3	$241,540.62
McKinney ISD K-5 (Academic)	$59,166.71	2	$118,333.42
McKinney ISD 5-8 (Academic)	$65,740.79	2	$131,481.58
Sherman ISD (Academic)	$65,697.97	0	

Wylie ISD (Academic)	$59,926.06	0	
Plano ISD (Functional)	$86,264.51	1	$86,264.51
1:1 aides for students	$230.42 per day*	2	

*1:1 aide costs may fluctuate based on student needs and enrollment in the Third-Party Program classroom. The Sending LEA can request additional 1:1 aides from Third-Party Program for an additional fee based on student needs documentation in a students' IEP.

Seat Payment Schedule Options:

	1 Full Payment due August 1, 2025
	10 Monthly Payments due 1st of the month 8/2026 - 5/2027

1:1 aide billing will be submitted in arrears monthly.

20. Miscellaneous Terms

- Notices required by this agreement shall be made in writing and delivered to all parties. Notice will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other party as provided herein as follows:

  To Region 10: Region 10 Education Service Center
  Attn: Jennifer Farley
  400 E. Spring Valley Rd.
  Richardson, Texas 75081
  Jennifer.farley@region10.org
  (972) 348-1346

  To LEA: Garland Independent School District
  Attn: Ray Winkler
  501 S. Jupiter Road Garland, TX.75042
  (972) 487-3300

- **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof,

and no other Agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.

- **Governing Law.** The laws of the State of Texas hereto shall govern the validity of this Agreement and of any terms and provisions, as well as rights and duties of the parties.
- **Venue**. Venue for any action brought to enforce or to interpret the provisions of this Agreement shall be in the State Courts of Collin County, Texas.
- **Amendment**. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into the Agreement.
- **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability. Shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- **Legal Construction**. The Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in the Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- **Sovereign Immunity**. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in Agreement will be construed as an express or implied waiver by a party of its governmental immunity or of its state governmental immunity, or as the assumption by a party of a debt, contract, or liability of another party or of the Third-Party Program vendor.
- **Acknowledgements**. The Parties further acknowledge that they have carefully read the Agreement, that they have consulted with their attorneys prior to executing the Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign the Agreement are those stated above and that they are signing the Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute the Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature and has the same validity and meaning as a handwritten signature.
- **Force Majeure**. Notwithstanding any other provision set forth in this Agreement, the Parties shall not be liable for any failure or delay in performance of any obligation under this Agreement in the event of a “Force Majeure” such as fire, explosion, pandemic, mandatory quarantine, or other catastrophe, earthquake, epidemic, nuclear incident, sabotage, flood, typhoon or unusually severe weather, war, act of terrorism, strike, riot, civil disobedience, act of God or any governmental law, decree or ordinance or any other force majeure act set forth in Exhibit A. Once any Force Majeure event occurs and any inability to perform hereunder or delay in performance caused by such Force Majeure

ceases, the party whose performance was so delayed by such Force Majeure event shall promptly perform its obligations pursuant to the provisions hereof.

Signatures of Agreement

_____
LEA Representative

_____
LEA Superintendent

_____
Special Populations Director
Region 10

_____
Deputy Executive Director
Region 10

_____
Executive Director
Region 10

EXHIBIT A

SESI Roles and Responsibilities

- Each classroom will be staffed with
    - 1 certified special education teacher
    - 2 assistant teachers
    - 1 BCBA (BEST Program)
    - 1 licensed Social Worker (ACI Program)
- The Program will provide social, emotional, and behavioral supports, as indicated, based on needs of student population in each classroom
- SESI will implement student individualized education plans
- SESI will provide special education services in a professional manner. If SESI believes that a change in educational programming or placement is necessary, SESI will notify ESC 10 and the Sending District to initiate meetings and conferences.
- SESI Program will comply with all applicable federal, state, and local laws, rules, and regulations in relation to the provision of special education services for students participating in the Program, as well as policies and procedures of Sending Districts and Host Districts.
- SESI will cooperate with Sending District and Host District, as requested, relating to any investigation involving students receiving services under the Program. SESI shall notify Host District campus personnel as soon as practicable following a serious incident relating to a student receiving Program services that violates school policies, including the Host District's Student Code of Conduct, or state or federal law. SESI shall follow up such contact with a notification to the Sending District and ESC 10.
- At Sending District's request, SESI Program teacher(s) or other appropriate representatives from SESI will participate in evaluations and IEP meetings for students participating in the Program.
- SESI will maintain the interior of the classrooms in good condition, that includes reasonable wear and tear for specialized education classrooms.
- Upon request of the Sending District and in a manner as reasonably requested by the Sending District, SESI will provide the Sending District with copies of grade reports, transcripts, progress reports, and any other educational records or other documents necessary to evaluate, develop IEPs.
- SESI will equip the Program classrooms with equipment specific to the Program, including applicable technology and hardware.
- SESI staff will receive training on instructional and behavior management practices, reporting procedures, and safety protocols.
- SESI will report on student progress at regular intervals.

- SESI will notify Sending District and ESC 10 if SESI identifies any IEP components that they cannot deliver.
- SESI will respond to Sending District and ESC 10 requests for student information and records in a prompt and reasonable manner.
- SESI will communicate any concerns about student's education to the Sending District and ESC 10.
- SESI will allow Sending District and ESC 10 reasonable access to Program Facility to evaluate the Program and observe students in order to ensure FAPE is being provided.
- SESI will allow Sending District reasonable access to Program Facility to provide parent tours at a mutually agreed upon date and time.
- SESI will voluntarily appear at due process hearing and otherwise cooperate with Sending District for any due process hearing or other investigations.
- SESI will immediately notify the Sending District and ESC 10 of any complaints or incidents that pose a threat of imminent harm or may cause a due process hearing
- SESI will immediately notify Sending District and ESC 10 of any issues or incidents involving students that require SESI to make a mandatory report.
- SESI will provide an intensive behavior modification system designed to minimize classroom disruptions and maximize learning.
- SESI will deliver end-of-year outcome measures relating to pre and post test academic progress, attendance, behavioral level summary, incidents, etc.
- SESI will provide input as requested or required by the Sending District for student evaluations, IEP development, location of service/placement or other educational purposes.

Host District Roles and Responsibilities

- Host District will provide classroom space, office space, standard school internet and technology infrastructure, standard furniture/fixtures, and other space/equipment necessary for SESI to deliver the Program including access to gymnasium, playgrounds.
- Host District's responsibility to provide daily janitorial and cleaning services to the facilities and classrooms used by the SESI Program
- Host District will be responsible for repairing wear and tear to facility infrastructure, fixtures, and technology.
- Host district will provide food service upon receipt of appropriate Free and Reduced Lunch paperwork provided by the Sending District.
- Host District will provide basic school nursing services (ie. medication delivery, emergency response)
- Host District will provide safety and security resources to the Program and SESI staff to protect the safety and wellbeing of SESI Program students and staff, including threats of violence or emergency.

