Regular Board Meeting

Wednesday, August 13, 2025 at 5:30 PM
John F. Barron Administration Building - Board Room
240 N. Crockett Street
San Benito, Texas 78586

This shall provide general notice that, during the course of the meeting, the Board may elect to discuss any item on the agenda in closed session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.

Please note that members of the Board may participate remotely, pursuant to Texas Government Code 551.127 by video conference at this meeting. However, a physical quorum of the Board shall be present at the meeting location.

This shall also provide notice that any item listed as a closed session agenda item may be moved to open session.

1. **Opening of Meeting**

    1.1. Roll Call, Establish Quorum
    _____ Dr. Ariel Cruz-Vela, Board President
    _____ Crystal Hernandez, Board Vice-President
    _____ Israel Villarreal, III, Board Secretary
    _____ Rudy Corona, Board Trustee
    _____ Frutoso M. Gomez, Jr., Board Trustee
    _____ Orlando López, Board Trustee
    _____ Alex Reyna, Board Trustee
    _____ Alfredo Perez, Superintendent of Schools
    _____ Tony Torres, Board Attorney

    1.2. Pledge of Allegiance to the United States and the Texas Flags

    1.3. Invocation

2. **Public Comment**

3. **Board Report**

4. **Superintendent's Report**

5. **Presentations/Reports**

5.1. Workforce Solutions Cameron Presentation
Rafael Vela, CEO

6. **Consent Agenda: Academics Services**

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of consent agenda. Consent items placed on the agenda shall be marked with an asterisk (*). Consent items are items for which no Board discussion is anticipated and for which the Superintendent recommends approval. Prior to the time which approval of consent agenda is had, at the request of any member of the Board of Trustees, any item on the consent agenda shall be removed and given individual consideration.

6.1. *Request for Approval of the Region One Education Service Center Library Services Agreement for the 2025-2026 School Year

6.2. *Request for Approval of the Client Services Agreement for Welder Qualification and Certification with The Certified Welding and Testing Company Incorporated (CWT)

6.3. *Request for Approval of Mobile Unit Agreement between San Benito CISD and The University of Texas Health Science Center at Houston for the 2025-2026 School Year

6.4. *Request for Approval of the Partnership Agreement between San Benito CISD and Workforce Solutions Cameron for the 2025-2027 School Years

6.5. *Request for Approval of the Memorandum of Understanding between San Benito CISD Positive Redirection Center and Recovery Center of Cameron County for the 2025-2026 School Year

6.6. *Request for Approval of the Memorandum of Understanding between San Benito CISD and Stellar Ed Resources STEMS Program for the 2025-2026 School Year

6.7. *Request for Approval of the San Benito CISD Student Bullying and Intervention Handbook for the 2025-2026 School Year

7. **Consent Agenda: Business and Finance**

7.1. *Request for Approval of Cash Account for the month of July 2025

7.2. *Request for Approval of Comparison of Revenue and Expenditures to Budget for the month of July 2025

7.3. *Request for Approval of Tax Collection Report for the month of July 2025

7.4. *Request for Approval of Check Disbursements Report for the month of July 2025

7.5. *Request for Approval of Gifts/Bequests for the 2025-2026 School Year

7.6. *Request for Approval of Budget Amendments

7.7. *Request for Approval of Purchases over $50,000

7.8. *Request for Approval to Extend Bid Proposals on RFP-0724-GMS, General Merchandise and Services

7.9. *Request for Approval of the Renewal of Texas Association of School Boards Unemployment Compensation

7.10. *Request for Approval of the Memorandum of Agreement between San Benito CISD and Region One ESC (PEIMS Cooperative)

8. **Consent Agenda: Administration**

8.1. *Request for Approval of Revisions to the 2025-2026 Compensation Plan

8.2. *Request for Approval of the 2025-2026 Texas Teachers Evaluation Support System (T-TESS) Appraisers

8.3. *Request for Approval of the 2025-2026 Texas Teachers Evaluation Support System (T-TESS) Calendar

8.4. *Request for Approval of the Guardian Security Program

8.5. *Request for Approval of Policy Update 125

9. **Action Agenda**

9.1. Discussion and Possible Approval of the Memorandums of Understanding between San Benito CISD, the City of San Benito, and Cameron County

9.2. Discussion and Possible Approval of the Memorandum of Understanding between San Benito CISD and Buckner Children and Family Services, Inc. for the 2025-2026 School Year

9.3. Discussion and Possible Approval of the Memorandum of Understanding between San Benito CISD and United Migrant Opportunity Services Migrant & Season Head Start Program (UMOS-MSHS) for the 2025-2026 School Year

9.4. Discussion and Possible Approval of the Memorandum of Understanding between San Benito CISD and The University of Texas at Rio Grande Valley TX Hybrid College Corps for the 2025-2026 School Year

9.5. Discussion and Possible Approval of the Memorandum of Agreement between San Benito CISD and Region One ESC EdSpire TSI Services for the 2025-2026 School Year

9.6. Discussion and Possible Approval of the Academic Agreement between San Benito CISD and Texas Southmost College (TSC) for the 2025-2026 School Year

9.7. Discussion and Possible Approval of the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley (UTRGV) for the 2025-2026 School Year

9.8. Discussion and Possible Approval of the Amendment to the San Benito CISD High School Course Catalog for the 2025-2026 School Year

9.9. Discussion and Possible Action to Authorize Administration to award Bobby Morrow Lighting Project and Bobby Morrow Scoreboard Replacement Project to cooperative approved vendors subject to satisfactory financing terms and conditions

9.10. Discussion and Possible Approval on Hiring Resolution for Contractual Personnel for the 2025-2026 School Year

10. **Closed Meeting**

In accordance with Texas Government Code (Open Meetings Act) the Board may move into closed session for the following reasons:

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 - For the purpose of deliberating security devices or security audits and/or deliberating the deployment, or specific occasions for implementation of security personnel or devices

Section 551.089 - For the purpose of deliberating regarding security assessments or deployments relating to information resources technology; network security information; or the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices

10.1. Employment, Resignation(s), Retirement(s), and Termination(s)

10.2. Discussion and Consideration of the San Benito CISD Threat Assessment Plan

10.3. Discussion and Consideration of the Texas Education Agency (TEA) K-12 Cybersecurity Initiative

11. **Reconvene into Open Session**

Reconvene Into Open Session, and Possible Action on Matters Considered in Closed Session, if necessary

11.1. Employment, Resignation(s), Retirement(s), and Termination(s)

11.2. Discussion and Possible Approval of the San Benito CISD Threat Assessment Plan

11.3. Discussion and Possible Approval of Texas Education Agency (TEA) K-12 Cybersecurity Initiative

12. **Closing of Meeting**

12.1. Adjournment

This notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 8, 2025, by 4:30pm.

San Benito Consolidated Independent School District

PLEDGE OF ALLEGIANCE

For the Regular Meeting of the Board of Trustees

(PLEASE TYPE)

Meeting Date: Wednesday, August 13, 2025

Campus: Veterans Memorial Academy | Gracie Martinez, Principal

Student's Name: Enrique Garza

Please include the following information in the student's biography:

- ❑ Student's name
- ❑ Grade
- ❑ Age
- ❑ Favorite Subject
- ❑ Hobbies
- ❑ Accomplishments
- ❑ Parents' Names
- ❑ Other pertinent information

STUDENT BIOGRAPHY:

Enrique Garza is a 14-year-old freshman at Veterans Memorial Academy. He is the son of Albert and Vivian Garza. He enjoys golfing, playing basketball and caring for his heifers through the Future Farmers of America (FFA) program.

RETURN COMPLETED FORM TO: Luis D. Gonzales, Jr., Director of Public Relations
San Benito CISD Communications Department / KSBG TV
(956) 276-6030 • lgonzales@sbcisd.net

The San Benito Consolidated Independent School District does not discriminate on the basis of race, color, national origin, sex or handicap in its educational and vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

San Benito Consolidated Independent School District

INVOCATION

For the Regular Meeting of the Board of Trustees

(PLEASE TYPE)

Meeting Date: Wednesday August 13, 2025

Campus: Veterans Memorial Academy | Gracie Martinez, Principal

Student's Name: Marcela Roana Garcia

Please include the following information in the student's biography:

- ❑ Student's name
- ❑ Grade
- ❑ Age
- ❑ Favorite Subject
- ❑ Hobbies
- ❑ Accomplishments
- ❑ Parents' Names
- ❑ Other pertinent information

STUDENT BIOGRAPHY:

Marcela Roana Garcia is an incoming 9th grader to Veterans Memorial Academy. She is the daughter of M.R. and Sylvia Garcia. Marcela's favorite subject is Science, enjoying the exploration of how things work. She has achieved TSI completion while still in 8th grade. Active in extracurriculars, Marcela plays plays basketball and serves as Co-Captain of the VMA cheer team, showcasing her leadership skills. Aspiring to become an attorney, she plans to attend Texas A&M University in College Station to pursue her career goals. Her determination and enthusiasm are truly commendable.

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Request Approval of the Region One Education Center Library Services Agreement for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Region One Education Center Library Services Agreement for the 2025-2026 school year.

Rationale:

The Library Services and Instructional Resources Cooperative provides a comprehensive Collection of high-quality instructional resources and services that help students develop information and digital literacy skills. In addition, schools receive financial benefit from volume purchasing through cooperative membership.

Paperwork Impact:

Minimal

Budgetary Information:

$34,166.74

Resource Personnel:

Marleen Araiza, Director of Professional Development
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

Docusign Envelope ID: 307A364A-376F-49C7-9A83-83BD0BF10C37

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 ◆ Ph (956) 984-6000 ◆ Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

June 11, 2025

Dear Mr. Alfredo "Fred" Perez

The Region One Education Service Center appreciates your district's participation in the Library Services and Instructional Resources Virtual Library Cooperative. We impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools realize financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One ESC Library Services and Instructional Resources Cooperative District/Charter Commitment Form for 2025-2026 is enclosed. Membership in the Region One ESC Library Services and Instructional Resources Cooperative delivers numerous instructional resources/services to your campuses. (See Attachment A) The list of resource subscriptions is listed on Attachment A.

The cost of cooperative membership will be $3.38 per student enrollment for the 2025-2026 school year. The enclosed Cost Benefits Analysis indicates district level savings. The new Innovative Library Professional Development package is included in the commitment total. Cost benefit analysis is enclosed for the professional development package.

Please return the enclosed District/Charter Commitment Form to Region One Education Service Center, ATTN: Library Services and Instructional Resources Cooperative before **August 4, 2025**. Thank you for your assistance.

Sincerely,

Library Services and Instructional Resources Department
Coordinator of Library Services, Vilia Garcia
Technology Solutions Division

VG:AS Attachment A
Cost Benefits Analysis

Enclosure: District/Charter Commitment Form

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.

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Region One Education Service Center
1900 West Schunior ◆ Edinburg, TX 78541 ◆ Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT/CHARTER COMMITMENT FORM
LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE

2025-2026 School Year

San Benito CISD

School District Name

1. Membership Rate Per Student	$3.38
2. Total Enrollment (PEIMS 2024-2025 Enrollment)	9,073
3. District's Participation Commitment	$30,666.74
4. Innovative Library Professional Development Package (Optional)	$3,500.00
5. Total	$34,166.74

NOTE: **DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2025.**
Please email a purchase order *after September 1, 2025, to asepeda@esc1.net* for the district's participation commitment.

Committing to the Library Services & Instructional Resources Cooperative ensures that your district will continue to receive services for the 2025-2026 school year.

Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2025-2026 school year before August 4, 2025.
Signed form can be emailed to asepeda@esc1.net.

AUTHORIZATION	
Region One ESC	**Participating District**
Signature Dr. Daniel P. King Executive Director	**Signature** Superintendent or Designee
Date:	**Date:**
Email: dking@esc1.net	**Email:**
Phone: 956.984.6000	**Phone:**

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ATTACHMENT A
2025-2026 Library Services and Instructional Resources Cooperative

MackinVIA: an eResource Management System that contains all the digital resources students and staff will utilize in their schools. MackinVIA will house our shared eBooks and databases.

eBooks: The MackinVIA regionally shared eBook library will continue to be added to and will be co-owned by all participating districts/charters. Members from previous years will see their collection grow this year.

Virtual Library Databases:

Resource Type	Resource Title	Description
Video	**Discovery Education**	Discovery Education
College & Career Reference Center	**GALE Presents: Peterson's Test Prep w/Career Module**	College and Career Testing and Education Reference Center
News Articles, etc.	**News-O-Matic**	Non-fiction stories to keep students reading and build key literacy skills
	TexQuest Partners (* listed below)	
Database	*** Britannica School** *** Britannica Fundamentals**	Multi-level Encyclopedia & Resources
Database	*** Britannica Escolar** *** Britannica Moderna**	Spanish Multi-Level Encyclopedia & Resources
Database College & Career Reference Learning	*** EBSCO Learning Express**	Selected Resources for All Levels
Database	*** Gale Cengage Learning**	Selected Resources for All Levels
Database	*** ProQuest SIRS Discoverer**	Articles and Websites for K-8
Database	*** TeachingBooks**	Resources about Books and Authors

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Professional Development:

- Professional Development sessions specifically for librarians at Region One at cost.
- Fall and Spring Workshops
- MegaBYTE membership for librarians only. Access to On Demand learning and discounted cost to MegaBYTE conferences. Professional learning opportunities related to effective technology use.
- Monthly Library Leadership Network meetings for district library contacts.

Library and Technology Purchasing Cooperative:
Membership in Region One's Library Services and Instructional Resources Virtual Library Cooperative allows the member to participate in the Library and Technology Purchasing Cooperative for school purchases from the following categories:

1. **Audio Visual Equipment** – includes audio visual equipment, multi-media projectors, mobile devices, eReaders, smartboards, etc.
2. **Consultants** - includes authors, illustrators, storytellers, trainers, and other presenters
3. **Instructional Software/Applications** - includes library automation, instructional resources/databases, etc.
4. **Library Books** – includes eBooks, digital, audio, and print to include cataloging and processing
5. **Library Furniture** – includes shelving, workstations, stands, tables, chairs, desks, stools, etc.
6. **Library Supplies** – includes book care, protection and repair supplies, book jackets, spine labels, organization and packaging, etc.
7. **Magazine Subscriptions** – includes print and digital magazines, periodicals, journals, etc.
8. **Technology Hardware** – includes computer, monitor, keyboard, mouse, hard disk drive, motherboard, video card, etc.
9. **Technology Equipment** – includes electronic data management or analysis devices, associated peripherals, accessories, etc.
10. **Other Library and Technology Resources/Services** – includes resources or services that do NOT fall under the categories listed above.

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Region One Education Service Center
1900 West Schunior ◆ Edinburg, TX 78541 ◆ Phone (956) 984-6000 Fax (956) 984-7655

Library Services and Instructional Resources Cooperative
2025-2026 Cost Benefit Analysis

District: San Benito ISD

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative makes every effort to provide the highest quality resources and most cost-effective solutions to school districts. We provide resources and services that support the educational needs of today's students by providing resources that support the skills necessary in the twenty first century and resources that better support the state assessments.

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative is able to provide resources at a reasonable cost to school districts due to volume purchasing. Below is a cost comparison of the Co-op versus the cost of the resources purchased separately.

Service	# Students	Co-op Membership Cost ($3.38 per student)	Cost for district to purchase directly from vendor		
			Cost	Student/ Campus/ District	Total
Discovery Education	9,073	Included in Coop	$ 2.75	/campus	$ $24,950.75
News-O-Matic	9,073	Included in Coop	$ 2.75	/student	$ $24,950.75
MackinVia eResource Management System	9,073	Included in Coop	$ 20,000.00	/district	$ 20,000.00
TexQuest (State Funded Databases including Britannica, EBSCO, Gale, Learn360, ProQuest, and Teachingbooks.net))	9,073	Included in Coop	$ 15.00	/student	$ $136,095.00
Gale Presents Peterson's Test Prep	9,073	Included in Coop	$ 2,231.00	/campus	$ $35,696.00
MegaBYTE: Professional Development provided by MegaBYTE for LIBRARIANS ONLY	6 days @ $1,200 per day	Included in Coop	$3,000 per district	per day	$ 18,000.00
Professional Development sessions for librarians at Region One at no cost. Non-members pay from $150 per workshop. (Estimate based on number of librarians)	participants @ $150 per workshop	Included in Coop	participants @ $500 per workshop	per workshop	$ $500.00
Membership in Region One's Library Purchasing Co-op	Amount of savings	Included in Coop	Not available		$ -
Total		$ $30,666.74			$ $301,192.50

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Innovative Library Services Professional Development Package

District: San Benito ISD

LENGTH OF CONTRACT: September 1, 2025- August 31, 2026

SERVICE	SERVICE DESCRIPTION	COST FOR NON-MEMBER	ILS PD MEMBERSHIP COST
Innovative Library Services PD	2 District On-Site Professional Development workshops	$1,500 per day X 2 = $2,400	included in membership
	Access to Selected Online Courses and Webinars	$150 per course $40 per webinar	included in membership
	Library Media Specialist Professional Development at Region One ESC: AI for school librarians Makerspace workshops Ed Tech workshops Legislative Update trainings	$150 per workshop X 4 workshops = $600	included in membership
	Academies: New Librarian Academy Library Staff Academy School Library Mentors Academy Google/Apple Academy	$550 per academy X 4 academies = $2,200	included in membership
	Librarian Conferences: Fall Media Fair Spring Refresh	$50 per conference X 2 $20 per virtual conference = $120	included in membership
	Professional Growth: 2 Book Studies	$650 per book study X 2 = $1,300	included in membership
	SUBTOTAL	participants @ $6,810 = $	$3,500.00 $
	TOTAL	$ $115,770.00	$ **$3,500.00**

Request Approval of the Client Services Agreement for Welder Qualification and Certification with Certified Welding and Testing Company Incorporated (CWT)

Superintendent's Recommendation:
The Superintendent recommends to the Board of Trustees to approve the Service Agreement for Welder Qualification and Certification with Certified Welding and Testing Company Incorporated, beginning July 01, 2025, and ending June 30, 2026

Rationale:
This agreement will serve students certifying in AWS D1.1 and D9.1 industry-based certifications.

Paperwork Impact:
Minimal

Budget:
Local Budget

Resource Personnel:
Manuel Lopez, Principal, San Benito High School
Alan M. Larralde, Director of Career and Technical Education
Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:
N/A

Rev. 4 May 2025

Client Services Agreement for Welder Qualification and Certification

Name of Client/Institution requesting services- San Benito CISD/San Benito High School

Main Contact Person- Alan M. Larralde **Title-** CTE Director
Email address- alarralde@sbcisd.net **Phone-** 956-361-6574

Immediate Supervisor/Director- Alan M. Larralde **Title-** CTE Director
Email address- alarralde@sbcisd.net **Phone-** 956-361-6574

Accounting/Business Contact- Christopher Lee Cortez **Title-** Interim Chief Financial Officer/Accounting Director
Email address- clcortez@sbcisd.net **Phone-** 956-361-6168

Client Mailing Address- 450 S. Williams Road, San Benito TX 78586
Street Address (if different)- _____

Additional Faculty represented by this agreement:

Name Jorge Guerra **Email** jguerra@sbcisd.net **Phone** 956-361-6574
Name _____ **Email** _____ **Phone** _____

Services Being Requested:

Third-party student welder qualification and certification to TEA IBC requirements. XX

Welding instructor training, qualification and certification as test witness/supervisor. _____

This contract represents an agreement between San Benito CISD **(client) and The Certified Welding and Testing Company (CWT), for the school year beginning: July 1, 2025, ending June 30, 2026.**

The Client further agrees that all correspondence with CWT will represent an effort in good faith to provide truthful and accurate information regarding the qualification and testing of welding personnel in full accordance with the cited TEA, AWS and CWT codes and standards.

Client Main Contact signature- _____ **Date-** _____

CWT Representative- _____ **Date-** _____

Test Witness Memo of Understanding (MOU) 2025-2026

Please acknowledge the following to work under "Active Supervision" of the CWT test supervisor.

Forms

All weld test witnesses must use the Revision 3, May 2024 Weld Test Lesson Plans.
If using paper form, all weld test witnesses must use the Revision 10, March 2023 application form.
Client Service, instructor agreement forms and vendor packages must be submitted before May 1.
Spreadsheets must accompany a corresponding application form and provide only names and ID #.
Plastic wallet cards will be discontinued in favor of E-Cards displayed through a phone app.

OK _____

Procedure

The test plate thicknesses shown in each weld test lesson plan must be adhered to.
Every certification application form must indicate the weld test lesson plan used in testing.
Any deviation from the test lesson plans must be approved prior to testing.
Prior approval is required for any instructor to use API WPS Lesson Plans #8 and #9.
Prior approval is required for any instructor to witness testing outside his/her home school.
Prior approval is required for any instructor to begin testing at a change of employment school.

OK _____

Compliance

All schools must have completed a Client Services Contract prior to engaging in any testing.
All teachers participating in the program must attend approved professional development training every three years minimum and remain actively engaged in welder qualification.
All teachers in the program must retain the test plates and all components of testing for a period of 30 days after the certification date shown on the welder's online test record(s).
Failure to provide evidence of testing or any discrepancy in the test plates that support testing will void the testing event. Photos of welds and ALL test components are acceptable.

OK _____

I understand all the information listed above and will comply with all welder testing requirements.
I will ask questions and will not conduct any welder testing to procedures not fully understood.
I will follow the welder testing plans provided for me during training and document results honestly.
I will only test welders wearing the proper PPE and that will work in full compliance with ANSI Z49.1.

It is understood that the requirements for welder safety and qualification testing in accordance with cited TEA, AWS and CWT codes and standards is the responsibility of:

Instructor Printed Name: Jorge Guerra School: San Benito CISD/San Benito High School
Instructor Signature: _____ Date: _____

Accepted by CWT: _____ Title: _____ Date: _____

Request Approval of the Mobile Unit Agreement between San Benito CISD and The University of Texas Health Science Center at Houston for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Mobile Unit Agreement between San Benito CISD and The University of Texas Health Science Center at Houston for the 2025-2026 school year.

Rationale:

To allow an access location to the University of Texas Health Science Center at Houston to place a mobile unit at San Benito High School in order to provide staff, students, and surrounding community with access to free medical services.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district.

Resource Personnel:

Manuela Lopez, Principal, San Benito High School
JoAnne Fernandez, Director of Secondary Education
Janette Bristow, Health Services Coordinator
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MOBILE UNIT AGREEMENT
Between
San Benito Consolidated Independent School District in San Benito
&
The University of Texas Health Science Center at Houston

This Mobile Unit Agreement (hereinafter referred to as the "Agreement") is between:

San Benito Consolidated Independent School District (hereinafter referred to as "SBCISD") located at 240 n. Crockett St., San Benito, Texas 78586 [(956) 361-6100], and the University of Texas Health Science Center (hereinafter referred to as "UTHSC-H") located at 7000 Fannin Street, Houston, Texas 77030 [(713) 500-6897]. SBCISD and UTHSC-H may collectively by referred to as the "Parties".

This Agreement will become effective immediately upon execution by and between SBCISD and UTHSC-H and will remain in effect until August 31, 2026, and may be renewed annually upon evaluation by both parties. This Agreement may be modified at any time by mutual written consent of the Parties, and may be terminated at any time by either of the Parties upon written notice to the other.

Notices to and by all Parties must be in writing and signed. Notice shall be served in person or mailed and addressed as follows:

Superintendent Office
San Benito Consolidated Independent School District
19240 N. Crockett St.
San Benito, Texas 78586

and

Catherine Shaw
University of Texas Health Science Center at Houston
6431 Fannin Street, MSB 1.150
Houston, Texas 77030

Notices will become effective only when received by the addressee.

A. <u>Responsibilities and Relationship of the Parties.</u>

1. Both Parties will cooperate to provide SBCISD students with access to medical care and treatment provided by UTHSC-H providers through the UT Mobile Clinic, which is owned and operated by UTHSC-H.
2. Both Parties agree in keeping with Title VI of the Civil Rights Act of 1964 that no person shall, on the grounds of race, sex, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity included herein.
3. Neither of the Parties shall assign this Agreement or its rights and/or obligations hereunder to any third party without prior written consent of the other party.
4. For the purposes of this Agreement and all service to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees

of the other. Neither of the Parties shall have authority to make any statements, representations or commitments of any kind, or take any action which shall be binding on the other, except as may be expressly provided for herein or authorized in writing.

B. Responsibilities of SBCISD.

1. SBCISD will provide, without cost, adequate space on its San Benito campus for UTHSC-H to set up and operate the UT Mobile Clinic.
2. SBCISD will provide an electric power source outlet to power the UT Mobile Clinic, and police security at SBCISD's expense while the UT Mobile Clinic is on SBCISD property.
3. SBCISD will provide notice to its student body of the dates, times and location(s) when and where the UT Mobile Clinic will be available on the San Benito campus.
4. SBCISD will not be responsible for the operations of the UT Mobile Clinic or any medical diagnosis, care or treatment administered by UTHSC-H, UTHSC-H providers, UT Mobile Clinic its staff and/or affiliated entities and individuals.

C. Responsibilities of the UTHSC-H.

1. UTHSC-H will provide the UT Mobile Clinic and all equipment, furnishings and supplies to move, locate and operate the UT Mobile Clinic to be periodically and temporarily located on the SBCISD Campus in San Benito.
2. UTHSC-H will provide all medical and non-medical staff and supervision, to move, locate and fully operate the UT Mobile Clinic and to provide the medical care, diagnosis and treatment associated with such.
3. UTHSC-H and its allied medical care and diagnostic treatment providers will be solely responsible for all medical care, diagnosis and treatment of all students and/or patients dealt with in any manner at or by the UT Mobile Clinic.
4. UTHSC-H will maintain medical malpractice, coverage in the amount of at least $500,000.00 per occurrence and at least $1,500,000.00 annual aggregate for its physicians. All other employees of UTHSC-H shall be covered solely by the applicable provisions of the Texas Tort Claims Act.
5. UTHSC-H must notify SBCISD at least 30 days in advance of intent to locate the UT Mobile Clinic on SBCISD property. Any request submitted less than 30 days by UTHSC-H to locate UT Mobile Clinic at SBCISD property may be denied.

D. Miscellaneous.

1. Venue; Governing Law. Cameron County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
2. Limitations. The Parties are aware that there may be constitutional and statutory limitations on the authority of SBCISD (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on SBCISD's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights,

remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on SBCISD except to the extent authorized by the laws and Constitution of the State of Texas.

3. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Contractor understands that SBCISD will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. SBCISD agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this Agreement. The Contractor will cooperate with SBCISD in the production of documents responsive to the request. The Contractor may request that SBCISD seek an opinion from the Attorney General of the State of Texas. However, SBCISD will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify SBCISD General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.
4. Counterparts. This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

This Agreement constitutes the entire agreement of the Parties herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 1st day of August, 2025.

SBCISD	**UTHSC-H**
San Benito Consolidated Independent School District	University of Texas Health Science Center at Houston
By:_____	By:_____
(Authorized Signature)	(Authorized Signature)
Alfredo Perez, Superintendent of Schools	T. Kevin Dillon, Sr. EVP, COO
(Title)	(Title)
Date:_____	Date:_____

Request Approval of the Partnership Agreement between San Benito CISD and Workforce Solutions Cameron

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Partnership Agreement between San Benito CISD and Workforce Solutions Cameron.

Rationale:

This Partnership Agreement is a collaboration with Workforce Solutions Cameron for the implementation and provision of a Workforce Readiness Outreach Specialists Program that provides labor market and career information and a service delivery strategy that includes the provision of LMCI services. This is a continuance partnership in providing career information, awareness, readiness, and resources to students in grades 6-12 that assist them with informed decisions about career paths. Effective date of this Partnership Agreement is August 1, 2025 through May 31, 2027, or until it is canceled by the parties in accordance with the terms set forth in Section XIll of the agreement.

Paperwork Impact:

Minimal

Budget:

N/A

Resource Personnel:

Alan M. Larralde, Director of Career and Technical Education
Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:

N/A

Partnership Agreement
Workforce Readiness Outreach Specialist Program

Workforce Solutions Cameron (hereinafter ***the Board***) located at 700 Ruben Torres Blvd; 3rd Floor in Brownsville, Texas, and **San Benito Consolidated Independent School District** (hereinafter referred to as ***Educational Partner***), located at 240 N. Crockett Street, San Benito, Texas, enter into this **Partnership Agreement** (hereinafter Agreement) willingly and by mutual agreement. This Agreement sets forth the terms for cooperation and partnership between both parties and together with the documents attached, if any, and/or incorporated by specific reference, constitutes the entire agreement.

I. Introduction:

The Board offers labor market and career information services such as employment and training information regarding in-demand industry sectors or occupations available in Cameron County. WFS Cameron also provides youth with employability skills, labor market data, career exploration services, career counseling, and career awareness tools and activities. Career awareness activities provide information on a variety of careers and occupations, skills and educational requirements, working conditions, training prerequisites, and job opportunities across a wide range of industry sectors.

This **Partnership Agreement** establishes with **San Benito Consolidated Independent School District** the terms for the implementation and provision of a **Workforce Readiness Outreach Specialists Program** that provides Labor Market and Career Information on a coordinated basis within the Educational Partner's identified campus or campuses and a service delivery strategy that includes the provision of LMCI services.

II. Purpose:

The purpose of this agreement is to establish clear unambiguous communication and collaboration between the Board and the Educational Partner to set forth the relative responsibilities of the parties insofar as they relate to the planning and implementation of individual and mutual duties, obligations, and responsibilities regarding the Workforce Readiness Outreach Program in the District.

III. Duration of Agreement:

The agreement shall commence on August 1, 2025, and shall remain in full force through May 31, 2027, or until it is canceled by the parties in accordance with the terms set forth in Section XIII.

IV. Terms and Conditions – Legal Authority:

Texas Labor Code §302.021 and §302.062 sets forth the job training, employment, and employment-related educational programs and functions consolidated under TWC's authority.

Texas Government Code §2308.304 and §2308.312 defines Boards' responsibility to develop, implement, and modify a plan for convening all relevant programs, identified as Board required-partner programs.

V. Responsibilities of the Parties under Agreement:

In consideration of the mutual aims and desires of the parties to this Agreement, and in recognition of the public benefits to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this agreement shall be as follows:

A Point of Contact will be assigned for the Educational Partner, the Board, and for each campus where the Workforce Readiness Outreach Specialist will be providing services:

A. Create a process that the Workforce Readiness Outreach Specialist and the Educational Partner will use to amend the on-site schedule for the Workforce Readiness Outreach Specialists;
B. Assure that the Workforce Readiness Outreach Specialist adheres to Educational Partner's policies and procedures;
C. Assure that the Workforce Readiness Outreach Specialist will serve solely in the role listed in this AGREEMENT and will not serve in other roles assigned to district personnel, such as substitute teacher or testing facilitator;
D. Provide information on how the Workforce Readiness Outreach Specialists may outreach students, including distributing flyers, handouts, and announcements and outreach to parents;
E. Temporary office space will be provided for the Workforce Readiness Outreach Specialist while providing services to the Educational Partner; and
F. Collect feedback on program efficacy from students, parents, and Educational Partner staff.

Board must ensure the Workforce Readiness Outreach Specialist:

A. Provides information on opportunities and training requirements for in-demand industry sectors and making well-informed post-secondary decisions using TWC resources and other existing tools
B. Works in coordination with school counselors and administrators;
C. Provides classroom presentations, virtually or on-site, to provide career information, career awareness, career readiness, and career resources to students in grades 6–12, their parents or guardians, and district staff;
D. Maximizes availability to students through a published schedule to the Educational Partner and campus administrators that includes on-site office hours for each location and structured meeting times for students;

E. Consults with appropriate representatives of the Educational Partner to conduct an orientation for school staff at each participating school to explain the Workforce Readiness Outreach Specialist's role and the resources to be provided;
F. Organizes training workshops on using TWC resources, such as the LMI website, for employment and education;
G. Coordinates with Educational Partner to ensure that needed background checks are conducted before employees work in the school;
H. Exposes individuals to a variety of career pathways, including pre-apprenticeship and RAPs, technical and/or community colleges, and employment, through presentations, TWC tools, job fairs, and site visits;
I. Coordinates with local and state workforce services, employers, and educational institutions to build pathways into pre-apprenticeship and RAPs and encourage local employers to offer pre-apprenticeship and RAPs;
J. Provides career support workshops for students, parents, and guardians;
K. Fosters employer–ISD collaboration and encourages employers to provide internship opportunities and serve as mentors;
L. Encourages partnerships between ISDs and technical and/or community colleges;
M. Collaborates on annual workshops with subject matter experts within TWC, local business and industry leaders, chambers of commerce, and technical and/or community colleges to build a network of partnerships among local organizations and supports local delivery of integrated career and education services; and
N. Organizes job exploration and career fairs.

VI. Data Sharing Agreement Between [San Benito Consolidated Independent School District] & [Workforce Solutions Cameron]

1. Purpose

This agreement establishes guidelines for sharing data between [**San Benito Consolidated Independent School District**] and [**Workforce Solutions Cameron**] to support student career guidance, career- readiness preparation services, and workforce development, and employment opportunities.

2. Parties Involved

- **School District:** [**San Benito Consolidated Independent School District**, located at 240 N. Crockett Street, San Benito, Texas]
- **Workforce Organization:** [**Workforce Solutions Cameron**, located at 700 Ruben Torres Blvd; 3rd Floor in Brownsville, Texas]

3. Data Types Shared

The following data types may be shared, ensuring compliance with all relevant privacy laws:

- Available **Programs of Study** within the district that are active and non-active.
- **Industry-Based Certification (IBC) Data**, including certifications attempted and earned for each program
- Student demographic information (age, grade level, etc.)
- Academic performance and career readiness indicators
- Internship and apprenticeship participation data
- Workforce skills assessments and employer feedback

4. Data Usage

Data will be used for:

- Career readiness tracking
- Workforce development analysis
- Program improvement and resource allocation
- Identifying student employment and internship opportunities

5. Data Privacy & Security

Both parties agree to:

- Maintain strict confidentiality and comply with **FERPA**, **GDPR**, and other applicable regulations
- Utilize secure data transfer protocols and encryption
- Restrict access to authorized personnel only

6. Consent & Compliance

- Student data will only be shared with parental or guardian consent where required.
- Workforce data shared must align with legal and ethical standards.

7. Agreement Duration

This agreement is valid from **[August 1, 2025] to [May 31, 2027]**, subject to renewal or amendments.

8. Termination Clause

Either party may terminate this agreement with **[Notice Period]** written notice, ensuring proper data disposal.

VII. Allocation of Costs:

The Board and the Educational Partner assume full responsibility for their respective costs associated with their performance under the terms of this Agreement. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.

VIII. Subcontracts:

All subcontracts or other agreements entered into by and between the Board and Educational Partner to fulfill the purpose of this Agreement must require the subcontractors or other parties to fulfill the requirements described in Section III of this Agreement.

IX. Reasonable Accommodation:

The Board and Educational Partner are committed to ensure reasonable accommodations are made with all customers, upon request, in compliance with the Americans with Disability Act of 2008 and its Amendments.

X. Liability:

a. The Board agrees to indemnify, defend, and hold the Educational Partner, its agents, officers, members, employees, and volunteers harmless for, from, and against any and all claims, damages, losses, causes of action and demands, or other liability including, without limitation, reasonable attorneys' fees and costs, arising from negligence and/or misconduct of Board staff in the performance of this Agreement, except where caused by the sole negligence or willful misconduct of the Educational Partner.

b. The Board agrees to assume responsibility for any and all claims and liability for injury to persons or property arising out of, or caused by, the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in this Agreement.

c. The Board shall provide its usual Worker's Compensation Insurance or coverage of its employees. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to the District.

XI. Non-Discrimination and Equal Opportunity:

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference or disability.

All Parties to this AGREEMENT certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, Titles VI and VII and of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR §37.5 and 29 CFR §38.35.

XII. Confidentiality:

All parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as, but not limited to 20 CFR Part 603.45, CFR Section 205.50, 20 USC 1232g and 34 CFR Part 99, and 34 CFR §361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

XIII. Grievance Procedure:

The Board along with the Educational Partner, agrees to establish and maintain a procedure for grievance and complaints as outlined under WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow a customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Board along with the Educational Partner, agrees to communicate only and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

If the parties cannot reach consensus on issues regarding this Partnership, a third party will be used to mediate.

XIV. Amendment or Cancellation of Agreement:

This Agreement may be amended at any time in writing and by mutual consent of the parties. This Agreement may be canceled or terminated for any reason by either party upon thirty (30) days' written notice except where the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement. Further, in the event of any breach, violation of law, or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction, or omission of, by or involving Board staff which in the reasonable opinion of the Educational Partner constitutes either a threat to the health, safety, and/or welfare of any student or the Educational Partner employee, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing the Educational Partner's operations, then the Educational Partner shall have the right to summarily and immediately terminate this Agreement upon written notice to the Board delivered to the address set forth herein.

Approved:

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Workforce Solutions Cameron, by its authorized signatory:

_____ Date: _____

Mr. Rafael Vela
Chief Executive Officer

San Benito Consolidated Independent School District, by its authorized signatory:

_____ Date: _____

Alfredo Perez
Superintendent

Request Approval of the Memorandum of Understanding between San Benito CISD Positive Redirection Center and Recovery Center of Cameron County for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD Positive Redirection Center and Recovery Center of Cameron County for the 2025-2026 school year.

Rationale:

This partnership with Recovery Center of Cameron County is to accept referrals, screen students, and appropriately place those affected by substance abuse and their family members into it services and planned network of treatment, prevention services as per program guidelines.

The Recovery Center of Cameron County will admit youth 13-17 years of age and adults 18+

Paperwork Impact:

Minimal

Budgetary Information:

N/A

Resource Personnel:

Scott Hausler, Principal, Positive Redirection Center
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING BETWEEN

RECOVERY CENTER of CAMERON COUNTY

AND POSITIVE REDIRECTION CENTER/ SBCID

Recovery Center of Cameron County and **Positive Redirection Center/SBCISD** into this non-binding and non-financial agreement to recognize our previous, present, and future cooperative efforts.

Recovery Center of Cameron County and the social service programs it administers, agree to the following:

To accept referrals, screen, and appropriately place those affected by substance abuse and their family members into its services and planned network of treatment, prevention services as per program guidelines.

Payment for services, the **Recovery Center of Cameron County** will seek payment from Medicaid, health insurance or will use grant funds awarded to the **Recovery Center of Cameron County** by the Texas Department of Human and Health services.