- Host District will provide criminal background checks and provide SESI will all relevant information and forms to facilitate (SESI will bear the costs of these background checks)

Sending District Roles and Responsibilities

- The Sending District will provide transportation to students to and from the Program.
- The Sending District will provide Related Services outlined in student individualized education plans (with exception of counseling as related service)
- The Sending District will provide school psychologists to participate in assessments and meetings if required.
- The Sending District will be responsible for coordinating the Free and Reduced Lunch paperwork and providing to SESI.
- The Sending District will provide SESI with all relevant student records, files, or access to Sending District personnel necessary for SESI to perform its duties.
- The Sending District will provide SESI Program staff with standard grade level curriculum materials for students placed in the program, including technology and textbooks.
- The Sending District will be responsible for repairing any damage directly caused by students enrolled in the Program.
- The Sending District retains responsibility to provide FAPE to its students.
- The Sending District will hold an IEP meeting to discuss change of placement and changes to IEP prior to enrolling in SESI.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28th, 2026

Presented By: Ray Winkler, Special Education and Related Services

Subject: Texas Tech Affiliation Agreement 26-27

Action Item

Executive Summary:
The agreement will provide eligible Texas Tech University students enrolled in the School Psychology program with supervised clinical and educational training opportunities within Garland ISD.This partnership supports the preparation of future school psychology professionals while providing students with practical experience in a public-school setting.

Administrative Recommendations:
Administration recommends approval of an Affiliation Agreement between Garland Independent School District and Texas Tech University

Recommended Motion for Action Items:

Approve Affiliation Agreement for 26-27

Financial Impact and Funding Source:

N/A. No budget impact.

TEXAS TECH UNIVERSITY

AFFILIATION AGREEMENT

For

Student Clinical Training

THIS AGREEMENT (the "Agreement") is effective as of the 26th day of June, 2026 ("the Effective Date"), by and between Texas Tech University, on behalf of its Department of Educational Psychology, Leadership and Counseling ("UNIVERSITY"), which is a Texas public institution of higher education established pursuant to sections 109 et seq. of the Texas Education Code, and is located at 2500 Broadway, Lubbock, Texas 79409, and Garland Independent School District ("FACILITY"), which is located at 501 S. Jupiter Rd., Garland, TX 75042. UNIVERSITY and FACILITY shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

The Parties seek to provide clinical and educational experiences to designated students ("Students") enrolled in School Psychology ("the Program") at UNIVERSITY; and

Therefore, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY shall fulfill the following terms, obligations, and covenants:

(1) Inform FACILITY of the name, address, and phone number of the UNIVERSITY Director and Internship Instructor of Record who will be available to assist FACILITY personnel and Students of the Program and who will be responsible for maintaining ongoing contact with FACILITY's designated representative ("Field Supervisor");

(2) As mutually agreed by FACILITY AND UNIVERSITY, develop, organize, and assist FACILITY in implementing and operating a Program that is suitable to each Student, including those who may be disabled;

(3) Acquaint FACILITY's designated representative with methods, objectives, goals, and specifics of the Program;

(4) Assign to FACILITY Students who are academically-qualified for clinical experience and provide FACILITY with information about the Student to the extent permitted by applicable law;

(5) Assign only the number of Students mutually agreed upon by FACILITY and UNIVERSITY;

(6) Notify FACILITY of the names and arrival dates of Students, as such dates are mutually-agreed upon by FACILITY and UNIVERSITY;

(7) Ensure that Students who participate in the Program provide proof of insurance coverage in minimum amounts that are acceptable to FACILITY;

(8) Require Students to provide transportation to and from FACILITY, and appropriate supplies and uniforms, as applicable;

(9) Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of FACILITY;

(10) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all FACILITY matters, proceedings, and information, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement;

(11) Upon notice to UNIVERSITY, inform FACILITY of any adverse circumstances to which FACILITY may be exposed because of the activities or health status, including the mental health status, of a Student;

(12) Upon notice to UNIVERSITY, notify FACILITY of any complaint claim, investigation, or lawsuit involving a Student that is related to clinical and educational experiences provided under this Agreement;

(13) Notify Students about their obligation to comply with FACILITY policies and procedures, state law, and OSHA bloodborne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program; AND

ARTICLE II

OBLIGATIONS OF FACILITY

FACILITY shall fulfill the following terms, obligations, and covenants:

(1) Provide necessary instruction by qualified supervisory personnel for prescribed clinical and educational experiences that will allow Students to participate in overall FACILITY programs, in services, and activities, as appropriate and as agreed upon by both Parties;

(2) Allow the Field Supervisor time to prepare for conferences with Students; to maintain scheduled conferences with Students; and to consult with the UNIVERSITY's representative;

(3) Provide UNIVERSITY's designee with a performance appraisal for each Student in the form prescribed by UNIVERSITY;

(4) Report unsatisfactory conduct or performance of a Student in a form prescribed by UNIVERSITY; AND

(5) Permit designated faculty members the right to counsel with and to observe Students at the FACILITY.

ARTICLE III

OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

(1) Neither UNIVERSITY, Students, nor any UNIVERSITY personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint venturers of FACILITY, unless otherwise agreed upon by the relevant parties;

(2) FACILITY is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students, unless otherwise agreed upon by the relevant parties;

(3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;

(4) Both parties acknowledge a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically The Family Educational Rights and Privacy Act ("FERPA") 34 CFR, Part 99. To the extent that a party has access to "education records" under the Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Both parties agree to comply with FERPA and safeguard student information. Neither party may re-disclose student records to a third party without prior written consent from the other party or eligible student.

(5) Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; AND

(6) FACILITY shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, health status, or for any other reason to participate in the Program.

ARTICLE IV

TERM AND TERMINATION

(1) This Agreement shall remain in effect from the Effective Date of the Agreement, which is set forth in the first paragraph of this Agreement, until the 30th day of June, 2027 ("the Termination Date"), and shall automatically renew for up to seven (7) additional one (1) year terms, unless sooner terminated in accordance with applicable provisions of this Agreement.

(2) Any breach of the covenants stated in Article I of this Agreement by UNIVERSITY or Article II by FACILITY shall be considered a material breach of this Agreement. In the event of a material breach, FACILITY or UNIVERSITY, as applicable, shall have the right to terminate this Agreement immediately.

(3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement without cause after thirty (30) calendar days written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.

(4) FACILITY shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the health, safety, welfare of FACILITY's patients, clients, or personnel or to the orderly business function of FACILITY or for any other reason.

ARTICLE V

GENERAL PROVISIONS

(1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of litigation shall be Lubbock County, Texas.

(2) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.

(3) This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.

(4) Any notice required or permitted under this Agreement shall be made in writing at least thirty (30) days in advance of request of change in this Agreement.

(5) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.

(6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.

(7) If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UNIVERSITY or FACILITY policies, that part of the Agreement shall be reformed, after notice is given in accordance with Article V, Section 4 of this Agreement to the other Party and if such reformation is determined by the Parties to be reasonably possible, in order to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

(8) A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

(9) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

(10) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

(11) "Event of Force Majeure" means an event beyond the control of FACILITY or UNIVERSITY which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or

usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

(12) Pursuant to §231.006, Texas Family Code, FACILITY certifies that it is not ineligible to receive the awarded Agreement or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

(13) FACILITY certifies this Agreement is not prohibited under Texas Government Code §2261.252(b) and agrees that if FACILITY's certification is or becomes untrue, this Agreement is void, and FACILITY will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

(14) Under Section §2155.004, Texas Government Code, the FACILITY certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

(15) Under Section §2155.005, Texas Government Code, the FACILITY certifies that the individual or business entity named in this procurement or Agreement has not violated the antitrust laws of the United Sates or of the State of Texas.

(16) Under §2155.0061, Texas Government Code, FACILITY certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

(17) If this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, FACILITY affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Texas Government Code §808.001.

(18) Compliance with Texas Government Code §2274.002. If this Agreement has a value of $100,000 or more to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2274.002, FACILITY verifies it (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Agreement against a firearm entity or trade association.

(19) If this Agreement has a value of $100,000 or more to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2276.002, FACILITY affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms "company" and "boycott energy companies" shall have the meanings described in Texas Government Code §809.001

(20) Pursuant to Executive Order No GA—48, FACILITY certifies that it, and, if applicable, its holding companies or subsidiaries, are not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
b. Listed in Section 1260H of the 2021 NDAA; or
c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

(21) FACILITY affirmatively states that it will comply with the requirements of Texas Health and Safety Code, § 161.0085(c).

(22) FACILITY is hereby notified that UNIVERSITY strictly adheres to the Texas Public Information Act, Texas Government Code, Chapter 552, and the interpretations thereof rendered by the Courts and the Texas Attorney General ("AG").

(23) The dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the AG pursuant to Chapter 2260 will be used by UNIVERSITY and FACILITY to attempt to resolve any claim for breach of contract made by FACILITY that cannot be resolved in the ordinary course of business. The Assistant Vice President and Chief Procurement Officer of UNIVERSITY will examine FACILITY's claim and any counterclaim and negotiate with FACILITY in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by UNIVERSITY nor any other conduct, action, or inaction of any representative of UNIVERSITY relating to the Agreement constitutes or is intended to constitute a waiver of UNIVERSITY's or the state's sovereign immunity to suit; and (ii) UNIVERSITY has not waived its right to seek redress in the courts.

(24) FACILITY agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties. As a public institution, UNIVERSITY maintains a consistent policy of not endorsing products or services, whether purchased or received. The FACILITY and UNIVERSITY's employees shall comply with UNIVERSITY Operating Policy and Procedure 68.01. https://www.depts.ttu.edu/opmanual/OP68.01.php. The FACILITY shall not use UNIVERSITY's name or protected identity marks, including but not limited to wordmark, logos, seals, imagery, and insignia (collectively, "Marks") without UNIVERSITY's prior express written approval from the UNIVERSITY Vice President for Marketing and Communication or their designee. The approved use of any Marks shall cease upon termination of the Agreement or upon written notification by

UNIVERSITY. The FACILITY shall not use UNIVERSITY's Marks to represent any type of relationship between UNIVERSITY and the FACILITY or that UNIVERSITY endorses the FACILITY unless formally approved in writing. The use of all identity marks shall be governed by UNIVERSITY's identity guidelines policy, which may be updated from time to time. https://www.depts.ttu.edu/communications/identityguidelines/.

(25) The FACILITY agrees to indemnify, defend, and hold harmless UNIVERSITY, Texas Tech University System, and its respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any negligent act or omission of the FACILITY in the performance or failure to perform within the Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of the FACILITY or subcontractors. The indemnification obligations set forth in the Contract will survive termination or expiration of the Agreement.

(26) FACILITY agrees that it will comply with all federal, state, or local laws or regulations applicable to FACILITY's performance under the Agreement, and agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under the Agreement. FACILITY also agrees that pursuant to Texas Education Code §51.9335(h), in any agreement for the acquisition of goods or services to which UNIVERSITY is a party, including this Agreement, any provision required by applicable law to be included in the agreement is considered to be part of the agreement whether or not the provision appears on the face of the agreement or if the agreement contains any provision to the contrary.

(27) All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement to FACILITY or UNIVERSITY will be in writing and will be sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received. Notices shall be sent to the following

To UNIVERSITY:

Texas Tech University
Department of Educational Psychology, Leadership & Counseling
School Psychology Program
Attn: Dr. Christy Chapman, Director of Clinical Training
Mail Stop 41071
Lubbock, Texas 79409-1071
christy.chapman@ttu.edu

With a copy to:

Texas Tech University Procurement Services
Attn: Contract Management
PO Box 41094
Lubbock, Texas 79409
contracting@ttu.edu

To FACILITY:

Garland Independent School District
Attn: Stephanie Robertson
501 S. Jupiter Road
Garland, TX 75042
SMCollinsRobertson@garlandisd.net

(28) This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.

GARLAND INDEPENDENT SCHOOL DISTRICT	**TEXAS TECH UNIVERSITY**
BY:_____	BY: _____
NAME:_____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing

Subject: Consider Approval of Sourcewell Purchasing Cooperative Participation Agreement

Action Item

Executive Summary:

The Purchasing Department has expressed a desire to participate in the Sourcewell 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 Purchasing Cooperative Agreement does not have a participation fee and is similar to the agreements we currently have with other cooperatives. The purchasing department recommends approval at the July 28, 2026, Board of Trustees Meeting.

Administrative Recommendations:

Provided for your consideration.

Recommended Motion for Action Items:

Move to approve the Sourcewell Purchasing Cooperative Participation Agreement as presented to the Board of Trustees.

Financial Impact and Funding Source:

N/A

Docusign Envelope ID: 15AEFB6F-9DAF-4481-BD6C-A2962E573854

Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a transaction document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

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material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2025.

Sourcewell:

Signed by:
By Greg Zylka
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2025 | 12:09 PM CST

Signed by:
By Linda Arts
0EF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/21/2025 | 7:59 PM CST

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

Sourcewell

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* Garland ISD

Address* 501 S. Jupiter

City* Garland

State* TX Zip Code* 75042

Country* Dallas

Employer Identification Number 10899

Website https://www.garlandisd.net

Contact person* (First, Last) Dianna Casper

Job Title* Executive Director

Job Role

- [ ] Elected Official
- [ ] Faculty
- [x] Department Purchaser
- [ ] Leadership/Administration
- [ ] Management
- [ ] Staff/Team Member
- [ ] Supervisory
- [ ] Volunteer
- [ ] Other _____

Email* Dmcasper@garlandisd.net

Phone* 972-487-3009

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Organization Type:

Government

- [ ] Consolidated Government
- [ ] County/Burough
- [ ] Federal
- [ ] City/Municipality
- [ ] Special District/Authority/Limited Purpose
- [ ] State
- [ ] Township
- [ ] Tribal
- [ ] Province/Territory
- [ ] Quasi-Government

Education

- [ ] Private College/University
- [ ] Private K-12 Education
- [ ] Public College/University
- [x] Public K-12 Education

Nonprofit

- [ ] Nonprofit 501(c)(3) – An IRS letter of nonprofit verification document is required
- [ ] Nonprofit Other

Referred by

- [ ] Advertisement _____
- [ ] Colleague/Friend _____
- [ ] Conference/Trade Show _____
- [ ] Supplier _____
- [ ] Search Engine/Web Search _____
- [ ] Sourcewell Employee _____

**Denotes required information*

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing

Subject: Consider Approval of the Dallas County Health and Human Services to Provide Immunizations/Vaccinations MOU

Action Item

Executive Summary:

Student Services will enter a Memorandum of Understanding (MOU) with the Dallas County Health and Human Services to provide immunizations/vaccinations to any eligible Texas Vaccines for Children (TVFC) program eligible child from PK-12th grade whose parents or legal guardians have signed the required written consent, thereby supporting the public health and educational missions of the County and GISD.

Administrative Recommendations:

Provided for your consideration.