The **Recovery Center of Cameron County** will admit youth 13 – 17 years of age and adults 18+.

All Recovery Center services are provided at 1185 FM 802 Brownsville, Texas 78521.

To appropriately refer all persons who may benefit from the services of Positive Redirection Center/SBCISD both presently and in the future for appropriate screening and or referral.

To continue to discuss and review our mechanisms for continuing to provide services and appropriate referrals in a timely manner.

Positive Redirection Center/SBCISD agrees to the following:

To continue to accept referrals of social service programs of Recovery Center of Cameron County for appropriate services by the Positive Redirection Center/SBCISD.

To continue to appropriately refer those persons in the communities served and their families who may benefit from the services provided by the social service programs of Recovery Center of Cameron County and its growing network of providers of prevention, early intervention, and substance abuse treatment.

To continue a mutual endeavor of consideration of ways to better serve our neighborhoods and other constituencies.

This agreement is to begin **September 1, 2025**, and end **August 31, 2026.**

Jesus Daniel Ramos	Scott J. Husler	Alfredo Perez
President & CEO	Principal	Superintendent of Schools
Recovery Center of Cameron County	Positive Redirection Center	SBCISD

Request Approval of the Memorandum of Understanding between San Benito CISD and Stellar Ed Resources STEMS Program for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Stellar Ed Resources STEMS Program for the 2025-2026 school year.

Rationale:

The purpose of this MOU is to provide enhancement of South Texas Engineering, Math, and Science programs at San Benito CISD, and cover expenses to support students, school sponsors, staff, and volunteers.

Paperwork Impact:

Standard

Budgetary Information:

STEMS Subsidy for year 2025-2026

Resource Personnel:

Manuela Lopez, Principal, San Benito High School

JoAnne Fernandez, Director of Secondary Instructional Implementation

Dilia Cornett, Assistant Superintendent of Academics

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

Stellar Ed Resources
1777 Villanova Ave.
Brownsville, Texas 78520

To: Alfredo Perez, Superintendent of Schools
San Benito CISD, San Benito, Texas

From: Javier Garcia, Chief Executive Officer
Stellar Education Resources

Subject: STEM Program Subsidy

Date: July 21, 2025

Memorandum of Understanding (MOU)

Purpose: The purpose of the program subsidy is to enhance educational activities that the STEMS program offered for over nearly 30 years at San Benito High School. The STEMS Program is closing its doors this fiscal year and Stellar Ed Resources will continue to offer its services. The subsidy covers expenses to support students, school sponsors, staff, and volunteers. This includes lodging, meals, supplies, materials, transportation, registration fees, and other costs that are related to activities, events, professional enhancement, and field experiences.

We have attached a schedule and quote for your convenience.

STEM subsidy for FY 2025-2026 $18,000.00

I hereby understand that the Stellar Ed Resources will adhere to the terms above.

_____ _____
Authorized SCISD Administrator Date

Please sign and return this to our office with a check payable to: STEMS

Mail to: Stellar Ed Resources
1777 Villanova Ave.
Brownsville, TX 78520

If you have any questions, please contact Javier Garcia at (956) 572-3601.

Thank you.

Stellar Ed Resources

Stellar Ed Resources was established to offer Science, Technology, Engineering, and Math (STEM) type of activities for local school districts, communities, and non-profit organizations. Funds through this MOU will be utilized to provide higher education, career awareness, and other educational opportunities for K-16 students.

Mission: Stellar Ed Resources is focused on promoting higher education to youth, schools, and communities in South Texas.

Goal: To establish projects during the academic school year and the summer for students and communities while promoting higher education and awareness about education and careers in Science, Technology, Engineering, and Mathematics (STEM)

Deliverables to San Benito High School:

1. Coordinate STEM activities
2. Partner with STEM organizations
3. Involve STEM professionals and faculty
4. Mentor high school students (college and professional)
5. Conduct STEM field experiences
6. Organize events
7. Offer Pre-college and college student support

Fall 2025 & Spring 2026

- **Grant writing support for STEM at San Benito High School –** Stellar Ed Resources will assist a STEM teacher in submitting a Texas Parks and Wildlife Department Community Outdoor Outreach Program (COOP) grant due by November 1, 2025. Stellar Ed Resource staff have over 25 years of writing this grant.
- **South Padre Island World Birding Center –** High school students will learn basic STEM skills and natural resource awareness. Experts in STEM will provide additional hands-on activities for students. Students will learn

about higher education, gain science experience, practice skills in communication, build their self-esteem, and will be involved in other positive educational experiences. Students are empowered as they are involved with activities which include marine science, birding, and other outdoor experiences.

- **Greenpower USA Races** – Students will compete at several Greenpower USA races during the fall and spring semesters. The competitions are a project-based STEM learning initiative for broad levels of education. Greenpower USA provides value to educators and students through project-based application of otherwise complex STEM-based content. The project emphasizes applied learning, sustainability, and technological literacy. The Greenpower USA competitions provide students the opportunity to gain knowledge through hands-on application in mechanical design, electrical systems, aerodynamics, and materials. In addition, the competition requires soft skills deployment such as team building, problem-solving, project management, strategic planning, and public speaking and presentation.
- **STEM Field Experience to Texas State Parks** - Students will be traveling to several state parks and be involved in science and history-related activities. They will be provided with a journal which they must complete by the end of the field experience. All field experiences will be STEM focused and be coordinated with experienced state park staff.

- **Greenpower USA at Talladega Superspeedway in Alabama** – Stellar Ed Resources will provide support and guidance to the San Benito High School teams as they qualify for the Greenpower USA National Championship at Talladega Superspeedway in Alabama. The goal for this year is to travel to nationals to compete with hundreds of other students from throughout the USA. San Benito High School Greenpower USA teams have been established as powerhouses earning themselves 3rd place at the Greenpower USA National Championships in 2022. With Stellar Ed Resources guidance, SBHS teams will earn their spot in this year's nationals upon completing a minimum of 4 races for the 2025-2026 school year. As per the calendar, this will be attainable and SBHS is expected to compete once again at the world-famous Talladega Superspeedway in Alabama in May of 2026.

Summer 2026

- **STEM Summer Program in the Rio Grande Valley – June 2026** – High school students will be involved in a 1-week program geared to increase their knowledge in higher education, with special emphasis in STEM. The activities may include ecology, environmental sciences, physics, mathematics, engineering, and biological-related fields.
    - **STEM at Sabal Palm Sanctuary Science/Outdoor Day** – Students will experience one of South Texas' best wildlife preserves. Stellar Ed Resources educators and college mentors will provide outdoor activities to students involved with STEM. Students will learn about higher education, gain science experience, practice skills in communication, build their self-esteem, and be involved in other positive outdoor experiences. Students are empowered as they are involved with activities that include hiking biology, birding, and the outdoors.
    - **STEM Summer Program at South Padre Island** – Stellar Ed Resources will provide additional outdoor activities to students involved with STEM. Students will learn about higher education, gain science experience, practice skills in communication, build their self-esteem, and be involved in other positive experiences. Students are empowered as they are involved with activities that include marine science, fishing, birding, and the outdoor experiences.

Request Approval of the San Benito CISD Student Bullying and Intervention Handbook for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the San Benito CISD Student Bullying and Intervention Handbook for the 2025-2026 school year.

Rationale:

This Bullying Prevention Handbook was developed to ensure all students in our district feel safe, respected, and supported at school. In alignment with Texas Education Code §37.0832, the handbook provides clear defi nitions of bullying, outlines steps for prevention, reporting, and investigation, and ensures consistent procedures across all campuses. It supports our commitment to creating a positive school culture, protecting student well-being, and promoting respectful behavior. Approval of this handbook by the board reinforces our dedication to a safe and inclusive learning environment for every student.

Paperwork Impact:

Minimal

Budgetary Information:

No cost district.

Resource Personnel:

All Campuses
Diana Atkinson, Director of Elementary Education
JoAnne Fernandez, Director of Secondary Education
Sandra Romeros, Director of Counseling/Advanced Academics
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

FDB Legal

FFI Local

SAN BENITO SCHOOLS

2025- 2026

BULLYING PREVENTION HANDBOOK

Office of Academics
240 N. Crockett
San Benito, TX 78586
956-361-6100
www.sbcisd.net

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Mission Statement

At San Benito CISD, we are dedicated to fostering each student's academic and personal success in a safe, inclusive, and supportive environment. We strive to create a school culture where every student feels valued, respected, and connected. Our commitment includes ensuring a learning atmosphere free from discrimination, threats, bullying, and harassment. We believe every student deserves the opportunity, encouragement, and support needed to reach their full potential and to form meaningful relationships within the school community.

Priority Statement

Schools should be safe, supportive, and nurturing environments where all students can thrive academically and socially. At San Benito CISD, bullying in any form will not be tolerated. Ensuring a culture of respect and safety is a shared responsibility among students, staff, families, and the broader school community.

To that end, our **Bullying Prevention and Intervention Plan** outlines a comprehensive approach to addressing bullying and cyberbullying. In collaboration with students, families, staff, law enforcement, and community partners, we have developed a clear framework for the prevention, intervention, and response to incidents of bullying, cyberbullying, and retaliation. The principal at each campus is responsible for the effective implementation and ongoing oversight of this plan.

Bullying Statistics

Startling Bully Statistics:

- Nearly 1/3 of students surveyed report they experience bullying, either as a target or as a perpetrator.
- More than 16% said they had been bullied at least occasionally during the current school year.
- 8% reported bullying or being bullied at least once a week.
- The frequency of bullying was higher among 6th through 8th grade students than among 9th and 10th grade students.
- Children that reported they were bullied reported more loneliness and difficulty making friends
- Those that did the bullying were more likely to have low grades and to smoke and drink alcohol.

Source: "Bullying Behavior Among US Youth: Prevalence and Association with Psychological Judgment" Journal of American Medical Association, April 25, 2001

Bullying Prevention and Intervention Policies

FDB (LEGAL)
Education Code 25.034
Victim of Bullying
FFI (LOCAL)
Student Welfare Freedom from Bullying

the exception is overruled, an appeal of the Board's decision may be filed in the district court of the county in which the Board is located.

Education Code 25.034

VICTIM OF BULLYING

On the request of a parent or other person with authority to act on behalf of a student who is a victim of bullying, the Board or its designee shall transfer the victim to:

1. Another classroom at the campus to which the victim was assigned at the time the bullying occurred; or
2. A campus in the District other than the campus to which the victim was assigned at the time the bullying occurred.

"Bullying" means engaging in written or verbal expression or physical conduct that the Board or its designee determines:

1. Will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

The Board or designee shall verify that a student has been a victim of bullying before transferring the student. The Board may consider past student behavior when identifying a bully.

The determination by the Board or designee is final and may not be appealed. The procedures set forth at Education Code 25.034 (see PROCEDURE, above) do not apply to a transfer under this provision.

The District is not required to provide transportation to a student who transfers to another campus under this provision.

Education Code 25.0342

Note: For bullying rising to the level of prohibited harassment, see FFH. For all other bullying, see FFI.

OTHERS IN SPECIAL EDUCATION STUDENT'S HOUSEHOLD

If the District assigns a student to a District campus other than the campus the student would attend based on the student's residence, for purposes of receiving special education services, the District shall permit the student's parent, guardian, or other person standing in parental relation to the student to obtain a transfer to

Note: This policy addresses bullying of District students. For provisions regarding discrimination, harassment, and retaliation involving District students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

BULLYING PROHIBITED

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DEFINITION

Bullying occurs when a student or group of students engages in written or verbal expression or physical conduct that:

1. Will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

EXAMPLES

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism.

TIMELY REPORTING

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

REPORTING PROCEDURES

Any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee. A report may be made orally or in writing.

NOTICE OF REPORT

Any District employee who receives notice that a student has or may have experienced bullying shall immediately notify the campus principal or designee.

INVESTIGATION OF REPORT

If a report is made orally, the campus principal or designee shall reduce the report to written form.

The campus principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, and if so proceed under that policy instead.

	The campus principal or designee shall conduct an appropriate investigation based on the allegations in the report. The campus principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
CONCLUDING THE INVESTIGATION	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the campus principal or designee shall take additional time if necessary to complete a thorough investigation.
	The campus principal or designee shall prepare a written report of the investigation, including a determination of whether bullying occurred, and send a copy to the Superintendent or designee.
DISTRICT ACTION	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct in accordance with the District's Student Code of Conduct. [For information on student transfers due to bullying, see FOB.]
	The District may take action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of bullying under this policy.
CONFIDENTIALITY	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
APPEAL	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
RECORDS RETENTION	Retention of records shall be in accordance with CPC(LOCAL).
ACCESS TO POLICY	Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.

Definition of Bullying

San Benito CISD defines bullying as written or oral expression or physical conduct that the school district's board of trustees or designee: 1. To have the effect of physically harming a student, damaging a student's property, placing a student in reasonable fear of harm to the student's person or of damage to the student's property; 2. To be sufficiently severe persistent, or pervasive to create an intimidating, threatening, or abusive educational environment for a student.

Definition of Cyberbullying

San Benito CISD defined cyberbullying as use of any electronic communication device or technology to engage in bullying or intimidation.

Scope of the Definition of Bullying

Acts of bullying, cyberbullying, and retaliation shall be prohibited: (i) on school grounds, property immediately adjacent to school grounds, at a school sponsored or school related activity, function or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased or used by a school or the district, or through the use of technology or an electronic device owned, leased or used by a school or the school district and (ii) at a location, activity, function or program that is not school related, or through the use of technology or an electronic device that is not owned, leased or used by a school or the district, if the bullying creates a hostile environment at school for the victim, infringes on the rights of the victim at school or materially and substantially disrupts the education process or the orderly operation of a school.

Samples of Bullying

Direct (Face-to Face)

- Verbal bullying – name calling, mocking, hurtful teasing, insults, put downs, humiliating, racist or sexist comments, harassment*
- Physical-bullying – shoves, pushes, hitting, beating up, * stealing or damaging property, * assault*
- Psychological bullying – giving dirty looks, uttering threats, * forms of intimidation, extortion*

*(*These actions are against the law.)*

Indirect (Behind Someone's Back)

- Gossiping – lowering people's opinions about the student who is targeted as a victim
- Social aggression – telling people not to be friends with a student who is targeted as a victim, spreading rumors, damaging friendships
- Leaving out - shunning, exclusion

Cyber-bullying (Use of Electronic Technology)

The use of electronic technology as a means of bullying and harassing may involve:

- sending threatening or harassing emails or instant messages
- creating a website that belittles or ridicules another student
- taking unflattering or inappropriate pictures of other students without their permission and sharing them with others or posting them on an internet site

- stealing someone's password and sending mean messages to others
- tricking someone into sharing sensitive personal information while instant messaging and then forwarding that information to others
- using cell phones to send derogatory, threatening or harassing text messages

WARNING SIGNS OF BULLYING

Children who are victimized may:

- Lose objects without a reasonable explanation
- Have cuts bruises, scratches
- Come home from school with torn or dirty clothing
- Need extra money
- Need extra treats in lunch bag
- Be hungry after school (when lunch is extorted)
- Be reluctant to go to school and lose interest in schoolwork
- Have headaches, stomachaches, nervousness, difficulty sleeping (doesn't sleep well, has bad dreams)
- Show significant changes in mood from normal – more angry, sad, fearful, depressed, becoming quiet and passive
- Be concerned about inviting friends over or accepting invitations from friends
- Have few friends

While this policy cannot outline every potential form of bullying, it is important to understand that all incidents will be addressed promptly and fairly, as they arise. Any behavior that creates an unsafe or hostile environment will be dealt with in accordance with our commitment to fostering respect, inclusion, and a safe space for all individuals. We are dedicated to addressing bullying in all its forms and will take appropriate action based on the specifics of each situation.

http://www.teachsafeschools.org/bully_menu1.html#1

BULLYING CHECKLIST
FOR SCHOOLS

PLEASE READ BEFORE USING CHECKLIST

To determine whether an act is bullying or cyberbullying by law, proceed down the checklist and provide a checkmark for each true statement. If any identified section does not receive at least one checkmark, then the act is not considered bullying by state law.

SB 179, "David's Law" expanded authority to school districts, allowing public and charter schools to address cyberbullying off-campus and outside of school-related or school-sponsored activities based on specific criteria. In order to address this legislative change, this checklist may help parents, educators, and administrators determine if a student at their school has been bullied according to the legislative definition. Please follow the conditional 'yes/no' logic for the questions regarding the use of electronic communication devices in possible bullying scenarios.

is it Bullying?

- Was it a single significant act? ☐
- Was it a pattern of acts? ☐

By one or more students directed at another student that **exploits an imbalance of power** ☐

Through physical conduct ☐
Using verbal expression ☐
Using written expression ☐
Using electronic means ☐

Physically harms a student or damages their property ☐

Creates reasonable fear of harm to student or damage to their property ☐

Is sufficiently severe, persistent, or pervasive enough that the action or threat creates:

- Intimidating educational environment ☐
- Threatening educational environment ☐
- Abusive educational environment ☐

Materially and substantially disrupts the educational process or operation of school ☐

Infringes on rights of victim at school ☐

Was the act committed by using any type of electronic communication device?

(i.e. Cellular or other phone, computer, camera, e-mail, text or instant messaging, social media app, Internet website, Internet communication tool)

Yes

No

Did the act occur outside of a school-sponsored or school-related activity?

(This is an important distinction, as David's Law expands a school district's authority to include cyberbullying incidents that occur off campus and outside a school-sponsored or school-related activity, as long as it meets one of the below criteria.)

No

- On school property ☐
- At a school-sponsored or school-related activity (on or off campus) ☐
- On school bus or vehicle used to transport students ☐

Yes

Did the act interfere with a student's educational opportunities; or substantially disrupt the orderly operation of a classroom, school, or school-sponsored/related activity?

Yes

No

Yes, it's Bullying
(Cyberbullying is bullying)

According to law, if the act **DID NOT** meet the criteria above, it is not under the school district's authority.

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www.txssc.txstate.edu Oct. 2017

LISTA DE ACOSO

(BULLYING)

PARA ESCUELAS

FAVOR DE LEER ANTES DE USAR LISTA DE CONTROL

Para determinar si el acto es acoso o ciberacodo por ley, se usa esta lista de control para proporcionar una marca de verificación para cada declaración correcta. Si alguna sección identificada no recibe por lo menos una marca de verificación, el acto no es considerado como acoso por ley del estado.

La ley de "David SB179" expandió autoridad hacia otros distritos escolares, permitiendo a las escuelas publicas y charters dirigir ciberacoso fuera de las escuelas y actividades escolares patrocinadas o no patrocinadas, basadas en criteria específica. Este cambio legislativo usara esta lista para ayudar a padres, educadores, y administradores a determinar si un estudiante en su escuela a sido hostigado conforme a la definición legislada. Lógicamente siga la condicion de Sí/No para las preguntas respecto al uso de comunicación electrónica en possibles escenarios de hostigamiento.

ES ACOSO? (BULLYING?)

¿Fue solo un acto? ☐
¿Fueron varios actos o eventos sucedidos? ☐

¿Por un o más estudiantes dirigidos hacia otro estudiante que **toma un desequilibrio de poder?** ☐

Por conducta física ☐
Usando expression verbal ☐
Usando expression escrita ☐
Usando medios electrónicos ☐

Físicamente hizo daño al estudiante o propiedad del estudiante ☐

Creó miedo razonable hacia el estudiante o miedo de daño a su(s) propiedades ☐

Es suficiente severo, persistente, o bastante penetrante que la acción o amenaza crea:

Un ambiente escolar amenazante ☐
Un ambiente escolar intimidado ☐
Un ambiente escolar abusivo ☐

Materialmente y substancialmente interrumpe el proceso educativo y la operación de la escuela ☐

Infrinje los derechos de la víctima en la escuela ☐

¿El acto fue cometido usando cualquier tipo de comunicación electrónica?

(Teléfono celular o cualquier otro teléfono, computadora, cámara, correo electronico, texto o mensaje instantáneo, aplicación de redes sociales, pagina del internet, o cualquier aplicación o comunicación del internet)

Si

No

¿Ocurrió el acto fuera de una actividad relacionada o parocinada con la escuela?

(Esta es una distinción importante por la razón que "David's Law" extiende la autoridad de los districtos escolares para incluir incidentes como ciberacoso que ocurren fuera de la escuela y fuera de un evento patrocinado o relacionado como una actividad de la escuela, siempre que cumpla con uno de los siguientes criterios.)

No

En propiedad de la escuela ☐
En una actividad patrocinada o relacionada con la escuela (dentro o fuera de escuela) ☐
En camión de la escuela o cualquier vehículo de transporte para estudiantes ☐

Si

¿El acto interfirió con las oportunidades educacionales de el estudiante; o substancialmente interrumpió la orden de operación de la clase, escuela, o una actividad relacionada o patrocinada por la escuela?

Si

No

SI, ES ACOSO

(Ciberacoso es acoso)

Conforme con la ley, si el acto **NO CUMPLE** con la criteria, no esta bajo la autoridad del distrito escolar.

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Translated in spanish by Administrative Services at SISD
Oct.2017

Roles and Responsibilities

Student:

- Treating each other respectfully
- Refusing to bully others
- Refusing to let others be bullied (be an Upstander)
- Refusing to watch, laugh, or join in when someone is being bullied
- Trying to include others in play, especially those who are left out
- Reporting bullying to an adult

Parent:

- Encouraging your child not to engage in harmful teasing
- Listening to your child if he/she reports being bullied
- Report signs of bullying to your school teacher or principal
- Encouraging your child not to exclude others or spread rumors or gossip
- Supporting the school if your child is identified as having engaged in bullying behavior
- Helping your child to understand how hurtful it feels to be excluded, bullied, or harassed
- Be proactive in monitoring your child's use of technology, including social media, messaging apps, and online gaming platforms

Staff:

- Setting clear expectations for students and establishing school and classroom routines
- Creating safe school and classroom environments for all students
- Using appropriate and positive responses and reinforcement, even when students require discipline
- Using positive behavioral supports
- Encouraging adults to develop positive relationships with students
- Modeling, teaching, and rewarding pro-social, healthy, and respectful behaviors
- Not tolerating teasing or put downs of any form in your class
- Using positive approaches to behavioral health, including collaborative problem-solving, conflict resolution training, teamwork, and positive behavioral supports that aid in social and emotional development
- Using the Internet safely; and
- Supporting students' interest and participation in non-academic and extracurricular activities, particularly in their areas of strength
- Closely observing students during passing times, recess, and lunch

Administrator:

- Closely observing students during passing times, recess, and lunch
- Watching for signs of bullying and stopping it when it happens
- Taking parent concerns seriously
- Documenting/reporting all instances of bullying to the principal or his/her designee
- Providing immediate consequences for retaliation against students who report bullying and report this action to the principal/designee

- Engaging in professional development activities to learn more about bullying

-

Counselor:

- Take an active and leading role in promoting bullying prevention
- Model, teach, and reward pro-social, healthy, and respectful behaviors
- Meet with the accused and victim
- Promote and model the use of respectful language
  Foster an understanding of and respect for diversity and difference

- Use positive behavioral intervention strategies
- Teach students skills including positive communication, anger management, empathy for others, respect, civility, and manners
- Provide counseling for all parties as needed

Procedures for Reporting or Responding to Bullying and Retaliation

Reporting Bullying or Retaliation

Reports of bullying or retaliation may be made by staff, students, parents or guardians, or others, and may be oral or written. Oral reports made by or to a staff member shall be recorded in writing. A school or district staff member is required to report immediately to the principal or designee any instance of bullying or retaliation the staff member becomes aware of or witnesses. Reports made by students, parents or guardians, or other individuals who are not school or district staff members, may be made anonymously through the STOPit App. The school or district will make a variety of reporting resources available to the school community including, but not limited to, a Bullying Incident Reporting/Complaint Form available on the district website and in each of the school's main offices. Additionally, members of the school community may also contact the principal by phone or school email.

Research has clearly shown that it is ineffective to bring a student who is being bullied together with the student who is doing the bullying for the purpose of mediating the dispute. However, each case is unique and should be addressed with sensitivity to the safety and welfare of the students involved.

Anonymous Reporting

Texas Education Code 37.0832 requires school districts to adopt a policy that prohibits in school or out of school bullying, prohibits retaliation against a person who reports bullying, and establishes a procedure for students to anonymously report any incidences of bullying.

The San Benito CISD provides access for all students to make an anonymous report through its STOPit App. Information may be found on each campus website.

I. First Incident (Refer to Flowchart):

If a teacher or other staff person recognizes, or perceives a report from a student regarding behavior, such as teasing, name calling, or excluding a student from group activities, etc. the student or students involved will be warned that such behavior is not allowed. The student should be told that, if this behavior occurs again the student would be sent to the principal or designee for further action.

When bullying is reported to a staff member, it is important to ask whether this behavior has happened previously. If there has been a history of chronic bullying, the staff member will ~~skip Step One and~~ consult with the principal /designee for further action.

When a warning is given, the staff member should document on Branching Minds that such a warning and or intervention has taken place. ~~A teacher reporting bullying to the~~

~~***office should use the Bullying Incident Reporting/ Complaint Form, completing the identifying information.***~~

II. Second Incident:

The principal/designee will review school expectations and rules with the student, and a problem- solving conference is held. The parents of the student will be called and notified. The student and parents are told that any subsequent referrals for bullying or any retaliation against those who brought the matter to the attention of staff, will be followed by disciplinary

consequences. If the bullying behavior is judged to be severe, the principal/designee always has the option to dispense a disciplinary consequence, even upon the initial referral to the office.
~~*For more severe bullying cases, administration reserves the right to go to Step 2-5.~~
* For more severe bullying cases, administration will follow the discipline matrix as applicable.

Ⅲ. Third - Fifth Incident:
The principal/designee will contact the parents to set up a parental conference. The student will receive a disciplinary consequence which could range from detention to out of school suspension, depending upon the severity of the behavior. At the parental conference, bullying will be addressed, and a remedial plan may be formulated. Appropriate community-based interventions or counseling will also be considered.
~~*For more severe bullying cases, administration reserves the right to go to Step 2-5.~~
* For more severe bullying cases, administration will follow the discipline matrix as applicable.

Reporting and Record Keeping

The principal/designee will keep a written record of all children referred to the office for bullying behavior utilizing the Bullying Incident Reporting Form. (See attached)
This information will be maintained in a district database.
*In cases where disciplinary action becomes necessary, a due process investigation will precede any such action.

Bullying Documentation Form

Taking a Report - The Four-A-Response Process
Use the following process when a student reports bullying:

1. Affirm the student's feelings.
   · You were right to talk to an adult.
   · I'm glad you asked for help with this.
2. Ask questions.

· Tell me more about what happened
· Use our bully definition to sort it out (happened before?)
· Did anyone else see/hear what happened? (witnesses)

3. Assess the student's safety.
   · Determine what the student needs in order to feel safe now.
4. Act.
   · Problem solve with student to prevent future issues
   · Tell student what will happen next
   · Provide consequences for regular rule violations/ behavior problems (just as you always have)

SAN BENITO SCHOOLS

Anti-Bullying Contract Student and Parent/Guardian Agreement

Everyone has the right to feel physically and emotionally safe at school. I will do everything I can personally, as a member of my school's community, to create and preserve a physically and emotionally safe environment.

Student's responsibility:

I commit that I will not bully my peers.

When I witness bullying, I will report it to an adult staff member.

Parent/Guardian's responsibility:

I commit to encouraging my child to always respect others. I have instructed my child not to bully. I have advised my child to report any bullying to an adult staff member.

We understand that Bullying will result in disciplinary action.

Student's Name	Grade/ID Number	Date

Parent/Guardian Signature	Date

Toda persona tiene derecho a sentirse físicamente y emocionalmente seguro en la escuela. Yo hare todo lo que puedo personalmente, como miembro de mi comunidad escolar, para crear y preservar un ambiente físico y emocionalmente seguro.

La responsabilidad del estudiante:

_____Yo me comprometo que no voy a intimidar a mis compañeros.

Cuando soy testigo de la intimidación, se lo informe a un miembro adulto del personal.

Responsabilidad del padre/tutors:
Me comprometo a alentar mi hijo a respetar siempre a los demás. He dado instrucciones a mi hijo de no intimidar. He aconsejado a mi hijo para informar de cualquier intimidación a un miembro adulto del personal.

Entendemos que el acoso de intimidaciónpuede resultar en acción disciplinaria.

Nombre de Alumno/a	Grado/ID Number	Fecha

Firma de Padres/tuto	Fecha

SAN BENITO SCHOOLS

Proactive Anti-Bullying Documentation

San Benito CISD policy prohibits bullying during school-sponsored education programs; while in school, on school property or at designated school bus stops; and through the transmission of information from a school computer, a school computer network or other similar electronic school equipment. A person is bullied when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more other persons, and he or she has difficulty defending themselves. The exact policy reads as follows: FFI (LOCAL)

Definition: Bullying occurs when a student or a group of students engages in written or verbal expression or physical conduct that:

1. Will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

If you feel you have been a victim of bullying please contact/inform your teacher, counselor, asst. prin., dean, principal or any adult staff member.

NUMBER OF BULLYING INCIDENTS

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY
DATE												
INITIAL												

Bullying Prevention Intervention Conference Documentation

San Benito CISD policy prohibits bullying during school-sponsored education programs; while in school, on school property, or at designated school bus stops; and through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment. A person is bullied when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more other persons, and he or she has difficulty defending themselves. With respect to electronic communications made off-campus or through non-District equipment, students can only be disciplined for such communication if a sufficient "nexus" (connection) exists between the communication and the school community.

Consequences and Further Education of Involvement with Bullying

For more severe bullying cases, administration reserves the right to go directly to Step 2 – 5

* For more severe bullying cases, administration will follow the discipline matrix as applicable.

Step 1: _____Incident Date
Meet with child
Parent contact Date & Time: _____
Document intervention on Bullying Incident Reporting/Complaint Form

Step 2: _____Incident Date
Meet with the child and parent Date & Time: _____school/home visit
Reiterate Issue/disciplinary consequences (warning/detention)
Include social worker, psychologist, SRO, school counselor as needed
Document/update intervention on Bullying Incident Reporting/Complaint Form
Student and parent sign bullying contract Date Signed: _____

Step 3: _____Incident Date
Meet with the child and parent Date & Time: _____school/home visit
In school suspension
Document/update intervention on Bullying Incident Reporting/Complaint Form
Include social worker, psychologist, SRO, school counselor as needed
Referral to social worker and/or school counselor
Parent signs counseling permission form

Step 4: _____Incident Date
Meet with the child and parent Date & Time: _ _____ school/home visit
In-school suspension/out of school suspension

Document/update intervention on Bullying Incident Reporting/Complaint Form
Include social worker, psychologist, SRO, school counselor as needed
Referral to social worker and/or school counselor

Step 5: _____Incident Date

Meet with child and parent Date & Time: _____school/home visit
Alternative classroom assignment
Document/update intervention on Bullying Incident Reporting/Complaint Form
Disciplinary action for one calendar year Date Signed: _____

San Benito CISD Bullying Incident Reporting/Complaint Form

Report of the Incident @ Campus_____

1. Information about the Incident:

Reported by:_____ Date: _____

Please identify the alleged aggressor: _____ID#_____

Check: □Student's Grade____ □Staff _____□Other _____

Please identify the person(s) targeted by the aggressor: _____

Check: □Student's Grade ____ □Staff _____□Other _____

Date(s) of incident: _____

Time when incident(s) occurred: _____

Incident location (be as specific as possible): _____

Type of Harassment Alleged: □Verbal □Written □Physical □Electronic

□ Racial □Sexual □Religious □Disability □Other (describe)_____

2. Witnesses (List people who saw the incident or have relevant information about the incident):

Name: _____ □Student □ Staff □ Other

Name: _____ □Student □ Staff □ Other

Name: _____ □Student □ Staff □ Other

3. Description of the Incident. Check all that apply. Inappropriate behaviors observed by adult witnesses include:

□ Name Calling
□ Stalking
□ Inappropriate Gesturing
□ Damaging Property
□ Writing/Graffiti
□ Threatening
□ Taunting/Ridiculing
□ Inappropriate Touching
□Spitting
□Demeaning Comments
□Stealing
□Flashing a Weapon
□Shoving/Pushing
□Hitting/Kicking
□Cyber-Bullying
□Intimidation/Extortion

4. Describe the incident in detail, including the name of the person involved, what was said and done, specific words used. Use additional paper if necessary, or attach printouts/copies of notes/websites/etc.

□ Yes, the incident involved physical injury.

□ No, physical injury was not involved.

Is there any physical evidence?

□ Graffiti □Notes □E-mail □ Web sites □Video/audiotape □Phone Messages □Other

FOR ADMINISTRATIVE USE:

II. INVESTIGATION

1. Investigator: _____ Position: _____

2. Interviews:

□Interviewed Aggressor Name: _____ Date: _____

□ Interviewed Target Name: _____ Date: _____

□ Interviewed Witnesses Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

3. Prior documented incidents by the aggressor: □Yes □No Dates: _____

If yes, has aggressor targeted this victim/group previously? □Yes □ No

Any previous incidents with findings of bullying or harassment? □ Yes □No

4. Summary of investigation: Use additional paper or attach to this document if needed.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

III. CONCLUSIONS FROM INVESTIGATION:

1. Did the incident have any of the following features:

Feature	Yes	No
Threat to someone's physical safety		
Sexual harassment		
Threat or harassment based on race, class, gender, sexual orientation, disability, or other protected status		
Repeated cyberbullying after earlier intervention		
Image or audio/video record of harassment		
Other notable feature (please list):		

2. Did the incident substantially disrupt the learning environment or infringe on the rights of students and/or staff? If yes, please describe how, using as much detail as possible. -

□Yes □No

_____

_____

_____

3. Finding: □Yes, this was: OR □No, this was not.

□ Bullying □Incident documented as _____

□ Harassment □Discipline referral only _____

4. Contacts

□Contacted target's parent/guardian □Contacted aggressor's parent/guardian

□ Police □Principal □School □Counselor □Assistant Principal

□Other: _____

5. Action(s) Taken:

□ Schedule Change □ Reprimand □ Detention

□ In School Suspension □ Off Campus Suspension

□ Counselor Referral □ Parent/Student Conference □ DAEP Placement

□ Contacted Police □ Denial of Bus Privileges

□Other: _____

Bullying Prevention Student Contract

_____agrees that he/she will not participate or engage in any bullying activity on or off school property in which the conduct may reasonably carry over into the school setting and/or interfere with the educational process.

I understand the definition of bullying/cyber-bullying to be:

- Any aggressive or negative gesture, or written, verbal or physical act that places another student in reasonable fear of harm to his or her person or property
- Any aggressive or negative gesture, or written, verbal or physical act that has the effect of insulting or demeaning any student in such a way as to disrupt or interfere with the school's educational mission or the law or regulation
- Any assertion of physical or psychological power over, or cruelty to another student
- Any behaviors including but not limited to pushing, hitting, threatening, name-calling or other physical or verbal conduct of a belittling or intimidating nature
- Any transmission of information intending to coerce, intimidate, harass, or cause emotional distress to a person via text/data messages, instant messages, e- mail, and social networking sites to included, but not limited to Facebook, Twitter (X), Instagram, Tik Tok, and Snapchat.

The school agrees to utilize interventions to educate students on how to prevent bullying.

This contract is in place for one calendar year from the date of the last incident.

I, the undersigned, have read, agree with, acknowledge and understand the expectation and potential consequences for my child. I further understand that if my child continues to demonstrate and participate in bullying behavior a disciplinary action may be imposed.

_____ _____
Student's Signature Date

_____ _____
Parent's Signature Date

_____ _____
Administrator's Signature Date

Resources

Stop Bullying Now: http://www.stopbullyingnow.com/

Connect with Kids: The Power to Change @ http://www.connectwithkids.com/

Bullying Prevention @ http://www.ncpc.org/newsroom/current-campaigns/bully-prevention

Stop Bullying @ http://www.stopbullying.gov/

Teach Safe Schools Bullying Prevention @ http://www.teachsafeschools.org/bullying-prevention.html

National Bullying Prevention Center @ http://www.pacer.org/bullying/bpaw/bullyvids.asp

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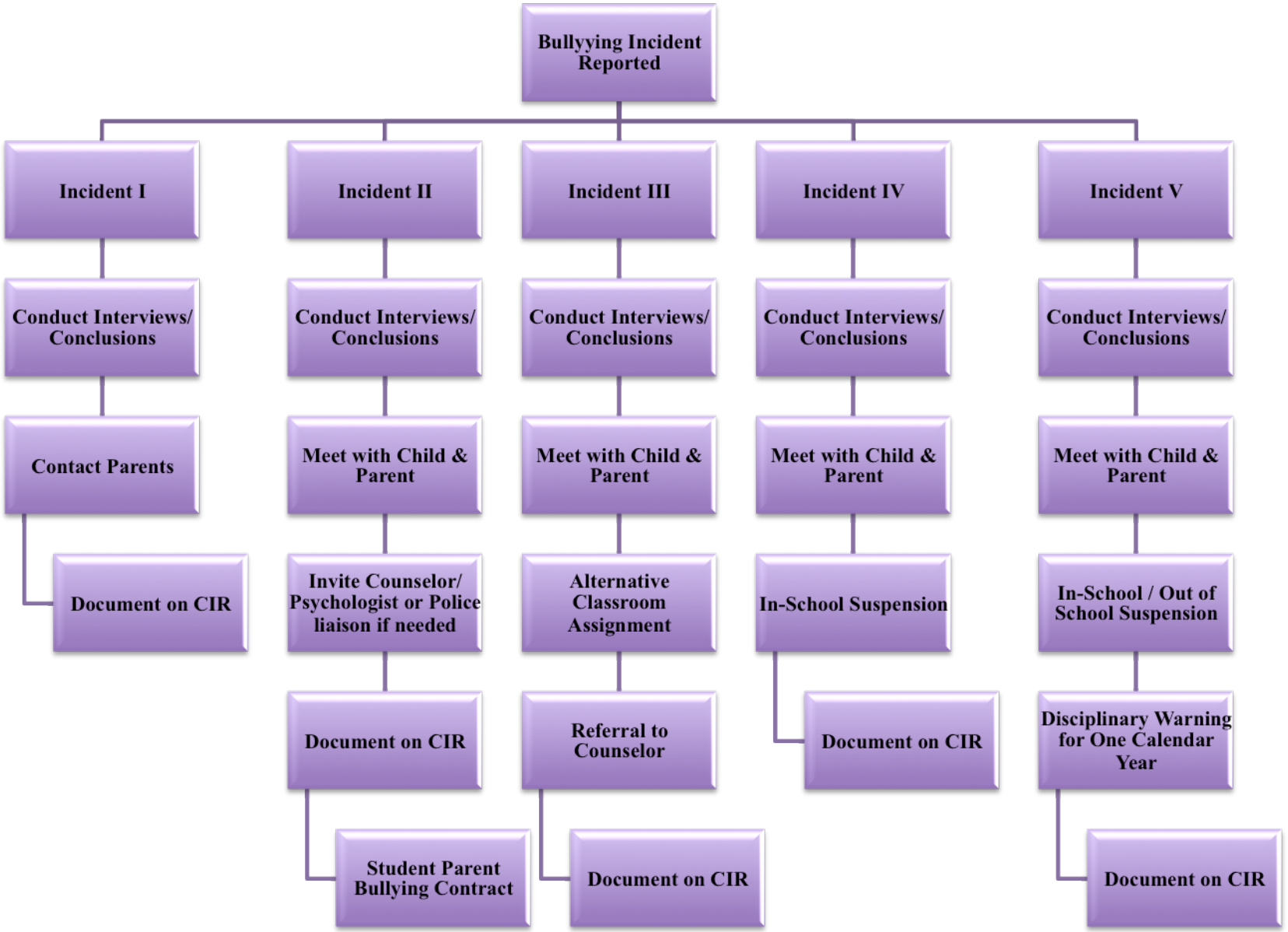

For more severe bullying cases, administration reserves the right to go to step 2-5

The District's Code of Conduct may be applied at any time.