Recommended Motion for Action Items:

Move to approve the MOU with the Dallas County Health and Human Services to provide immunizations/vaccinations as presented to the Board of Trustees.

Financial Impact and Funding Source:

N/A

EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF DALLAS §

PROVIDER AGREEMENT

BETWEEN

DALLAS COUNTY, TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES

AND

GARLAND INDEPENDENT SCHOOL DISTRICT

This Provider Agreement ("Agreement") is made and entered into by and between Dallas County, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services (hereinafter referred to as "County" or "DCHHS"), and the Garland Independent School District (hereinafter referred to as "GISD"). County and GISD may be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Section 121.031 of the Texas Health and Safety Code authorizes the commissioners court of a county to establish a local health department;

WHEREAS, the Dallas County Commissioners Court established the Dallas County Health and Human Services Department (DCHHS) as the local health department to perform all public health functions that Dallas County may perform;

WHEREAS, the DCHHS Garland Public Health Clinic is charged with eliminating the spread of vaccine-preventable diseases by increasing vaccine coverage for Texans, raising awareness of the diseases that vaccines prevent, and educating the public about vaccine safety.

WHEREAS, GISD is a diverse community that provides an exceptional education to all its students;

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services; and

WHEREAS, County and GISD desire to enter into a four-year interlocal agreement to enhance the health status and academic achievement of students in the tri-cities communities (the cities of Garland, Rowlett, and Dallas) by authorizing DCHHS to provide immunizations/vaccinations to any eligible Texas Vaccines for Children (TVFC) program eligible child from PK-12th grade whose parents or legal guardians have signed the required written consent, thereby supporting the public health and educational missions of County and GISD.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and pursuant to the authority granted under Texas Health and Safety Code Chapter 121, County and GISD hereby agree to the following terms and conditions:

1. PURPOSE

This Agreement serves as the operating agreement between the Parties for the purpose of providing on-site immunization services at the GISD Student Services Center to GISD students. The Parties agree that this Provider Agreement is intended to ensure their agreement and common understanding of regulatory guidance and policies, and to support coordination and integration efforts between DCHHS and GISD.

2. AGREEMENT

DCHHS and GISD agree as follows:

A. Term and Renewal: The term of this Agreement shall be for four (4) years commencing on the date on which the last of the Parties signs this Agreement (the "Term") unless terminated by either Party upon thirty (30) days written notice.

B. Termination: Either Party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving written notice thirty (30) calendar days prior to the termination date specified in such notice. All services being performed under this Agreement shall cease upon the date specified in such notice and to the extent specified in such notice.

C. Obligations of the Parties: County and GISD will provide collaboration, support, and services as outlined in the Scope of Responsibility of this Agreement.

D. Vaccine Storage: GISD Student Services Clinic will serve as the Vaccine storage site.

E. Use of Name; Promotional Materials: Any utilization of the name or logo of DCHHS in any format and in any media shall be subject to any guidelines set forth by DCHHS and to its prior written approval. Upon request, GISD will provide DCHHS with copies of all media, print, or electronic reports on the immunization program in GISD schools and copies of promotional materials.

3. SCOPE OF RESPONSIBILITY

A. **DCHHS agrees to:**

1. Provide childhood immunizations and childhood immunization education at the GISD Student Services Center to GISD students 3 years of age to 18 years of age

by assisting with the delivery of immunizations at no charge to Texas Vaccine for Children Program (TVFC) eligible children.

2. Provide medical providers, standing orders, and emergency orders to comply with TVFC and Immtrac2 programs.

3. Provide parental/guardian immunization consent form duplication, distributed by GISD.

4. Provide current Standing Delegation Orders and review them annually.

5. Be the designated location where vaccines will be transferred in case of emergency (Garland Immunization Clinic location).

6. Provide training on immunizations as needed.

7. Provide additional staffing to partner and deliver immunizations for large event groups.

8. In performance of or in connection with the services to be performed by DCHHS pursuant to the Agreement, DCHHS agrees to comply with all policies of GISD governing operation of the school district, including, but not limited to: all solicitation and distribution policies and all administrative, clinical and safety policies as set forth in all of GISD's policy and procedure manuals. DCHHS shall require all health care professionals, agents and volunteers, if any, to abide by such policies. If GISD determines that a person, whether it is DCHHS health care professionals, agents, or volunteers, is failing to abide by or uphold such policies, rules, and regulations, GISD shall be authorized to require the person to immediately cease performing any of the services described in Paragraph A(7) above without GISD being in breach of this Agreement.

B. **Garland ISD agrees to:**

1. Train personnel to screen immunizations per Advisory Committee on Immunization Practices and Texas State requirements.

2. Establish “Garland ISD Student Services Clinic” as an approved vaccine storage site by the State of Texas.

3. Have two staff members trained to serve as vaccine coordinator and backup vaccine coordinator.

4. Provide a separate refrigerator and freezer, which will only be used to store vaccines.

5. Provide digital dataloggers for temperature monitoring and complete daily temperature logging.

6. Provide Immunization data entry services into the statewide Immtrac 2 system.

4. NO COMPENSATION

No compensation shall be owed to DCHHS by GISD or by the students and families served under this Agreement. No compensation shall be owed to GISD by DCHHS under this Agreement.

5. RELATIONSHIP BETWEEN THE PARTIES

County and GISD are and shall be acting as independent contractors under this Agreement. The Parties expressly understand and agree that in the performance of the services herein, DCHHS and its health care professionals, agents, and volunteers shall act in an independent capacity and not as officers, employees, or agents of GISD. Nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and GISD.

6. CHOICE OF LAW; VENUE

This Agreement is performable and enforceable in Dallas County, Texas, where the principal office of County is located, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any litigation, special proceeding, or other proceeding related to or arising out of this Agreement as between the Parties shall lie in the federal and state courts physically located in Dallas County, Texas.

7. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to County's and GISD's Governmental Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or GISD have by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

8. INDEMNITY

A. COUNTY AND GISD AGREE TO BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMING THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY

SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH THE COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

B. **SURVIVAL: THIS SECTION 8, INDEMNITY, SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF, EXCEPT FOR THIS SECTION 8, IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.**

9. NO INDEMNIFICATION BY COUNTY

GISD ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY GISD OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL REQUIRE COUNTY TO INCUR ANY DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

10. INSURANCE

GISD affirms that it carries a professional liability insurance policy and other insurance as may be required by law in sufficient amounts to cover any personal injury or loss that may occur through the provision of services by its nursing staff and other employees and agents under this Agreement. Within ten (10) days of execution of this Agreement, GISD shall furnish County written confirmation of insurance coverage, including a certificate of insurance. Any and all copies of certificates of insurance shall reference this Agreement for which the insurance is being supplied. The certificate of insurance shall provide that the insurance policy will not be amended, terminated, or canceled without providing thirty (30) days advance notice to County. All insurance policies or duly executed certificates for the same required to be carried by GISD under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202 within ten (10) days of final execution of this Agreement by the Parties.