Request Approval of Cash Account Report for July 2025

Superintendent's Recommendation:
Presented by Christopher Cortez, Interim Chief Financial Officer /Accounting Director

Rationale:
Presenting the Cash Account Report for July 2025

Paperwork Impact:
N/A

Budgetary Information:
N/A

Resource Personnel:
Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director

Board Policy Reference and Compliance:
(CFA) Local

Board Meeting Date: August 13, 2025

San Benito CISD
Cash & Investment Balances
August 2025

CASH ACCOUNT	BALANCE
First Community Bank Accounts	
General Operating Account #8078	$2,003,020.64
Escrow Tax Fund Account #3289	$22,129.15
Payroll Fund #3262	$2,146,346.29
Student Activity Account #3270	$168,583.67
Interest and Sinking Account #8086	$39,868.28
Scholarship Fund Account #3327	$124,708.99
CTE Account #8329	$4,165.07
Construction Project Account #8337	$100.99
Cash Accounts Balance	**$4,508,923.08**
INVESTMENT ACCOUNTS	
First Public Investment Account	
Activity Accounts	$477,717.30
Employee Group Health Ins Account	$152.66
General Fund Corporate Overnight Plus Fund	$231.28
General Fund Corporate Overnight Fund	$22,295,482.07
San Benito CISD Construction Corporate Overnight Fun	$30,218,995.84
Scholarship	$16,533.74
Texas Class Investment Account	
Construction Fund Account #0001	$50.42
Debt Service Fund Account# 0002	$2,729,144.99
General Fund Account# 0005	$104,937.35
Falligant Trust Account# 0008	$7,307.24
Group Health Insurance Account# 0010	$943,424.86
Schwab Investments-Value Changes with Market	
General Fund	$5,683,921.70
Investment Accounts Balance	**$62,477,899.45**
TOTAL CASH AND INVESTMENT BALANCE	**$66,986,822.53**

Request Approval of Comparison of Revenue and Expenditures to Budget Report for July 2025

Superintendent's Recommendation:
Presented by Christopher Cortez, Interim Chief Financial Officer /Accounting Director

Rationale:
Presenting the Comparison of Revenue and Expenditures to Budget Report for July 2025

Paperwork Impact:
N/A

Budgetary Information:
N/A

Resource Personnel:
Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director

Board Policy Reference and Compliance:
(CFA) Local

Board Meeting Date: August 13, 2025

SAN BENITO CISD

Comparison of Revenues to Budget

as of July 2025

GENERAL OPERATING FUND	Revenue Budget	Current Realized	YTD Realized	Balance	%age
101 - Child Nutrition Program Revenue	9,506,669.00	23,516.55	23,516.55	9,483,152.45	0.25%
161 - Athletics Revenue	907,150.00	9,740.00	9,740.00	897,410.00	1.07%
162 - Band Revenue	398,568.00	0.00	0.00	398,568.00	0.00%
163 - Choir Revenue	140,291.00	0.00	0.00	140,291.00	0.00%
199 - Local Maintenance Revenue	112,723,352.00	684,169.35	684,169.35	112,039,182.65	0.61%
Total General Operating Funds	**123,676,030.00**	**717,425.90**	**717,425.90**	**122,958,604.10**	**0.58%**
INTEREST AND SINKING FUND					
598 - Lease Escrow - LED	269,749.00	0.00	0.00	269,749.00	0.00%
599 - Debt Service Fund Revenue	6,663,172.00	62,311.61	62,311.61	6,600,860.39	0.94%
Total Interest & Sinking Funds	**6,932,921.00**	**62,311.61**	**62,311.61**	**6,870,609.39**	**0.90%**
GRAND TOTAL ALL REVENUES	**130,608,951.00**	**779,737.51**	**779,737.51**	**129,829,213.49**	**0.60%**
CAPITAL PROJECTS					
626 - Capital Projects Fund Revenues	0.00	112,948.70	112,948.70	(112,948.70)	
626 - Capital Projects Fund Fund Balance	30,106,158.55	0.00	30,106,158.55	-	100.00%
Total Capital Projects Funds	**30,106,158.55**	**112,948.70**	**30,219,107.25**	**(112,948.70)**	**100.38%**

** Prior Year Interest Revenue Earned = $ 3,543,194.36

SAN BENITO CISD

Comparison of Expenditures to Budget

as of July 2025

GENERAL OPERATING FUND	Budget	Encumbrance	Current Expenditure	YTD Expenditure*	Balance	%age
101 - Child Nutrition Program	10,510,982.00	167,757.39	69,379.53	69,379.53	10,273,845.08	2.26%
161 - Athletics	907,150.00	90,269.25	3,770.01	3,770.01	813,110.74	10.37%
162 - Band	398,568.00	29,845.71	23,718.24	23,718.24	345,004.05	13.44%
163 - Choir	140,291.00	2,240.00	3,049.14	3,049.14	135,001.86	3.77%
199 - Local Maintenance	115,867,608.00	7,456,080.45	2,545,345.46	2,545,345.46	105,866,182.09	8.63%
Total General Operating Funds	**127,824,599.00**	**7,746,192.80**	**2,645,262.38**	**2,645,262.38**	**117,433,143.82**	**8.13%**
INTEREST AND SINKING FUND						
598 - Lease Escrow - LED	269,749.00	269,749.00	0.00	0.00	-	100.00%
599 - Debt Service Fund	6,663,172.00	6,615,172.00	718.85	718.85	47,281.15	99.29%
Total Interest & Sinking Funds	**6,932,921.00**	**6,884,921.00**	**718.85**	**718.85**	**47,281.15**	**99.32%**
GRAND TOTAL EXPENSES	**134,757,520.00**	**14,631,113.80**	**2,645,981.23**	**2,645,981.23**	**117,480,424.97**	**12.82%**
CAPITAL PROJECTS FUND						
626 - Capital Projects Fund	30,219,107.25	8,500.00	0.00	0.00	30,219,107.25	0.00%
Total Capital Project Fund	**30,219,107.25**	**8,500.00**	**0.00**	**0.00**	**30,219,107.25**	**0.00%**

Request Approval of Tax Collection Report for July 2025

Superintendent's Recommendation:

Presented by Christopher Cortez, Interim Chief Financial Officer / Accounting Director

Rationale:

Presenting the Tax Collection Report for July 2025

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director

Board Policy Reference and Compliance:

(CFA) Local

Board Meeting Date: August 13, 2025

SAN BENITO CISD
2025-2026 TAX COLLECTIONS REPORT
AS OF July 2025

	2025 July COLLECTIONS	YTD CURRENT YEAR 2025-2026	2024 July COLLECTIONS	YTD PRIOR YEAR 2024-2025
TAX LEVY		**$ 16,935,061.33**		**$ 14,895,440.97**
YTD LEVY ADJUSTMENTS		(976,779.30)		(519,162.05)
ADJUSTED TAX LEVY		**15,958,282.03**		**14,376,278.92**
CURRENT TAX COLLECTIONS	$136,366.96	$136,366.96	$123,708.00	$123,708.00
PENALTY & INTEREST	$34,720.82	$34,720.82	$22,078.43	$22,078.43
DISCOUNT	0.00	0.00	$0.00	0.00
NET CURRENT TAX COLLECTIONS	**$171,087.78**	**171,087.78**	**$145,786.43**	**$145,786.43**
DELINQUENT	$34,295.31	$34,295.31	$28,471.47	$28,471.47
PENALTY & INTEREST	$20,183.88	$20,183.88	$12,167.20	$12,167.20
DISCOUNT	0.00	0.00	$0.00	0.00
CC TAX COLLECTION FEES	($3,100.85)	($3,100.85)	($1,987.72)	($1,987.72)
NET DELINQUENT TAX COLLECTIONS	**51,378.34**	**51,378.34**	**38,650.95**	**$38,650.95**
TOTAL COLLECTIONS				
PROPERTY TAXES	$170,662.27	170,662.27	$152,179.47	$152,179.47
PENALTY & INTEREST	$54,904.70	54,904.70	$34,245.63	$34,245.63
DISCOUNT	0.00	0.00	$0.00	0.00
CC TAX COLLECTION FEES	(3,100.85)	(3,100.85)	(1,987.72)	(1,987.72)
TOTAL CURRENT & DELINQUENT	**222,466.12**	**222,466.12**	**184,437.38**	**$184,437.38**

DISTRIBUTIONS BY FUNDS	**BASE ONLY**
MAINTENANCE & OPERATION	$163,218.18
INTEREST & SINKING	$59,247.94
TOTAL MONIES COLLECTED BY FUNDS	**$222,466.12**

Percent of collections to levy as of July 31, 2025 (FIRST Indicator) 93.31%

Percent of collections to levy as of Julu 31, 2024 (FIRST Indicator) 92.74%

Request Approval of Check Disbursements Report for July 2025

Superintendent's Recommendation:
Presented by Christopher Cortez, Interim Chief Financial Officer /Accounting Director

Rationale:
Presenting the Check Disbursements Report for July 2025

Paperwork Impact:
N/A

Budgetary Information:
N/A

Resource Personnel:
Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director

Board Policy Reference and Compliance:
(CFA) Local

Board Meeting Date: August 13, 2025

SAN BENITO SCHOOLS

CHECK REGISTER
August 2025

General Fund AP Checks	$662,652.83
Student Activity Checks	$16,474.28
Construction Projects	$0.00
Scholarship Checks	$22,500.00
Payroll Checks	$6,030,049.79
Payroll Liability Checks	$1,601,787.80
TOTAL OF ALL CHECKS	$8,333,464.70

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
796908	T-Bec Restaurants, Inc.	Summer Camp Field Trip - Pirate's Landing Fishing Pier	07/15/2025	06/18/2025	392.00
797105	T S P R A	Professional Membership SY 2025-2026	07/09/2025	07/09/2025	255.00
797106	Texas Bandmasters Association	SBHS Band Dept. - TBA Conference Registration Fees	07/09/2025	07/09/2025	2,700.00
797139	Julio Andres Barrera	SBHS Band Dept. - Per Diem/Mileage Reimb. for HS	07/10/2025	07/10/2025	400.98
797140	MARIELY KEREN CASTILLO	SBHS Band Dept. - Per Diem/Mileage Reimb. for BC	07/10/2025	07/10/2025	331.98
797141	MANUEL CERDA III	SBHS Band Dept. - Per Diem/Mileage Reimb. for RMS	07/10/2025	07/10/2025	331.98
797142	NOE GARCIA III	SBHS Band Dept. - Per Diem/Mileage Reimb. for HS	07/10/2025	07/10/2025	262.98
797143	RAFAEL GARCIA	SBHS Band Dept. - Per Diem/Mileage Reimb. for HS	07/10/2025	07/10/2025	262.98
797144	RAUL GARZA III	SBHS Band Dept. - Per Diem/Mileage Reimb. for RMS	07/10/2025	07/10/2025	400.98
797145	Grand Hyatt San Antonio	SBHS Band Dept. - Lodging expenses for HS Band	07/10/2025	07/10/2025	324.16
797146	DAVID JIMENEZ JR	SBHS Band Dept. - Per Diem/Mileage Reimb. for BC	07/10/2025	07/10/2025	400.98

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797147	La Quinta Inn & Suites	SBHS Band Dept. - Lodging expenses for RMS Band	07/10/2025	07/10/2025	626.98
797148	La Quinta Inn & Suites	SBHS Band Dept. - Lodging expenses for HS Band	07/10/2025	07/10/2025	313.50
797149	La Quinta Inn & Suites	SBHS Band Dept. - Lodging expenses for HS Band	07/10/2025	07/10/2025	313.50
797150	ALEJANDRO MARTINEZ	SBHS Band Dept. - Per Diem/Mileage Reimb. for MJ	07/10/2025	07/10/2025	331.98
797151	JAVIER MORAN JR	SBHS Band Dept. - Per Diem/Mileage Reimb. for MJ	07/10/2025	07/10/2025	331.98
797152	JORGE MUJICA JR	SBHS Band Dept. - Per Diem/Mileage Reimb. for HS	07/10/2025	07/10/2025	331.98
797153	ALFREDO FREDRICO PEREZ JR	TASA First-Time Superintendent Academy	07/10/2025	07/10/2025	646.39
797154	DULCE RODRIGUEZ	SBHS Band Dept. - Per Diem/Mileage Reimb. for HS	07/10/2025	07/10/2025	331.98
797155	PEGGY LEE ROSA	TASA First-Time Superintendent Academy	07/10/2025	07/10/2025	300.65
797156	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for HS/RMS Band	07/10/2025	07/10/2025	798.34
797157	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for HS Band	07/10/2025	07/10/2025	466.08

Checks Issued

Bank Account: General — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797158	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for BCMS Band	07/10/2025	07/10/2025	621.43
797159	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for BC/RMS Band	07/10/2025	07/10/2025	632.80
797160	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for BCMS Band	07/10/2025	07/10/2025	466.08
797161	San Antonio Marriott Riverwalk Hotel	SBHS Band Dept. - Lodging expenses for MJMS Band	07/10/2025	07/10/2025	466.08
797162	JAMES RYAN SPENCE	SBHS Band Dept. - Per Diem/Mileage Reimb. for BC	07/10/2025	07/10/2025	331.98
797163	BARBARA JEAN TAPIA	SBHS Band Dept. - Per Diem/Mileage Reimb. for RMS	07/10/2025	07/10/2025	400.98
797164	Shiva San Antonio, LLC	SBHS Band Dept. - Lodging expenses for MJMS Band	07/10/2025	07/10/2025	461.92
797192	Susan Depau	Mrs. Susan Depau attended The AP Environmental	07/16/2025	07/16/2025	249.80
797193	GARY EDWARD DOMINGUEZ	Meal per diem for ATAT 2025 Conference, July 21-25,	07/16/2025	07/16/2025	283.50
797194	Eddie Garcia	Meal per diem for ATAT 2025 Conference, July 21-25,	07/16/2025	07/16/2025	283.50
797195	LUIS D GONZALES JR	Mileage & Per Diem NSPRA 2025 National Seminar	07/16/2025	07/16/2025	489.27

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797196	ALBERTO G MERCADO	Teacher meal per diem for ASE Instructor Training, July	07/16/2025	07/16/2025	283.50
797197	DIANDRA MARIE PADILLA	Per diem for Diandra M Padilla for Coaches Clinic July	07/16/2025	07/16/2025	241.50
797198	Region One Education Service Center	Original PO #7012500151	07/16/2025	07/16/2025	300.00
797199	NORMA LINDA RODRIGUEZ	Per diem for Norma Rodriguez for Coaches Clinic July	07/16/2025	07/16/2025	241.50
797209	Auto Zone Stores Inc	OPEN PO FOR FOR IN HOUSE MECHANIC	07/16/2025	07/16/2025	342.84
797210	B & H Photo Video	Various Supplies (KSBG TV Quote No 1120218328)	07/16/2025	07/16/2025	3,430.50
797211	Burton Auto Supply Inc	VENDOR SERVICE FOR THE LIFT ON T1	07/16/2025	07/16/2025	127.98
797212	Cameron County Tax Office	TEXAS STATE VEHICLE REGISTRATION RENEWALS	07/16/2025	07/16/2025	7.50
797213	Cameron County Tax Office	TEXAS STATE VEHICLE REGISTRATION RENEWALS	07/16/2025	07/16/2025	7.50
797214	Cameron County Tax Office	TEXAS STATE VEHICLE REGISTRATION RENEWALS	07/16/2025	07/16/2025	7.50
797215	Cameron County Tax Office	TEXAS STATE VEHICLE REGISTRATION RENEWALS	07/16/2025	07/16/2025	7.50

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797216	Cameron County Tax Office	TEXAS STATE VEHICLE REGISTRATION RENEWALS	07/16/2025	07/16/2025	7.50
797217	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/16/2025	07/16/2025	22.00
797218	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/16/2025	07/16/2025	22.00
797219	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/16/2025	07/16/2025	22.00
797220	Carrier Enterprise, LLC -SC	REPLACEMENT PART FOR CHILLER #3 AT DR. CASH	07/16/2025	07/16/2025	28,512.07
797221	Fleetpride	BOARD APPROVED 6/25/2025	07/16/2025	07/16/2025	33,796.00
797222	Frontline Education	RENEWAL OF INSTRUCTIONAL MATERIALS	07/16/2025	07/16/2025	22,624.98
797223	Holt Truck Centers of Texas LLC	BOARD APPROVED 6/25/2025	07/16/2025	07/16/2025	172.89
797224	Jude Forstner	ANNUAL AUDIOMETER CALIBRATIONS	07/16/2025	07/16/2025	1,409.00
797225	Jurex, LLC	LEGAL BOOK SERIES FOR NURSES	07/16/2025	07/16/2025	1,445.00
797226	Lamar Companies	Billboard Poster on Sam Houston	07/16/2025	07/16/2025	15,183.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797227	Mc Coy's Building Supply	OPEN PO FOR IN HOUSE MECHANIC FOR SCHOOL	07/16/2025	07/16/2025	691.25
797228	Mobile Relays Partners LTD	OPEN PO FOR FOR MONTHLY AIRTIME RADIO	07/16/2025	07/16/2025	325.00
797229	ODP Business Solutions, LLC	HEALTH SERVICES SUPPLIES	07/16/2025	07/16/2025	2,200.59
797230	O'REILLY AUTOMOTIVE SERVICES 510939	PURCHASE OF ITEMS FOR OIL CHANGES ON 2017	07/16/2025	07/16/2025	63.30
797231	O'REILLY AUTOMOTIVE STORES #159819	OPEN PO FOR FOR IN HOUSE MECHANIC FOR BUS	07/16/2025	07/16/2025	466.08
797232	Salus Education LLC	UNLICENSED DIABETES CARE ASSISTANTS	07/16/2025	07/16/2025	642.60
797233	Sherwin Williams Company	Paint Dept. -SBHS - (Paint)	07/16/2025	07/16/2025	3,617.54
797234	T A S B Inc	BoardBook Premier Subscription SY 2025-2026	07/16/2025	07/16/2025	2,500.00
797235	Texas Association Of Secondary	25-26 Membership Renewal Principal-TASSP- K. Turner	07/16/2025	07/16/2025	285.00
797236	Texas High School Coaches Assn	Registration/Membership for Softball Coaches for July	07/16/2025	07/16/2025	555.00
797237	V A T A T	Registration fee for ATAT 2025 Conference, July 21-25,	07/16/2025	07/16/2025	700.00

Checks Issued

Bank Account: General — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797238	VALIDATE ME INC c/o Elizabeth Llongueras	Transcript evaluation and record procurement services	07/16/2025	07/16/2025	225.00
797239	Wal-Mart Community BRC	Supplies for VMA 2025-2026 Fish Camp on jUly 31,	07/16/2025	07/16/2025	109.92
797240	American Express	BOARD APPROVED JUNE 25, 2025	07/23/2025	07/23/2025	4,440.00
797241	ALMA D BENAVIDEZ	Texas Educator Certification Examination Program Test	07/23/2025	07/23/2025	118.87
797242	GIOVANNA MONICA COVARRUBIAS	Texas Educator Certification Examination Program Test	07/23/2025	07/23/2025	118.87
797243	Hampton Inn Riverwalk	SBHS Choir Dept. - Lodging Expenses for RVMS Choir	07/23/2025	07/23/2025	1,265.40
797244	La Quinta Inn & Suites	SBHS Choir Dept. - Lodging Expenses for RVMS Choir	07/23/2025	07/23/2025	415.84
797245	Jorge Moreno	SBHS Choir Dept. - Mileage Reimb. for RVMS Choir	07/23/2025	07/23/2025	361.90
797246	Jorge Moreno	SBHS Choir Dept. - Meal Expenses for RVMS Choir	07/23/2025	07/23/2025	456.00
797247	Audrey M. Puente	Balloon Arches for SBCISD Leadership Retreat taking	07/23/2025	07/23/2025	738.52
797248	AllPlayers Network, Inc.	Renewal program for 2025-20296/Annual activities &	07/23/2025	07/23/2025	1,000.00

		Check #797240	**American Express**	**4,440.00**
Purchase Order Number	**Full Name**	**Description**		**Amount**
7282600006	Ricoh USA, Inc	BOARD APPROVED JUNE 25, 2025FOR DISTIRCTWIDE COPIERS;PRIOR PO #7282500015DIR-CI		2,120.00
7282600006	Ricoh USA, Inc	BOARD APPROVED JUNE 25, 2025FOR DISTIRCTWIDE COPIERS;PRIOR PO #7282500015DIR-CI		200.00
7282600006	Ricoh USA, Inc	BOARD APPROVED JUNE 25, 2025FOR DISTIRCTWIDE COPIERS;PRIOR PO #7282500015DIR-CI		2,120.00
				4,440.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797249	Reach for the Sky Bake Shop LLC	BREAKFAST FOR VIRTUAL REGION ONE SCHOOL	07/23/2025	07/23/2025	92.50
797250	Red Charter Buses, LLC	SBHS Band Dept. - Charter Buses for SBHS Band	07/23/2025	07/23/2025	4,800.00
797251	REW BEAUTY	(Reference PO# 8092500925)	07/23/2025	07/23/2025	900.00
797252	Rio Grande Baseball Chapter, TASO	Baseball Scrimmages @ SB Feb 2025	07/23/2025	07/23/2025	400.00
797253	Smartcom Telephone LLC	Telecommunication Services	07/23/2025	07/23/2025	3,857.25
797254	Texas Choral Directors Association	SBHS Choir Dept. - Registration fees for RVMS Choir	07/23/2025	07/23/2025	350.00
797255	Chuys Custom Sports	Polo Shirts with CNP logo for a Cafeteria District	07/23/2025	07/23/2025	2,935.16
797256	Rush Truck Centers of Texas LP	Rush Truck Center of Texas L.P.	07/23/2025	07/23/2025	1,737.14
797257	Sam's Club Direct Commercial	PURCHASE OF FOOD ITEMS AND NON FOOD ITEMS	07/23/2025	07/23/2025	880.23
797258	Advance Auto Parts	Battery for John Deere tractor located at Sonny Brazil	07/23/2025	07/23/2025	112.55
797259	AGUILAR'S MEAT MARKET #2 INC.	(Reference PO# 8092500973)	07/23/2025	07/23/2025	425.51

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797260	Amazon Capital Services	Certificates Board Meeting Recognitions & other items	07/23/2025	07/23/2025	2,561.70
797261	Apple Inc	APPLE COMPUTER FOR DIRECTOR OF	07/23/2025	07/23/2025	386.00
797262	Auto Zone Stores Inc	OPEN PO FOR FOR IN HOUSE MECHANIC	07/23/2025	07/23/2025	997.97
797263	BISD Athletic Dept / Sams Stadium	C/O GILBERT LEAL BISD INVITATIONAL VOLLEYBALL	07/23/2025	07/23/2025	350.00
797264	Burton Auto Supply Inc	OPEN PO FOR FOR IN HOUSE MECHANIC FOR BUS	07/23/2025	07/23/2025	541.18
797265	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/23/2025	07/23/2025	22.00
797266	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/23/2025	07/23/2025	-22.00
797267	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/23/2025	07/23/2025	22.00
797268	Cameron County Tax Office	VEHICLE REGISTRATION RENEWALS FOR	07/23/2025	07/23/2025	7.50
797269	Cameron County Tax Office	VEHICLE REGISTRATION RENEWALS FOR	07/23/2025	07/23/2025	7.50
797270	CLASSLINK, INC	ClassLink License	07/23/2025	07/23/2025	36,441.80

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797271	Data Recognition Corporation	preLAS Battery of Assessments for Identifying English	07/23/2025	07/23/2025	2,150.00
797272	Dealers Electrical Supply	HVAC REPLACEMENT PART FOR VETERANS'	07/23/2025	07/23/2025	2,479.95
797273	DJ SPYDER	(Reference PO# 8092500899)	07/23/2025	07/23/2025	7,740.00
797274	Donna High School	C/O JEWEL CUELLAR, HEAD VOLLEYBALL COACH	07/23/2025	07/23/2025	350.00
797275	Dr. ET and Company, LLC	REFERENCE BACK TO PO 8062500098	07/23/2025	07/23/2025	6,600.00
797276	Edlio LLC	Edlio Website CMS District Wide renewal	07/23/2025	07/23/2025	6,975.00
797277	Educational Enterprises Recording C	General Supplies - Choir Department	07/23/2025	07/23/2025	200.00
797278	El Gallito Mexican Restaurant	(Reference PO# 8092500980)	07/23/2025	07/23/2025	350.50
797279	Fleetpride	BOARD APPROVED 6/25/2025	07/23/2025	07/23/2025	116.95
797280	Gateway Printing	Maintenance Warehouse (Office Supplies Toner,	07/23/2025	07/23/2025	564.89
797281	Grainger Industrial Supplies	MJMS - (Spray Texture)	07/23/2025	07/23/2025	215.88

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797282	H E B Food Store	Summer Camp Culinary Class Supplies for Students	07/23/2025	07/23/2025	642.65
797283	Holt Truck Centers of Texas LLC	BOARD APPROVED 6/25/2025	07/23/2025	07/23/2025	4,065.31
797284	Insco Distributing Inc	SUPPLIES FOR HVAC REPARIS	07/23/2025	07/23/2025	1,512.53
797285	Interstate Battery System of the Rio Grande	BATTERIES FOR SPED BUS FLEET	07/23/2025	07/23/2025	1,710.00
797286	J Taylor Education Inc	Professional Development for District GT Teachers	07/23/2025	07/23/2025	12,750.00
797287	Jason's Deli	Meals for Board Meetings, SY 2025-2026	07/23/2025	07/23/2025	242.43
797288	Jess Creations	(Reference PO# 8092500898)	07/23/2025	07/23/2025	1,500.00
797289	Kaduceus Holdings Inc	Phlebotomy Program annual site license renewal for	07/23/2025	07/23/2025	3,900.00
797290	Kubo Print	Students Shirts for VMA 2025-2026 Fish Camp on July	07/23/2025	07/23/2025	3,498.00
797291	Mares Tires	REPLACEMENT TIRES NEEDED FOR MD-09 --	07/23/2025	07/23/2025	478.00
797292	Matheson Tri-Gas Inc	Cylinder rental/content for instructional use in welding	07/23/2025	07/23/2025	437.29

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797293	Mc Coy's Building Supply	OPEN PO FOR IN HOUSE MECHANIC FOR SCHOOL	07/23/2025	07/23/2025	88.57
797294	Amber Mendez	(Reference PO# 8092500972)	07/23/2025	07/23/2025	900.00
797295	Nelco	Blank Checks needed for Business Office -	07/23/2025	07/23/2025	734.58
797296	Noe's Mexican Cafe	LUNCH FOR VIRTUAL REGION ONE SCHOOL	07/23/2025	07/23/2025	136.39
797297	O'REILLY AUTOMOTIVE STORES	REPLACEMENT PARTS TO FIX M-07 -- MAINT DEPT	07/23/2025	07/23/2025	608.80
797298	O'REILLY AUTOMOTIVE STORES #159819	OPEN PO FOR FOR IN HOUSE MECHANIC FOR BUS	07/23/2025	07/23/2025	1,320.30
797299	School Technology Associates, Inc	Annual Licensing Skyward Qmlativ Clock Integration and	07/23/2025	07/23/2025	12,600.00
797300	Sharyland Independent School District	C/O CARMEN DE LA GARZA VOLLEYBALL TOURNEY	07/23/2025	07/23/2025	350.00
797301	Skyward Inc.	Board Approved June 25, 2024 (Agenda Item 8.7)	07/23/2025	07/23/2025	124,483.00
797302	T A S B Inc	Registration Fee for Webinar for Post-Legislative	07/23/2025	07/23/2025	100.00
797303	T E P S A	TEPSA 2025-2026 MEMBERSHIP	07/23/2025	07/23/2025	778.00

Checks Issued

Bank Account: General — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797304	TCG Administrators	Investment Advisory Management Fee:	07/23/2025	07/23/2025	1,250.00
797305	Texas Dept Of Licensing & Regulatio	SBHS Cosmetology school license renewal for 25-26	07/23/2025	07/23/2025	280.00
797306	The Flippen Group, LLC	Professional Development Consulting Services:	07/23/2025	07/23/2025	7,300.00
797307	V A T A T	Registration fee for ATAT 2025 Conference (virtual), July	07/23/2025	07/23/2025	350.00
797308	Wal-Mart Community BRC	Summer Camp Supplies	07/23/2025	07/23/2025	270.18
797309	World Wide Imaging Supplies	Toner Cardridges for Nurse's Printers,	07/23/2025	07/23/2025	3,380.70
797327	American Express	San Benito News annual subscription: CTE	07/31/2025	07/31/2025	30.00
797328	SAMANTHA BENAY ATKINSON-GONZALEZ	MILEAGE REIMBURSEMENT FOR REGION ONE	07/31/2025	07/31/2025	59.58
797329	Janette Bristow	MILEAGE REIMBURSEMENT	07/31/2025	07/31/2025	59.58
797330	AGEDA CANTU GARZA	MILEAGE REIMBURSEMENT FOR REGION ONE	07/31/2025	07/31/2025	59.58
797331	NANCY RAMIREZ CASAS	Mileage Reimbursement for Breakaway Cruises field trip	07/31/2025	07/31/2025	56.71

		Check #797327	American Express	30.00
Purchase Order Number	**Full Name**	**Description**		**Amount**
0222600036	San Benito News	San Benito News annual subscription: CTECIP goal 3		30.00
				30.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797332	City Of San Benito	ENCUMBRANCE WATER SERVICE JULY 2025 - JUNE	07/31/2025	07/31/2025	5,344.86
797333	CHRISTOPHER L CORTEZ	Region One - Finance & Operations Conference	07/31/2025	07/31/2025	359.80
797334	CASSANDRA MARIE ESPINO	Mileage and Meals Reimbursement for attendance 3rd	07/31/2025	07/31/2025	300.65
797335	BIANCA ESTRELLA GONZALES	MILEAGE REIMBURSEMENT FOR REGION ONE	07/31/2025	07/31/2025	59.58
797336	Pender's Music Company	SBHS Band Dept. - Music for RVMS Band Dept. Use	07/31/2025	07/31/2025	641.63
797337	Republic Services Inc	OPEN PURCHASE ORDER- DISPOSAL OF TRASH	07/31/2025	07/31/2025	853.86
797338	Rio Grande Concrete Accessories & S	CONCRETE SUPPLIES - MAINT DEPT	07/31/2025	07/31/2025	153.59
797339	Genoveva Rodriguez	Centerpieces for SBCISD Leadership Retreat taking	07/31/2025	07/31/2025	686.00
797340	T-Mobile USA, Inc.	High Capacity Router for KSBG Offsite Productions &	07/31/2025	07/31/2025	29.75
797349	Elite Promotions	Non Woven Tote Bags For all Cafeteria Employees	07/31/2025	07/31/2025	410.99
797350	H E B Food Store	Purchase of Food and Non Food items for Catering	07/31/2025	07/31/2025	291.35

Checks Issued

Bank Account: General — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797351	Hiland Dairy Foods Co. LLC-Conroe Plant	MILK ORDER FOR ALL DISTRICT CAFETERIAS FOR	07/31/2025	07/31/2025	3,393.56
797352	Labatt Food Service	GROCERY ORDER FOR CATERINGS	07/31/2025	07/31/2025	3,849.22
797353	4Imprint, Inc	2025-2026 PROMOS	07/31/2025	07/31/2025	1,774.99
797354	Advance Auto Parts	Maintenance Warehouse Non-Inventory Items	07/31/2025	07/31/2025	293.70
797355	Amazon Capital Services	Supplies for Back to School District Event (8/2/25)	07/31/2025	07/31/2025	3,061.53
797356	American Express	Signs for Professional Development	07/31/2025	07/31/2025	1,778.97
797357	Apple Inc	APPLE COMPUTER FOR DIRECTOR OF	07/31/2025	07/31/2025	1,478.00
797358	Armadillo Photo Supply	This PO will be used to purchase vinyl material which will	07/31/2025	07/31/2025	2,476.65
797359	Auto Zone Stores Inc	OPEN PO FOR FOR IN HOUSE MECHANIC	07/31/2025	07/31/2025	98.49
797360	Blanquitas Mexican Restaurant	Breakfast for SBCISD Leadership Retreat taking place	07/31/2025	07/31/2025	298.15
797361	Bob's Band Service	SBHS Band Dept. - Maint. & Repair of Instruments for	07/31/2025	07/31/2025	1,175.00

		Check #797356	American Express	30.00
Purchase Order Number	**Full Name**	**Description**		**Amount**
8122600016	Fastsigns	Signs for Professional DevelopmentRFP0724-GMSGoal 1: SBCISD will increase a		639.36
9332600010	O'REILLY AUTOMOTIVE STORES #159819	OPEN PO FOR FOR IN HOUSE MECHANIC FOR BUS FLEETRFP 0724-GMSFI.2.5 -		51.98
9362600025	Dealers Electrical Supply	ELECTRIC SUPPLIES - FRED BOOTH ELEM.RFP-0724-GMSFA.1 - STRATEGIC PRIO		97.40
9362600026	Dealers Electrical Supply	CAR WASH PUMP - MAINT DEPTRFP - 0724-GMSFA.1 - STRATEGIC PRIORITY 1:		137.41
9362600028	Dealers Electrical Supply	ELECTRICAL SUPPLIES - OSCAR DE LA FUENTERFP-0724-GMSFA.1 - STRATEGIC		78.26
9362600037	Matt's Building Materials Inc	CARPET FOR STAGE - MAINT DEPTFA.1 - STRATEGIC PRIORITY 1: SBCISD WILL I		74.56
9382600014	Superior Alarms	FIRE ALARM AND INTERCOME (PA) SYSTEM REPAIRSBUYBOARD# 751-21GOAL		615.00
9382600014	Superior Alarms	FIRE ALARM AND INTERCOME (PA) SYSTEM REPAIRSBUYBOARD# 751-21GOAL		85.00
				1,778.97

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797362	BorderLAN Security	ContentKeeper renewal	07/31/2025	07/31/2025	30,217.50
797363	Boswell-Elliff Ford	Replacement battery for 2016 Ford F250 truck (district	07/31/2025	07/31/2025	212.95
797364	Burton Auto Supply Inc	OPEN PO FOR FOR IN HOUSE MECHANIC FOR BUS	07/31/2025	07/31/2025	180.54
797365	Cameron County Tax Office	OPEN PO FOR VEHICLE REGISTRATIONS -	07/31/2025	07/31/2025	7.50
797366	Career and Technical Association of Texas	CTAT annual active leadership fee for CTE Director, Alan	07/31/2025	07/31/2025	175.00
797367	Comprehensive Training Center	21st Century Community Learning Centers Cycle 11	07/31/2025	07/31/2025	4,500.00
797368	Fifth Asset, Inc	2025 Tier 2 - Leases and Subscriptions	07/31/2025	07/31/2025	8,650.00
797369	El Gallito Mexican Restaurant	Lunch for SBCISD Leadership Retreat taking place on	07/31/2025	07/31/2025	1,019.40
797370	Enterprise Rent-A- Car - #TXS0331	Rental car for Softball coaches clinic July19-22, 2025/	07/31/2025	07/31/2025	978.81
797371	Everon, LLC	FIRE ALARM REPAIRS AT VETERANS' MEMORIAL	07/31/2025	07/31/2025	6,873.93
797372	Exploros, Inc	Instructional Resources	07/31/2025	07/31/2025	14,862.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797373	Flash Visual Media	SBHS Band Dept. - Flags for SBHS Band Dept.	07/31/2025	07/31/2025	4,207.00
797374	Fleetpride	BOARD APPROVED 6/25/2025	07/31/2025	07/31/2025	1,381.44
797375	Frontline Education	eSTAR RENEWAL FOR 2025-2026 SY	07/31/2025	07/31/2025	37,010.43
797376	Jennifer Gomez	Lunch for SBCISD Leadership Retreat taking place on	07/31/2025	07/31/2025	1,845.00
797377	Grainger Industrial Supplies	HOSE REPLACEMENT FOR IN HOUSE MECHANIC	07/31/2025	07/31/2025	29.65
797378	H and H Oil LP	USED OIL RECOVERY	07/31/2025	07/31/2025	35.00
797379	H E B Food Store	Maintenance Employee Meeting on 7-31-25 (Groceries-	07/31/2025	07/31/2025	875.36
797380	High Quality Customs LLC	Admin Retreat Shirts	07/31/2025	07/31/2025	1,703.00
797381	Holt Truck Centers of Texas LLC	BOARD APPROVED 6/25/2025	07/31/2025	07/31/2025	5,718.28
797382	Insco Distributing Inc	HVAC EQUIPMENT REPLACEMENT FOR LA	07/31/2025	07/31/2025	15,346.70
797383	ISCorp	Service Subscription Fee from July 2025 - July 2026	07/31/2025	07/31/2025	44,690.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797384	La Pale Frozen Fruit Bar LLC	Popsicle Car Rental for SBCISD Leadership Retreat	07/31/2025	07/31/2025	292.50
797385	Lewis Electric Motors Inc	REPAIR PART FOR HVAC EQUPMENT CHILLER AT	07/31/2025	07/31/2025	486.17
797386	Longhorn Cattle Company Barbecue	Lunch for SBCISD Leadership Retreat taking place on	07/31/2025	07/31/2025	1,381.20
797387	Mares Tires	FLAT REPAIRS AND TIRE ALIGNMENTS FOR PRIM's	07/31/2025	07/31/2025	12.00
797388	Mc Coy's Building Supply	OPEN PO FOR IN HOUSE MECHANIC FOR SCHOOL	07/31/2025	07/31/2025	288.96
797389	Melhart Music Center	SBHS Band Dept. - Maint. & Repair of SBHS Band Dept.	07/31/2025	07/31/2025	250.00
797390	Mobile Relays Partners LTD	LEASE ON SITE - LA FERIA, TX (RADIOS)	07/31/2025	07/31/2025	450.00
797391	National Notary Association	Notary membership & Supplies	07/31/2025	07/31/2025	297.00
797392	ODP Business Solutions, LLC	McKinney Vento students' school supplies	07/31/2025	07/31/2025	6,087.83
797393	Sam's Club Direct Commercial	Supplies for Office and/or Meetings	07/31/2025	07/31/2025	5,992.52
797394	San Benito CISD Child Nutrition Pro	Catering Request for July 23, 2025	07/31/2025	07/31/2025	900.00

Checks Issued

Bank Account: General **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
797395	Sherwin Williams Company	PAINTING SUPPLIES - FRANK ROBERTS ELEM.	07/31/2025	07/31/2025	4,175.58
797396	South Texas Bolt and Supply	Maintenance Warehouse Restock (Maintenance Non-	07/31/2025	07/31/2025	1,039.64
797397	Staples Business Advantage	Office Supplies For Bilingual Department	07/31/2025	07/31/2025	379.91
797398	T E P S A	2025-2026 TEPSA Membership Renewal - Dilia Cornett	07/31/2025	07/31/2025	389.00
797399	Texas Association Of Secondary	MEMBERSHIP DUES FOR MRS. LOPEZ, MR. PARDO,	07/31/2025	07/31/2025	855.00
797400	Texas Department of Agriculture	ALBERT RODRIGUEZ NEEDS TO "RENEW" TDA	07/31/2025	07/31/2025	125.00
797401	The Home Depot/G E C F	Supplies	07/31/2025	07/31/2025	331.30
797402	TSN Visual Communications Solutions, LLC	RENEWAL OF TSN CAMPUS CONNECT REQUESTED	07/31/2025	07/31/2025	2,000.00
797403	Varsity Spirit LLC	025-2026 VMA Cheerleaders Megaphones	07/31/2025	07/31/2025	551.80
797404	Wal-Mart Community BRC	Fine Arts Craft	07/31/2025	07/31/2025	415.83
797405	Xello	Xello annual subscription renewal for instructional use in	07/31/2025	07/31/2025	10,062.78

Checks Issued

Grand Total	$662,652.83

Checks Issued

Bank Account: Activity — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
094392	JUANITA LARA RIOS	Overnight Field Trip - SBHS Cheerleaders Cheer Camp -	07/16/2025	07/16/2025	840.00
094393	World's Finest Chocolate, Inc.	FUND RAISR PAYOUT FOR BPA CLUB FOR DIANA	07/16/2025	07/16/2025	1,620.00
094394	Glitter Me Pretty	Reference PO 0432500240	07/23/2025	07/23/2025	210.00
094395	Jess Creations	Cheer Bows for VMA Cheerleaders 2025-2026	07/23/2025	07/23/2025	754.00
094396	American Express	BCMS Drill team meal during dance camp	07/31/2025	07/31/2025	164.48
094397	Cheers Etc., Inc	BELLES FIELD UNIFORMS FOR 2025 RESTED BY	07/31/2025	07/31/2025	1,825.00
094398	Chick-fil-A @ Sunshine Strip	Lunch for VMA Cheerleaders Camp	07/31/2025	07/31/2025	175.17
094399	Enterprise Rent-A- Car - #TXS0331	PREVIOUS APPROVED PO #0012500536	07/31/2025	07/31/2025	36.92
094400	J Maya Designs & Graphics LLC	EMBROIDERING ON BELLES BACKPACKS	07/31/2025	07/31/2025	496.00
094401	San Benito High School	BC Cheer & Dance 2025 Football program ad	07/31/2025	07/31/2025	300.00
094402	Universal Cheerleaders Association	VARISTY/UCA BCMS CHEER CAMP	07/31/2025	07/31/2025	3,958.00

		Check #094396	American Express	30.00
Purchase Order Number	**Full Name**	**Description**		**Amount**
0412600009	Jason's Deli	BCMS Drill team meal during dance campRFP-1022-MCSD/Quote attacl		164.48
				164.48

Checks Issued

Bank Account: Activity — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
094403	Varsity Spirit LLC	Reference PO#0412500335-BCMS DANCE poms	07/31/2025	07/31/2025	4,880.55
094404	Weissman	TIGHTS ANS HALF SOLES FOR 2025-26 BELLES	07/31/2025	07/31/2025	1,102.16
094405	Whataburger	BCMS Drill team meal during dance camp	07/31/2025	07/31/2025	112.00

Grand Total **$16,474.28**

Checks Issued

Bank Account: Const FC — **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
This section returned no records					

Grand Total **$0.00**

Checks Issued

Bank Account: Scholar **San Benito CISD, TX**

Check Number	Name on Check	Invoice Description	Check Date	Cash Post Date	Amount
0000001310	OMAR JR. BRAVO	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001311	Laura Isela Calva	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001312	Railyn Garcia	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001313	KAYLA HERNANDEZ	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001314	HAYLEE NICOLE LEAL	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001315	Leandra Marie Machuca	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001316	Kayla JO Rodriguez	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001317	Raul Jesus Vega	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00
0000001318	ISRAEL VILLARREAL IV	Supt. Scholarship Recipient	07/31/2025	07/31/2025	2,500.00

Grand Total **$22,500.00**

Payroll Summaries

Check Date: 7/1/2025 - 7/31/2025

San Benito CISD, TX

Payroll Run	Pay Gross
7/10/25 - 07.10.2025BW -	300,607.45
7/10/25 - 07.10.2025BW - Maria	109.68
7/17/25 - 07.17.2025S- 1105192	500.00
7/22/25 - 07.22.2025M- REGULAR	5,441,564.23
7/24/25 - 07.24.2025BW -	287,268.43
7/31/25 - 07.31.2025M- 1103321	0.00
Totals:	**6,030,049.79**

Payroll Liabilities Check Register

AP Run: JULY 2025 DED CHKS — Post Date: 2025-07-31 — AP Run Type: R **San Benito CISD, TX**

Check Date	Check Number	Payment Type	Name	Check Amount
07/31/2025	600995	Check	PREPAID LEGAL SERVICES INC	359.71
07/31/2025	600996	Check	TCG Administrators	38,689.54
07/31/2025	600997	Check	Texas Classroom Teachers Associatio	57.57
07/31/2025	600998	Check	Texas Industrial Vocational Association	59.84
07/31/2025	600999	Check	TSTA	4,169.33
07/31/2025	601000	Check	U.S. Department of Treasury	654.26
07/31/2025	601001	Check	UNITED WAY	44.00
07/31/2025	601002	Check	YVONNE V. VALDEZ, CHAPTER 13 TRUSTEE	10,909.85
			Total:	**$54,944.10**

JULY 2025 DED CHKS Summary

Type	Count	Amount
Regular	8	54,944.10
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Total:	**8**	**$54,944.10**

Payroll Liabilities Check Register

AP Run: IRS CS CLC DKY & TRS -JULY2025 — Post Date: 2025-07-31 — AP Run Type: R **San Benito CISD, TX**

Check Date	Check Number	Payment Type	Name	Check Amount
07/31/2025	8000000442	Wire Transfer	ATTORNEY GENERAL	18,954.53
07/31/2025	8000000443	Wire Transfer	Community Loan Center, Corp.	10,485.76
07/31/2025	8000000444	Wire Transfer	David K Young, Consulting	167,187.70
07/31/2025	8000000445	Wire Transfer	IRS	558,893.97
07/31/2025	8000000446	Wire Transfer	Teacher Retirement System	791,321.74
			Total:	**$1,546,843.70**

IRS CS CLC DKY & TRS -JULY2025

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	5	1,546,843.70
Total:	**5**	**$1,546,843.70**

Payroll Liabilities Check Register

Summary by Fund — **San Benito CISD, TX**

Fund	Total
101 - Child Nutrition Program	887.29
199 - Local Maintenance	154,295.81
206 - Education for Homeless Children & Youth	172.50
211 - ESEA Title I Part A	26,043.17
212 - ESEA Title I Part C Migrant	4,190.07
224 - Idea B Formula	12,739.47
225 - Idea B Preschool	243.05
255 - Title II Part A TPTR	2,476.10
263 - Title III Part A ELA	768.35
265 - Texas 21st Century Grant	6,881.79
274 - Gear Up	1,861.52
289 - Title IV Part A, Subpart I	2,737.52
352 - Texas 21st Century	6,901.39
429 - STATE GRANT	1,502.14
863 - PAYROLL CLEARING	1,380,087.63
	$1,601,787.80

Discussion, Consideration, and Possible Approval of Gift/Bequest for the 2025-2026 School Year

Superintendent's Recommendation:
The Superintendent recommends to the Board of Trustees to approve the Gift/Bequest to campus or departments as presented.

Rationale:
To assist campus or departments with monetary or items as needed by campus or departments.

Paperwork Impact:
N/A

Budgetary Information:
N/A

Resource Personnel:
Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:
CH (Local)

Board Meeting Date: August 13, 2025

DONATIONS TO SBCISD - August 2025

DATE SUBMITTED	CAMPUS/DEPT	DONOR NAME	AMOUNT	ITEMS DONATED	DATE APP. BY BOARD
07.23.25	Purchasing	Blanquita's Mexican Restaurant #2	$200.00	Tailgate Items	
07.22/25	Purchasing	Chuy's Custom Sports	$200.00	Tailgate Items	
07.23.25	Purchasing	Ferguso Facilities	$350.44	Secretary's Luncheon	
07.23.25	Purchasing	Gulf Coast Paper	$300.00	Secretary's Luncheon	
07.23.25	Purchasing	School Specialty	$700.00	Secretary's Luncheon	
07.23.25	Purchasing	Staples Business Advantage	$250.00	Secretary's Luncheon	
07.28.25	Purchasing	Stefano's Brooklyn Pizza	$200.00	Tailgate Items	
07.23.25	Purchasing	XRX Business Consultant	$300.00	Secretary's Luncheon	

~~SAN BENITO CISD DONATION FORM~~

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing/Supt.
Date of Donation	07/23/2025
Donor's Name	Blanquita's Mexican Restaurant #2
Address/City/State/Zip	190 N Oscar Williams RD, San Benito, TX 78586
Telephone	956-399-8880
Description of Donation	Purchases for tailgate items.
Federal ID# (if applicable)	
Donation Item/Amount	$ 200.00

Amount or Value of Donation

Purpose of Donation: To help with the expenses for our mighty Greyhound Fans.

Restricted to Purpose of Donation: ☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199-00-5769-00-000-0-00-000

San Benito CISD School Board Policy CDC (LEGAL)

Use of Donated Property

A conveyance, devise, or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in a board or their successors as trustees for those to be benefited by the donation.

Funds or other property donated or the income from the property may be spent by the trustees:

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

Education Code 11.156

San Benito CISD School Board Policy CDC (LOCAL)

Unsolicited Gifts (Authority to Accept)

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval. Once accepted, a gift becomes the sole property of the District.

Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing/Supt.
Date of Donation	07/16/2025
Donor's Name	Chuys Custom Sports
Address/City/State/Zip	1975 US-77 Business, San Benito, TX 78586
Telephone	956-399-5685
Description of Donation	Purchases for tailgate items.
Federal ID# (if applicable)	
Donation Item/Amount $	200.00
	Amount or Value of Donation
Purpose of Donation	To help with the expenses for our mighty Greyhound Fans.
Restricted to Purpose of Donation	☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199-00-5769-00-000-0-00-000

San Benito CISD School Board Policy CDC (LEGAL)

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Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing
Date of Donation	07/07/2025
Donor's Name	Ferguson Facilities
Address/City/State/Zip	2349 Pollex Ave, Corpus Christi, TX 78415
Telephone	361-857-6738
Description of Donation	For Secretarys' Luncheon
Federal ID# (if applicable)	
Donation Item/Amount	$ 350.44
	Amount or Value of Donation
Purpose of Donation	items purchased to provide lunch for the Secretarys' Training on August 6, 2025

Restricted to Purpose of Donation ☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199 e 00 5749 00 728 0 00 000

San Benito CISD School Board Policy CDC (LEGAL)

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Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing
Date of Donation	07/07/2025
Donor's Name	Gulf Coast Paper
Address/City/State/Zip	635 Billy Mitchell Blvd #5014, Brownsville, TX 78521
Telephone	956-541-2281
Description of Donation	For Secretarys' Luncheon
Federal ID# (if applicable)	
Donation Item/Amount	$ 300.00
	Amount or Value of Donation
Purpose of Donation	paid vendor to provide lunch for the Secretarys' Training on August 06 2025
Restricted to Purpose of Donation	☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199 e 00 5749 00 728 0 00 000

San Benito CISD School Board Policy CDC (LEGAL)

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Education Code 11.156

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Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing
Date of Donation	07/01/2025
Donor's Name	School Specialty
Address/City/State/Zip	W6316 Design Drive,Greenvill, WI 54942
Telephone	210-792-0545
Description of Donation	For Secretarys' Luncheon
Federal ID# (if applicable)	
Donation Item/Amount	$ 700.00
	Amount or Value of Donation
Purpose of Donation	paid vendor to rovide lunch for the Secretarys' Training on August 06 2025
Restricted to Purpose of Donation	☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199 e 00 5749 00 728 0 00 000

San Benito CISD School Board Policy CDC (LEGAL)

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Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing
Date of Donation	07/07/2025
Donor's Name	Staples Business Advantage
Address/City/State/Zip	McAllen, TX 785
Telephone	956-357-6075
Description of Donation	For Secretarys' Luncheon
Federal ID# (if applicable)	
Donation Item/Amount	$ 250.00
	Amount or Value of Donation
Purpose of Donation	to provide lunch for the Secretarys' Training on August 06 2025

Restricted to Purpose of Donation ☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199 e 00 5749 00 728 0 00 000

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Updated 7 24 19

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department: Purchasing/Supt.

Date of Donation: 07/28/2025

Donor's Name: Stefano's Brooklyn Pizza

Address/City/State/Zip: 4201 US-83 Bus, Harlingen, TX 78552

Telephone: 956-425-6281

Description of Donation: Purchases for tailgate items.

Federal ID# (if applicable):

Donation Item/Amount $: 200.00

Amount or Value of Donation

Purpose of Donation: To help with the expenses for our mighty Greyhound Fans.

Restricted to Purpose of Donation: ☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199-00-5769-00-000-0-00-000

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Updated 7.24.19

SAN BENITO CISD DONATION FORM

240 N Crockett Street · San Benito, Texas 78586 · (956) 361-6100

Campus / Department	Purchasing
Date of Donation	07/10/2025
Donor's Name	XRX Business Consultants, Inc.
Address/City/State/Zip	708 N McColl Rd, McAllen, TX 78501
Telephone	956-618-4320
Description of Donation	For Secretarys' Luncheon
Federal ID# (if applicable)	
Donation Item/Amount	$ 300.00
	Amount or Value of Donation
Purpose of Donation	to provide lunch for the Secretarys' Training on August 6, 2025

Restricted to Purpose of Donation ☑ Yes ☐ No

Superintendent's Signature/Date

Board Signature/Date

Funds Deposited to
Account Name and Code: 199 E 00 5749 00 728 0 00 000

San Benito CISD School Board Policy CDC (LEGAL)

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Updated 7.24.19

Discussion, Consideration, and Possible Approval of Budget Amendment (s) for the 2025-2026 School Year

Superintendent's Recommendation:
The Superintendent recommends to the Board of Trustees to approve amending the 2025-2026 budget as presented in the exhibit attached.

Rationale:
Appropriate additional necessary funds.

Paperwork Impact:
A minimal amount of paperwork will be generated by the amendment.

Budgetary Information:
Amendment is necessary to provide adequate funding for items presented.

Resource Personnel:
Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:
CE (Local)

Board Meeting Date: August 13, 2025

Budget Amendment - August 2025

DATE SUBMITTED	CAMPUS/DEPT	Date Approved	AMOUNT	Contact Person	DATE APP. BY BOARD
07.29.25	Athletics	08.01.25	1,500.00	Alma Gonzalez	
07.22.25	CTE	08.01.25	11,475.00	Gloria Hernandez	
07.16.25	Finance Department	08.01.25	2,169.00	Veronica Martinez	
07.16.25	Finance Department	08.01.25	9,534.00	Veronica Martinez	
08.05.25	PRC	08.05.25	200.00	Lisa Limon	
08.11.25	Professional Development	08.11.25	66,425.00	Marina Buenrostro / M. Araiza	
07.21.25	Transportation	08.01.25	1,200.00	Liz Vega	

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

July 29, 2025
Date

Athletics / Alma / Dan Gomez
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
Athletic Department	161E36162490093109100	161E5116255009310910	$1500.00
		Total	$ 1500.00

Reason for Transfer:

Transfering monies to cover Republic Services for 30 cu yd bin that is used during Fall Season sports at Bobby Morrow Stadium from Aug 2025 - Dec 2025

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available [ ] Yes [ ] No

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

7-22-25
Date

Alan M. Larralde, CTE Director
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
	199 E 11 6631 ON 001 0 22 800	199 E 31 6399.88 001 0 22 800	$3,000.00
	199 E 11 6631 ON 001 0 22 800	199 E 31 6239 27 001 0 22 800	$2,000.00
	199 E 11 6631 ON 001 0 22 800	199 E 31 6398 27 001 0 22 800	$700.00
	199 E 11 6631 ON 001 0 22 800	199 E 31 6411 27 001 0 22 800	$3,500.00
	199 E 11 6631 ON 001 0 22 800	199 E 31 6396 27 001 0 22 800	$1,275.00
	199 E 11 6631 ON 001 0 22 800	199 E 21 6399 27 001 0 22 800	$ 1,000.00
		Total	$ 11,475.00

Reason for Transfer:

Accounts for new CTE position, CTE Counselor. 6399: consumables; 6239: Region One trainings; 6398: printer toner; 6411: conference travel; 6396: laptop.

21 6399 27: Purchase CTE office supplies.

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available Yes ☐ No ☐

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

July 16, 2025
Date

Finance De
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
General Fund - Local Fund Balance	199-00-3700-00-000-0-00-000	199-21-6118-XD-001-0-22-000	$2,070.00
		199-21-6141-XD-001-0-22-000	$31.00
		199-21-6143-XD-001-0-22-000	$8.00
		199-21-6145-XD-001-0-22-000	$3.00
		199-21-6146-XD-001-0-22-000	$57.00
		Total	$ 2,169.00

Reason for Transfer:

Funding for Extra Duty Pay - New CTE Director

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available ☐ Yes ☐ No

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

Date

Finance Department
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
General Fund - TIA Allotment	199-11-6118-00-001-0-11-TIA	199-13-6118-01-812-0-99-TIA	$5,062.00
	199-11-6397-00-812-0-11-TIA	199-13-6118-01-812-0-99-TIA	$3,264.00
	199-11-6397-00-812-0-11-TIA	199-13-6411-00-812-0-11-TIA	$1,208.00
		Total	$ 9,534.00

Reason for Transfer:

TIA Allotment - Move funds for TIA Extra Duty Pay & for TIA employee travel reimbursement

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available Yes ☐ No ☐

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

7/23/2025
Date

MR. HAUSLER
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
	199 E 11 6399 00 004 0 28 000	199 E 23 6494 00 004 0 28 000	$200.00
		Total	$ 200.00

Reason for Transfer:
FOR BUS TRANSPORTATION

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available ☐ Yes ☐ No

Approved By: _____
Signature of Asst. Supt. of Finance & Operations

Rev06/13/18B/O

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

Transportation
Date

SBCISD Transportation Department
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
Rush Geo-Tab Services-Sped Buses	199-E-34-6311-00-933-0-23-000	199-E-51-6256-00-933-0-23-000	$1,200.00
		Total	$ 1,200.00

Reason for Transfer:

Transfet of funds to pay for Geo-Tab services for Sped School Buses

Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available ☐ Yes ☐ No

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

ORIGINAL

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Business Office
240 North Crockett Street • San Benito, Tx 78586 • Phone: (956) 361-6160 • Fax: (956) 361-6166

BUDGET AMENDMENT FORM

Superintendent
TO:

August 8, 2025
Date

Marleen Araiza, Professional Development
From:

Board Approved Date: _____

Title of Program	From Account Number	To Account Number	Amount To Transfer
TIA (CAMT Travel)	199 11 6397 00 812 00 11 TIA	199 13 6411 00 812 0 11 TIA	$21,925.00
TIA (T-TESS Professional Development)	199 11 6397 00 812 00 11 TIA	199 23 6239 00 812 0 99 TIA	$17,000.00
TIA (ESC Technical Support)	199 11 6397 00 812 00 11 TIA	199 23 6239 00 812 0 99 TIA	$6,500.00
TIA (SLO Professional Development)	199 11 6397 00 812 00 11 TIA	199 23 6239 00 812 0 99 TIA	$21,000.00
		Total	$ 66,425.00

Reason for Transfer:

Move funds from Function 11 to Functions 13/23 to cover travel, ESC TIA technical support and professional development to support TIA program.

Marleen Araiza
Signature

Approved By: Signature of Superintendent

FOR BUSINESS OFFICE USE ONLY

Funds Available Yes ☐ No ☐

Approved By: _____
Signature of Chief Financial Officer

Rev07/29/22BO

Discussion, Consideration, and Possible Approval regarding Purchases of over $50,000.

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Purchases of $50,000 or more for purchases of goods or services as presented.

Rationale:

Purchases of $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Paperwork Impact:

No additional paperwork required.

Budgetary Information:

Funds have been budgeted for the 2025-2026 school year.

Resource Personnel:

Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

This item is in compliance with Board Policy CH(LOCAL).

Board meeting date: August 13, 2025

50K - August 2025

DATE SUBMITTED	CAMPUS/DEPT	Date Approved by CFO	AMOUNT	Vendor / Contact Person	DATE APP. BY BOARD
07.14.25	Academic	07.29.25	$69,540.00	Age of Learning, Inc / C. Espino	
07.24.25	Purchasing	07.24.25	$50,757.87	Gateway Printing / J. Barbosa	
08.01.25	Finance	08.01.25	$62,717.40	Pitney Bowes Global / V. Martinez	
07.14.25	Purchasing	07.14.25	$90,969.00	American Contracting U.S.A. / J. Barbosa	
07.24.25	CNP	07.28.25	$138,000.00	Terra Cooling / D. Villarreal	
08.12.25	Bilingual Education	08.13.25	$64,303.70	Summit K-12 / S. Perez	

REQUEST FOR APPROVAL TO PURCHASE EDUCATIONAL RESOURCES FOR PRE-K 3

VENDOR:
Age of Learning, Inc.

ITEMS:
My Math Academy Student Licenses - $32, 670.00
My Reading Academy Student Licenses - $32, 670.00
My Reading Espanol Licenses - $2,700.00
Professional Learning Webinar - $1,500.00

Total Cost: $69,540.00

TARGETED GOAL:
Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness
Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels
Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways.
Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:
211-E-11-6397-00-101-6-30-801 - $7,405.00 211-E-13-6291-00-101-6-30-801 - $136.00
211-E-11-6397-00-103-6-30-801 - $9,074.00 211-E-13-6291-00-103-6-30-801 - $137.00
211-E-11-6397-00-104-6-30-801 - $5,533.00 211-E-13-6291-00-104-6-30-801 - $137.00
211-E-11-6397-00-108-6-30-801 - $3,222.00 211=E13-6291-00-108-6-30-801 - $136.00
211-E-11-6397-00-109-6-30-801 - $5,148.00 211-E-13-6291-00-109-6-30-801 - $136.00
211-E-11-6397-00-110-6-30-801 - $6,102.00 211-E-13-6291-00-110-6-30-801 - $136.00
211-E-11-6397-00-112-6-30-801 - $8,212.00 211-E-13-6291-00-112-6-30-801 - $136.00
211-E-11-6397-00-114-6-30-801 - $7,534.00 211-E-13-6291-00-114-6-30-801 - $136.00
211-E-11-6397-00-115-6-30-801 - $5,900.00 211-E-13-6291-00-115-6-30-801 - $137.00
211-E-11-6397-00-116-6-30-801 - $3,991.00 211-E-13-6291-00-116-6-30-801 - $137.00
211-E-11-6397-00-117-6-30-801 - $5,919.00 211-E-13-6291-00-117-6-30-801 - $136.00

Total: $68,040.00 (6397) $1500.00 (6291) = $69,540.00

PURCHASING METHOD:
Choice Partners Contract # 24/030SG-01

Age of Learning®

Creators of ABCmouse

101 N. Brand Blvd, Glendale, CA 91203
school.orders@aofl.com

QUOTE #: **Q-03744** *Valid until: 8/23/2025*
CONFIDENTIAL | *Prepared by: Isaac Trevino*

Learning Kids Love!

My Math Academy®

My Reading Academy®

My Reading Academy ESPAÑOL

Quote Submitted to:
Dilia Cornett
San Benito Consolidated Independent School District
San Benito, Texas
Proposal Date: 4/9/2025

Submitted by:
Isaac Trevino
Account Executive
isaac.trevino@aofl.com

Age of Learning®

101 N. Brand Blvd, Glendale, CA 91203 | *Submit PO & Quote to*: **school.orders@aofl.com**

QUOTE #: **Q-03744** *Valid until: 8/23/2025*
CONFIDENTIAL | *Prepared by: Isaac Trevino (isaac.trevino@aofl.com)*

Prepared For:
Dilia Cornett
dcornett@sbcisd.net
San Benito Consolidated Independent School District
240 N Crockett St
San Benito Texas 78586

Bill To:
San Benito Consolidated Independent School District
240 N Crockett St
San Benito Texas 78586

Payment Terms: Net 30

Subscription Term: 12 Months (9/1/2025 - 8/31/2026)

Item #	Product Name	Up To Qty	Unit	Net Unit Price	Total*
MMA	My Math Academy Student License	726	Student	$45.00	$32,670.00
MRA	My Reading Academy Student License	726	Student	$45.00	$32,670.00
MRAE	My Reading Academy Español Student License	60	Student	$45.00	$2,700.00
PD-W	Professional Learning Webinar	3	Each	$500.00	$1,500.00
	Total				**$69,540.00**

**Prices shown above do not include any taxes that may apply.*

Item #	Product Description
MMA	My Math Academy Annual Student License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
MRA	My Reading Academy Annual Student License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
MRAE	My Reading Academy Español Annual Student License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
PD-W	Professional Learning Webinar: One live virtual session (up to 2 hours) for up to 40 participants

The subscription(s) and/or services on this quote are inclusive of any costs and fees for participation by invitation in certain customer events sponsored by Age of Learning including, but not limited to, roundtables, lectures, panel discussions, and Leadership Forums (including meals, where applicable) for the purposes of implementation planning and engagement, customer feedback, professional development, and related activities and events. Services on this quote will expire with the named term or one year from purchase.

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Age of Learning®

101 N. Brand Blvd, Glendale, CA 91203 | *Submit PO & Quote to*: **school.orders@aofl.com**

QUOTE #: **Q-03744** *Valid until: 8/23/2025*
CONFIDENTIAL | *Prepared by: Isaac Trevino (isaac.trevino@aofl.com)*

PLACING AN ORDER: To place an order with Age of Learning, Inc. for the services during the Subscription Term as described in this quote, send email to **school.orders@aofl.com,** copy your account partner, Isaac Trevino (**isaac.trevino@aofl.com**) and include the following items:

1. this quote,
2. your purchase order, and
3. your tax exemption certificate (or add tax to your purchase order).

If a Data Privacy Agreement is required and has not yet been provided, please forward your required agreement to your account partner. This quote is valid through 8/23/2024; if you have not returned this quote to Age of Learning, Inc. by such date, please contact your account partner for a revised quote.

TERMS AND CONDITIONS: https://educate.aofl.com/cdn/pdf/terms_and_conditions.pdf
The Terms and Conditions linked above are applicable to the services described in this quote. By providing Age of Learning, Inc. with a purchase order for the services specified in this quote, or signing this quote below, you represent that you have read, understand, and agree:

1. to the terms of this quote,
2. to the Terms and Conditions linked above, and
3. that you are authorized on behalf of **San Benito Consolidated Independent School District** to agree to the Terms and Conditions.

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REQUEST TO PURCHASE SCHOOL SUPPLIES FOR DISTRICTWIDE STUDENTS FROM GATEWAY PRINTING OFFICE SUPPLIES AND SCHOOL SPECIALTY.

VENDOR(s):

Gateway Printing Office Supplies	**$31,770.96 Secondary**
	$ 5,235.20 Elementary
	$37,006.16 -Total
School Specialty	**$13,751.71 Secondary**

ITEMS:

Various supplies for students.
List is attached.

TARGETED GOAL:

Strategic Plan: FI.P2: – San Benito CISD will maintain efforts to streamline systems and operations.

FUNDING SOURCE:

211 E 11 6399 00 999 5 30 000

PURCHASING METHOD:

Gateway Printing	**BuyBoard #755-24/750-24**
School Specialty	**Omnia#R230305**

2025-2026
DISTRICTWIDE
SCHOOL SUPPLIES

SAN BENITO CISD

2025-2026 STUDENT SUPPLIES	GATEWAY	STAPLES	SCHOOL SPECIALTY
PRIMARY JOURNALS 3 PER STUDENT	$ 2,335.20	$ 12,800.88	$ 1,141.95
(PK3, PK4, AND KINDER)			
FOLDERS W/BRADS VARIOUS COLORS	$ 2,900.00	$ 700.50	$ 4,214.48
(2ND-5TH)			
SPIRALS-BCMS, MJMS, RIVERSIDE, COLLEJIATE	$ 8,786.88	$ 18,847.68	$ 7,365.76
BINDERS-BCMS, MJMS, RIVERSIDE, COLLEGIATE, VMA & SBHS	$ 31,770.96	$ 50,585.92	$ 37,220.89
COMPOSITION BOOKS VMA & SBHS	$ 8,522.88	$ 17,954.70	$ 6,385.95
TOTAL QUOTE AMOUNTS:	$ 54,315.92	$ 100,889.68	$ 56,329.03
TOTAL AMOUNTS APPROVED PER VENDOR:	**$ 37,006.16**		**$ 13,751.71**

2025-2026
DISTRICTWIDE
SECONDARY SCHOOL SUPPLIES

SAN BENITO CISD

		GATEWAY				STAPLES				SCHOOL SPECIALTY			
SECONDARY STUDENT SUPPLIES	**QUANTITY**	**QTY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**
STUDENT COUNT													
BCMS-SPIRALS	3948					3948				3948	0.68	$ 2,684.64	
MJMS-SPIRALS	2613					2613				2613	0.68	$ 1,776.84	
RIVERSIDE-SPIRALS	3396					3396				3396	0.68	$ 2,309.28	
COLLEGIATE-SPIRALS	875					875				875	0.68	$ 595.00	
	10832	**10848**	0.81	**$ 8,786.88**		**10832**	1.74	**$ 18,847.68**		**10832**		**$ 7,365.76**	
BCMS-BINDERS (1 1/2 INCH)	3290					3290				3290	2.59	$ 8,521.10	
MJMS-BINDERS (1 1/2 INCH)	2215					2215				2215	2.59	$ 5,736.85	
RIVERSIDE-BINDERS (1 1/2 INCH)	2830					2830				2830	2.59	$ 7,329.70	
COLLEGIATE-BINDERS (1 1/2 INCH)	720					720				720	2.59	$ 1,864.80	
VMA BINDERS (1 1/2 INCH)	1280					1280				1280	2.59	$ 3,315.20	
SBHS BINDERS (1 1/2 INCH)	4036					4036				4036	2.59	$ 10,453.24	
	14371	**14376**	2.21	**$ 31,770.96**		**14371**	3.52	**$ 50,585.92**		**14371**		**$ 37,220.89**	
VMA BINDERS COMPOSITION NOTEBOOK	3200					3200				3200	0.69	$ 2,208.00	
SBHS BINDERS COMPOSITION NOTEBOOK	6055					6055				6055	0.69	$ 4,177.95	
	9255	**9264**	0.92	**$ 8,522.88**		**9255**	1.94	**$ 17,954.70**		**9255**		**$ 6,385.95**	
TOTAL COST:				**$ 49,080.72**				**$ 87,388.30**				**$ 50,972.60**	

2025-2026
DISTRICTWIDE
ELEMENTARY SCHOOL SUPPLIES

SAN BENITO CISD

		GATEWAY				STAPLES				SCHOOL SPECIALITY			
ELEMENTARY STUDENT SUPPLIES	**QUANTITY**	**QTY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**
STUDENT COUNT													
PRIMARY JOURNALS 3 PER STUDENT	1655	1655	1.39	$ 2,335.20		552	23.19	$ 12,800.88		1655	3.77	$ 1,141.95	
(PK3, PK4, AND KINDER)													
FOLDERS W/BRADS VARIOUS COLORS	10,000	10000	0.29	$ 2,900.00		10	70.05	$ 700.50		278	15.16	$ 4,214.48	
(2ND-5TH)													
TOTAL COST:				**$ 5,235.20**				**$ 13,501.38**				**$ 5,356.43**	

GATEWAY

QUOTE

QUOTE NUMBER	206181-0
QUOTE DATE	07/02/25
ACCOUNT NUMBER	2161
DEPT NUMBER	728

BILLTO ADDRESS	SHIPTO ADDRESS
SAN BENITO C I S D ATTN: ACCOUNTS PAYABLE 240 N CROCKETT STREET SAN BENITO TX 78586 956-361-6168	SAN BENITO C I S D PURCHASING AGENT 241 NORTH CROCKETT ST. SAN BENITO TX 78586

CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
Q Q	JANIE BODDEN	NET 30	0801	QUOTE	808

Buyboard Contract# 755-24/750-24

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
		Who Called : EDDIE CAVAZOS						
559	BAZ	NOTEBOOK,SPIRAL,70ST,W/R,ASST	EA	10848		10848	.81	8786.88
508	BAZ	BOOK,COMP,W/R,100CT,BLKMRBL,EA	EA	9264		9264	.92	8522.88
5053	BAZ	BOOK,JOURNAL,PRIMARY,100ST	EA	1680		1680	1.39	2335.20
3145	BAZ	FOLDER,PPR,2PKT,W/BRAD,ASST	EA	10000		10000	.29	2900.00
3147ASST	BAZ	1.5" VIEW BINDER ASST CLRS	EA	14376		14376	2.21	31770.96
		PRICING IS BASED ON THSE QTY'S, ANY CHANGES IN QTY'S WOULD REQUIRE A NEW QUOTE.						
		PRICING VALID UNTIL JULY 31ST AFTER WHICH PRICING WOULD NEED TO BE REVISED.						
		E.T.A. WOULD BE 7 - 10 DAYS AFTER ORDER PLACED						
		SPECIAL ORDERED ITEMS, ORDER CANNOT BE CANCELLED ONCE IT HAS BEEN PLACED, THANK YOU.						