DCHHS affirms that it is self-insured against any liability in levels and amounts as required by law for any DCHHS staff providing services under this Agreement.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person, with signed acceptance thereof by the person designated below or mailed by overnight courier service or Certified or Registered Mail, return receipt requested, postage pre-paid, to the Party who is to receive such notice, demand or request at the addresses set

forth below. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

IF TO DALLAS COUNTY:

Clay Jenkins
Dallas County Judge
Dallas County, Texas
500 Elm Street, Suite 7-G07
Dallas, TX 75202
214-653-7949 (phone)
214-653-6586 (fax)

With a copy to:
Barbara Nicholas
Chief, Civil Division
Dallas County District Attorney's Office
500 Elm Street, Suite 6300
Dallas, TX 75202

IF TO GISD:

Darrell Dodds
Deputy Superintendent
Garland Independent School District
501 S. Jupiter
Garland, TX 75042

With a copy to:
Zela Daniel, BSN, RN
Outreach Coordinator
3200 Broadway Blvd, 4th Floor
Garland, TX 75043

12. MISCELLANEOUS PROVISIONS

A. HIPAA Compliance: County and GISD agree to adhere to and comply with the standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended or modified by the American Recovery and Reinvestment Act of 2009 (ARRA), and the requirements of any regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") as stated in 45 CFR Part 160 and 45 CFR Part 164, requiring certain individuals and entities subject to the Privacy Standards to protect the privacy of certain individually identifiable health information ("PHI") and the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). All references to PHI herein shall be construed to include EPHI. Without limitation to other rights and remedies under this Agreement or afforded by law, either Party may terminate this Agreement in the event that it is has determined that there is a material breach of this section. The parties further agree to execute any additional mutually agreed upon documents as required under HIPAA to assure the safeguarding of PHI.

B. FERPA Compliance: County and GISD agree to protect students' educational records in accordance with the Family Educational Rights and Privacy Act 20 USC 1232g (FERPA) to the extent applicable to such Party. To the extent permitted by law, the Parties may share information from students' educational records with each other so that each Party can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party absent written consent as may be required by FERPA.

C. Compliance with Laws: Each Party will observe and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations including all federal and state laws relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended.

D. Confidentiality – Texas Public Information Act: The Parties acknowledge and agree that each Party is subject, as a matter of law, to the Texas Public Information Act, Tex. Gov't Code Ch. 552 (the "PIA"). Notwithstanding any provision to the contrary herein, the parties agree that in the event that any provision in this Agreement or in documents related to this Agreement is in conflict with the PIA, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the Parties may, in accordance with the PIA, request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the PIA to any information or any other item or thing furnished to or in the possession or knowledge of either Party. It is further acknowledged and agreed that the Parties have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General.

E. GISD Compliance: GISD shall, at its own expense, comply with applicable statutes, ordinances, administrative orders, rules or regulations relating to its activities and performance under this Agreement as the primary collaboration party in GISD schools and shall procure all licenses and pay all fees and other charges required thereby.

F. Execution: The Agreement is binding only when signed by both Parties.

G. Modifications and Amendments: Any modifications or amendments of this Agreement must be in writing and signed by both Parties.

H. Assignment: This Agreement, with the rights and obligations it creates, is assignable only with the written consent of both Parties.

I. Binding Effect. This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

J. Force Majeure: "Force Majeure" means an unforeseeable event that is beyond the control of the defaulting Party, including a declaration of war, war, act of terrorism, riot, insurrection, fire, explosion, sabotage, strike, recall, and other labor or industrial disturbances, acts of God, a change in law, or pandemic. A Party shall not be liable for a failure to perform to the extent performance is prevented by a Force Majeure. Each Party shall be excused from any breach of the Agreement which is proximately caused by a Force Majeure.

K. Maintenance of Records: GISD shall maintain such records, and documents and provide such information to the DCHHS and to such other state and federal agencies as may be required for GISD's compliance with all applicable state and federal

regulations and statutory provisions. Such records shall be retained for a period of at least five (5) years.

L. Entire Agreement: This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. This Agreement is intended by the Parties as the complete and exclusive statement of the terms of this Agreement. No amendment, modification, alteration, waiver, or discharge of any provision of this Agreement will be valid unless in writing and signed by both Parties.

M. Severability: If any provision of this Agreement is construed to be illegal or invalid, the illegality or invalidity shall not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision shall be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

N. Default, Cumulative Rights, and Mitigation: It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

O. Counterparts, Gender, Number, and Headings: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include the other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

P. Signatory Warranty: Each person signing and executing this Agreement on behalf of a Party or representing himself as signing and executing this Agreement on behalf of a Party, does hereby warrant and guarantee that he has been duly authorized by that Party to execute this Agreement and to validly and legally bind that Party to all terms.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date of the last signature written below.

DALLAS COUNTY, TEXAS

CLAY LEWIS JENKINS
County Judge

Date _____

GARLAND INDEPENDENT SCHOOL DISTRICT

DARRELL DODDS
Deputy Superintendent

Date _____

RECOMMENDED BY:

Philip Huang, MD, MPH
Executive Director, DCHHS

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY CRIMINAL DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

By:_____
Stephen Sibley
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES` SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dr. Gradyne Brown, Assistant Superintendent Human Resources

Subject: Consider Approval of the Texas Woman's University Educator Preparation Program and Garland ISD MOU

Action Item

Executive Summary:

An agreement between Texas Woman's University Educator Preparation Program and the Garland Independent School District concerning the Educator Preparation Program (June 2026 – June 2036 and may be extended or amended at any time in writing upon signatures of authorized representatives).

Administrative Recommendations:

Provided for your consideration.

Recommended Motion for Action Items:

Move to approve the Texas Woman's University Educator Preparation Program and Garland ISD MOU.

Financial Impact and Funding Source:

N/A

Memorandum of Understanding
Field Experiences, Clinical Student Teaching, Clinical Teaching Residency, Internships, or Professional Practicums

Texas Woman's University Educator Preparation Program
and
Garland Independent School District

Parties: The Texas Woman's University (TWU) Educator Preparation Program (EPP) and **Garland ISD** seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, clinical teaching residency and professional practicums with a goal of enhancing novice and professional educator performance/competency and **Garland ISD** EC-12 student achievement. Both parties are cognizant of the positive impact a high quality EPP potentially has on the entire stakeholder community.

Purpose: The purpose of this Memorandum of Understanding (MOU) is to (a) articulate the partnership goals and(b) specify each party's roles and responsibilities associated with implementation of the collaborative arrangement via a sustained district/university partnership.

Collaborative Goals:

(1) To design and implement within **Garland ISD**, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, clinical teaching residency, and professional practicums (all which could be one or two semester assignments) focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
(2) To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in **Garland ISD**.
(3) To support **Garland ISD** in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.