Remit to:
Gateway Printing & Office Supply, Inc.
Attn: Accounts Receivables
315 South Closner Blvd.
Edinburg, Texas 78539

Email: ar@gatewayp.com

Subtotal	54315.92
Tax	
	54315.92

QUOTE

SSL Quote Number: Q-592034
Status: Approved
Quote Name:
Currency: USD
Created Date: 07-10-2025
Expiration Date: 09-08-2025
Customer Number: 273764
Requestor Name: Jose Eddie Cavazos
jecavazos@sbcisd.net
9563616390

Lift Gate Truck Required: ☐
Inside Delivery: ☐

Customer Program: OMNIA

To place an order using this quote, contact:
Phone 888-388-3224
Email orders@schoolspecialty.com

School Specialty

Sales Rep Name: Tatiana Martinez
Sales Rep Email: tatiana.martinez@schoolspecialty.com
Sales Rep Phone:

Bill To: SAN BENITO CONS INDPNDNT SCHL DIST
240 N CROCKETT ST ACCOUNTS PAYABLE
SAN BENITO, TX 78586-4608

Ship To: SAN BENITO CONS INDPNDNT SCHL DIST
240 N CROKETT ST ADMIN BUILDING
SAN BENITO, TX 78586-4608

Notes: OMNIA R230305

Quantity	SSL Item	Customer Item #	Pack Size	Image	Item Description	List Price	Your Price	Extended Price
3948	085267		Each		PAPER NOTEBOOK 1 SUBJECT 10.5X8 70 SHEET SCHOOL SMART	$2.79	$0.68	$2,684.64
2613	085267		Each		PAPER NOTEBOOK 1 SUBJECT 10.5X8 70 SHEET SCHOOL SMART	$2.79	$0.68	$1,776.84
3396	085267		Each		PAPER NOTEBOOK 1 SUBJECT 10.5X8 70 SHEET SCHOOL SMART	$2.79	$0.68	$2,309.28
875	085267		Each		PAPER NOTEBOOK 1 SUBJECT 10.5X8 70 SHEET SCHOOL SMART	$2.79	$0.68	$595.00
3290	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$8,521.10
2215	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$5,736.85
2830	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$7,329.70
720	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$1,864.80
1280	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$3,315.20
4036	086364		Each		BINDER ROUND RING 1.5 IN BLACK SCHOOL SMART	$8.09	$2.59	$10,453.24

Quantity	SSL Item	Customer Item #	Pack Size	Image	Item Description	List Price	Your Price	Extended Price
3200	026026		Each		PAPER COMP BOOK SEMI 9.75X7.5 RULED SCHOOL SMART 100 SHTS	$3.09	$0.69	$2,208.00
6055	026026		Each		PAPER COMP BOOK SEMI 9.75X7.5 RULED SCHOOL SMART 100 SHTS	$3.09	$0.69	$4,177.95

Subtotal	$50,972.60
Estimated Taxes	$0.00
Shipping & Handling	$0.00
Total	$50,972.60

Accept this quote by sending back your purchase order number or signing it electronically. For orders over $15,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature: _____

Name: _____

Date: _____

Purchase Order Number: _____

Shipping Instructions:
Pack Slip Notes:

QUOTE

SSL Quote Number: Q-591296
Status: Approved
Quote Name:
Currency: USD
Created Date: 07-09-2025
Expiration Date: 09-07-2025
Customer Number: 273764
Requestor Name: Jose Eddie Cavazos
jecavazos@sbcisd.net
9563616390

Lift Gate Truck Required: ☐
Inside Delivery: ☐

Customer Program: OMNIA

To place an order using this quote, contact:
Phone 888-388-3224
Email orders@schoolspecialty.com

School Specialty

Sales Rep Name: Tatiana Martinez
Sales Rep Email: tatiana.martinez@schoolspecialty.com
Sales Rep Phone:

Bill To: SAN BENITO CONS INDPNDNT SCHL DIST
240 N CROCKETT ST ACCOUNTS PAYABLE
SAN BENITO, TX 78586-4608

Ship To: SAN BENITO CONS INDPNDNT SCHL DIST
240 N CROKETT ST ADMIN BUILDING
SAN BENITO, TX 78586-4608

Notes:

Quantity	SSL Item	Customer Item #	Pack Size	Image	Item Description	List Price	Your Price	Extended Price
278	2019641		Set of 36		FOLDER 2-POCKET POLY W/FASTENERS ASST SET OF 36 SCHOOL SMART	$37.29	$15.16	$4,214.48
1655	026026		Each		PAPER COMP BOOK SEMI 9.75X7.5 RULED SCHOOL SMART 100 SHTS	$3.09	$0.69	$1,141.95

Subtotal	$5,356.43
Estimated Taxes	$0.00
Shipping & Handling	$0.00
Total	$5,356.43

Accept this quote by sending back your purchase order number or signing it electronically. For orders over $15,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature: _____

Name: _____

Date: _____

Purchase Order Number: _____

Shipping Instructions:
Pack Slip Notes:

2025-2026
DISTRICTWIDE
ELEMENTARY SCHOOL SUPPLIES

TO: EDDIE CAVAZOS
PLEASE RETURN THIS FORM TO:
SAN BENITO CISD
ATTN: PURCHASING DIRECTOR
jecavaos@sbcisd.net
Questions call: (956) 361-6390

QUOTATION NO. __ 206181-0
Prices quoted should be FOB-Prepaid
Freight, San Benito CISD, San Benito, Texas
Terms are Net 30 days
Prices good for 30 days
Other conditions: _ 30 DAYS

25-26 ELEMENTARY STUDENT SUPPLIES	QUANTITY		QTY	Unit Cost	Total Cost	Date after ARO
STUDENT COUNT						
Primary Journals 3 per student (PK3, Pk4, and Kinder)	1,655		1,680	$1.39	$2,335.20	7-10 days
Folders with brads various colors(2nd-5th)	10,000		10,000	$0.29	$2,900.00	7-10 days
Spirals-BSMS,MJMS,Riverside,Collegiate	10,832		10,848	$0.81	$8,786.88	7-10 days
Binders-BSMS,MJSM,Riverside,Collegiate,VMA & SBJS	14,371		14,376	$2.21	$31,770.96	7-10 days
Composition Books VMA & SBHS	9,255		9264	$0.92	$8,522.88	7-10 days
TOTAL COST:					$54,315.92	

SIGNED BY: Norman Valicek
PRINTED NAME: Norman Valicek
TITLE: Customer Service Sup **Sales** 54,315.92
DATE: 7-9-25

2025-2026
DISTRICTWIDE
ELEMENTARY SCHOOL SUPPLIES

SAN BENITO CISD

		GATEWAY				STAPLES				SCHOOL SPECIALITY			
ELEMENTARY STUDENT SUPPLIES	**QUANTITY**	**QTY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**	**QUANTITY**	**Unit Cost**	**Total Cost**	**Date after ARO**
STUDENT COUNT													
PRIMARY JOURNALS 3 PER STUDENT	1655	1655	1.39	$ 2,335.20		552	23.19	$ 12,800.88		1655	3.77	$ 1,141.95	
(PK3, PK4, AND KINDER)													
FOLDERS W/BRADS VARIOUS COLORS	10,000	10000	0.29	$ 2,900.00		10	70.05	$ 700.50		278	15.16	$ 4,214.48	
(2ND-5TH)													
TOTAL COST:				**$ 5,235.20**				**$ 13,501.38**				**$ 5,356.43**	

REQUEST THE APPROVAL OF 2025-2026 PURCHASE ORDERS FOR THE FINANCE DEPARTMENT

VENDORS:

Pitney Bowes Global Financial Services	$ 62,717.40

ITEMS:

TARGETED GOAL:

Finance:

GOAL 1: F1.2: STRATEGIC PRIORITY 2: SBCISD WILL MAINTAIN EFFORTS TO MAINSTREAM SYSTEMS AND OPERATIONS.

OBJECTIVE: F12.5 YEAR 5 GOAL: SBCISD WILL CONTINUOUSLY IMPROVE THE WORK ENVIRONMENT AND PROFESSIONAL GROWTH OPPORTUNITIES.

FUNDING SOURCE:

Local Funds(199)

PURCHASING METHOD:

DIR-TSO-3377

pitney bowes

State and Local Term Rental Agreement

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
SAN BENITO INDEPENDENT SCHOOL DISTRICT			746002224

Sold-To: Address

240 N CROCKETT ST, SAN BENITO, TX, 78586-4608, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Christopher Cortez	(956) 361-6171	0012295696

Bill-To: Address

240 N CROCKETT ST, SAN BENITO, TX, 78586-4608, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Christopher Cortez	(956) 361-6171	0012295696	clcortez@sbcisd.net

Ship-To: Address

240 N CROCKETT ST, SAN BENITO, TX, 78586-4608, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Christopher Cortez	(956) 361-6171	0012295696

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FR4	USPS BRM Rates
1	1FS1	USPS Special Services Software
1	1FW8	149lb Interfaced Weighing
1	7W00	MailCenter Meter
1	APAZL	Cost Acctg Accounts Level (3000)
1	APF8	Vertical Market Fonts
1	APF9	Creative Fonts
1	APFM	Laser Printer Enabled
1	APG2	Dual Rating Accounting
1	APKG	SendPro 360 Shipping Feature
1	APSH	220 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAADL	Enterprise Cost Acctg for SP MailCenter

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	ERB1	eReturn Receipt Subscription - HV
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV97500	Wireless Client Kit
1	HVBD	MailCenter 3000
1	HVPS	MailCenter Power Stacker
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1D	Meter Equipment - High
1	MT49	149lb/60kg Scale
1	MW90006	Power Stacker Portrait Flats Seal Kit
1	MW92705	MailCenter 15in Display
1	NV10	InView TMR Web Acct Bundle Single only
1	NV2A	InView Custom Reports and Training
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9J. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box.** The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington,DC 20224

Do not send Form 8038-GC to this address. Instead, see Where To File, earlier.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. *See Where To File next.*

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services(PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.For example, $1.49 becomes $1 and $2.50 becomes $3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax exempt obligation that isn't a private activity bond(see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments.See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one online by visting the IRS website at www.irs.gov/EIN. The Organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

1	PTKHV	PitneyShip MailCenter Integration
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard - 3000
1	SPY8	Laser Printer
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 1,045.29**	**$ 3,135.87**

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #755-24
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Philip Ward — philip.ward@pb.com

Account Rep Name — Email Address — PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions

Form **8038-GC**

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*
Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ☐

1 Issuer's name
SAN BENITO INDEPENDENT SCHOOL DISTRICT

2 Issuer's employer identification number (EIN)
746002224

3 Number and street (or P.O. box if mail is not delivered to street address)
240 N CROCKETT ST

Room/suite

4 City, town, or post office, state, and ZIP code
SAN BENITO TX 78586-4608

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations

Check one box: Single issue ☐ Consolidated return ☐

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

12 Vendor's or bank's name: Pitney Bowes Inc.

13 Vendor's or bank's employer identification number: 06 0495050

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative — Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name			Firm's EIN	
Firm's address			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

REQUEST FOR APPROVAL TO REPAIR THE ROOF WATER DRAINS AT SAN BENITO HIGH SCHOOL.

Superintendent's Recommendation:

That the Board of Trustees approve the recommendation to accept the proposal from American Contracting USA in the amount of $90,969.00 to be in the best interest of San Benito CISD.

Rationale

The San Benito CISD requested warranty information on the High School roof which was done in 2010. Upon evaluation of the roof, Highland Manufactor indicated we still have 4 years of warranty and agreed to repair the existing leaks at the San Benito High School. The roof drains at the High School were part of the original design when the High School was built in 1980. Therefore, Highland Manufacturing was not responsible for these drains back in 2010 and none were replaced.

Since the drains were part of the original design of the High School the district bears the responsibility of repairing the drains at our expense. Please see the 3-quote form attached. Highland Manufacture is awarding American Contracting USA to do their warranty work. The District recommends that the same contractor should also be used in doing the drain repair work. It will be advantageous to the district to have one contractor work on both scopes of work.

Paperwork Impact:

This will not generate additional paperwork for the District.

Budgetary Information:

N/A

Resource Personnel:

Monica Mata, Chief Financial Officer
Eddie Cavazos, Director of Purchasing

Board Policy Reference and Compliance:

Date:	June 24, 2025
Person/Dept. Requesting Quote:	Mr. Eddie Cavazos, Director of Purchasing
Requisition #	

SAN BENITO SCHOOLS

PURCHASING DEPARTMENT
WRITTEN QUOTATION DOCUMENTATION FORM
FOR AMOUNTS: $500.00 - $49,999.99

	VENDOR 1	VENDOR 2	VENDOR 3
Company:	American Contracting U.S.A	ARGIO Roofing	TADCO Roofing & Waterproofing
Contact Person:	Chris Escobedo	Marisol Santana	Jonathan Rodarte
City/State:	Rio Hondo, TX 78583	Harlingen, TX 78550	Edinburg, TX 78542
Telephone #:	956-748-4030	956-364-3483	956-601-8286
Email:	chris@americancontrcting.org	msantana@argioroofing.com	jrodarte@tadcoroofing.com

ITEM #	Qty	Descriptions/Specs	Unit Price Vendor 1	Unit Price Vendor 2	Unit Price Vendor 3
	1	HS Roof Drain Replacement and Minor Roof Repairs	90,969.00	61,527.00	105,110.00
		Freight Charges			
		Delivery Date After Receipt of PO			
		TOTAL	$90,969.00	$61,527.00	$105,110.00

RECOMMENDED VENDOR	
If LOW QUOTE NOT Recommended need justification	

Administrator Signature _____ Date 7-7-25

Revised 10-4-17

PROPOSAL

AMERICAN
Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, TX 78583
Tel: (956) 748-4030
Fax (956) 748-2891
Email: chris@americancontracting.org

PROPOSAL SUBMITTED TO	PHONE	DATE
San Benito Consolidated Independent School District	(956) 361-6100	June 24, 2025
STREET	JOB NAME	
240 N. Crockett St.	San Benito CISD HS Roof Drain Replacement & Minor Roof Repairs	
CITY, STATE AND ZIP CODE	JOB LOCATION	
San Benito, TX 78586	San Benito, TX	
CHOICE PARTNERS CONTRACT #	ATTENTION	
23/041MR-01	Mr. Aguilar & Mr. Covarrubias	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

(REVISED ROOF DRAIN WORK 06/12/25)

-Remove existing roofing membranes, coverboard, insulation, and anchor base sheet at the roof drain sump area to extending up onto the surrounding field of roof a minimum of 12".

-Remove the existing roof drain in its entirety to include associated accessory components and replace with new cast iron drain to match existing size, style, type, etc. and reconnect to existing drain leader line. To include replacement of the vertical leader line from the drain bowl to the elbow and extending a minimum of two feet of the horizontal line from elbow. Provide new leader line, coupling, elbow, and any associated hubs, connections, clamps, etc. for a complete installation. Provide blocking, supports, etc. as necessary to set drain to proper height and properly secure drain to roof deck.

-Provide new roof insulation, coverboard, and tapered insulation to match existing.

-Provide new, min. 30"x30", 4# sheet lead at roof drain.

-Provide water stop sealant at base of existing insulation to existing LWV deck to include a water stop membrane. Refer to attached detail.

-Provide new SBS venting base anchor base sheet mechanically fastened to existing LWC deck. Fastening pattern shall match existing.

-Provide new thermal insulation (2.5" ISO), 1/2" Securock, and tapered ISO as applicable adhered in cold insulation adhesive.

-Provide minimum 85 mil, fiberglass reinforced, SBS smooth surfaced base sheet adhered in manufacturer's Mod-bid adhesive.

-Provide Hyload 150E CTEM membrane set in Hyload Cold Ply Adhesive.

-Provide granulated SBS, fiberglass reinforced modified bitumen cap sheet membrane set in manufacturer's cold applied mod bit adhesive.

-Provide granulated SBS "Torch Grade" stripping ply around perimeter of repair at the tie-in to existing.

-Includes 9 (nine) drains

-Provide one-year warranty on materials & workmanship.

Exclusions - asbestos testing, abatement, or repairs for roofs, ladders, roof hatches, roof equipment supports, roof curbs, wall panels, MEP, skylights, raising of units, piping, chiller lines, metal roofs, and roof deck repairs, canopies, and any item not mentioned above.

We Propose hereby to furnish labor - complete in accordance with above specifications for the sum of:

Ninety Thousand Nine Hundred Sixty-Nine & 00/100 Dollars **($ 90,969.00)**

Applicable Taxes Not Included

Payment to be made as follows:
Progress Payments

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

THIS PROPOSAL IS VALID FOR 30 DAYS.

Date of Acceptance_____

Authorized Signature_____

ARGIO ROOFING

SINCE 2007

Proposal #25-114R

June 24, 2025

San Benito CISD
Attention: Mr. Eddie Cavazos

Project:
San Benito High School Roof Drain Replacement Repair Work (Revised 06/12/2025)

Provide the following scope of work:

1. Remove existing roofing membranes, coverboard, insulation, and anchor base sheet at the roof drain sump area to extending up onto the surrounding field of roof a minimum of 12".
2. Remove the existing roof drain in its entirety to include associated accessory components and replace with new cast iron roof drain to match existing size, style, type, etc. and reconnect to existing drain leader line. To include replacement of the vertical leader line from the drain bowl to the elbow and extending a minimum of two feet (2'-0") of the horizontal line from elbow. Provide new leader line, coupling, elbow, and any associated hubs, connections, clamps, etc. for a complete installation. Provide blocking, supports, etc. as necessary to set drain to proper height and properly secure drain to roof deck.
3. Provide new roof insulation, coverboard, and tapered insulation to match existing.
4. Provide new, min. 30" x 30", 4# sheet lead at roof drain.
5. Provide water stop sealant at base of existing insulation to existing LWC deck to include a water stop membrane. Refer to attached detail.
6. Provide new SBS venting base anchor base sheet mechanically fastened to existing LWC deck. Fastening pattern shall match existing.
7. Provide new thermal insulation (2.5" ISO), ½" Securock, and Tapered ISO as applicable adhered in cold insulation adhesive.
8. Provide minimum 85 mil, fiberglass reinforced, SBS smooth surfaced base sheet adhered in manufacturer's Mod-Bit cold adhesive.
9. Provide Hyload 150E CTEM membrane set in Hyload Cold Ply Adhesive.
10. Provide granulated SBS, fiberglass reinforced modified bitumen cap sheet membrane set in manufacturer's cold applied mod bit adhesive.
11. Provide granulated SBS "Torch Grade" stripping ply around perimeter of repair at tie-in to existing.
12. Provide one year warranty on materials and workmanship.
13. Choice Partners #23/041MR-02

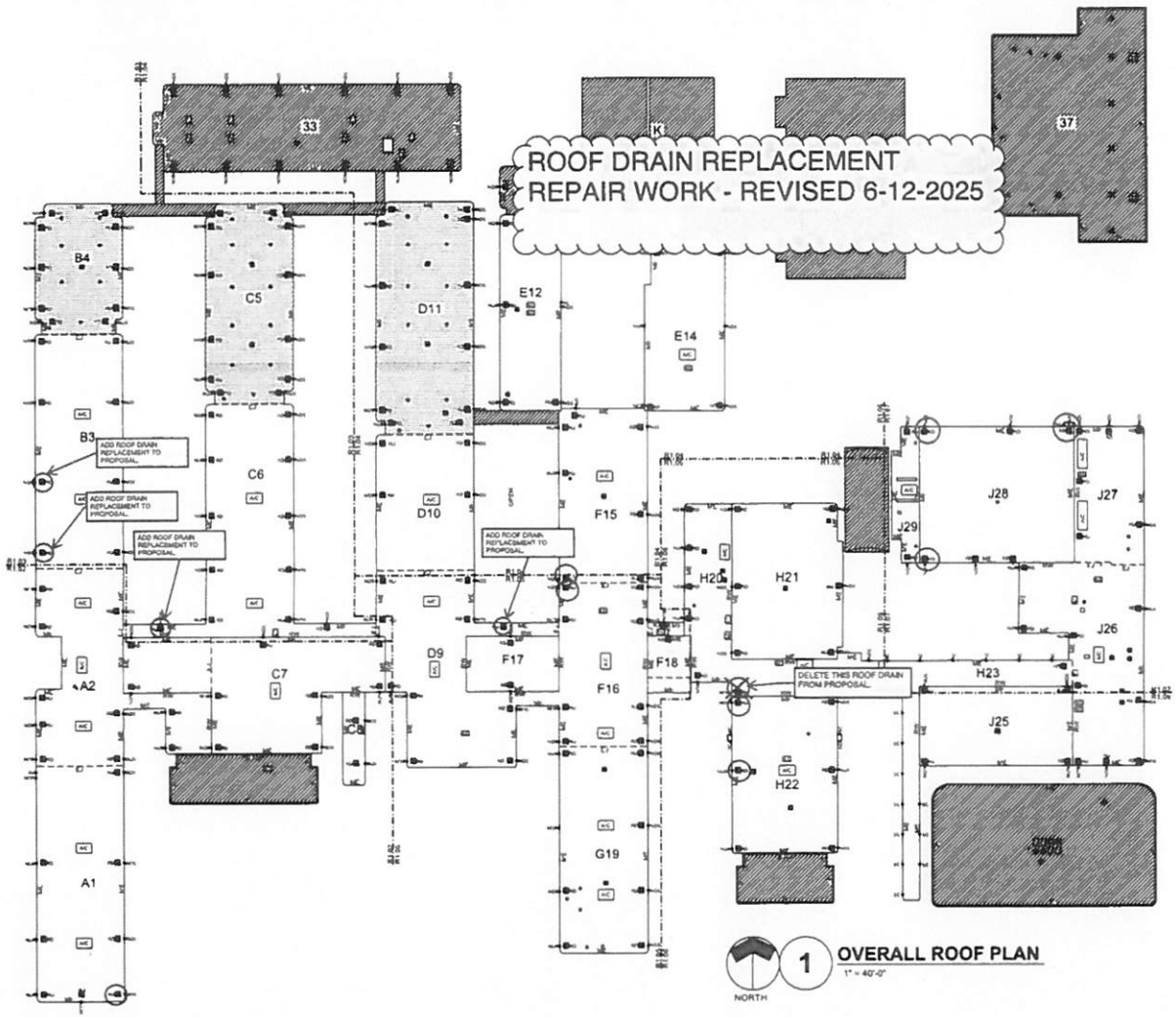
Grand Total Amount: $61,527.00

Exclusions: Taxes; Bonds; Permits; Allowances; MEP; Windstorm; M.E.P.; Roof Accessories; Walkway Pads; Roof Hatches; Pipe Supports; Wood Nailers; Pitch Pans; Structural Work; Waterproofing; brick work; thru-wall work; Splash blocks; Roof curbs; Cutting or Patching of Deck; Wall Panels; and any other items not mentioned above.

Rogerio Escobedo, President

R. G. V. 413 S A St., Harlingen, TX 78550 . (956) 364-3483 . msantana@argioroofing.com
Houston 3802 Palm Crest Dr., Rosharon, TX 77583 . Arizona 2209 W. 1st St. #109 Tempe AZ. 85281
www.argioroofing.com

NATIONAL ROOFING CONTRACTORS ASSOCIATION



1 OVERALL ROOF PLAN
1" = 40'-0"

NORTH

GENERAL ROOF NOTES

A. PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
B. THE WORD 'PROVIDE' SHALL MEAN 'FURNISH AND INSTALL COMPLETE AND READY TO USE.'
C. IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY QUANTITY AND PRICE SHALL SUPERSEDE.
D. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BECOME FAMILIAR WITH THE PROJECT AND THE ON-SITE / OFF-SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING WORK.
E. PROVIDE METAL END CLOSURE ON EXPANSION JOINTS WHERE THEY OCCUR AT THE EDGE OF THE ROOF.
F. ROOF SLOPES SHOWN ON DRAWING ARE GENERAL AND CONCEPTUAL ONLY. PROVIDE POSITIVE DRAINAGE TO ALL ROOF DRAINS. VERIFY TAPER IN SHOP DRAWINGS.
G. PROVIDE TAPERED INSULATION CRICKETS (1/2"/FT. MIN. SLOPE) AT HIGH SIDE OF ALL MECHANICAL UNITS, SHOW VENTS, ROOF HATCHES & OTHER MISC. ROOF PENETRATIONS, TO SHED WATER AROUND & TO ENSURE POSITIVE ROOF DRAINAGE.
H. PROVIDE ADDITIONAL FULLY ADHERED MEMBRANE & AS PROTECTION AT "SERVICE SIDE" OF ALL MECH. EQUIPMENT - FIELD VERIFY LOCATIONS, AS WELL AS PROTECTION AT "ACCESS SIDE" OF ALL ROOF HATCHES AND ROOF ACCESS LADDERS. FIELD VERIFY LOCATIONS AND AT DOWNSPOUT LOCATIONS.
I. ALL WOOD BLOCKING AT ROOF EDGES ARE TO BE FABRICATED FROM CONT. 2X FR-WD BOARDS. PROVIDE LARGER 2X FR-WD AS REQUIRED PER DIMENSIONED DETAILS TO ON AS PER FIELD CONDITIONS DICTATE. ALL COPING TO BE SLOPED TOWARD THE INTERIOR.
J. ALL EXPOSED FLASHING, COPING (IF APPLICABLE) AND THEIR ACCESSORIES SHALL BE AS SPECIFIED. PAINT ALL METAL FLASHING THAT IS NOT PREFINISHED (TYP.) AND VISIBLE FROM THE GROUND.
K. HEIGHT OF ALL PARAPETS SHALL BE FLUSH WITH NEW INSULATION THICKNESS
L. ALL THROUGH FLASHING SYSTEMS TO ACCOMMODATE 8" MINIMUM FLASHING HEIGHT FROM FINISHED ROOF SURFACE. PROVIDE END DAMS AS CONDITIONS ALLOW. ALL FLASHING TO HAVE 4" LAP MINIMUM AND ON SEAM.
M. ALL PITCH PANS SHALL BE DOUBLE SOLDERED STAINLESS STEEL AND REPLACE WITH MECHANICALLY ATTACHED GOOSENECK OR METAL SCRAPER. METAL BONNETS SHALL BE SECURED WITH CLAMPING RING AND SEALANT. SPECIAL CARE GIVEN TO WASH ALL METAL PRIOR TO INSTALLATION.
N. ALL INFIELD EXPANSION JOINTS SHALL HAVE LOW SLOPED STANDING SEAM JOINTS AND SHALL BE CHAMFERED AT TERMINATION AT ROOF EDGE TO MEET PROFILE OF PERIMETER.
O. ANY CRACKS OR VOIDS IN RISE WALLS ABOVE COUNTER FLASHING SHALL BE REPAIRED WITH COMPATIBLE SEALANT.
P. ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLIP. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLIP AND SEAL.
Q. PROVIDE NEW CONCRETE SPLASH BLOCKS ON ROOF ELEVATION SUPPORTED BY A WALK PAD WHERE DOWN SPOUTS OCCUR.
R. ALL PIPE AND CONDUIT SHALL RECEIVE PIPE SUPPORTS AND RELATED SHIMS, AND SHALL BE PLACED ON AN ADDITIONAL FULLY ADHERED ROOF MEMBRANE UNDER SPECIFIED WALK PAD PRIOR TO SURFACE APPLICATION. SUPPORTS TO OCCUR AT 10'-0" O.C. AND WITHIN 2'-0" OF ALL SLOPES, TEES AND CORNERS. ALL PIPE TO BE PAINTED PER BUILDING CODE REQUIREMENTS.
S. ALL METAL FLASHING SHALL EXTEND BEYOND ROOF EDGE MIN. 6" WHERE FLASHING MEETS VERTICAL WALL SURFACE AS DETAILED. ALL FLASHING SHALL BE INSTALLED IN SHINGLE FASHION.
T. AT ALL LOCATIONS WHERE CONVERGENCE OF MULTIPLE PLANE OF ROOFING TO WALL OCCURS, PREFABRICATE THERMOPLASTIC ROOF TO BE INSTALLED OVER NEW ROOFING, COMPLETELY OVERLAYING THE TRANSITIONS OF ALL ROOF TO WALL ELEVATIONS, INSIDE / OUTSIDE 90'S ETC. PRIOR TO METAL INSTALLATION

BASE BID

CONSISTS OF AREAS - A1, A2, B3, C5-8, D9, D10, F15, F16, F17, F18, G19, H20-23, J25-29.

ALTERNATE PROPOSAL 2

CONSISTS OF AREAS - B4, C5, D11

SOIL/PLUMBING VENT
PITCH PAN
FLANGE MOUNTED EQUIPMENT
PROCESS VENT STACK
HOT STACK
VENT STACK
CURB MOUNTED VENT
FLANGE MOUNTED VENT
A/C UNIT
PLENUM A/C ON PITCH PANS
CURB MOUNTED EQUIPMENT
MISCELLANEOUS EQUIPMENT
MISCELLANEOUS EQUIPMENT ON PP
ROOF HATCH
PRIMARY ROOF DRAIN
SCUPPER
OVERFLOW ROOF DRAIN
NEW OVERFLOW SCUPPER
PRIMARY AND OVERFLOW ROOF DRAIN
EDGE SCUPPER
DS
DOWN SPOUT
THROUGH WALL SCUPPER
EXISTING ROOF DRAIN
EXISTING OVERFLOW ROOF DRAIN
EXPANSION JOINT
PARAPET
METAL EDGE W / GUTTER
RISE WALL
METAL EDGE
SLOPE DIRECTION
RISE WALL
EXISTING PARAPET
RISE WALL W / EXPANSION JOINT

ROOF LEGEND

- ROOF AREAS TO REMAIN - NOT INCLUDED
- ALTERNATE PROPOSAL 2 ROOF AREAS
- REFERS TO WINDOW ELEVATION

ARMKO INDUSTRIES, INC.

Contractor shall verify all substrates, dimensions, penetrations, curbs, etc. those shown are typical but may not be all inclusive

Copyright 2009 by Armko Industries

ISSUES

SAN BENITO CISD
SAN BENITO HIGH SCHOOL
450 SOUTH WILLIAMS ROAD
SAN BENITO, TX

JOB 20101220-46
DATE 12.09.10
DRAWN BY: JA
SHEET R1.01

TADCO ROOFING & WATERPROOFING

TADCO ROOFING & WATERPROOFING
902 E Owassa Rd, Edinburg, TX 78542

PROPOSAL DATE: 6/24/2025

PROJECT NAME: San Benito High School Roof Drain Repairs
PROJECT ADDRESS: 450 S Oscar Williams Rd, San Benito, TX 78586

CUSTOMER		BILLING INFORMATION	
Name:	Eddie Cavazos	*Name:*	
Company:	San Benito CISD	*Company:*	
Address:	2001 Utex Dr, San Benito, TX 78586	*Address:*	
Phone:	(956) 361-6390	*Phone:*	
E-mail:	jecavazos@sbcisd.net	*E-mail:*	

SCOPE OF WORK:

MANUFACTURER / SYSTEM TYPE : **Site Visit: YES** **Specs: No**

* Remove existing roofing membranes, coverboard, insulation, and anchor base sheet at the
* roof drain sump area to extending up onto the surrounding field of roof a minimum of 12".
*
* Remove the existing roof drain in its entirety to include associated accessory
* components and replace with new cast iron roof drain to match existing size, style,
* type, etc. and reconnect to existing drain leader line. To include replacement of the
* vertical leader line from the drain bowl to the elbow and extending a minimum of
* two feet (2'-0") of the horizontal line from elbow. Provide new leader line, coupling,
* elbow, and any associated hubs, connections, clamps, etc. for a complete
* installation. Provide blocking, supports, etc. as necessary to set drain to proper
* height and properly secure drain to roof deck.
*
* Provide new roof insulation, coverboard, and tapered insulation to match existing.
*
* Provide new, min. 30" x 30", 4# sheet lead at roof drain.
*

See page 2 for additional scope

PROPOSED SF/LF	See SOW	PRODUCT WARRANTY	*N/A*
		INSTALLER WARRANTY	*N/A*

BASE BID	$105,110.00
TAX	$0.00
TOTAL BASE BID	$105,110.00

Customer Name/Title: _____
Customer Signature: _____
Date: _____

TADCO Signature: _____
Date: _____

Price includes labor, materials, taxes, insurance and additional fees (if applicable).
Major credit card, checks and cash are accepted.
Credit cards are subject to a 3% upcharge.
TADCO is not responsible for any areas that are not specifically noted in the above mentioned scope of work.

TADCO ROOFING & WATERPROOFING

TADCO ROOFING & WATERPROOFING
902 E Owassa Rd, Edinburg, TX 78542

* Provide water stop sealant at base of existing insulation to existing LWC deck to include a water stop membrane.
* Provide new SBS venting base anchor base sheet mechanically fastened to existing LWC deck. Fastening pattern shall match existing.
* Provide new thermal insulation (2.5" ISO), ½" Securock, and Tapered ISO as applicable adhered in cold insulation adhesive.
* Provide minimum 85 mil, fiberglass reinforced, SBS smooth surfaced base sheet adhered in manufacturer's Mod-Bit cold adhesive.
* Provide Hyload 150E CTEM membrane set in Hyload Cold Ply Adhesive.
* Provide granulated SBS, fiberglass reinforced modified bitumen cap sheet membrane set in manufacturer's cold applied mod bit adhesive.
* Provide granulated SBS "Torch Grade" stripping ply around perimeter of repair at tie in to existing.
* Provide one year warranty on materials and workmanship.

Customer Initial_____

TADCO ROOFING & WATERPROOFING
902 E Owassa Rd, Edinburg, TX 78542

Exclusions To Scope Of Work

- Contingency & Bonds
- HUB/ MXBE/Minority Participation
- Canopy roofs, sunshade, or screens
- Structural metal and / or support framing for any roofing areas
- Any wall materials such as: masonry, stucco, or metal panels
- Any type of decking such as: metal, wood, structural or light weight concrete.
- Skylights, daylights, tubes or vents of any kind
- Roof curbs, sleepers, supports, pipes, duct, or roof top equipment or material
- Any lifting, removal, replacement, or relocation of any equipment or materials
- All HVAC, electrical, plumbing, carpentry, lightning protection or medical gas
- All plumbing connections to downspouts or downspout boots
- Any internal or built-in gutters or downspouts
- Roof hatches, doors, door thresholds, ladders, walkways, crossovers or steps
- Thru-wall flashing, saw cuts or any wall construction of any type
- Any wood blocking, nailer or plywood, gypsum or fiberboard
- Composite board or composite insulation board
- Any type of roof sheathing, sheathing to metal, concrete or wood framing
- Any type of davits to attach safety equipment.
- Any type of landscaping or repairs to landscaping.
- Any asbestos abatement, monitoring, removal or manifesting
- Any types of testing that will be performed on roof
- Any type of metal roofing, metal walls panels, fascia, soffits or connected coping

Terms & Conditions

TADCO Roofing & Waterproofing is not responsible for unforeseen conditions or acts of God that could potentially impact the base proposal price. Any unforeseen conditions are not included. Changes will be included, on an as needed basis.

Payment Terms:

All payments for service rendered are due 30 days after an invoice has been issued, Failure to to pay for service may result in a lien placement or additional penalties.

Customer Initial_____

Outlook

Addition to $50K Line Item

From Mata, Monica <mmata@sbcisd.net>
Date Mon 7/14/2025 7:53 AM
To Martinez, Veronica A. <vemartinez@sbcisd.net>
Cc Cortez, Christopher L. <clcortez@sbcisd.net>

1 attachment (5 MB)
HS Roof Drains.pdf;

Veronica,

As per my text last night, please add the attached to the $50 line item.

Let me know if you have any questions.

Thank you

REQUEST FOR APPROVAL OF PURCHASES FOR CHILD NUTRITION PROGRAM TO SERVICE CAFETERIA EQUIPMENT (FREEZERS, COOLERS AND OVENS)

VENDOR:
TERRA COOLING $138,000.00

ITEMS:
HVAC Equipment, Supplies and Installation of Equipment

TARGETED GOAL:
GOAL 1: F1.2: San Benito CISD will ensure the district is maximizing available resources that effectively support District Goals
OBJECTIVE: F.105 GOAL 5 - San Benito will continuously review the effectiveness and sustainability of the program

FUNDING SOURCE:
Child Nutrition Program Federal Funds
101-E-35-6249-00-001-0-99-400 (All campus Accounts $138,000.00)
through 101-E-35-6249-00-935-0-99-400
Maintenance & Repair Total $138,000.00
FOR SCHOOL YEAR 2025-2026
(See Attached)

PURCHASING METHOD:
Buy Board Contract #720-23

TERRA COOLING OPEN PURCHASE ORDER 2025-2026 SCHOOL YEAR		
CAMPUS	**ACCOUNT**	**AMOUNT REQUESTED**
HIGH SCHOOL	101-E-35-6249-00-001-0-99-400	$8,000
VMA	101-E-35-6249-00-007-0-99-400	$8,000
BERTA CABAZA	101-E-35-6249-00-041-0-99-400	$8,000
MILLER JORDAN	101-E-35-6249-00-042-0-99-400	$8,000
RIVERSIDE	101-E-35-6249-00-043-0-99-400	$8,000
FRED BOOTH	101-E-35-6249-00-101-0-99-400	$8,000
DR CASH	101-E-35-6249-00-103-0-99-400	$8,000
ED DOWNS	101-E-35-6249-00-104-0-99-400	$8,000
RANGERVILLE	101-E-35-6249-00-108-0-99-400	$8,000
FRANK ROBERTS	101-E-35-6249-00-109-0-99-400	$8,000
SULLIVAN	101-E-35-6249-00-110-0-99-400	$8,000
LA ENCANTADA	101-E-35-6249-00-112-0-99-400	$8,000
LA PALOMA	101-E-35-6249-00-114-0-99-400	$8,000
DR. GARZA	101-E-35-6249-00-115-0-99-400	$8,000
DE LA FUENTE	101-E-35-6249-00-116-0-99-400	$8,000
LEAL	101-E-35-6249-00-117-0-99-400	$8,000
LANDRUM	101-E-35-6249-00-004-0-99-400	$3,000
WAREHOUSE	101-E-35-6249-00-935-0-99-400	$7,000
TOTAL		$138,000

BuyBoard Vendor Contract Information Summary

Vendor	Terra Cooling
Contact	Skyler Ovalle
Phone	956-202-3721
Email	skylerterracooling@yahoo.com
Vendor Website	www.terracoolingiaqs.com
TIN	80-0941489
Address Line 1	3110 W. Spur 54
Vendor City	Harlingen
Vendor Zip	78552
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1, 2, 19, 20
States	Texas
Contract Name	HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract No.	720-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Return Policy	If the item is a special order item, it cannot be returned. If the item is a normal "in-stock" item, it can be returned for credit.

7/21/2025 9:15 AM

BuyBoard Vendor Contract Information Summary

An official website of the United States government Here's how you know

Records Retention Policy Impacts Old SAM Registration Data
Show Details
May 21, 2025

See All Alerts

Subaward Reporting is live on SAM.gov **Show Details**
Mar 8, 2025

SAM.GOV®

< Entity

TERRA COOLING LLC

ID Assigned

The entity record has been validated as unique and existing, but is not registered in SAM.gov.

Unique Entity ID
SDR7BNQ8CVA6

Physical Address
3110 W SPUR 54
HARLINGEN, TX
78552-3408, USA

Version
Current Record

SAN BENITO SCHOOLS

REQUEST TO PURCHASE SUMMIT K-12 Digital Renewal

VENDOR:

Summit K-12

ITEMS:

Digital Renewal - TX Connect to Literacy ELD 1000-4999 $29.95 Quantity 1926		$57,683.70
Digital Renewal - TX Connect to Literacy ELD - Teacher $30.00 Quantity 164		$4,920.00
Enhanced Set-Up, Course Creation, Rostering, Single Sign On, & Technical Support $100.00 Quantity 17		$1700.00
	TOTAL	$64,303.70

TARGETED GOAL:

DISTRICT IMPROVEMENT PLAN

Performance Objective 1: ESSA: By June 2026, 80% of all students, with a concentrated effort on all special populations, will meet established standards on the state assessments.

Strategic Plan 1: Ensure academic excellence by providing innovative, high-quality learning environments that prepare every student for success in college, career, or military readiness Objective 1.1: Accelerate student academic growth and increase overall achievement across all grade levels Objective 1.2: Equip all students with the academic, technical, and experimental readiness to successfully transition into college, career, or military pathways. Objective 1.3: Foster the development of well-rounded, engaged students through enrichment opportunities, student leadership, and well being.

FUNDING SOURCE:

263 E 11 6397 00 806 5 25 000 – 24387.50

263 E 11 6397 00 806 6 25 000- 38216.20

263 E 11 6299 00 806 6 25 000- 1700

PURCHASING METHOD:

Choice Partners Cooperative- Contract# 24/030SG-14

SUMMIT K12

Summit K12 Quotation Form
Quotes are valid 90 days from Creation Date
(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	8/12/2025
Subscription End Date (Quote)	6/30/2026

Summit K12
PO Box 26841, Austin, TX 78755
P: 844-331-4737 | Fax: 866-490-8158 | orders@summitk12.com

Prepared By	Katherine Alvarez
Email	katherine.alvarez@summitk12.com
Phone	(844) 331-4737

Quote Number	00013303
Vendor #	05838
Account Name	San Benito Consolidated Independent School District
Contact Name	Ema Gonzalez
Email	emagonzalez@sbcisd.net
ESC	1

Product Code	Product	Sales Price	Quantity	Total Price
9781433402715	TX Connect to Literacy ELD - 1,000-4,999	$29.95	1,926	$57,683.70
9781433406157	TX Connect to Literacy ELD - Teacher	$30.00	164	$4,920.00
PD9003	Enhanced Set-up, Course Creation, Rostering, Single-Sign-on, & technical support - (16-25)	$100.00	17	$1,700.00

Total Price $64,303.70

Professional Development

Up to 30 participants for online and 50 participants for on-site PD sessions.

Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

TERMS and CONDITIONS

How to Order
- Via email at orders@summitk12.com

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

Prices
- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

Terms
- Net 30 days, subject to credit approval

Privacy Policy
https://www.summitk12.com/privacy-policy

Guarantee Information
https://www.summitk12.com/guarantee-information

Connect to Literacy™

ENGLISH LANGUAGE DEVELOPMENT SOLUTIONS FOR TEXAS

- Empower all EBs to grow at least one proficiency level per year or your money back
- Accelerate reclassification of EB students including long-term ELs
- Support every newcomer student with 30+ home languages
- Achieve long-term TELPAS proficiency growth targets in Domain III

TEACHERS

- Explicit and systematic instruction
- Differentiated and scaffolded instruction for small groups and individuals
- Comprehensive progress-monitoring and reports
- AI auto-scoring for Speaking and Writing item types
- Scope and sequence to guide instruction throughout the year

ADMIN

- Comprehensive progress-monitoring and reports
- Practice items and assessments modeled after the TELPAS
- Support for long-term TELPAS growth targets
- EBs are guaranteed to gain at least one proficiency level per year*
- Valid and reliable predictor of student outcomes on TELPAS

MONEY BACK GUARANTEE

All EB students will gain at least one proficiency level per year!*

STUDENTS

- Video lesson models, guided practice, and assessments for individual practice
- Content differentiated to grade level bands and each students' ELD needs
- Personalized Learning Plans

FAMILY

- Student progress reports and parent letters in 30+ languages to explain the C2L program
- Family access logins for family members to learn English at their own pace
- Family engagement workshops (Sp/En)

Request Approval of Proposals on General Merchandise and Services – RFP-0724-GMS

Superintendent's Recommendation:

That the Board of Trustees approve the recommendation to accept the best value bid proposals as indicated on the attached bid tabulation as being in the best interest of San Benito CISD.

Rationale:

Currently, the SBCISD purchases from local and area vendors for general merchandise and services on an "as needed" basis. These items are purchased by all schools and departments districtwide.

Due to the amount of purchases necessitated by schools and departments districtwide, the administration solicited sealed proposals. In addition, the SBCISD will be in compliance with the purchasing rules and regulations as required by local and state policies. Request for proposals were due Thursday, November 09, 2023 at 3:00 p.m. where they were received.

Please see the attached bid tabulation. It is the recommendation of the administration to accept all the vendors that properly submitted Form 1295-Certificate of Interested Parties, and other required forms for these items as being in the best interest of the San Benito CISD. The contract will commence from the date of Board approval for a period of one year as being in the best interest of San Benito CISD.

Paperwork Impact:

This will not generate additional paperwork for the District

Budgetary Information:

N/A

Resource Personnel:

Christopher Lee Cortez, Interim Chief Financial Officer / Accounting Director
Officer Eddie Cavazos, Director of Purchasing

Board Policy Reference and Compliance

Board Meeting Date: August 13, 2025

GENERAL MERCHANDISE AND SERVICES
RFP-0724-GMS

RFP-0724-GMS		BOARD APPROVED: 08/13/2024			Expiration: 08/13/2025	Expenses to date	
Vendor	Vendor Location	Topic	Phone Number	Contact Person	Email	2024	2025
Aisys Consulting, LLC	McAllen, TX	5% discount; suplies, equipment, technology for audio visual equipment; Sonsulting services for AV installation, AV system design, Av Training/Professional Development.	956-686-0101	Elizabeth Lopez	elopez@aisysconsulting.com	$ 48,109.63	$ 6,106.10
AKRONTROLS, LLC	Brownsville, TX	Johnson controls service and installation	956-433-1220	Rosbel Villarreal	akrontrols@gmail.com	$ 8,680.00	$ 5,000.00
Apress Express Cleaners	San Benito, TX	Goods and services	956-399-1150	Ricardo F. Gavito	rgavito@aol.com	$ 12,720.15	$ 3,520.00
C & S Safety Supply	McAllen, TX	Safety supplies, equipment, and hardware.	956-687-4852	Sean Donnelly	cssafety9703@sbcglobal.net	$ 11,360.35	$ 4,943.75
Chuys Custom Sports	San Benito, TX	10% discount on purchases/services made at store	956-399-5685	Jesus Aguilera	ccs.orders1@gmail.com	$ 64,330.15	$ 21,508.31
Created Promotions, LLC	Harlingen, TX	Embroidery , direct to garment, direct to film, vinyl, sublimation, and screen printingf or apparel-ffice wean team uniforms, team spirit wear, and promotional items. Awards-medallions and trophies. Awards-medallions and trophies.	956-440-9933	Michele Luna	createdpromos@gmail.com	$ -	$ -
Dealers Electrical Supply	Harlingen, TX	30% discount on goods and services.	956-425-8690	Dante Abad	dabad@dealerselectrical.com	$ 1,290.00	$ -
Dragon Fire Systems	San Benito, TX	Goods and services	956-281-6701	Raul Atkinson	rgvdragon@gmail.com	$ 2,575.00	$ 2,985.00
HEB LP	San Antonio, TX	Goods and services	800-987-4438	Christy Braddock	braddock.christy@heb.com	$ 60,387.36	$ 36,181.16
Herff Jones	McAllen, TX	10% discount on goods and services	956-971-0064	Luis J Garza	lgarza@herffjones.com	$ 9,374.46	$ 8,993.67
J. Maya Design & Graphics	San Benito, TX	35% discount for goods and services	956-399-7288	Jeremy Maya	mjprinting@sbcglobal.net	$ 64,197.65	$ 38,313.50
J & J Tire & Auto	San Benito, TX	Repairs and services for vehicles.	956-361-6041	Julio Robles, Jr.	jjtarobles1994@gmail.com	$ 2,452.97	$ 508.99
Luck's Music Library	Madison Heights, MI	0-10% discount; *$50 minimum purchase to receive 10% catalog discount. Not valid on Suzuki or Hinshaw publications, Solo & Ensemble repertoire, Professional Pops editions, or folders.	248-583-1820	Melissa Luck	bids@lucksmusic.com	$ -	$ -
Luis Ostos LLC dba Proforma Diversified Corporate Solutions	Austin, TX	15% discount . Proforma DCS specializes in promotional products, branded apparel, commercial printing, online company stores an wide format graphics.	800-600-4350	Luis Ostos	luis.ostos@proformadcs.com	$ -	$ -
Marentco Inc. dba Big John	San Benito, TX	15% discount; rental of equipment	956-276-9446	Johnny Gutierrez	johnny@tejasequipment.com	$ -	$ -
Marentco Inc. dba Tejas Equipment	San Benito, TX	15% discount; rental of equipment	956-276-9446	Johnny Gutierrez	johnny@tejasequipment.com	$ 165.00	$ 664.35
Mares Tires	San Benito, TX	Tires, oil changes, services-alignment, brakes, general mechanic work.	956-399-3944	David Mares	marestires@hotmail.com	$ 43,634.72	$ 7,163.00
Paxton/Patterson	Alsip, IL	7% discount is off our online catalog (westore) Paxton/Patterson is a distributor of vocational supplies, tools, and CTE supplies.	800-323-8484	Danielle Glodowski	sales@paxpat.com	$ 5,253.84	$ 1,287.60
Pete Robinson & Son, Inc	San Benito, TX	Goods and services	956-367-1909	Barbara Robinson	megone@att.net	$ 421.00	$ 181.50
Positive Promotions, Inc.	Hauppauge, NY	Goods and services	877-258-1225	Luke Marchese	bids@positivepromotions.com	$ 5,265.98	$ 3,856.71
Quick Strings LLC	San Benito, TX	Goods and services	956-226-4724	Axel M. Ortiz	axelmtz99586@gmail.com	$ 2,998.00	$ -
Salvador Trey Gonzalez dba Lamac	McAllen, TX	Goods and services	956682-0552	Salvador Trey Gonzalez	lamacmcallen@gmail.com	$ 9,563.67	$ 8,874.34
Sam's Club	Harlingen, TX	Goods and services	956-507-7305	Johnathan Juarez	j0j0lqh.s06269.us@samsclub.com	$ 238,069.20	$ 121,818.73
School Specialty, LLC	Greenville, WI	35% off Supplies; 14% off furniture, equip, & AV; discount is off the current list price at the time of the order. Limited to the product categories listed in our covered letter	888-388-3224	Sarah Peterson	bidnotices@schoolspecialty.com	$ 231,532.70	$ 34,314.80
Slick's Premium Car Wash LLC	San Benito, TX	Detail includes outside wash, shine inside and out, vacuum, and spray wax.	956-535-0977	Orlando Garza	slickscarwash@gmail.com	$ 70.00	$ 95.00
South Texas Bolts and Supply	Harlingen, TX	Bolts, screws, and supplies	956-412-2640	Ivan Iglesias	south-texas-bolt-supply@yahoo.com	$ 10,798.95	$ 1,391.96
Superior Alarms	McAllen, TX	10% discount; security systems, access control, fire alarm, CCTV, low votage coummunications, UL listed central station monitoring services.	956-682-6005	Alan Yoder	alan@superioralarms.com	$ 60,655.24	$ 15,922.72
The Collision Stop Express	San Bentio, TX	Services for auto collision repairs	956-399-5644	Aaron D Mendez, Jr.	aaron@collisionstop.com	$ -	$ -
TOPS-The Outdoor Power Store	Harlingen, TX	10-15% discount on parts & whole goods	956-423-4375	Louis Chavez	louis14tclc@yahoo.com	$ 51,166.82	$ 4,401.57
Valley Fire & Safety	San Benito, TX	Goods and services	956-399-4088	Juan M Villarreal, Jr.	valleyfire956@gmail.com	$ 15,342.06	$ -
Valley Shredding LLC	Los Fresnos, TX	Will provide containers for the collection of documents to be shredded, and all documents will be shredded on site	956-233-4780	Beverly Meyn	bev@valleyshredding.com	$ 2,069.00	$ 2,586.50
Window Depot USA of South Texas	Harlingen, TX	Supply & installation of windows	956-428-3000	Ricardo B Navarro	bryan@windowdepotsouthtexas.com	$ -	$ -

Request Approval of 2025-2026 Unemployment Compensation with Texas Association of School Boards.

Superintendent's Recommendation:

That the Board of Trustees approve the 2025-2026 Unemployment compensation renewal with Texas Association of School Board in the amount of $91,713.00. Last year's premium was $109,182.00. We are saving the difference of $17,469.00

Rationale:

The Administration recommends approving the Unemployment Compensation as part of the Inter-Local Agreement with TASB for the 2025-2026 School Year as it is in the best interest for San Benito CISD.

Paperwork Impact:

This will not generate additional paperwork for the District.
863-00-2158-02-000-0-00-000
xxx-xx-6143-xx-xx-x-xx-xxx

Budgetary Information:

Funds have been budgeted for the 2025-2026 school year.

Resource Personnel:

Eddie Cavazos, Director of Purchasing
Erika Erchartea, Executive Director of Administrative Services
Christopher Cortez, Interim Chief Financial Officer

Board Policy Reference and Compliance:

N/A

TASB™ RISK FUND

TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

July 25, 2025

Erika Echartea

San Benito CISD

Dear Erika Echartea,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Adrian Pena or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.

TASB™ RISK FUND

TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

Sincerely,
Adrian Pena
Senior Risk Management Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 1 (512) 505-2809

CC:

Fund Members' Conference

APRIL 26-28, 2026

Kalahari Resorts and Conventions
Round Rock, Texas

Don't miss the Fund's premier event for learning, networking, and everything risk management. Registration coming soon!

- Timely and Relevant Topics
- Networking Opportunities
- One Complimentary Hotel Stay at the Kalahari Resort per eligible Fund member, based on availability.

Nominations Open for the Fund

Excellence Awards

Help recognize innovative risk strategies- nominate a Fund member today! The Fund will celebrate award recipients with:

- $5,000 toward their risk management programs
- Recognition at the 2026 Fund Members' Conference

Scan to Learn More

bitly

TASB™ RISK FUND

tasbrmf.org for more info

TASB RISK FUND

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San Benito CISD

Contribution & Coverage Summary (CCS)
Participation Period: 10/1/2025 through 9/30/2026

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	**$91,713**
Total Contribution			**$91,713**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.

TASB RISK FUND

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San Benito CISD

Unemployment Compensation
Participation Period: 10/1/2025 through 9/30/2026
Total Contribution: $91,713

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	**$91,713**

Unemployment Compensation Provisions

Agreement: This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member's quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member's participation in the Fund's UC program for which the Fund paid benefits, are owed to the Fund. The Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent the Fund Member in its relations with TWC.

The Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. The Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. The Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for the Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, the Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, the Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

Contribution: The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund's overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member's claims experience. The contribution is not adjustable during the coverage period due to changes in the Fund Member's wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member's unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member's annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member's own claims.

Assistance: The Fund's services include assistance to the Fund Member with TWC hearings. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to the Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with the Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of the Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.

TASB RISK FUND

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Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and email address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates in this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF - Property	Eddie Cavazos	Director, Purchasing	jecavazos@sbcisd.net
TASB RMF-Auto	Eddie Cavazos	Director, Purchasing	jecavazos@sbcisd.net
TASB RMF-Liability	Eddie Cavazos	Director, Purchasing	jecavazos@sbcisd.net
TASB RMF-Unemployment Compensation	Erika Echartea	Director of HR	eechartea@sbcisd.net
TASB RMF-Workers' Compensation	Eddie Cavazos	Director, Purchasing	jecavazos@sbcisd.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.

TASB RISK FUND

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Contribution & Coverage Summary General Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature	Date
Printed Name	Title

INSURANCE PRODUCT		**ANNUAL PREMIUM** *TASB*	*EFFECTIVE DATE*
UNEMPLOYMENT COMPENSATION	$	91,713.00	10/01/2025-09/30/2026
UNEMPLOYMENT COMPENSATION	$	109,182.00	10/1/24-09/30/2025
UNEMPLOYMENT COMPENSATION	$	111,410.00	10/1/23-09/30/2024
UNEMPLOYMENT COMPENSATION	$	111,410.00	10/1/22-09/30/2023
UNEMPLOYMENT COMPENSATION	$	116,052.00	10/1/21-09/30/2022
UNEMPLOYMENT COMPENSATION	$	136,532.00	10/1/20-09/30/2021
UNEMPLOYMENT COMPENSATION	$	68,266.00	10/1/19-09/30/2020

Request Approval of the Memorandum of Agreement for Region One Education Service Center (PEIMS Cooperative) with San Benito CISD

Superintendent's Recommendation:
The Superintendent recommends to the Board of Trustees to approve the Memorandum of Agreement for Region One Education Service Center with San Benito CISD.

Rationale:
The purpose of the Agreement is to provide PEIMS Services to the Participating District. Please see attachment, Role of Region One ESC on pages 2-3 of MOU.

Paperwork Impact:
Minimal

Budget:
199 E 53 6239 00 725 0 99 000 $6,000

Resource Personnel:
Alfredo Perez, Superintendent of Schools
Christopher Cortez, Interim Chief Financial Officer/Accounting Director

Board Policy Reference and Compliance:
N/A

REGION ONE EDUCATION SERVICE CENTER

Memorandum of Agreement for
Region One Education Service Center
with
SAN BENITO CISD

This Memorandum of Agreement "Agreement" is entered into by and between Region One Education Service Center (hereinafter Region One ESC) and SAN BENITO CISD ("Participating District").

The purpose of the Agreement is to provide PEIMS services to the Participating District.

WITNESSETH:

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with ESCs; and

WHEREAS, the Participating District desires to purchase certain support services; and

WHEREAS, Texas Education Code 8.002 permits regional education service centers, at the discretion of the commissioner of education, to provide services to assist schools in increasing efficiency and effectiveness of school operations (TEC 8.002). Authority for such services is granted under Texas government Code 791.001 et seq, as amended.

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

1. Term of Contract:

The term of the agreement is 09/01/2025 to 08/31/2026

2. Termination of the Contract:

Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fifteen (15) calendar days prior to the date of termination. In the event of termination Region One ESC shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay Region One ESC that amount.

3. Role of Region One ESC:

Scope of work:

This commitment form is an agreement for Region One Education Service Center to provide technical assistance, support, and training as described in our attached TSDS PEIMS Cooperative Schedule of Services. In return for services, the district/charter will commit to payment of fees as stated below.

TSDS PEIMS Basic Services:
Services provided to all LEAs at no cost; Region 1 ESC PEIMS Staff provides the following services to all of our LEAs in this region:

- Designate ESC PEIMS contact person and alternate;
- Inform the districts of pertinent PEIMS and TSDS documents;
- Communicate TEA submission and resubmission deadlines;
- Provide listing of the required records, data elements, and required code tables;
- Forward change/update communications from TEA;
- Respond to TIMS tickets for support questions regarding PEIMS;
- Monitor the completion of Superintendent Approvals; and
- Accept LEA PEIMS submissions in TSDS.

TSDS PEIMS Coop - Schedule of Services (available via contract):
Members of the PEIMS Coop will receive basic services plus the following enhanced services:

- Provide training sessions related to PEIMS such as but not limited to:
  - Annual fall and spring update trainings;
  - PEIMS records overview for the four PEIMS submissions (Fall, Mid-Year, Summer, and Extended);
  - TSDS-PEIMS technical training as needed; and
- Present training sessions concerning TSDS Core Collections
  - Charter School Waitlist
  - ECDS
  - SPPI-14
  - Class Roster

    - RFT
    - Special Education Language Acquisition
    - Child Find
- Training and Support for TSDS Upgrade Ed-Fi
- Provide telephone support and technical assistance with TSDS Core Collection submissions
- Assist districts with TSDS data submission to the TSDS system in order to meet published deadlines;
- Access to the New PEIMS Coordinator Academy
- Access to the "PEIMS Coordinator Monthly Updates" webinar
- Provide consultation and technical telephone support to the district's PEIMS Coordinator and PEIMS-related personnel on:
    - Texas Education Data Standards;
    - Student Attendance Accounting Handbook;
    - TSDS PEIMS usage, reports, and errors; and
    - TSDS Unique ID discrepancies
    - Texas Records Exchange (TREx)
- Contingent on meeting ESC due dates, provide additional data analysis by:
    - Reviewing summary reports for data anomalies;
    - Providing Ad hoc reports;
    - Fall, Mid-Year, Summer, and Extended Collection custom reports as needed; provide submission summary reports to assist districts in determining that their submissions contain data for all records required by the collections;
- Access to the PEIMS Coop Sharepoint Site that includes
    - Resource Repository including Checklists and Data Layouts
    - Training Library
    - Calendar of Events
    - Archived LEA PEIMS Fall Disaggregation reports
- Access to Tableau Data Visualization and Analytics Dashboard Workbooks
    - Budgeting Tools – Student, Staff, and Actual Financial Data
    - PEIMS Data Dives – Student Fall, Discipline, CCMR
- Maintain a Regional database for five years (Region One associated LEA's);
- TSDS Incident Management System (TIMS) support in all components;

PEIMS Staff Development Services:

Districts and charters occasionally need ESC PEIMS personnel assistance on-site to conduct in-district information sessions for campus and district administrators and PEIMS personnel.

On-Site/virtual trainings will be assessed at half or full day sessions and are not included with Coop membership fee. Pricing is as follows: $1,500 daily rate per ESC specialist.

4. Role of Participating District:

When appropriate, Participating District should provide the materials, supplies, hardware/network support, and maintenance needed for the technical support specialist to complete the assigned task.

5. Costs:

Annual Contract Cost $6,000.00
District will be invoiced on an annual basis.

Annual Subscription Breakdown

Item Description	Price
TSDS PEIMS Cooperative	6,000.00
Annual Subscription Grand Total	**6,000.00**

6. Limitation of Liability:

To the extent allowed by law, SAN BENITO CISD agrees to indemnify, defend and hold harmless the Region One ESC, directors, officers, and employees from and against any losses, or damages that may occur due to Region One ESC carrying out the agreed upon services as specified in this contract.

Authorization

Region One ESC	**Participating District**
Dr. Daniel P. King Executive Director	Superintendent or designee
Date:	**Date:**
Email: dking@esc1.net	**Email:**
Phone: (956) 984-6005	**Phone:**
	Contact Person:

Request Approval of the Revisions to the 2025-2026 Compensation Plan

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Revisions to the 2025-2026 Compensation Plan.

Rationale:

Revisions to the compensation plan:

- Speech Language Pathologist - Intern (NEW)

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools
Erika Echartez, Executive Director of Administrative Services

Board Policy Reference and Compliance:

2025-2026 Administrative/Professional Pay Plan
San Benito CISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
G1			**Daily**	**194.99**	**234.89**	**274.79**
	ASP Family Engagement	226	**226** **Days**	44,068	53,085	62,103
	Coordinator, ASP	226				
	Manager, ADSY Project (Grant Funded)	226				
1			**Daily**	**231.00**	**278.27**	**325.54**
	Coordinator, Drop Out Prevention	226	**226** **Days**	52,206	62,890	73,571
	Specialist, Social Media/Communications	226				
	Specialist, Curriculum	226				
2			**Daily**	**$272.57**	**$328.35**	**$384.13**
	Accountant	226	**187** **Days**	50,971	61,402	71,833
	Assistant, Speech Language Pathologist	187	**226** **Days**	61,602	74,208	86,814
	Coordinator, Safety	226				
	Manager, Tech Services	226				
3			**Daily**	**$297.11**	**$357.91**	**$418.71**
	Athletic Trainer	207	**187** **Days**	55,559	66,929	78,298
	Coordinator, Gear Up/CCMR	197	**197** **Days**	58,530	70,508	82,486
	Counselor (ES, MS)	207	**207** **Days**	61,501	74,087	86,673
	Dyslexia (Part Time)	187	**226** **Days**	67,146	80,887	94,628
	Asst. Director, ASP	226				
	Coordinator, Insurance	226				
	Coordinator, Television Media	226				
	Generalist, HR	226				
	Instructional Technologist	226				
	Manager, Construction	226				
	Manager, Network	226				
	Specialist, Student Success	197				
	Systems Administrator	226				
4			**Daily**	**$323.85**	**$390.12**	**$456.39**
	Speech Language Pathologist - Intern (NEW)	**187**	**187** **Days**	$60,561	$72,953	$85,346
	Assistant Principal, ES	207	**207** **Days**	67,038	80,756	94,474
	Counselor (HS, SPED, Transition, CTE)	207	**226** **Days**	73,191	88,168	103,145
	Licensed Professional Counselor	226				
5			**Daily**	**$346.52**	**$417.43**	**$488.34**
	Assistant Principal, MS	207	**187** **Days**	64,800	78,060	91,320
	Dean of Instruction	226	**207** **Days**	71,730	86,409	101,087
	Coordinator, Migrant Academic	226	**226** **Days**	78,314	94,340	110,366
	Coordinator, Title 1	226				
	Diagnostician	187				
	Occupational Therapist	187				
	Physical Therapist	187				
	Psychologist	187				
	Speech Language Pathologist	187				
	Generalist, SPED	187				

Request Approval of the T-TESS Appraiser List for the 2025-2026 School Year

Superintendent's Recommendation:
That the Board of Trustees approve the T-TESS Appraiser List for the 2025-2026 School Year.

Rationale:
N/A

Paperwork Impact:
No additional paperwork will be generated.

Budgetary Information:
N/A

Resource Personnel:
Alfredo Perez, Superintendent of Schools
Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:
This is in compliance with Board Policy

2025-2026 T-TESS Appraisers

Full Name	Assignment Type Descriptions	Building Descriptions
CASTANEDA, JACQUELINE	Assistant Principal	Angela G. Leal Elementary
JACQUEZ, DIANE V	Principal	Angela G. Leal Elementary
LEAL, JENNIFER NICOLE	Assistant Principal	Berta Cabaza Middle School
ABEYTA, MICHAEL DEAN	Assistant Principal	Berta Cabaza Middle School
GARCIA, DANIEL	Principal	Berta Cabaza Middle School
ROMERO, VIRGINIA	Assistant Principal	DR CM Cash Elementary
IBARRA, SAUL	Assistant Principal	DR CM Cash Elementary
RODRIGUEZ, ESEQUIEL, JR	Principal	DR CM Cash Elementary
LEAL, KOURTNEY	Assistant Principal	Dr. Raul Garza STEAM Academy
MONREAL AGUILAR, VICTOR MANUEL	Principal	Dr. Raul Garza STEAM Academy
	Assistant Principal	Ed Downs Elementary
CAMACHO, ASHLEY MARIE	Principal	Ed Downs Elementary
LOPEZ, VICTORIA GARCIA	Assistant Principal	Frank Roberts Elementary
MONSEVALLES, MARIA G	Principal	Frank Roberts Elementary
RIVAS-LEAL, LARISSA	Assistant Principal	Fred Booth Elementary
OCUMAREZ, GABRIELLE G	Principal	Fred Booth Elementary
TURNER, KANDRA MARISSA	Principal	GO Academy
CORTEZ, JOYCE ELIZABETH	Assistant Principal	La Encantada Elementary
GARCIA, SYLVIA CONTRERAS	Principal	La Encantada Elementary
SANCHEZ, ENEDINA	Assistant Principal	La Paloma Elementary
GOMEZ, LUCAS A	Principal	La Paloma Elementary
JACQUEZ, CRYSTAL MARIE	Assistant Principal	Miller Jordan Middle School
HERNANDEZ, PATRICIA ANN	Assistant Principal	Miller Jordan Middle School
LAINEZ GOMEZ, CARLOS MANUEL	Principal	Miller Jordan Middle School
MURILLO, NICOLE ANN	Assistant Principal	Oscar De La Fuente Elementary
DIAZ, ROLANDO	Principal	Oscar De La Fuente Elementary
HAUSLER, SCOTT J	Principal	Positive Redirection Center
AGUILERA, MARY JULIE	Principal	Rangerville Elementary
VALDEZ, MARTHA LORENA	Assistant Principal	Riverside Middle School
RODRIGUEZ, PATRICIA MARGARITA	Assistant Principal	Riverside Middle School
RAMIREZ, RODOLFO	Principal	Riverside Middle School
PARDO, JULIUS	Assistant Principal	San Benito High School
OCHOA, ILSA VERONICA	Assistant Principal	San Benito High School
	Assistant Principal	San Benito High School
TREVINO, GABRIEL ELISEO	Assistant Principal	San Benito High School
LOPEZ, MANUELA	Principal	San Benito High School
BALDERAS, JENNIFER JAZMIN	Assistant Principal	Sullivan Elementary
CLAYBORN, CYNTHIA	Principal	Sullivan Elementary
ABREGO, EDWARD	Assistant Principal	Veterans Memorial Academy
SANCHEZ, JOSE ANGEL	Assistant Principal	Veterans Memorial Academy
MARTINEZ, GRACIELA G	Principal	Veterans Memorial Academy
CORNETT, DILIA	Asst Supt Academic	Central Office - Academics
ABREGO, CATHY	Director Assessment, Research	Central Office - Academics
ROMEROS, SANDRA	Director, Counseling	Central Office - Academics
ATKINSON, DIANA	Director Elem Instruction	Central Office - Elem Inst Implementation
FERNANDEZ, JOANN	Director Secondary Instruction	Central Office - Sec Inst Implementation
PEREZ, ALFREDO FREDRICO, JR	Superintendent	Superintendent

Request Approval of the 2025-2026 Texas Teacher Evaluation Support System (T-TESS) Calendar

Superintendent's Recommendation:

Presented by Ms. Erika Echartea: 2025-2026 Texas Teacher Evaluation Support System (T-TESS) Calendar.

Rationale:

Time line that focuses on providing continuous, timely and formative feedback to educators to improve their practice.

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Alfredo Perez, Superintendent of Schools
Erika Echartea, Executive Director of Administrative Services

Board Policy Reference and Compliance:

Human Resources Department

Texas Teacher Evaluation and Support System (T-TESS)

2025-2026

Appraisal Calendar

Due Date	Action	Person Responsible	Required Document(s)
Sept 1, 2025	Teacher Orientation No later than the final day of the first three weeks of instruction and two weeks before first observation.	District and Campus Administrators	Training Material
September 05, 2025	Submission of Goal Setting and Professional Development	Appraisers	Eduphoria
September 08, 2025	**Formal Observations Begin for All Teachers** A pre-observation conference must be held prior to a formal observation. A post conference must be completed at least 10 days after a formal observation.	Appraiser	T-TESS Observation Rubric in Eduphoria (Domains 1-3)
September - April	Artifacts and evidence is to be shared with appraiser at least 10 days prior to summative conference	Teacher	Upload artifacts to Eduphoria
December 12, 2025	All first-year, new to the district, and teachers on probationary contracts shall be evaluated during the first semester of employment.	Appraiser	Eduphoria
January 16, 2026	**Information regarding possible terminations or non-renewals for the upcoming school year due to HR.**	**District and Campus Administrators**	**Evaluations and/or other deemed appropriate**
May 1, 2026	End of Year/ Final Conference/ Appraisal Reports Review Student Growth Performance & Goals Summative evaluation signed	Appraiser- Complete forms Appraiser & Teacher- Sign Forms	Summative Scores for Domains 1-3, Data and Evidence for Domain 4 Student Performance Results, Goals
May 1, 2026 **(if needed)**	**Second Appraisals** Refer to DNA — Performance Appraisal: Evaluation of Teachers	Assigned Appraisers	Rubric if needed

Reminders:

- Walkthroughs may be conducted, and cumulative data may be obtained on any day and at any time throughout the school year.
- Any documentation that would affect a teacher's score shall be shared with the teacher within 10 working days.
- A summative conference shall be conducted to advise the teacher of any change in the final observation score.
- Observation period shall exclude days scheduled for end-of-semester or end-of-year examinations, STAAR, EOC, or other standardized tests, on the last day of instruction **before** any official school holiday, and on the first day of instruction **after** a holiday.
- **All teachers in TIA eligible assignments must be evaluated.**

✓ Teacher Summative Annual Appraisal Reports shall be completed in Eduphoria (do not submit printed copies to the Human Resources Department)
✓ *The implementation of T-TESS represents a commitment to continuous improvement. As a result, a professional growth plan shall be developed for all teachers*.
✓ *For a complete reference guide, please refer to www.teachfortexas.org*
✓ *See DNA Local Board Policy for Evaluation of Teachers*

It is the policy of the San Benito CISD not to discriminate on the basis of race, color, national origin, gender or disability in its educational and Career and technology programs, services or activities as required by Title VI of the Civil Rights Act of 1964.

Request for Approval of Policy Update 125

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees add, revise, or delete (LOCAL) policies as recommended by TASB Policy Services and according to the instruction sheet for the TASB Localized Policy Manual Update 124

Rationale:

San Benito CISD utilized the services of Texas Association of School Boards (TASB) to ensure that San Benito CISD Board Policies reflect the ever-changing legal context for governance and management of the District. The changes being proposed are the latest updates from TASB.

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

Erika Echartea, Executive Director of Administrative Services
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

Update 125 Local Policy Overview

Introduction

Hello, and welcome to an overview of the local policy recommendations included in Update 125, presented by TASB Policy Service.

Update 125 covers several policies that address board operations, such as election of board officers, creation of board committees, and formation of advisory committees. These board procedures are not impacted by legislative action, but since these committees are coming into more use, we have provided recommendations to clarify board actions regarding their creation. The revisions to the policies on partial credit, attendance for credit, and school safety transfers are recommended to better align with state rules and agency publications and the practices most common in districts.

While not covered in this overview, many of the legal framework documents included in this update were affected by amendments to the Texas Administrative Code. If you wish to learn more about the changes to the legal framework, please review the Explanatory Notes included with your district's Update 125 materials, located in the Local Manual Updates section of Policy Online®.[1] Also, near the bottom of that section, is the Annotated Legal Framework Update packet. This packet will show a redlined version of the legal changes along with a brief explanation of the revisions.

TASB Numbered Update Reminders

You should always review your district's customized update materials, available in the Local Manual Updates section of Policy Online, for specific policy recommendations. Please remember that the legal framework documents provide the legal context for key areas of district operations; they are not adopted by the board.

If you are the district's policy contact, after the board acts on the local policies in Update 125, don't forget to log in to Policy Online and go to Local Manual Updates to notify us of the board's action. Policy Online makes it easy to keep track of updates and notify us when the board takes action on policies in an update.

BDAA: Officers and Officials, Duties and Requirements of Board Officers

In BDAA(LOCAL), a sentence at the beginning of the policy stating that the board may assign a district employee to provide clerical assistance is recommended for removal. As is the practice in most districts, the

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superintendent manages the assignment of staff and would determine the employee who would provide clerical support to the board.

If your board's practice is for the vice president to automatically fill a vacancy created in the office of board president, new language is recommended to clarify that the vice president will serve in the role of board president until the board reorganizes and holds new officer elections.

BDB: Board Internal Organization, Board Committees

Substantial revisions are recommended to BDB(LOCAL), and those revisions coordinate with BDF(LOCAL), which is also included in this update.

First, the policy subtopic name has been changed to Board Committees to better capture the content of the policy. The recommendations provide additional guidance to the board in forming committees and include text to address the dissolving of any board committee. Because this policy code is intended to address committees that are composed only of board members, the text addressing special committees is recommended for placement at BDF(LOCAL).

BDF: Board Internal Organization, Advisory Committees

For most districts, BDF(LOCAL) is a new policy recommended for inclusion in your policy manual. For those that already had BDF(LOCAL), revisions are recommended to the existing policy. The new policy language provides guidance on the formation of advisory committees composed of staff, parents, community members, or students. These committees could also include board members in a number less than a quorum. The remainder of the policy aligns with BDB(LOCAL) on board committees. The language addresses dissolving advisory committees and reporting committee recommendations to the board.

EI: Academic Achievement

In policy EI(LOCAL), the minor change at Partial Credit is recommended to more accurately reflect that whether a student receives partial credit is based on the average of both halves of a two-semester course rather than the combined grade. For example, if a student receives a grade of 70 in the first semester of a course and a 60 in the second semester, the overall average for the course is 65. Based on the policy language, the student would receive credit for the first semester and would need to retake the second semester of the course. This would be the practice in a district that has decided to award partial credit.

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FDE: Admissions, School Safety Transfers

In FDE(LOCAL), "bullying" has been added to the list of offenses for which a district must gather data for purposes of the Unsafe School Choice Option. According to the *Unsafe School Choice Option Guidance Handbook,* published by the Texas Education Agency, a student who is the victim of bullying is eligible for a school safety transfer.

FEC: Attendance, Attendance for Credit

The revisions to FEC(LOCAL) are recommended to better align with practices that are common in most districts. The policy now authorizes the establishment of attendance committees rather than having committee membership appointed by the board. At Methods for Regaining Credit or Awarding a Final Grade, the specific deadline for submitting a petition for credit or a final grade is recommended for deletion and replaced with a reference to administrative regulations. Lastly, at Imposing Conditions for Awarding Credit or a Final Grade, the revised text clarifies that the district is not required to assign seat time equivalent to the time the student has been absent.

FFAC: Wellness and Health Services, Medical Treatment

If your district's FFAC(LOCAL) includes provisions about medication for respiratory distress, commonly referred to as asthma medication, that policy is included in your Update 125. The recommended revisions are prompted by the new rules adopted by the Department of State Health Services. The rules clarify what is addressed in the policies for those school districts that decide to maintain and administer unassigned medication for respiratory distress. For specific changes in the rule, please refer to the Annotated Legal Framework Update packet and review FFAC(LEGAL).

Thank You!

That covers the local policies in Update 125. We hope you find this overview helpful. Should you have any questions or want further clarification, please contact your assigned policy consultant,[2] and don't forget to notify us of board action on this update using Policy Online.

[1] Policy Online Local Manual Updates (TASB login required): https://pol.tasb.org/Member/LocalManualUpdates
[2] Policy consultant contact information (TASB login required): https://pol.tasb.org/Member/PolicyConsultant/Details

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Explanatory Notes

TASB Localized Policy Manual Update 125

San Benito CISD

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

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

B(LEGAL) LOCAL GOVERNANCE

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

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

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

BDB(LEGAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

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

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

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

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

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

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

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

BJB(LEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT

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

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CBA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

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

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

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

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

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

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

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

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

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

CNB(LEGAL) TRANSPORTATION MANAGEMENT: DISTRICT VEHICLES

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

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

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

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

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

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

A citation change at Child Abuse, Trafficking, and Maltreatment reflects provisions from the Administrative Code that were repealed on December 11, 2024, and moved to 19 Administrative Code 103.1401. At

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Mental Health, provisions have been added to reflect the adoption of 19 Administrative Code 153.1015, effective December 2, 2024.

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

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

EHBAD(LEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

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

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

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

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

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

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

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

EI(LOCAL) ACADEMIC ACHIEVEMENT

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

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

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

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

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

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

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

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

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

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

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

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

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

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

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

FOF(LEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

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

(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.

~~Special Committees~~

~~The President shall appoint members to special~~

Note: For advisory committees ~~created by the Board to fulfill specific assignments, unless otherwise provided~~ that include staff, parents, community members, or students, see BDF.

Board Committees

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

Formation of a Board committee shall be by Board action. ~~These committees may include District personnel~~When establishing a Board committee, the Board action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and~~ citizens. The function of committees~~
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory, ~~but not administrative. Special~~and shall make recommendations in the areas of their responsibility. Board committees shall report their findings and recommendations to the Board and shall ~~be dissolved upon completion of the assigned task or vote of the Board~~not assume administrative duties or responsibilities.

~~The President of the Board and the Superintendent shall be ex officio members of all Board committees, unless otherwise provided by Board action.~~

Transacting Business

~~Committees may transact business only within the specific authority granted~~Unless specified by the Board~~. To be binding, all such business~~, a Board committee shall not have final decision-making authority. Board committee recommendations must be reported to the Board at ~~the next~~a regular or special meeting~~ for approval and entry into the minutes as a public record.~~. The Board shall not accept a Board committee's recommendation without due consideration of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

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

Advisory Committees

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

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

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

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

Transacting Business

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

Dissolution

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

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the ~~combined grade for~~average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and

2. Any student who becomes a victim of one of the following violent criminal offenses~~, as defined by the Penal Code,~~ while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:

   a. Attempted murder;

   b. Indecency with a child;

   c. Aggravated kidnapping;

   d. Aggravated assault on someone other than a District employee or volunteer;

   e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;

   f. Aggravated robbery; ~~or~~

   g. Continuous sexual abuse of a young child or disabled individual; or

   ~~g.~~h. Bullying.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the

beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a Violent Criminal Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

Additional Transfer Options

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has ~~attended~~ been in attendance for 90 percent of the ~~required percentage of~~ days ~~under this policy~~the class is offered.