TWU Educator Preparation Program Responsibilities:

(1) The TWU EPP will provide the district with all documents and handbooks related to field experiences, clinical student teaching/internship, clinical teaching residency, and the professional practicum experience;
(2) The TWU EPP will provide high-quality training to identified cooperating teachers, mentors, and district and campus administration;

(3) The TWU EPP will communicate clear expectations of initial teacher and professional candidates who are completing early field experiences, clinical student teaching, internships, clinical teaching residency, and professional practicums to district personnel;
(4) The TWU EPP will facilitate required paperwork (background forms, application, and identify the placement experience length [one or two semesters]) for the district and then supply the district personnel with required information for placement of candidates completing early field experience, clinical student teaching, internship, clinical teaching residency, and professional practicum;
(5) The TWU EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;
(6) The TWU EPP will use video capturing technology for the purpose of evaluating and improving the clinical practice of TWU EPP candidates. Clinical student candidates are required to use a district-issued iPad or other approved recording device (e.g., Swivl, teacher iPad) to record lesson clips or informal observations. If a device is not assigned to the candidate, they may use their cooperating teacher's device. In such, the TWU EPP will recognize the sensitivity of media practice and will;
    (a) Center the TWU candidate as the focal point of the video
        (i) Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize capture of EC-12 student faces, though some incidental exposure is possible; and
        (ii) Direct the EPP candidate to determine with district administrators the identity of any students that have circumstances forbidding recording--and in such cases, the student on camera will be positioned in a way that will not capture those students in the recording
    (b) Handle and store video
        (i) Restrict only authorized individuals to access videos (e.g. clinical student teachers/interns/residents, professional practicum candidates, cooperating teachers, university supervisors, district administration, and TWU EPP administration);
        (ii) Prepare all TWU EPP candidates to utilize secure platforms (e.g. Swivl, Go-react, and other secured video capturing platforms) for any recording associated with TWU EPP course assignments or performance assessments;
        (iii) Train TWU EPP candidates to upload to the secure, FERPA compliant platform for all video associated with course assignments, or performance assessments within twenty-four (24) hours of capture;
        (iv) Ensure the use of the secured platform provides the security assurances necessary for recording in a classroom. Video captured with such secure platforms is automatically and permanently erased from the device once uploaded to the secure platform (website);
        (v) Coordinate maintenance of video on the secure platform for a period not to exceed ten (10) years from the time of capture; and the TWU EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TWU server, with strict access controls remaining in place; and

(vi) Use video for instructional purposes only; self-observation and self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies.

(c) In no case will images of district students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation unless the identify of students is completely masked (e.g. blurring of facial or other identifying features)

District Responsibilities:

(1) Collaborate with the TWU EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
   (a) Cooperating and Mentor Teachers will be identified by campus administration in collaboration with district administration and the TWU EPP.
   (b) The Cooperating and/or Mentor Teacher agrees to:
      (i) Serve as a model and mentor for candidates completing the early field experience, clinical student teacher/resident or professional practicum candidate experience and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
      (ii) Work collaboratively with the university field supervisor and clinical student teacher/intern/resident or professional practicum candidate to create and implement active and engaging lessons and activities;
      (iii) Provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, residency, or professional practicum regularly as a means to advance the growth of the candidate;
      (iv) Adhere to the requirements for the cooperating teacher/mentor as listed in the TWU Clinical Student Teaching Cooperating Teacher, Intern, Residency or Practicum handbook [inclusive of required formal and informal observations, verification of clinical clock hours within the data management system (SL&L), end of year performance assessment, TWU EPP Exit Survey, and other assessments as needed];

(2) Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, residency, or professional practicum are placed with highly qualified ,supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate and
   (a) have a minimum of 3 creditable years of teaching experience;
   (b) are accomplished educators as shown by EC-12 student learning;
   (c) hold valid certification in the certification category for the clinical teaching assignment for which the clinical teacher candidate is seeking certification.

(1) Work with the TWU EPP to provide placement details for candidates in diverse schools;
(2) Work with the TWU EPP to assign candidates to placements within a month of request;
(3) Collaborate with the TWU EPP on placement decisions (one or two semester requirements) and work with EPP personnel to resolve any concerns or challenges with placements;

(a) If a concern arises and the district needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, the district personnel will work with the TWU EPP to arrange another placement if possible.

(4) The district will inform parents/guardians of the use of video capture technology in district classrooms and explain the measures taken to specifically avoid video capturing their students;

(5) Video-capture of the TWU EPP candidate will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation, or policy.

Terms of Agreement and Termination:

(1) The term of this agreement is from **June 2026-June 2036** and may be extended or amended at any time in writing upon signatures of authorized representatives.

(2) Amendments will result in automatic revision of that portion of the agreement and will require written notification and agreement by all parties.

(3) This agreement may be terminated at any time upon giving thirty (30) days written notice.

Signatures:

District Representative **Date**

June 2, 2026

Brigitte Vittrup, Ph.D. **Date**
Dean, College of Professional Education

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing
Dr. Jennifer DuPlessis, Assistant Superintendent of Safety & Operations

Subject: Consider Approval of Purchase of Maintenance General Trades Merchandise and Services (215-26-02)

Action Item

Executive Summary:

This award will provide the Maintenance Department with parts and services needed to support safe, functional district facilities and respond efficiently to work orders. Reviewed and approved by Dr. Jennifer DuPlessis, Executive Director of Facilities and Maintenance, Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

Administrative Recommendations:

It is the administration's recommendation that the offer(s) for Maintenance General Trades Merchandise and Services from the companies listed on "Exhibit A" provide the best value to the Garland Independent School District.

New Award - Replacement

Procurement Method: Request for Proposal

Contract Term: One (1) year with four (4) annual renewal options

Recommended Motion for Action Items:

Move to approve Contract 215-26-02 Maintenance General Trades Merchandise and Services - Supplemental as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: $500,000

199 - General Fund

Exhibit A

215-26-02 Maintenance General Trades Merchandise and Services - Supplemental

Awarded Suppliers

The District solicited 332 suppliers and received 18 responses, of which 4 were non-responsive

DOORS: METAL, SOLID CORE, STAINLESS STEEL AND SERVICE

Laforce Holdings LLC, dba Piper Weatherford

KEYS, LOCKS, DOOR CLOSERS, HANDLES, STOPS

Intermountain Lock and Security Supply, dba IML Security Supply

Laforce Holdings LLC, dba Piper Weatherford

CONCRETE SUPPLIES

International Architectural Metals Inc, dba Forney Fence Supply

GROUNDSKEEPING EQUIPMENT AND PARTS

Covington Landscape and Nursery

IRRIGATION EQUIPMENT AND PARTS

Covington Landscape and Nursery

TOOLS EQUIPMENT AND SERVICES

County Line Tool Repair and Construction Inc

HVAC EQUIPMENT, PARTS AND SERVICES

H and G Systems LP

Texas Airsystems LLC

ELECTRICAL EQUIPMENT, SUPPLIES AND SERVICES

Crawford Electric Supply Company Inc

DFW Electric Group LLC

Steven E Teas, dba Entech Associates Entech Signs Alpha LED Incorporated

PLUMBING SUPPLIES

Bluebonnet Supply LLC, dba Teters Faucet Parts

Eastern Plumbing Supply

Ferguson Enterprises LLC

Winston Water Cooler Inc

FLOOR CLEANING EQUIPMENT , CUSTODIAL SUPPLIES AND FIRST AID

Ferguson Enterprises LLC

FENCING/WINDSCREEN SUPPLIES AND SERVICES

International Architectural Metals Inc, dba Forney Fence Supply

LANDSCAPING PLANTS, SUPPLIES AND SERVICES

Covington Landscape and Nursery

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing
Jeanine Boyett, Library and Media Services Coordinator

Subject: Consider Approval of Purchase of Book Fairs (314-27)

Action Item

Executive Summary:

This award will provide fundraising opportunities for schools, with a percentage of the proceeds returned to the schools in the form of books or funds that can be used to purchase additional books for the library collections. Reviewed and approved by Jeanine Boyett, Library and Media Services Coordinator, Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

Administrative Recommendations:

It is the administration's recommendation that the offer for Book Fairs from the company Scholastic Book Fairs Inc. provides the best value to the Garland Independent School District.

New Award - Replacement

Procurement Method: Cooperative Purchase Contract

Contract Term: One (1) year with Two (2) Annual Renewal Option

Recommended Motion for Action Items:

Move to approve Contract 314-27 Book Fairs as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: $375,000

461 - Campus Activity Funds

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing
Ray Winkler, Executive Director of Student Support & Specialized Services

Subject: Consider Approval of Purchase of Special Education Services with Dallas Regional Day School Program for the Deaf (394-27-01)

Action Item

Executive Summary:

This contract is for the Dallas Independent School District (Dallas ISD) 2027–2028 school year and is being presented for approval at this time to allow Dallas ISD adequate time to plan and prepare for Garland ISD students who will require specialized services. The Dallas ISD Regional Day School Program for the Deaf and Hard of Hearing provides the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing. Students who are residing within Garland ISD whose hearing impairment severely affects the processing of linguistic information through hearing, even with recommended amplification, and whose disability adversely impacts educational performance, may be considered for placement in the Dallas ISD RDSPD based on the recommendations of the student's Admission, Review, and Dismissal (ARD) Committee. The agreement has been reviewed and approved by Ray Winkler, Executive Director of Student Support & Specialized Services; Dianna Casper, Executive Director of Purchasing; and Darrell Dodds, Deputy Superintendent.

Administrative Recommendations:

It is the administration's recommendation that the offer(s) for Special Education Services with the Dallas Regional Day School Program for the Deaf from the school district, Dallas Independent School District, provides the best value to the Garland Independent School District.

New Award - Replacement

Procurement Method: Cooperative Purchase Contract

Contract Term: One (1) year

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Recommended Motion for Action Items:

Move to approve Contract 394-27-01 Special Education Services with the Dallas Regional Day School Program for the Deaf as presented to the Board of Trustees.

Financial Impact and Funding Source:

New Award $1,600,000

199 - General Fund

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DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT AGREEMENT

Dallas Independent School District, hereinafter "DALLAS ISD," acting as Fiscal Agent and Member Districts: A+ Charter Schools, Avalon Independent School District, Advantage Academy 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, Maypearl Independent School District, Milford Independent School District, Palmer 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, Inspire Vision Charter, Texas Can Academy, Midlothian Independent School District, Waxahachie Independent School District 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 who are deaf or hard of hearing who are residents of and enrolled in the School Districts indicated above. It is agreed and understood that any student who is deaf and 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 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

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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 students who are deaf or hard of hearing.

1.5 Students who are deaf or hard of hearing not enrolled in the DRDSPD who meet the eligibility requirements of deaf or hard of hearing, 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 four hundred (400.00) 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 DRDSPD 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.

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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 Districtwide Services. 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, paraprofessionals 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.

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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.

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 Reinvestment 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

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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 (Dallas ISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The Member District 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 . 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 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. In the event, a student withdraws from the DRDSPD at any time, then the Member District will be liable for

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costs even though only enrolled for part of the year. No reimbursement to the Member Districts will be made during the school year.

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 withd raw 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 Reinvestment Act of 2009.

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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

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- 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 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

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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 Dallas ISD Superintendent the authority to execute the form of agreements set forth at Exhibits "C".

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

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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 programs, ESY, extra-curricular activity sponsored by a school district.

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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. 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.

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Executed on the 1st day of July 2025.

A+ Charter Schools

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Avalon Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

AW Brown Fellowship Academy

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Carrollton-Farmers Branch Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Cedar Hill Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Coppell Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Corsicana Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

Dallas Independent School District

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Superintendent Signature

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Date of Approval

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Executed on the 1st day of July 2025.

DeSoto Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025

Texas Can Academy

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Gateway Charter

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Inspire Vision Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Garland Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Golden Rule Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Grand Prairie Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Harmony Public Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Highland Park Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

La Academia De Estrellas Charter School

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Lancaster Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Life School Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Lumin Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Maypearl Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Milford Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Palmer Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Waxahachie Independent School District

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on this 1st day of July 2025.

Responsive Education Charter Schools

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Superintendent Signature

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Date of Approval

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Executed on this 1st day of July 2025.

Trinity Basin Charter School

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Superintendent Signature

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Date of Approval

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Executed on this 1st day of July 2025.

Uplift Charter Schools

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Superintendent Signature

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Date of Approval

Docusign Envelope ID: B6724F9B-5B49-4984-A89E-A3A87B7D30C4

Executed on the 1st day of July 2025.

Village Tech Charter School

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Superintendent Signature

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Date of Approval

Executed on the 1st day of July 2025

Advantage Academy

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Superintendent Signature

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Date of Approval

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EXHIBIT A

DALLAS REGIONAL DAY SCHOOL FOR THE DEAF ARRANGEMENT

DRDSPD CLUSTER SITE SERVICES COSTS PER STUDENT ANNUALLY

CLUSTER SITE = $16,745
CLUSTER SITE DEAF PLUS CLASSROOMS = $19,760

DRDSPD ITINERANT/PARENT INFANT COST PER STUDENT ANNUALLY

ITINERANT SERVICES IN HOME DISTRICT

Cost per one visit per week = $4,960
Cost per two visits per week = $6,290
Cost per three visits per week = $7,744
Consultant Cost twice per year + ARD representation = $1,355
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

Audiological Management Services:
Audiological Diagnostic Assessment=$300
Hearing Assistive Technology Troubleshooting=$250
Functional Listening Evaluation=$300

Hearing Assistive Technology Yearly Rental:
The availability of hearing assistive technology for loan depends on the RDSPD's current inventory. The fee covers fitting the technology, troubleshooting as needed, and maintenance. All equipment must be returned to the RDSPD at the end of the school year. If equipment is lost or damaged, the cost of a replacement system will be billed to the renting district.

Hearing Assistive Technology=$500-$1,500 per ear.

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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.

DRDSPD CLUSTER SITE SERVICES COSTS PER STUDENT ANNUALLY

CLUSTER SITE = $16,745
CLUSTER SITE DEAF PLUS CLASSROOMS = $19,760

DRDSPD ITINERANT/PARENT INFANT COST PER STUDENT ANNUALLY

ITINERANT SERVICES IN HOME DISTRICT

Cost per one visit per week = $4,960
Cost per two visits per week = $6,290
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Consultant Cost twice per year + ARD representation = $1,355
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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

Audiological Management Services:
Audiological Diagnostic Assessment=$300
Hearing Assistive Technology Troubleshooting=$250
Functional Listening Evaluation=$300

Hearing Assistive Technology Yearly Rental:
The availability of hearing assistive technology for loan depends on the RDSPD's current inventory. The fee covers fitting the technology, troubleshooting as needed, and maintenance. All equipment must be

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returned to the RDSPD at the end of the school year. If the equipment is lost or damaged, the cost of a replacement system will be billed to the renting district.

Hearing Assistive Technology=$500-$1,500 per ear

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.

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EXHIBIT C

STATE OF TEXAS §

§ INTERLOCAL AGREEMENT: FOR

§

COUNTY OF DALLAS §

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;

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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

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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.

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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.

0. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

P. 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.

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SHARED SERVICE ARRANGEMENT AGREEMENT - NON-MEMBER
INTERLOCAL AGREEMENT

TO BE EFFECTIVE this 1 day of July, 2025 and TERMINATE on June 30, 2028

DocuSigned by:
KYLYNNEDRA WILCOTS
BAC5C609774048A...