Attendance Committees

The Board ~~shall establish~~ authorizes the establishment of an attendance committee or as many attendance committees as necessary for efficient implementation of ~~Education Code 25.092~~state law.

The Superintendent ~~shall~~is authorized to make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

~~Petitions~~A petition for credit or a final grade may be filed ~~at any time the student receives notice but, in any event, no later than ten business days after the last day of classes.~~

in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. ~~The~~[See Imposing Conditions for Awarding Credit or a Final Grade, below]

Regardless of whether a petition is filed, the attendance committee may also~~, whether a petition is filed or not,~~ review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee or principal, as applicable, is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee or principal, as applicable, shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class ~~rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences.~~. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.

3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

Localized Policy Manual Update 125

031912 San Benito CISD

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

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

What should I do to prepare for board adoption?

1. Log in to Policy Online,[1] select **Local Manual Updates** from the **My Policy Manual** menu, click **Numbered Updates**, then click **UPDATE 125**.
2. Download and save the numbered update resource materials for Update 125.
3. Present the local policies to your board for adoption. Provide your board with the explanatory notes and encourage them to review those along with the local policies.

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

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

Questions?

- For questions about Policy Online, visit the User's Guide[3] or contact pol-support@tasb.org.
- For questions about policy text, contact your district's assigned policy consultant.[4]

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

Localized Policy Manual Update 125

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

Other materials, including an overview video of the local policy changes, are also available in Local Manual Updates.

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

Overview

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

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

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

Board action on the local policies included in the update must occur within a properly posted, open meeting of the board. Instructions for placing policy changes on the agenda for board action and keeping minutes are included with the Update 125 materials under Local Manual Updates[3] on Policy Online.

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

Scope of Work

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

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

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

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

Legal framework documents:

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

Local policies:

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

Keep Your Administrative Regulations Current

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

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

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

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

Instruction Sheet

TASB Localized Policy Manual Update 125

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

Explanatory Notes

TASB Localized Policy Manual Update 125

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AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

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

B(LEGAL) LOCAL GOVERNANCE

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

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

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

BDB(LEGAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

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

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

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

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

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

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

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

BJB(LEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT

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

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CBA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

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

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

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

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

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

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

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

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

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

CNB(LEGAL) TRANSPORTATION MANAGEMENT: DISTRICT VEHICLES

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

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

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

DEAB(LEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

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

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

A citation change at Child Abuse, Trafficking, and Maltreatment reflects provisions from the Administrative Code that were repealed on December 11, 2024, and moved to 19 Administrative Code 103.1401. At

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Mental Health, provisions have been added to reflect the adoption of 19 Administrative Code 153.1015, effective December 2, 2024.

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

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

EHBAD(LEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

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

EHBAF(LEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

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

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

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

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

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

EI(LOCAL) ACADEMIC ACHIEVEMENT

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

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

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

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

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

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

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

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

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

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

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

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

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

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

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

FOF(LEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

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

Accreditation

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

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

Statuses

The commissioner shall determine criteria for the following accreditation statuses:

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

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

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

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

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

Annual Evaluation

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

1. Shall evaluate and consider performance:

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

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

2. May evaluate and consider:

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

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

(2) High school graduation requirements; or

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

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

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

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

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

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

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

Notice of Status

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

To Parents and Property Owners

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

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

The district's notice must:

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

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

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

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

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

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

To TEA

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

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

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

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

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

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

19 TAC 97.1055(f)

Performance Indicators

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

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

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

Education Code 39.053(a-1)

Achievement Indicators

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

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

Education Code 39.053(c)

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

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

A-F Performance Ratings

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

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

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

An overall or domain performance rating of:

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

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

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

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

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

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

Assignment of Not Rated

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

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

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

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

Education Code 39.054(a-4)

Calculating Consecutive Years

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

Acceptable Performance

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

D Rating

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

Local Accountability System

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

Local Accountability Plan

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

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

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

Plan Components

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

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

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

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

Campuses without STAAR or State Ratings

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

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

19 TAC 97.1003(b)(3)

Campus Performance Ratings

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

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

Education Code 39.0544(e)

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

Submission and Audit Standards

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

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

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

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

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

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

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

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

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

Scorecard and Website

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

Appeal and Revision

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

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

Distinction Designations for Outstanding Performance

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

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

Education Code 39.201

Academic Distinction

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

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

Campus Distinction

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

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

Education Code 39.203

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

Excellence Exemptions

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

An exemplary campus or district is not exempt from:

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

k. Special education programs; or

l. Bilingual education programs.

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

Education Code 39.232

Special Investigations

The commissioner may authorize a special investigation:

1. When excessive numbers of absences of students eligible to be tested on state assessment instruments are determined;
2. When excessive numbers of allowable exemptions from the required state assessment are determined;
3. In response to complaints to the Texas Education Agency (TEA) of alleged violations of civil rights or other requirements imposed on the state by federal law or court order;
4. In response to established compliance reviews of the district's financial accounting practices and state and federal reporting requirements;
5. When extraordinary numbers of student placements in disciplinary alternative education programs, other than placements under Education Code 37.006 and 37.007, are determined;
6. In response to an allegation involving a conflict between members of the board or between the board and the district administration if it appears that the conflict involves a violation of a role or duty of the board members or the administration clearly defined by the Education Code. If TEA's findings indicate the board has observed a lawfully adopted policy, TEA may not substitute its judgment for that of the board;
7. When excessive numbers of students in special education programs are assessed through modified assessment instruments;
8. In response to an allegation regarding, or an analysis using a statistical method result indicating, a possible violation of an assessment instrument security procedure;
9. When a significant pattern of decreased academic performance has developed as a result of the promotion in the preceding two school years of students who did not perform satisfactorily on the state assessments;
10. When excessive numbers of students eligible to enroll fail to complete an Algebra II course or any other advanced course as determined by the commissioner;
11. When resource allocation practices indicate a potential for significant improvement in resource allocation;
12. When a disproportionate number of students of a particular demographic group is graduating with a particular endorsement;

13. When an excessive number of students is graduating with a particular endorsement;

14. When a school district for any reason fails to produce, at the request of TEA, evidence or an investigation report relating to an educator who is under investigation by the State Board for Educator Certification;

15. When 10 percent or more of the students graduating in a particular school year from a particular high school campus are awarded a diploma based on the determination of an individual graduation committee under Education Code 28.0258;

16. In response to a complaint with respect to alleged inaccurate data that is reported through PEIMS or through other reports required by state or federal law or rule or court order and that is used by TEA to make a determination relating to public school accountability, including accreditation, under Education Code Chapter 39;

17. In response to repeated complaints submitted to TEA concerning imposition of excessive paperwork requirements on classroom teachers; or

18. As the commissioner otherwise determines necessary.

Education Code 39.003(a), (c)

TEA shall adopt written procedures for conducting special investigations, including procedures that allow TEA to obtain information from district employees in a manner that prevents a district or campus from screening the information. *Education Code 39.004(a)*

Note: The procedures for conducting a special investigation, holding a hearing following an investigation, the process for commissioner determinations, and judicial appeal are described in Education Code 39.004-.007.

Commissioner Action

Based on the results of a special investigation, the commissioner may:

1. Take appropriate action under Education Code Chapter 39A, [see AIC];

2. Lower the district's accreditation status or a district's or campus's performance rating; or

3. Take action under both items 1 and 2 above.

Education Code 39.003(d)

At any time before issuing a report with the TEA's final findings, the commissioner may defer taking the above action until:

1. A person who is a third party, selected by the commissioner, has reviewed programs or other subjects of a special investigation and submitted a report identifying problems and proposing solutions;
2. A district completes a corrective action plan developed by the commissioner; or
3. The completion of actions under both items 1 and 2 above.

Education Code 39.003(e)

Based on the results of an action taken above, the commissioner may decline to take the deferred action. *Education Code 39.003(f)*

Note: The procedures for an informal review or hearing following an investigation are described in 19 Administrative Code Chapter 157, Subchapter EE.

Monitoring Reviews

In accordance with Education Code 7.028(a), TEA may monitor compliance with requirements applicable to a process or program provided by a district, campus, or program, only as necessary to ensure:

1. Compliance with federal law and regulations;
2. Financial accountability, including compliance with grant requirements;
3. Data integrity for purposes of:
    a. The Public Education Information Management System (PEIMS); and
    b. Accountability under Education Code Chapter 39 and 39A; and
4. Qualification for funding under Education Code Chapter 48.

The board has primary responsibility for ensuring that the district complies with all applicable requirements of state educational programs.

Education Code 7.028

Compliance Monitoring Activities

Districts are subject to general supervision and monitoring activities for compliance with state law and federal regulation, implemented by TEA under 34 C.F.R. 300.600-.609 [see Supervision

Under IDEA, below], and review of program implementation and effectiveness within certain special populations of students.

Activities may include:

1. Random, targeted, or cyclical reviews authorized under Education Code 39.056 (monitoring reviews), conducted remotely or on-site to identify problems implementing state and federal requirements and to provide support for development of reasonable and appropriate strategies to address identified problems; and/or

2. Intensive or special investigative remote or on-site reviews authorized under Education Code 39.003 and 39.004.

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

19 TAC 97.1071(b)-(d)

Notice

TEA shall give written notice to the superintendent and the board of trustees of any impending monitoring review. *Education Code 39.056(d)*

Conducting the Review

A monitoring review may include desk reviews and on-site visits, including random on-site visits. In conducting a monitoring review, TEA may obtain information from administrators, other district employees, parents of students enrolled in the district, and other persons as necessary. *Education Code 39.056(c), (g)*

Converting to a Special Investigation

The commissioner may at any time convert a monitoring review to a special investigation under Education Code 39.003, provided the commissioner promptly notifies the district of the conversion. *Education Code 39.056(h)*

Improvements

TEA shall report in writing to the superintendent and president of the board and shall make recommendations concerning any necessary improvements or sources of aid such as regional education service centers. A district that takes action with regard to the recommendations provided by TEA shall make a reasonable effort to seek assistance from a third party in developing an action plan to improve district performance using improvement techniques that are goal-oriented and research-based. *Education Code 39.056(e)-(f)*

Appeals

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

Compliance Investigation

A compliance investigation is an investigation by TEA of a state education grant recipient to determine compliance with the statutory or rule requirements of a state education program. A compliance investigation is not a special investigation subject to Education Code 39.003 and 39.004 (above). *19 TAC 102.1401(a)(1)*

Supervision Under IDEA

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

Definitions

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

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

Credibility Determination

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

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

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

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

Process

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

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

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

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

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

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

SECTION B: LOCAL GOVERNANCE

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

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

SECTION B: LOCAL GOVERNANCE

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

Open Meetings Act Training

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

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

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

Gov't Code 551.005

Public Information Act Training

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

SBOE-Required Training

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

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

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

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

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

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

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

19 TAC 61.1(k), (l)

Verification

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

Reporting

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

Local District Orientation

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

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

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

The orientation shall:

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

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

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

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

19 TAC 61.1(b)(1)

Education Code Orientation

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

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

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

The orientation shall:

1. Be provided by an ESC.

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

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

19 TAC 61.1(b)(2)

Legislative Update

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

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

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

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

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

19 TAC 61.1(b)(3)

Team Building

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

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

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

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

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

19 TAC 61.1(b)(4)

Additional Continuing Education (Based on Assessed Needs)

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

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

The continuing education shall be completed annually.

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

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

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

First Year

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

Subsequent Years

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

Board President

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

19 TAC 61.1(b)(5)

Evaluating Student Academic Performance

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

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

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

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

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

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

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

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

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

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

19 TAC 61.1(b)(6)

Identifying and Reporting Abuse

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

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

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

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

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

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

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

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

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

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

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

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

19 TAC 61.1(b)(7)

School Safety

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

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

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

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

A district shall maintain verification of completion for each trustee.

19 TAC 61.3

Training Provider

Registered Provider

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

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

19 TAC 61.1(c)

Authorized Provider

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

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

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

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

19 TAC 61.1(d)

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

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

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

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

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

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

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

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

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

Board Committees

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

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

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

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

Transacting Business

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

Dissolution

A Board committee shall be dissolved upon Board action.

School Health Advisory Council

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

Meetings

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

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

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

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

Composition

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

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

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

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

Education Code 28.004(d)

Physical Activity and Fitness Planning Subcommittee

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

Annual Report

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

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

Education Code 28.004(m)

Public Statement

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

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

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

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

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

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

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

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

Education Code 28.004(k)

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

Advisory Committees

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

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

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

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

Transacting Business

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

Dissolution

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

Vacancy Posting

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

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

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

Education Code 11.1513(d)

Names of Applicants

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

Required Reporting After Superintendent Change

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

Available School Fund

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

Foundation School Program

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

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

The FSP consists of:

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

Education Code 48.002

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

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

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

The FSP shall be financed by:

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

Education Code 48.251

PEIMS

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

New Instructional Facility Allotment (NIFA)

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

Definitions

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

“New instructional facility” is a facility that includes:

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

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

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

Eligibility

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

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

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

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

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

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

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

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

Application Process

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

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

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

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

Survey on Days of Instruction

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

Costs and Payments

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

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

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

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

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

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

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

19 TAC 61.1034(b)-(e)

Safety and Security Audit

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

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

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

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

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

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

Failure to Report Audit Results

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

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

Education Code 37.207(d)-(e)

Disclosure

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

TEA Monitoring of Safety and Security Requirements

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

Office of School Safety and Security

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

Vulnerability Assessments

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

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

District Information and Records

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

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

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

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

Reporting Through Sentinel

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

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

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

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

Intruder Detection Audits

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

Notice to Superintendent

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

Documentation

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

Report

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

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

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

Assignment of Conservator for Noncompliance

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

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

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

Education Code 37.1085

Notice of Bomb Threat or Terroristic Threat

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

Notice Regarding Violent Activity

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

Emergency Response Map and Walk-Through

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

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

Education Code 37.117

Emergency Operations Plan

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

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

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

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

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

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

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

Education Code 37.108(a)

A district shall include in its multihazard emergency operations plan:

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

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

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

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

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

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

and recovery phase following a disaster or emergency situation that:

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

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

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

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

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

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

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

e. Implement trauma-informed policies;

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

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

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

Education Code 37.108(f)

Guidelines for Individuals with Disabilities or Impairments

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

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

Active Shooter Emergency

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

Train Derailment

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

Polling Place Security

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

Disclosure

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

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

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

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

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

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

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

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

Education Code 37.108(c-2)

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

Plan Review

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

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

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

Failure to Submit Plan

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

authorized to appoint a conservator under Education Code 37.1082.

Notice of Plan Deficiencies

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

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

Failure to Correct Deficiencies

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

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

Education Code 37.2071

Public Hearing on Noncompliance

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

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

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

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

Education Code 37.1081

Safe Firearm Storage

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

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

Education Code 37.222

Confidential Information under the Texas Disaster Act

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

Emergency Response Provider Information

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

Gov't Code 418.176

Risk or Vulnerability Assessment

Information is confidential if the information:

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

Gov't Code 418.177

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

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

3. Is specifically required to be kept confidential:

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

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

   c. To obtain federal funding.

Security Systems

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

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

Gov't Code 418.182

Disaster Disclosure Exception

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

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

Safety Rules

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

Human Trafficking Warning Signs

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

Each warning sign must:

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

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

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

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

2. Be written in English and Spanish; and

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

Education Code 37.086; 19 TAC 103.1403(c)

Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)-(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

Additional State Aid

State-Approved Instructional Materials

For each student enrolled in the district, a school district is entitled to additional state aid for each school year in an amount equal to $40, or a greater amount provided by appropriation, to procure instructional material that has been reviewed by the Texas Education Agency (TEA); placed on the State Board of Education (SBOE) list of approved instructional materials; designated by the SBOE as being included or capable of being included in an instructional materials parent portal; and acquired from a publisher, manufacturer, or other entity that has not been found to violate Education Code 31.151. *Education Code 48.307(a)*

Open Education Resource Instructional Materials

Subject to Education Code 31.0751 (Open Education Resource [OER] transition plan), a district is entitled to additional state aid for each school year in an amount not to exceed $20 for each student for the costs incurred or for which the district is obligated to pay during the school year in which the aid is provided for the printing

and shipping of OER instructional material made available under Education Code Chapter 31, Subchapter B-1. *Education Code 48.308(a)*

Allotment Adjustment

Change in Enrollment

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

High Enrollment Growth

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

Permitted Expenditures

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

1. Instructional materials, regardless of whether the instructional materials are on the list of approved instructional materials maintained by the SBOE under Education Code 31.022;
2. Consumable instructional materials;
3. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
4. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
5. Supplemental instructional materials;
6. OER instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
7. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;
8. Technological equipment necessary to support the use of any instructional materials purchased with an allotment under this provision;
9. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of instructional materials;

10. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;

11. Training educational personnel directly involved in student learning in the appropriate use of instructional materials and for providing for access to technological equipment for instructional use;

12. Training personnel in the electronic administration of assessment instruments;

13. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning; and

14. Costs associated with distance learning, including services, equipment, and technology such as Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment necessary to facilitate internet access.

The allotment funds may not be used to purchase instructional material that contains obscene or harmful content or would otherwise cause the district to which the funds were allotted to be unable to submit the certification required under Education Code 31.1011(a)(1)(B) [see Certification of Instructional Materials, below].

Education Code 31.0211(c), (f)

Technological Equipment

In purchasing technological equipment, a district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and

2. Consider both the long-term cost of ownership of the technological equipment and flexibility for innovation.

Education Code 31.0211(d)

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium.

At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

A district shall provide to TEA the title and publication information for any instructional materials requisitioned or purchased by the district with the district's instructional materials and technology allotment.

Education Code 31.0212(a)-(d)

Purchasing Method

A district is not required to use a method provided by Education Code 44.031(a) to purchase instructional materials that have been reviewed by TEA and included on the list of approved instructional materials maintained by the SBOE. *Education Code 31.102(d)*

Requisitions, Use, and Distribution

Delegation of Authority

The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*

Local Funds

A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*

Online Requisition Program

A district shall make a requisition for instructional materials using the online requisition program maintained by the commissioner. A district may requisition instructional materials for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)-(c)*

Distribution

The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*

OER Instructional Materials

A district may adopt OER instructional material at any time. Except as otherwise provided by the Education Code, the commissioner may not require a district to adopt or use an OER instructional material. A district may not be charged for a cost associated with the selection of an OER instructional material, except for the cost of printing copies of the material. *Education Code 31.073(a), (c)-(d)*

OER Transition Plan

To qualify for additional state aid under Education Code 48.308, the board must adopt an OER instructional material transition plan to assist classroom teachers in the district who will be using an OER instructional material in a specific subject or grade level for which the teacher has not previously used an OER instructional material.

The plan must ensure that OER instructional materials are used in a manner that maintains the instructional flexibility of a classroom teacher to address the needs of each student.

A district that participates in the program developed and maintained by TEA under Education Code 31.0752 is not required to adopt a transition plan under this provision. [See OER Instructional Material Support Program, below]

Education Code 31.0751

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

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

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

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

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

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

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

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

    a. Pre-service product onboarding and orientation; and

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

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

19 TAC 67.1315

OER Instructional Material Support Program

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

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

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

Education Code 31.0752

Requisition

A district that selects OER instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student:

1. Electronic access to the instructional material at no cost to the student; or

2. Printed copies of the portion of the instructional material that will be used in the course.

Education Code 31.103(d)

Parent Portal

An entity that hosts an instructional materials parent portal must comply with requests regarding parental access to the portal made by a district in compliance with Education Code 31.154 or Education Code 26.006 [see EFA]. *Education Code 31.154(e)*

[For more information regarding the requirements for certain entities that supply instructional materials to host a parent portal, see Education Code 31.154.]

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. *Education Code 31.029*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that the district:

1. For each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level:
    a. Provides each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level; and
    b. In the provision of instructional materials, the district protects students from obscene or harmful content as necessary for compliance with the Children's Internet Protection Act (Pub. L. No. 106-554) [see CQ], Education Code 28.0022 [see EMB], Penal Code 43.22, and any other law or regulation that protects students from obscene or harmful content [see EFA]; and
2. The district used money allocated to the district or school under the instructional materials and technology allotment only for purposes allowed under Education Code 31.0211.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Instructional materials developed, purchased, or otherwise acquired by the district; and
3. OER instructional materials and other electronic instructional materials included in the repository under Education Code 31.0722.

Education Code 31.1011

Annual Report

Each district shall annually report to TEA information regarding the instructional materials used by the district during the previous school year, including the cost of each material. *Education Code 31.1012*

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which OER instructional material that a district does not intend to use for another student is distributed, the printed copy of the OER instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of OER instructional material.

Education Code 31.104(c), (g)-(h)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of OER instructional material.

Education Code 31.104(d), (e), (h) [See also EFA]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and

2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;

2. The electronic materials perform as they did when they were new;

3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and

4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and

2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of OER instructional material. *Education Code 31.104(b)*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell elec-

tronic instructional materials and technological equipment owned by the district.

Use of Proceeds Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

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

Authorization to Purchase or Lease Vehicles

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

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

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

Payment

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

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

New Van Purchases or Leases

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

Contracts for School Bus Use, Acquisition, or Lease

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

Registration

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

Identification

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

Maintenance

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

School Bus Advertising

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

Advertising Rules

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

"Advertisement"

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

Material and Location

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

Annual Notice

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

Delivery of Notice

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

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

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

Safety Standards

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

Student Safety

Prohibitions

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

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

1. Standing in the bus; or
2. Sitting:
    a. On the floor of the bus, or
    b. In any location on the bus that is not designed as a seat.

Transp. Code 545.426

Seat Belts

Required on Buses

A bus, including a school bus, a school activity bus, multifunction school activity bus, or school-chartered bus, operated by or contracted for use by a district for the transportation of schoolchildren shall be equipped with a three-point seat belt for each passenger, including the operator. This requirement does not apply to:

1. A bus purchased by a school district that is a model year 2017 or earlier; or
2. A bus purchased by a school district that is a model year 2018 or later if the board:
    a. Determines that the district's budget does not permit the district to purchase a bus that is equipped with the required seat belts; and
    b. Votes to approve that determination in a public meeting.

Transp. Code 547.701(e)

Student Requirement

A district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students. *Education Code 34.013*

Donations

A board shall consider any offer made by a person to donate three-point seat belts or money for the purchase of three-point seat belts for a district's school buses. A board may accept or decline the offer after adequate consideration.

A board may acknowledge a person who donates three-point seat belts or money for the purchase of three-point seat belts for a school bus by displaying a small, discreet sign on the side or back of the bus recognizing the person who made the donation. The sign may not serve as an advertisement for the person who made the donation.

Education Code 34.014

Use of Warning Signals

When a school bus is being stopped or is stopped on a highway to permit students to board or exit the bus, the operator of the bus shall activate all flashing warning signal lights and other equipment on the bus designed to warn other drivers that the bus is stopping to load or unload children.

A person may not operate a light or other equipment described above except when a school bus is being stopped or is stopped on a highway to:

1. Permit a student to board or exit the bus; or
2. Distribute to a student or the parent or guardian of a student:
    a. Food; or
    b. Technological equipment for use by the student for educational purposes.

Transp. Code 547.701(c), (c-1)

Wireless Communication Devices

An operator commits an offense if the operator uses a portable wireless communication device to read, write, or send an electronic message while operating a motor vehicle unless the vehicle is stopped. *Transp. Code 545.4251(b)*

General Rule

School Property

An operator may not use a wireless communication device while operating a motor vehicle within a school crossing zone or on the property of a public elementary, middle, junior high, or high school served by a school crossing zone, during the time a reduced speed limit is in effect for the school crossing zone, unless:

1. The vehicle is stopped; or
2. The wireless communication device is used with a hands-free device.

Transp. Code 545.4252

An operator may not use a wireless communication device while operating a school bus or passenger bus with a minor passenger on the bus unless the bus is stopped. This provision does not apply to an operator of a school bus or passenger bus using a wireless communication device in the performance of the operator's duties as a bus driver and in a manner similar to using a two-way radio. *Transp. Code 545.425(c), (e-1)*

Definitions

"Hands-free device" means speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, except to activate or deactivate a function of the wireless communication device or hands-free device. The term includes voice-operated technology and a push-to-talk function. *Transp. Code 545.425(a)(1)*

"Electronic message" means data that is read from or entered into a wireless communication device for the purpose of communicating with another person. *Transp. Code 545.4251(a)(1)*

Disruption of Transportation

Any person other than a primary or secondary grade student who intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school on a vehicle owned or operated by a district or to or from activities sponsored by a school on a vehicle owned and/or operated by a district shall be guilty of a misdemeanor. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. *Education Code 37.126*

Exhibition of Firearm

For information regarding offenses pertaining to firearms on buses, see GKA(LEGAL).

Collision Reports

Notice to DPS for Buses With Advertising

A district shall provide DPS written notification of any collision directly or indirectly involving a school bus operated by or for the district that bears advertising or another paid announcement. *37 TAC 14.65(a)(2)* [See CNB for rules related to school bus advertising.]

Notice must be received not more than five days from the date of the collision and shall include the following:

1. The name and address of the owner of the school bus;
2. The name and driver's license number of the school bus operator;
3. The date of the collision;
4. The city or county where the collision occurred; and

5. The investigating police agency.

37 TAC 14.65(c)

Notices to DPS may be delivered by facsimile, electronic mail, or mailed to School Bus Transportation, Texas Department of Public Safety, P.O. Box 4087, Austin, TX 78773-0525. *37 TAC 14.65(d)*

Annual Report to TEA

A district shall report annually to TEA the number of collisions in which its buses were involved in the past year in a manner prescribed by the commissioner of education. A district shall file annual collision reports to TEA only in the period beginning July 1 and ending July 31 and shall include the following information in the report:

1. The total number of bus collisions;
2. The date each collision occurred;
3. The type of bus, as specified in 19 Administrative Code 103.1231(a), involved in each collision;
4. Whether the bus involved in each collision was equipped with seat belts and, if so, the type of seat belts;
5. The number of students and adults involved in each collision;
6. The number and types of injuries that were sustained by the bus passengers in each collision; and
7. Whether the injured passengers in each collision were wearing seat belts at the time of the collision and, if so, the type of seat belts.

A school district shall report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus is owned, leased, contracted, or chartered by a school district and was transporting school district personnel, students, or a combination of personnel and students; or
2. The bus was driven by a school district employee or by an employee of the school district's bus contractor with no passengers on board and the collision involved a pedestrian.

Exceptions

A school district shall not report a bus collision involving a school bus, a multifunction school activity bus, a school activity bus, or a motor bus if:

1. The bus was driven by a school district employee or by an employee of the school district's bus contractor, the collision

occurred when no passenger other than the school district's driver or bus contractor's driver was on board the bus, and the collision did not involve a pedestrian; or

2. The collision involved a bus chartered by a school district for a school activity trip and no school district personnel or students were on board the bus at the time of the collision.

A school district shall not report a collision that occurred in a vehicle that is owned, contracted, or chartered by a school district and is not a school bus, a multifunction school activity bus, a school activity bus, or a motor bus.

Education Code 34.015(b); 19 TAC 103.1231(b)

Fair Labor Standards Act

Unless an exemption applies, a district shall pay each of its employees not less than minimum wage for all hours worked. *29 U.S.C. 206(a)(1)*

Minimum Wage and Overtime

Unless an exemption applies, a district shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 in any workweek. *29 U.S.C. 207(a)(1); 29 C.F.R. pt. 778*

Breaks for Nonexempt Employees

Rest periods of up to 20 minutes must be counted as hours worked. Coffee breaks or time for snacks are rest periods, not meal periods. *29 C.F.R. 785.18*

Bona fide meal periods of 30 minutes or more are not counted as hours worked if the employee is completely relieved from duty. The employee is not relieved from duty if the employee is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his or her desk is working while eating. It is not necessary that an employee be permitted to leave the premises if the employee is otherwise completely freed from duties during the meal period. *29 C.F.R. 785.19*

Compensatory Time

Accrual

Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

Payment for Accrued Time

Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 U.S.C. 207(o)(4).

Use

An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the district.

The Fair Labor Standards Act (FLSA) does not prohibit a district from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris Cnty., 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

Exempt Employees

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity. *29 U.S.C. 213(a)(1)*

Academic Administrators

The term ''employee employed in a bona fide administrative capacity'' includes an employee:

1. Compensated on a salary or fee basis at the established weekly threshold, exclusive of board, lodging, or other facilities; or on a salary basis which is at least equal to the entrance salary for teachers in the district by which employed; and

2. Whose primary duty is performing administrative functions directly related to academic instruction or training in a district or department or subdivision thereof.

"Performing administrative functions directly related to academic instruction or training'' means work related to the academic operations and functions in a school rather than to administration along the lines of general business operations. Such academic administrative functions include operations directly in the field of education. Jobs relating to areas outside the educational field are not within the definition of academic administration.

Employees engaged in academic administrative functions include:

1. The superintendent or other head of an elementary or secondary school system, and any assistants, responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program;

2. The principal and any vice principals responsible for the operation of an elementary or secondary school;

3. Academic counselors who perform work such as administering school testing programs, assisting students with academic problems and advising students concerning degree requirements; and

4. Other employees with similar responsibilities.

Jobs relating to building management and maintenance, jobs relating to the health of the students, and academic staff such as social workers, psychologists, lunchroom managers, or dietitians do not perform academic administrative functions, although such employees may qualify for another exemption.

29 C.F.R. 541.204

Salary Basis

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis, unless the employee is a teacher. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the district did not intend to pay exempt employees on a salary basis. *29 C.F.R. 541.600, .602(a), .603*

Partial-Day Deductions

A district employee who otherwise meets the salary basis requirements shall not be disqualified from exemption on the basis that the employee is paid according to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the employee's pay to be reduced or the employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one workday when accrued leave is not used by an employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

Deductions from the pay of a district employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

29 C.F.R. 541.710

Safe Harbor Policy

If a district has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the district will not lose the exemption unless the district willfully violates the policy by con-

tinuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on a district's intranet.

29 C.F.R. 541.603(d)

Teachers

The term ''employee employed in a bona fide professional capacity'' includes any employee with a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and who is employed and engaged in this activity as a teacher in an elementary or secondary school system by which the employee is employed. The salary basis requirements do not apply to teaching professionals.

Exempt teachers include:

1. Regular academic teachers;
2. Teachers of kindergarten or nursery school pupils;
3. Teachers of gifted or disabled children;
4. Teachers of skilled and semi-skilled trades and occupations;
5. Teachers engaged in automobile driving instruction;
6. Home economics teachers; and
7. Vocal or instrumental music instructors.

Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisors in such areas as drama, speech, debate, or journalism are engaged in teaching. Such activities are a recognized part of the schools' responsibility in contributing to the educational development of the student.

The possession of an elementary or secondary teacher's certificate provides a clear means of identifying the individuals contemplated as being within the scope of the exemption for teaching professionals. Teachers who possess a teaching certificate qualify for the exemption regardless of the terminology (e.g., permanent, conditional, standard, provisional, temporary, emergency, or unlimited) used by the state to refer to different kinds of certificates. However, a teacher who is not certified may be considered for

	exemption, provided that such individual is employed as a teacher by the employing school or school system. *29 C.F.R. 541.303*
Wage and Hour Records	A district shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the FLSA. *29 C.F.R. 516.2(a)*
Payday Law Exemption	The Texas Payday Law does not apply to the state or a political subdivision. *Labor Code 61.003*

Staff Development

Educator

The staff development provided by a district to an educator other than a principal must be conducted in accordance with standards developed by the district and designed to improve education in the district.

Principal

The staff development provided by a district to a principal shall be governed by Education Code 21.3541 and rules adopted under that section. [See DNB]

Education Code 21.451(a), (a-1)

Professional Development Policy

A board shall annually review the SBEC continuing education and training clearinghouse published under Education Code 21.4514 and adopt a professional development policy that must:

1. Be guided by the recommendations for training in the clearinghouse;
2. Note any differences in the policy adopted by the district or school from the recommendations in the clearinghouse; and
3. Include a schedule of all training required for educators or other school personnel at the district or school.

To the extent of any conflict, a frequency requirement for the completion of training provided by statute prevails over a frequency requirement for that training included in the professional development policy.

Education Code 21.4515(a), (b)

Requirements for Training

In designing staff development for educators other than principals, a district must use procedures that, to the greatest extent possible, ensure the training included in the staff development:

1. Incorporates proactive instructional planning techniques using a framework that:
    a. Provides flexibility in the ways:
        (1) Information is presented;
        (2) Students respond or demonstrate knowledge and skills; and
        (3) Students are engaged;
    b. Reduces barriers in instruction;
    c. Provides appropriate accommodations, supports, and challenges; and

d. Maintains high achievement expectations for all students, including students with disabilities and students of limited English proficiency; and

2. Integrates inclusive and evidence-based instructional practices for all students, including students with disabilities.

Staff development shall be predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus-level committee.

A district may use district-wide staff development that has been developed and approved through the district-level decision process. [See BQA and BQB, as appropriate]

Education Code 21.451(a-2), (b), (c)

Optional Training

Staff development may include training in:

1. Technology and digital learning; and

2. Positive behavior intervention and support strategies, including classroom management, district discipline policies, and the Student Code of Conduct.

Technology and digital learning training must:

1. Discuss basic technology proficiency expectations and methods to increase an educator's digital literacy; and

2. Assist an educator in the use of digital technology in learning activities that improve teaching, assessment, and instructional practices.

Staff development may include instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school.

Education Code 21.451(d)(1), (d-3), (g)

Required Training

Staff development must include training on:

1. Suicide prevention;

2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution; and

3. Preventing, identifying, responding to, and reporting incidents of bullying.

Required training above must be provided in accordance with the board’s professional development policy and use a best practice-based program recommended by the Health and Human Services

Commission under Education Code 38.351 [see FFEB]. Required training may include two or more topics listed together.

Education Code 21.451(d)(3), (d-1)

Instruction of Students with Disabilities

Definition

"Student with a disability" means a student who is:

1. Eligible to participate in a school district's special education program under Education Code 29.003;
2. Covered by Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794); or
3. Covered by the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

Education Code 21.001(3-a)

Requirements

Staff development must include training that is evidence-based, as defined by Section 8101, Every Student Succeeds Act (20 USC 7801), and that:

1. Relates to the instruction of students with disabilities, including students with disabilities who also have other intellectual or mental health conditions; and
2. Is designed for educators who work primarily outside the area of special education.

A district is required to provide the training to an educator who works primarily outside the area of special education only if the educator does not possess the knowledge and skills necessary to implement the individualized education program developed for a student receiving instruction from the educator. A district may determine the time and place at which the training is delivered.

In developing or maintaining the training, a district must consult with persons with expertise in research-based practices for students with disabilities, including colleges, universities, private and nonprofit organizations, regional education service centers, qualified district personnel, and any other persons identified as qualified by the district, regardless of whether the training is provided at the campus or district level.

Education Code 21.451(d)(2), (e)-(f)

Suicide Prevention

The required suicide prevention training may be satisfied through independent review of suicide prevention training material that complies with the guidelines developed by the Texas Education Agency (TEA) and is offered online. *Education Code 21.451(d-2); 19 TAC 153.1013(d)*

Suicide prevention programs on TEA's list of recommended best practice-based programs [see FFEB] must include components that provide for training school counselors, teachers, nurses, administrators, and other staff, as well as law enforcement officers and social workers who regularly interact with students, to:

1. Recognize students at risk of attempting suicide, including students who are or may be the victims of or who engage in bullying;

2. Recognize students displaying early warning signs and a possible need for early mental health or substance abuse intervention, which warning signs may include declining academic performance, depression, anxiety, isolation, unexplained changes in sleep or eating habits, and destructive behavior toward self and others;

3. Intervene effectively with students described above by providing notice and referral to a parent or guardian so appropriate action, such as seeking mental health or substance abuse services, may be taken by a parent or guardian; and

4. Assist students in returning to school following treatment of a mental health concern or suicide attempt.

A district shall provide training described in the components above for teachers, school counselors, principals, and all other appropriate personnel. A district is required to provide the training at an elementary school campus only to the extent that sufficient funding and programs are available. A school district may implement a program on TEA's list of recommended best practice-based programs [see FFEB] to satisfy this training requirement.

If a district provides the training, a district shall require completion in accordance with the district's professional development policy and maintain records that include district employees who participated in the training.

A district may satisfy a requirement to implement a program in the area of substance abuse prevention and intervention by providing instruction related to youth substance use and abuse education under Education Code 38.040. [See EHAC]

Education Code 38.351(e), (g), (g-1), (h); 19 TAC 153.1013

Staff Development Account

A district that receives resources from the commissioner of education's staff development account must pay to the commissioner for deposit in the account an amount equal to one-half of the cost of the resources provided to the district. *Education Code 21.453(c)*

Child Abuse, Trafficking, and Maltreatment

A district's methods for increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children [see District Improvement Plan at BQ and Sexual Abuse, Trafficking, and Maltreatment Policies and Programs at FFG] must include training concerning prevention techniques for and recognition of sexual abuse, sex trafficking, and all other maltreatment of children, including the sexual abuse, sex trafficking, and other maltreatment of children with significant cognitive disabilities.

The training must be provided in accordance with the district's professional development policy and as part of new employee orientation to all new employees.

The training must include:

1. Factors indicating a child is at risk for sexual abuse, trafficking, or other maltreatment;
2. Warning signs indicating a child may be a victim of sexual abuse, trafficking, or other maltreatment;
3. Internal procedures for seeking assistance for a child who is at risk for sexual abuse, trafficking, or other maltreatment, including referral to a school counselor, a social worker, or another mental health professional;
4. Techniques for reducing a child's risk of sexual abuse, trafficking, or other maltreatment; and
5. Information on community organizations that have relevant research-based programs and that are able to provide training or other education for district staff, students, and parents.

A district must maintain records that include staff members who participated in the training.

To the extent that resources are not yet available from TEA or the commissioner of education, districts shall implement the policies and trainings with existing or publicly available resources. The district may also work in conjunction with a community organization to provide the training at no cost to the district.

Education Code 38.0041(c)-(f); 19 TAC 103.1401(d)

Trauma-Informed Care

A district's efforts to increase awareness and implementation of trauma-informed care must include training to new and existing employees in accordance with the district's professional development policy. [See BQ, FFBA] *Education Code 38.036(c)*

Mental Health

A district shall require each district employee who regularly interacts with students enrolled at the district to complete an evidence-

based mental health training program designed to provide instruction to participants regarding the recognition and support of children and youth who experience a mental health or substance use issue that may pose a threat to school safety.