Dallas ISD Representative

3/27/2025

Date

School District Representative

Date

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EXECUTED TO BE EFFECTIVE this 1st day of July, 2025 and TERMINATE on June 30, 2028.

ATTEST:

By: _____
Board President

Date: _____

ATTEST:

By: _____
Board Secretary

Date: 6/26/25

APPROVED AS TO FORM:

By: J. Flores
Dallas ISD Legal Counsel

Date: 1/8/25

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing
Coleman Bruman, Executive Director Secondary Academics

Subject: Consider Approval of Purchase of Instructional Software, Licensing Subscription, Hardware and Services (397-26-06)

Action Item

Executive Summary:

The Texas Education Agency (TEA) has modified the purchasing module for the Financial Accountability System Resource Guide to permit the use of an "Extended RFP Process". This process is different from the traditional RFP process as it affords districts the ability to accept, evaluate, and award proposals as they are received throughout the term of the agreement. The benefits of this process allow the district to be more responsive to unforeseen and unexpected events that require compliance with purchasing law. Along with the benefits, TEA has required internal controls to ensure the process is used properly.

1. Local policy will dictate which purchases require approval by the Board of Trustees - $150,000 or greater in accordance with CH Local.
2. Standard procurement process should be used when possible.
3. The Purchasing Department in conjunction with Committee(s) will establish guidelines to ensure all requirements listed in the Financial Accountability System Resource Guide are met. At a minimum, the following guidelines must be established:
    - Establish the categories in which responses will be received
    - Determine the frequency of reviewing and approving responses
    - Determine the criteria for accepting and rejecting responses
    - Review existing contracts to ensure the needs cannot be met with an existing contract.

With the design of the extended RFP, we are adding additional vendors to continue creating a pool of awarded instructional technology vendors that have been approved and vetted for Garland ISD campuses and departments. This on-going RFP seeks to provide access to instructional technology and software online to support the educational needs in classrooms throughout GISD aligned with district goals and objectives. Reviewed and approved by Coleman Bruman, Executive Director Secondary Teaching and Learning, Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Administrative Recommendations:

It is the administration's recommendation that the offer(s) for Instructional Software, Licensing Subscription, Hardware, and Services from the companies listed on Exhibit "A" provide the best value to the Garland Independent School District.

New Award – Replacement

Procurement Method: Request for Proposal

Contract Term: One (1) year with four (4) annual renewal options

Recommended Motion for Action Items:

Move to approve Contract 397-26-06 Instructional Software, Licensing Subscription, Hardware, and Services as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: $350,000

199 - General Fund

“Exhibit A”

RFP 397-26-06 Instructional Software, Licensing Subscription, Hardware, and Services

The district solicited 1058 vendors and received 11 responses

APlus Compsci LLC

Clear K12 Inc

Constructed Learning LLC

Everway Holdco

Learn ED LLC

Learning Farm LLC

Radish Education Inc

Savvas Learning Company LLC

The Learning Internet Inc

This is Language LTD

Zealot Interactive Inc

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing

Subject: Consider Approval of Increase in Awarded Amount for Amazon Services (22-25)

Action Item

Executive Summary:

This increase reflects spending over the remaining nine (9) months, driven by campuses and departments strategically utilizing Amazon Business to access competitive pricing, faster delivery, and a broader selection of products, with an average monthly spend of $361,459. Reviewed and approved by Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

Month	Amount
February 2026	$291,725
March 2026	$316,616
April 2026	$476,036
Monthly Average	$361,459

This table illustrates a significant upward trend in Amazon Business purchasing over the past three months, with an average monthly spend of $361,459

Administrative Recommendations:

It is the administration's recommendation that the offer(s) for Amazon Services from the company, Amazon.com Services LLC, provides the best value to the Garland Independent School District.

Increase

Procurement Method: Cooperative Purchase Contract

Contract Term: One (1) year with two (2) annual renewal options

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Recommended Motion for Action Items:

Move to approve the increase to Contract 22-25 Amazon Services as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: Original amount $1,800,000, Increase $1,453,131, New Award $3,253,131

199 - General Fund

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing
Tiffany Gilmore, Executive Director of Guidance and Counseling

Subject: Consider Approval of Increase in Awarded Amount for Consulting Services for Higher Education (310-22-02)

Action Item

Executive Summary:

The increase is based on if Garland ISD will exceed the outcome-based funding agreement after all final counts are given from TEA between May and August of 2026. The initial payment for Garland is originally $520,000, but if we exceed the funding, we pay an additional amount of $715,000. This contract will allow Education is Freedom to provide nineteen (19) full-time Higher Education Advisors (HEA) to provide a layer of support to students to successfully transition to and through higher education. The HEAs offer hands-on assistance to students and families during the high school transition process to postsecondary exploration, college, and workforce application, and a graduation requirement under Texas Education Code (TEC). This partnership equips students and families to navigate complex postsecondary and workforce entry processes with the guidance of highly qualified, multilingual recent college graduates. Reviewed and approved by Tiffany Gilmore, Executive Director of Guidance and Counseling, Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

Administrative Recommendations:

It is the administration's recommendation that the offer for Consulting Services for Higher Education from Education is Freedom, provides the best value to the Garland Independent School District.

Increase

Procurement Method: Cooperative Purchase Contract

Contract Term: Final renewal option

Recommended Motion for Action Items:

Move to approve increase to Contract 310-22-02 Consulting Services for Higher Education as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: Original Award $520,000 Increase $715,000 New Award $1,235,000

211 - Title I Part A – 61%

290 - Title IV Part A – 39%

GARLAND INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES AGENDA

Date: July 28, 2026

Presented By: Dianna Casper, Executive Director of Purchasing

Subject: Consider Approval of Increase in Awarded Amount for Musical Instruments, Parts, and Repair Services (345-26-03)

Action Item

Executive Summary:

This increase is necessary to continue supporting all Garland ISD Fine Arts programs through the purchase and maintenance of musical instruments, equipment, supplies, and repair services. Participation and program needs across the district have continued to grow, driving increased demand for instruments, replacement parts, consumable supplies, and repair services. Reviewed and approved by Joseph Figarelli, Director of Fine Arts, Dianna Casper, Executive Director of Purchasing, and Darrell Dodds, Deputy Superintendent.

Administrative Recommendations:

It is the administration's recommendation that the offer(s) for Musical Instruments, Parts, and Repair Services from the companies listed in "Exhibit A", provides the best value to the Garland Independent School District.

Increase

Procurement Method: Cooperative Purchase Contract

Contract Term: One (1) year

Recommended Motion for Action Items:

Move to approve the increase to Contract 345-26-03 Musical Instruments, Parts, and Repair Services as presented to the Board of Trustees.

Financial Impact and Funding Source:

Not to Exceed Amount: Original amount $2,000,000, Increase $1,000,000 New Award $3,000,000

199 - General Fund

Contract 345-26-03 Musical Instruments, Parts, and Repair Services

"Exhibit A"

Bocal Majority Basson Camp LLC

Brooks May Music dba Universal Melodies Services

Dallas Strings Inc

J.W. Pepper and Sons Inc

Music in Motion

Music & Arts dba Guitar Center Store

Penders Music Company LLC

Washington Music Sales Center Inc

Wenger Corporation

West Music Company

Woodwind and Brasswind