A district may not require a district employee who has previously completed mental health training offered by a local mental health authority under Health and Safety Code 1001.203 to complete the required training.

Education Code 22.904

To complete the required evidence-based mental health training program, personnel who regularly interact with students shall participate and complete the general training program, participate and complete the training program related to local school district practices and procedures, and submit and maintain supporting documentation of completion. *19 TAC 153.1015(b)*

Records

School districts shall require each district employee to provide the certificate of completion of the general training program to the school district.

Documentation of the training program related to local school district practices and procedures may be satisfied when the employee submits to the district an acknowledgement form signed by the employee who received the current training and a copy of the local procedures and practices that are published in the district handbook and/or district improvement plan.

Documentation of training for the mental health training program must be kept by the school district and made available to TEA upon request, which may include a reporting process, for the duration of the employee's employment with the district.

19 TAC 153.1015(f)(1)-(3)

Student Discipline

Each principal or other appropriate administrator who oversees student discipline shall, at least once every three school years, attend professional development training regarding Education Code Chapter 37, Subchapter G. The professional development shall include training relating to the distinction between a discipline management technique used at the principal's discretion under Education Code 37.002(a) and the discretionary authority of a teacher to remove a disruptive student under Education Code 37.002(b) [see FOA].

The professional development training may be provided in coordination with an education service center through the use of distance

learning methods, such as telecommunications networks, and using available TEA resources.

Education Code 37.0181

Test Administration

The commissioner may require training for district employees involved in the administration of assessment instruments. The commissioner may only require the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1), (b-2)*

Cybersecurity

Employees identified by the district with access to a district computer system or database and who use a computer to perform at least 25 percent of the employee's required duties must complete a cybersecurity training program selected by the board. The district, in consultation with its cybersecurity coordinator, shall determine how frequently employees must complete the training. [See CQB] *Gov't Code 2054.5191(a-1); Education Code 11.175(h-1)*

Special Programs

A district shall ensure that:

Teacher Literacy Achievement Academies (Reading Academies)

1. Not later than the 2022-23 school year, each classroom teacher in kindergarten or first, second, or third grade and each principal at a campus with kindergarten or first, second, or third grade has attended a teacher literacy achievement academy developed under Education Code 21.4552; and

2. Each classroom teacher and each principal initially employed in a grade level or at a campus described above for the 2022-23 school year or a subsequent school year has attended a teacher literacy achievement academy developed under Education Code 21.4552 by the end of the teacher's or principal's first year of placement in that grade level or campus.

Education Code 28.0062(a)(2)

[See EHAB for kindergarten-grade 3 reading standards.]

Gifted and Talented Education

A district shall ensure that:

1. Prior to assignment in the program or within one semester of assignment, teachers who provide instruction and services that are a part of the program for gifted/talented students [see EHBB] have a minimum of 30 hours of professional learning that includes nature and needs of gifted/talented students, as-

sessing student needs, and curriculum and instruction for gifted/talented students;

2. Teachers who provide instruction and services that are a part of the program for gifted/talented students receive a minimum of six hours annually of professional learning in gifted/talented education; and

3. Administrators and counselors who have authority for program decisions have a minimum of six hours of professional learning that includes nature and needs of gifted/talented students and program options with an update after legislative sessions.

19 TAC 89.2

Elective Bible Course

A teacher of an elective Bible course offered under Education Code 28.011 [see EMI] must hold a certificate in language arts, social studies, or history that qualifies the teacher to teach at the grade level at which the course is offered with, where practical, a minor in religious or biblical studies. The teacher must successfully complete staff development training developed by the commissioner for elective Bible courses. An elective Bible course may be taught only by a teacher who has successfully completed the commissioner's training under Education Code 21.459. *Education Code 28.011(f)*

Texas English Language Proficiency Assessment System Training

The employee assigned to oversee the administration of the Texas English Language Proficiency Assessment System (TELPAS) at a district campus may, with discretion, require other district employees involved in administering the TELPAS to complete training or online calibration activities described by Education Code 21.4571(a). An employee may not be required to complete a training or online calibration activity in one sitting. *Education Code 21.4571(b), (c)*

Automated External Defibrillators

A district shall, in accordance with its professional development policy, make available to employees and volunteers instruction in the principles and techniques of cardiopulmonary resuscitation and the use of an automated external defibrillator (AED).

Each school nurse, assistant school nurse, athletic coach or sponsor, physical education instructor, marching band director, cheerleading coach, and any other employee specified by the commissioner, and each student who serves as an athletic trainer, must:

1. Participate in the instruction; and

2. Receive and maintain certification in the use of an AED from the American Heart Association, the American Red Cross, or a similar nationally recognized association.

Education Code 22.902

Extracurricular Activity Safety

The following persons must satisfactorily complete an extracurricular activity safety training program in accordance with the district's professional development policy:

1. A coach, trainer, or sponsor for an extracurricular athletic activity; and

2. A director responsible for a school marching band.

The safety training program must include:

1. Certification of participants by the American Red Cross, the American Heart Association, or a similar organization or by the University Interscholastic League;

2. Current training in:

   a. Emergency action planning;

   b. Communicating effectively with 9-1-1 emergency service operators and other emergency personnel; and

   c. Recognizing symptoms of potentially catastrophic injuries, including head and neck injuries, concussions, injuries related to second impact syndrome, asthma attacks, heatstroke, cardiac arrest, and injuries requiring use of a defibrillator; and

3. A safety drill that incorporates the training and simulates various injuries described above.

Education Code 33.202(b), (c); 19 TAC 76.1003

Records

A superintendent shall maintain complete and accurate records of the district's compliance and the district shall make available to the public proof of compliance for each person employed by or volunteering for the district who is required to receive safety training.

A campus that is determined by a superintendent to be out of compliance with the safety training requirements shall be subject to the range of penalties determined by the UIL.

Education Code 33.206; 19 TAC 76.1003(e)

Steroids

A district shall require that each employee who serves as an athletic coach at or above the seventh grade level for an extracurricular athletic activity sponsored or sanctioned by the UIL complete:

1. The educational program developed by the UIL regarding the health effects of steroids; or

2. A comparable program developed by the district or a private entity with relevant expertise.

Education Code 33.091(c-1)

Concussions

At least once every two years, the following employees shall take a training course from an authorized provider:

1. A coach of an interscholastic athletic activity shall take a course approved by the UIL that provides for not less than two hours of training in the subject matter of concussions, including evaluation, prevention, symptoms, risks, and long-term effects.

2. An athletic trainer who serves as a member of a district's concussion oversight team shall take a course concerning the subject matter of concussions that meets the requirements set by the Texas Department of Licensing and Regulation (TDLR).

3. A school nurse or licensed health-care professional, other than an athletic trainer, who serves as a member of a district's concussion oversight team shall take a course approved by the UIL for coaches or that meets the requirements set by TDLR for athletic trainers, or a course concerning the subject matter of concussions that has been approved for continuing education credit by the appropriate licensing authority for the profession.

The employee must submit proof of timely completion of an approved course to the superintendent or designee. A school nurse or licensed health-care professional who is not in compliance with these training requirements may not serve on a concussion oversight team in any capacity. [See FM]

Education Code 38.158

Seizure Recognition and Related First Aid

A school nurse employed by a district must complete a TEA-approved online course of instruction for school nurses regarding managing students with seizure disorders that includes information about seizure recognition and related first aid.

A district employee, other than a school nurse, whose duties at the school include regular contact with students must complete a TEA-approved online course of instruction for school personnel regard-

ing awareness of students with seizure disorders that includes information about seizure recognition and related first aid.

Education Code 38.033(a), (b)

[See FFAF for information about a seizure management and treatment plan.]

Identification

Child Find

A district shall ensure that all children residing within the district who have disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to:

1. Homeless children;
2. Children who are wards of the state;
3. Children attending private schools;
4. Highly mobile children (including migrant children); and
5. Children who are suspected of being in need of special education but who are advancing from grade to grade.

20 U.S.C. 1412(a)(3)(A); 34 C.F.R. 300.111(a)(1)(i), (c)

Private School Students

A district shall conduct a timely and meaningful consultation with private school representatives regarding the child find process and the provision of special education and related services to children enrolled in private schools in the district.

A district shall undertake activities similar to those undertaken for public school children and shall complete the child find process for children enrolled in private schools in a time period comparable to that for other students attending public schools in the district.

20 U.S.C. 1412(a)(10)(A)(ii)-(iv) [See EHBAC regarding students in nondistrict placement.]

Preschool Students

A district shall develop a system to notify district residents with children who are at least three and younger than six and who are eligible for enrollment in a special education program of the availability of the program. *Education Code 29.009*

Requests and Referrals for Evaluation

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. *20 U.S.C. 1414(a)(1)(E)*

Multi-tiered System

Referral of students for a full individual and initial evaluation (FIIE) must be a part of the district's multi-tiered system of academic and behavioral supports. Students not making progress in the general education classroom should be considered for all interventions and support services available to all students; such as tutorial, compensatory, response to evidence-based intervention, and other academic or behavior support services.

The district cannot require a student to participate in interventions and support services for any specific length of time prior to a referral being made or an FIIE being conducted.

District Obligation to Refer

If the student continues to experience difficulty in the general education classroom with the provision of interventions and support services or at any time district personnel suspect a disability and a possible need for special education and related services, district personnel must refer the student for an FIIE.

A referral or request for an FIIE may be initiated at any time by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student. While an FIIE is being conducted, a student must continue to receive any necessary interventions and support services to target their academic or behavioral needs.

19 TAC 89.1011(a)

Prior Written Notice

Parent

If a parent submits a written request to a district's director of special education services or to a district administrative employee, such as a campus principal, for a FIIE of a student, the district shall, not later than the 15th school day after the date the district receives the request:

1. Provide the parent with prior written notice of its proposal to conduct an evaluation consistent with 34 C.F.R. 300.503, a copy of the procedural safeguards notice required by 34 C.F.R. 300.504, a copy of the Overview of Special Education for Parents form created by the Texas Education Agency (TEA), and an opportunity to give written consent for the evaluation; or

2. Provide the parent with prior written notice of its refusal to conduct an evaluation consistent with 34 C.F.R. 300.503, a copy of the Overview of Special Education for Parents form created by TEA, and a copy of the procedural safeguards notice required by 34 C.F.R. 300.504.

District

When a district initiates the referral for an FIIE of a student, the district must provide the parent with the information and materials described at item 1 above.

19 TAC 89.1011(b)-(c); Education Code 29.004(c); 20 U.S.C. 1414(a)(1); 34 C.F.R. 300.301

Notice of Rights

A reasonable time before a district proposes or refuses to initiate the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student, the district shall provide written notice to the student's parent or guardian. *20 U.S.C. 1415(b)(3); 34 C.F.R. 300.503(a)* [See EHBAE]

Initial Evaluation Required

A district shall conduct an FIIE before the initial provision of special education and related services. *20 U.S.C. 1414(a)(1)(A)*

Consent for Initial Evaluation

Before a district conducts an initial evaluation, it shall make reasonable efforts to obtain informed parental consent.

If the parent does not provide consent for an initial evaluation, or if the parent fails to respond to a request to provide consent, a district may, but is not required to, pursue the initial evaluation by utilizing due process procedures [see EHBAE], except to the extent inconsistent with state law relating to such parental consent.

Parental consent to initial evaluation shall not be construed as consent for placement for special education and related services.

20 U.S.C. 1414(a)(1)(D)(i)(I); 34 C.F.R. 300.300(b)

Wards of the State

If the child is a ward of the state and is not residing with the child's parent, a district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation, unless:

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent;
2. The rights of the parent have been terminated; or
3. The rights of the parent to make educational decisions have been subrogated and an individual appointed by a judge to represent the student has given consent for an initial evaluation.

20 U.S.C. 1414(a)(1)(D)(iii); 34 C.F.R. 300.300(a)(2)

Time Frame for Completion of Written Report

A district must complete the written report of a full individual and initial evaluation:

1. Not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent. If a student has been absent from school during that period on three or more school days, the period must be extended by a number of school days equal to the number of school days during that period on which the student has been absent; or
2. For students under five years of age by September 1 of the school year and not enrolled in public school and for students enrolled in a private or homeschool setting, not later than the 45th school day following the date on which the district receives written consent for the evaluation from the student's parent.

If a district receives written consent for the evaluation from the student's parent at least 35 but less than 45 school days before the last instructional day of the school year, the written report of a FIIE of a student must be provided to the student's parent not later than June 30 of that year.

If a district receives written consent for the evaluation from the student's parent at least 35 but less than 45 school days before the last instructional day of the school year but the student was absent three or more school days between the time that the school district received written consent and the last instructional day of the school year, the timeline in item 1 above applies to the date the written report of the FIIE must be completed.

If the district received the written consent for the evaluation from the student's parent less than 35 school days before the last day of the school year, the timeline in item 1, above, applies to the date the written report of the FIIE must be completed.

19 TAC 89.1011(d)-(e)

For purposes of the timelines under this provision, "school day" does not include a day that falls after the last instructional day of the spring school term and before the first instructional day of the subsequent fall school term. In the case of a school that operates under a school year calendar without spring and fall terms, a school day does not include a day that falls after the last instructional day of one school year and before the first instructional day of the subsequent school year. *19 TAC 89.1011(i)-(j)*

These time frames do not apply if the parent repeatedly fails or refuses to produce the child for the evaluation. *34 C.F.R. 300.301(d)(1)*

Transfer Students

A district shall ensure that evaluations of children who transfer from one district to another in the same academic year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations. *34 C.F.R. 300.304(c)(5)*

If a student was in the process of being evaluated for special education eligibility by a district and enrolls in another district before the previous district completed the FIIE, the new district must coordinate with the previous district as necessary and as expeditiously as possible to ensure a prompt completion of the evaluation in accordance with 34 C.F.R., 300.301(d)(2) and (e) and 300.304(c)(5).

The timelines above do not apply in such a situation if:

1. The new school district is making sufficient progress to ensure a prompt completion of the evaluation; and

2. The parent and the new school district agree to a specific time when the evaluation will be completed.

19 TAC 89.1011(f); Education Code 29.004; 20 U.S.C. 1414(a)(1)(C), (b)(3)(D); 34 C.F.R. 300.301(c)-(e)

Student Communication

The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication. *Education Code 29.004(b)*

Psychological Examinations

If a district determines that an additional examination or test is required for the initial and individual evaluation, the district shall provide the information required by Education Code 29.0041(a) and shall obtain additional parental consent. If a parent does not give consent within 20 calendar days after the district provided the information, the parent's consent is considered denied.

The time required for a district to provide information and seek consent may not be counted toward the time frame for completion of an evaluation. [See Time Frame for Completion of Written Report, above]

Education Code 29.0041

Eligibility and Reevaluations

A student is eligible to participate in a district's special education program if:

1. The student is between the ages of 3 and 21, inclusive;

2. The student has one or more of the disabilities listed in federal regulations, state law, or both; and

3. The student's disability(ies) prevents the student from being adequately or safely educated in the public schools without the provision of special services.

20 U.S.C. 1401(3); Education Code 29.003(b); 19 TAC 89.1035

Disability Definitions

To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 C.F.R. 300.8(a), subject to the provisions of 34 C.F.R. 300.8(c), Education Code Subchapter A, and 19 Administrative Code 89.1040. The provisions in 19 Administrative Code 89.1040 specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law. *19 TAC 89.1040(a)*

[For additional information on special education of students with dyslexia and related disorders, see EHB.]

Visual and Auditory Impairments

Students with visual impairments or who are deaf or hard of hearing shall be eligible to participate in a district's special education program from birth. *19 TAC 89.1035(b); Education Code 30.002(e), .081*

Birth Through Age Two

Children from birth through the age of two with visual impairments (VI), who are deaf or hard of hearing (DHH), or who are deaf-blind (DB) must be enrolled at the parent's request by a district when the district becomes aware of a child needing services. The appropriate instructional arrangement [see EHBA] for students from birth through the age of two with VI, DHH, or DB shall be determined in accordance with the individualized family services plan, current attendance guidelines, and the agreement memorandum between TEA and Texas Health and Human Services Commission Early Childhood Intervention (ECI) Services. *19 TAC 89.1005(d)*

Determination of Initial Eligibility

Upon completion of the administration of assessments and other evaluation measures, a team of qualified professionals and the parent shall make the determination of whether the child has a disability and of the educational needs of the child.

A district shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

20 U.S.C. 1414(b)(4); 34 C.F.R. 300.306(a)

The admission, review, and dismissal (ARD) [see EHBAB] committee must make its decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement within 30 calendar days from the date of the completion of the written FIIE report. If the 30th day falls during the summer and school is not in session, the ARD committee must meet not later than the 15th school day of the following school year to finalize decisions concerning the student's initial eligibility determination, and, if appropriate, IEP and placement. If the 30th day falls during the summer and school is not in session but an FIIE report indicates that the student would need extended school year services during that summer, the ARD committee must meet as expeditiously as possible after completion of the report.

Parent Copy

A copy of the written FIIE report must be provided to the parent as soon as possible after completion of the report but no later than five school days prior to the initial ARD committee meeting, which will determine a student's initial eligibility, or not later than June 30 if the district received the written consent for the evaluation from the student's parent at least 35 but less than 45 school days before the last instructional day of the school year.

19 TAC 89.1011(g)-(h); Education Code 29.004(a-1)

[For additional information regarding the evaluation and identification process when dyslexia is a suspected disability, see EHB.]

Consent for Services

Initial Provision of Services

A district must obtain informed consent from the parent for the initial provision of special education and related services. If the parent of a child fails to respond to a request for, or refuses to consent to, the initial provision of services, the district:

1. May not use the procedures in 34 C.F.R. part 300 subpart E (including the mediation and due process procedures) in order to obtain agreement or a ruling that the services may be provided to the child;
2. Will not be considered to be in violation of the requirement to make FAPE available to the child for the failure to provide the services for which the district requests consent; and
3. Is not required to convene an ARD meeting or develop an IEP for the child for the services.

Revoking Consent

If, at any time after the provision of initial services, the parent of a child revokes consent in writing for the continued provision of services, the district:

1. May not continue to provide services to the child, but must provide prior written notice before ceasing services;
2. May not use the procedures in 34 C.F.R. part 300 subpart E in order to obtain agreement or a ruling that the services may be provided to the child;
3. Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further services; and
4. Is not required to convene an ARD meeting or develop an IEP for further provision of services.

34 C.F.R. 300.300(b)

Reevaluations

A district shall ensure that each child with a disability is reevaluated if the district determines that the educational or related services needs of the child, including improved academic achievement and functional performance, warrant a reevaluation, or if the child's parent or teacher requests a reevaluation.

Reevaluation shall occur:

1. No more than once a year, unless the parent and the district agree otherwise; and

2. At least once every three years, unless the parent and district agree that a reevaluation is unnecessary.

A district shall obtain informed parental consent before conducting a reevaluation, except that informed parental consent is not needed if the district can demonstrate that it has taken reasonable measures to obtain consent and the child's parent has failed to respond.

20 U.S.C. 1414(a)(2), (c)(3); 34 C.F.R. 300.303

Evaluation for Change in Eligibility

A district must evaluate a child with a disability before determining that the child is no longer a child with a disability. However, an evaluation is not required before the termination of eligibility due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates under the aforementioned circumstances, a district must provide a summary of academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals. *34 C.F.R. 300.305(e); 20 U.S.C. 1414(c)(5)*

[See EIF(LEGAL) at Summary of Academic Achievement and Evaluation.]

Independent Evaluation

The parents have a right to obtain an independent educational evaluation of their child. If a parent requests an independent evaluation, a district shall provide the parents with information regarding where one can be obtained and the district's criteria for independent evaluations.

The results of a parent-initiated independent educational evaluation, whether at public or private expense, must be considered by the district if it meets the district's criteria, in any decision made with respect to providing FAPE to the child.

At Public Expense

If a parent requests an independent evaluation at public expense, the district shall, without unnecessary delay, either:

1. File a due process complaint to request a hearing to show that its evaluation is appropriate; or

2. Ensure that an independent evaluation is provided at public expense, unless the district demonstrates that the evaluation obtained by the parent did not meet district criteria.

At Private Expense

If a district initiates a hearing, and the final decision is that the district's evaluation is appropriate, the parent still has a right to an independent evaluation, but not at public expense.

34 C.F.R. 300.502

Prescription Medication

An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

Observations

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

Transition Services Defined

"Transition services" means a coordinated set of activities for a child with a disability that:

1. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
2. Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests.
3. Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and if appropriate, acquisition of daily living skills and functional vocational evaluation.

20 U.S.C. 1401(34); 34 C.F.R. 300.43

Individual Transition Planning

14 Years of Age

Not later than the first individualized education program (IEP) to be in effect when a student turns 14 years of age, the admission, review, and dismissal (ARD) committee must consider, and if appropriate, address the following issues in the IEP:

1. Appropriate student involvement in the student's transition to life outside the public school system;
2. Appropriate involvement in the student's transition by the student's parents and other persons invited to participate by the student's parents or the district in which the student is enrolled;
3. Appropriate postsecondary education options, including preparation for postsecondary-level coursework;
4. An appropriate functional vocational evaluation;
5. Appropriate circumstances for facilitating a referral of a student or the student's parents to a governmental agency for services or public benefits, including a referral to a governmental agency to place the student on a waiting list for public benefits available to the student, such as a waiver program established under Section 1915(c), Social Security Act [42 U.S.C. 1396n(c)]; and
6. The use and availability of appropriate supplementary aids, services, curricula, and other opportunities to assist the student in developing decision-making skills; and supports and services to foster the student's independence and self-deter-

mination, including a supported decision-making agreement under Estates Code Chapter 1357.

Beginning not later than the first IEP to be in effect when the student turns 14 years of age, or younger if determined appropriate by the ARD committee, the IEP must include:

1. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
2. The transition services, including courses of study, needed to assist the student in reaching the postsecondary goals .

18 Years of Age

Beginning not later than the first IEP to be in effect when the student turns 18 years of age, the ARD committee must consider and, if appropriate, address the following issues in the student's IEP:

1. Involvement in the student's transition and future by the student's parents and other persons, if the parent or other person:
   a. Is invited to participate by the student or the district in which the student is enrolled; or
   b. Has the student's consent to participate pursuant to a supported decision-making agreement under Estates Code Chapter 1357; and
2. The availability of age-appropriate instructional environments, including community settings or environments that prepare the student for postsecondary education or training, competitive integrated employment, or independent living, in coordination with the student's transition goals and objectives.

Annual Review

A student's ARD committee shall review at least annually the issues described above and, if necessary, update the portions of the student's IEP that address those issues.

[See EHBAB regarding membership of ARD committee for transition services meetings.]

19 TAC 89.1055(k)-(o); 20 U.S.C. 1414(d)(1)(A)(i)(VIII), 1414(d)(6); 34 C.F.R. 300.320(b); Education Code 29.011(a-1), .0111

Transition and Employment Designee

The transition and employment designee required of each district must complete the required training as developed by the commissioner of education and provide information about transition requirements and coordination among parents, students, and appro-

priate state agencies to ensure that school staff can communicate and collaborate effectively. *19 TAC 89.1075(i)*

Transition and Employment Guide

The Texas Education Agency (TEA) is required to develop a transition and employment guide for students enrolled in special education programs and their parents to provide information on statewide services and programs that assist in the transition to life outside the public school system. A school district shall:

1. Post the transition and employment guide on the district's website if the district maintains a website;
2. Provide written information and, if necessary, assistance to a student or parent regarding how to access the electronic version of the guide at:
    a. The first meeting of the student's ARD committee at which transition is discussed; and
    b. The first committee meeting at which transition is discussed that occurs after the date on which the guide is updated; and
3. On request, provide a printed copy of the guide to a student or parent.

Education Code 29.0112(a), (e)

Graduation

Graduation under 19 Administrative Code 89.1070(b)(1), or reaching maximum age eligibility described by 19 Administrative Code 89.1035 (Age Ranges for Student Eligibility) terminates a student's eligibility for special education services. For students who graduate and receive a diploma according to 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B), or (C), the ARD committee must determine needed special education services upon the request of the student or parent to resume services, as long as the student meets the age requirements. *19 TAC 89.1070(a), (j)* [See EHBAA]

Graduation from high school with a regular diploma constitutes a change in placement that requires written prior notice to parents.

A district is not required to conduct an evaluation before termination of eligibility due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under state law.

A district shall provide the child with a summary of the child's academic achievement and functional performance, which shall in-

clude recommendations on how to assist the child in meeting the child's postsecondary goals.

[See EIF]

20 U.S.C. 1414(c)(5); 34 C.F.R. 300.102(a)(3), .305(e)(2)

Driving with Disability Program

A district shall provide information regarding the Texas Driving with Disability Program to students who have a health condition or disability that may impede effective communication with a peace officer and who receive special education services or who are covered by Section 504 and their parents.

The information shall be provided to each student who is 16 years of age or older and annually until the earlier of the student's graduation from high school or 21st birthday.

Education Code 29.0113(a)-(b)

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Parental Consent Not Required

An employee of a district is not required to obtain the consent of a child's parent before the employee may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used for a purpose related to the promotion of student safety under Education Code 29.022. *Education Code 26.009(b)*

Video Surveillance of Special Education Settings

In order to promote student safety, on receipt of an authorized written request, a district shall provide equipment, including a video camera, to the campus in the district specified in the request.

Classroom or Other Setting

A campus that receives equipment shall place, operate, and maintain one or more video cameras in self-contained classrooms and other special education settings in which a majority of the students in regular attendance are provided special education and related services and are assigned to one or more self-contained classrooms or other special education settings for at least 50 percent of the instructional day, provided that:

1. A campus that receives equipment as a result of the request by a parent or staff member is required to place equipment only in classrooms or settings in which the parent's child is in regular attendance or to which the staff member is assigned, as applicable; and

2. A campus that receives equipment as a result of the request by a board of trustees, principal, or assistant principal is required to place equipment only in classrooms or settings identified by the requestor, if the requestor limits the request to specific classrooms or settings subject to Education Code 29.022.

Education Code 29.022(a)

Definitions

“Incident” means an event or circumstance that:

Incident

1. Involves alleged “abuse” or “neglect,” as described in Family Code 261.001, of a student by a staff member of the district or alleged “physical abuse” or “sexual abuse,” as described in Family Code 261.410, of a student by another student; and

2. Allegedly occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted.

Other Special Education Setting

“Other special education setting” means a classroom on a separate campus (i.e., a campus that serves only students who receive special education and related services) of a district—including a room attached to the classroom or setting used for time-out—in which a

majority of the students in regular attendance are provided special education and related services, are assigned to the setting for at least 50 percent of the instructional day, and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Residential care and treatment facility—separate campus; or
2. Off home campus—separate campus.

Parent "Parent" means a person described in Education Code 26.002, whose child receives special education and related services in one or more self-contained classrooms or other special education settings. "Parent" also means a student who receives special education and related services in one or more self-contained classrooms or other special education settings and who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code, Chapter 31, unless the student has been determined to be incompetent or the student's rights have been otherwise restricted by a court order.

School Business Day "School business day" means a day that campus or district administrative offices are open.

Self-contained Classroom "Self-contained classroom" means a classroom on a regular campus (i.e., a campus that serves students in general education and students in special education), including a room attached to the classroom used for time-out, but not including a classroom that is a resource room instructional arrangement under Education Code 48.102, in which a majority of the students in regular attendance are provided special education and related services for at least 50 percent of the instructional day and have one of the following instructional arrangements/settings described in the student attendance accounting handbook:

1. Self-contained (mild/moderate/severe) regular campus;
2. Full-time early childhood (preschool program for children with disabilities) special education setting;
3. Residential care and treatment facility—self-contained (mild/moderate/severe) regular campus;
4. Residential care and treatment facility—full-time early childhood special education setting;
5. Off home campus—self-contained (mild/moderate/severe) regular campus; or
6. Off home campus—full-time early childhood special education setting.

Staff Member — "Staff member" means a teacher, a related service provider, a paraprofessional, a counselor, or an educational aide assigned to work in the self-contained classroom or other special education setting.

Time-out — "Time-out" has the meaning assigned by Education Code 37.0021.

Video Camera — "Video camera" means a video surveillance camera with audio recording capabilities.

Video Equipment — "Video equipment" means one or more video cameras and any technology and equipment needed to place, operate, and maintain video cameras as required by Education Code 29.022 and 19 Administrative Code 103.1301. "Video equipment" also means any technology and equipment needed to store and access video recordings as required.

19 TAC 103.1301(b); Education Code 29.022

Administrative Coordinator — Each district shall designate an administrator at the primary administrative office of the district with responsibility for coordinating the provision of equipment to schools and campuses. *Education Code 29.022(a-2)*

Authorized Requestors — The following people may request in writing that equipment be provided to a campus at which one or more children receive special education services in a qualifying classroom or setting:

1. A parent of a child who receives special education services for the campus at which the child receives those services;
2. The board of trustees for one or more specified campuses;
3. The principal or assistant principal for their campus; and
4. A staff member assigned to work with one or more children receiving special education services for the campus at which the staff member works.

Education Code 29.022(a-1)

Processing the Request — A written request must be submitted and acted on as follows:

1. A parent, staff member, or assistant principal must submit a request to the principal or the principal's designee of the campus addressed in the request, and the principal or designee must provide a copy of the request to the district's designated administrator;
2. A principal must submit a request by the principal to the district's designated administrator; and

3. A board of trustees must submit a request to the district's designated administrator, and the administrator must provide a copy of the request to the principal or the principal's designee of the campus addressed in the request.

A campus shall operate and maintain the camera in the classroom or setting as long as the classroom or setting continues to satisfy these requirements, for the remainder of the school year in which the campus received the request, unless the requestor withdraws the request in writing.

Education Code 29.022(a-3)-(b)

Video Camera Coverage

The video cameras must be capable of:

1. Covering all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out; and

2. Recording audio from all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out.

The inside of a bathroom or any area in the classroom or other special education setting in which a student's clothes are changed may not be visually monitored, except for incidental coverage of a minor portion of a bathroom or changing area because of the layout of the classroom or setting.

Education Code 29.022(c)-(c-1)

Written Notice

Before a campus activates a video camera in a classroom or special education setting, the campus shall provide written notice of the placement to all campus staff and to the parents of each student attending class or engaging in school activities in the classroom or setting.

If for any reason a campus will discontinue operation of a video camera during a school year, not later than the fifth school day before the date the operation of the video camera will be discontinued, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue unless requested by a person eligible to make a request. Not later than the 10th school day before the end of each school year, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue during the following

school year unless a person eligible to make a request for the next school year submits a new request.

Education Code 29.022(b), (d)

Retention Period

A district shall retain video recorded from a video camera for at least three months after the date the video was recorded.

If a person requests to view a video recording from a video camera, a district must retain the recording from the date of receipt of the request until the person has viewed the recording and a determination has been made as to whether the recording documents an alleged incident. If the recording documents an alleged incident, the district or campus shall retain the recording until the alleged incident has been resolved, including the exhaustion of all appeals.

Education Code 29.022(e)-(e-1)

Gifts, Grants, and Donations

A district may solicit and accept gifts, grants, and donations from any person to implement the requirements of Education Code 29.022 and 19 Administrative Code 103.1301. A district is not permitted to use Individuals with Disabilities Education Act, Part B, funds or state special education funds to implement these requirements. *19 TAC 103.1301(d)*

No Waiver of Immunity

The requirements described by Education Code 29.022 do not:

1. Waive any immunity from liability of a district, or of district officers or employees; or
2. Create any liability for a cause of action against a district or against district officers or employees.

No Monitoring

A district may not:

1. Allow regular or continual monitoring of video recorded under Education Code 29.022; or
2. Use video for teacher evaluation or for any other purpose other than the promotion of safety of students receiving special education services.

Education Code 29.022(g)-(h)

Confidentiality

A video recording of a student made under this provision is confidential and may not be released or viewed except as provided below.

Limited Release

A district shall release a recording for viewing by:

1. An employee who is involved in an alleged incident that is documented by the recording and has been reported to the district, on request of the employee;

2. A parent of a student who is involved in an alleged incident that is documented by the recording and has been reported to the district or campus, on request of the parent;

3. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged or suspected abuse or neglect of a child under Family Code 261.406;

4. A peace officer, a school nurse, a district administrator trained in de-escalation and restraint techniques as provided by commissioners rule, or a human resources staff member designated by the board in response to a report of an alleged incident or an investigation of district personnel or a report of alleged abuse committed by a student; or

5. Appropriate agency or State Board for Educator Certification personnel or agents as part of an investigation.

A contractor or employee performing job duties relating to the installation, operation, or maintenance of video equipment or the retention of video recordings who incidentally views a video recording does not violate these confidentiality provisions.

Education Code 29.022(i)-(i-1); 19 TAC 103.1301(h)-(i)

Duty to Report

If a person described by item 4 or 5, above, views a video recording and has cause to believe that the recording documents possible abuse or neglect of a child under Family Code Chapter 261, the person must submit a report to the Texas Department of Family and Protective Services or other authority in accordance with the local policy adopted under 19 Administrative Code 61.1051 (Reporting Child Abuse and Neglect) and Family Code Chapter 261.

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

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19 TAC 103.1301(j); Education Code 29.022(j)

Use in Disciplinary Actions Against District Personnel

If a person described by items 3, 4, or 5, above, views the recording and believes that it documents a possible violation of district or campus policy, the person may allow access to the recording to appropriate legal and human resources personnel of the district to the extent not limited by the Family Educational Rights and Privacy

Act (FERPA) or other law. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student may be used in a disciplinary action against district personnel and must be released in a legal proceeding at the request of a parent of the student involved in the incident documented by the recording. A recording believed to document a possible violation of district policy relating to the neglect or abuse of a student must be released for viewing by the district employee who is the subject of the disciplinary action at the request of the employee. *19 TAC 103.1301(k)*

Federal Law / FERPA

19 Administrative Code 103.1301(j) (child abuse reporting) and (k) (disciplinary actions against personnel) do not limit the access of a student's parent to a record regarding the student under FERPA or other law. To the extent any provisions in Education Code 29.022 and 19 Administrative Code 103.1301 conflict with FERPA or other federal law, federal law prevails. *19 TAC 103.1301(l)*

District Policy

A district must adopt written policies relating to the placement, operation, and maintenance of video cameras under Education Code 29.022 and 19 Administrative Code 103.1301. At a minimum, the policies must include:

1. A statement that video surveillance is for the purpose of promoting student safety in certain self-contained classrooms and other special education settings;

2. Information on how a person may appeal an action by the district that the person believes to be in violation of this section or a policy adopted in accordance with this section, including the appeal and expedited review processes under 19 Administrative Code 103.1303 (Commissioner's Review of Actions Concerning Video Cameras in Special Education Settings) and the appeals process under Education Code 7.057;

3. A requirement that the district provide a response to a request made under this section not later than the seventh school business day after receipt of the request by the person to whom it must be submitted under Education Code 29.022(a-3) (at Limited Release, above) that authorizes the request or states the reason for denying the request;

4. Except as provided by item 6 of this provision, a requirement that a campus begin operation of a video camera in compliance with this provision not later than the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the request is authorized unless the Texas Education Agency (TEA) grants an extension of time;

5. A provision permitting the parent of a student whose admission, review, and dismissal (ARD) committee has determined that the student's placement for the following school year will be in a classroom or other special education setting in which a video camera may be placed under this section to make a request for the video camera by the later of:

    a. The date on which the current school year ends; or

    b. The 10th school business day after the date of the placement determination by the ARD committee;

6. A requirement that, if a request is made by a parent in compliance with item 5 of this provision, unless TEA grants an extension of time, a campus begins operation of a video camera in compliance with this provision not later than the later of:

    a. The 10th school day of the fall semester; or

    b. The 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the date the request is made;

7. The procedures for requesting video surveillance and the procedures for responding to a request for video surveillance;

8. The procedures for providing advanced written notice to the campus staff and the parents of the students assigned to a self-contained classroom or other special education setting that video and audio surveillance will be conducted or cease in the classroom or setting, including procedures for notice, in compliance with Education Code 29.022(b), of the opportunity to request continued video and audio surveillance if video and audio surveillance will otherwise cease;

9. A requirement that video cameras be operated at all times during the instructional day when one or more students are present in a self-contained classroom or other special education setting in which video cameras are placed;

10. A statement regarding the personnel who will have access to video equipment or video recordings for purposes of operating and maintaining the equipment or recordings;

11. A requirement that a campus continue to operate and maintain any video camera placed in a self-contained classroom or other special education setting for as long as the classroom or setting continues to satisfy the requirements in Education Code 29.022(a), for the remainder of the school year in which

the campus received the request, unless the requester withdraws the request in writing;

12. A requirement that video cameras placed in a self-contained classroom or other special education setting be capable of recording video and audio of all areas of the classroom or setting, except that no visual monitoring of bathrooms and areas in which a student's clothes are changed may occur. Incidental visual coverage of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is permitted only to the extent that such coverage is the result of the layout of the classroom or setting. Audio recording of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is required;

13. A statement that video recordings must be retained for at least three months after the date the video was recorded and that video recordings will be maintained in accordance with the requirements of Education Code 29.022(e-1), when applicable;

14. A statement that the regular or continual monitoring of video is prohibited and that video recordings must not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety;

15. At the district's discretion, a requirement that campuses post a notice at the entrance of any self-contained classroom or other special education setting in which video cameras are placed stating that video and audio surveillance are conducted in the classroom or setting;

16. The procedures for reporting an allegation to the district that an incident occurred in a self-contained classroom or other special education setting in which video surveillance under Education Code 29.022 and 19 Administrative Code 103.1301 is conducted;

17. The local grievance procedures for filing a complaint alleging violations of Education Code 29.022, and/or 19 Administrative Code 103.1301; and

18. A statement that video recordings made under Education Code 29.022 and 19 Administrative Code 103.1301 are confidential and a description of the limited circumstances under which the recordings may be viewed.

19 TAC 103.1301(g)

Governmental Record	A video recording under this section is a governmental record only for purposes of Penal Code 37.10.
Operation of Camera	These provisions apply to the placement, operation, and maintenance of a video camera in a self-contained classroom or other special education setting during the regular school year and extended school year services. A video camera placed under this section is not required to be in operation for the time during which students are not present in the classroom or other special education setting. *Education Code 29.022(s)-(t)*
Exclusions	A district is not required to provide video equipment to a campus of another district or charter school or to a nonpublic school. *19 TAC 103.1301(c)*
Dispute Resolution	The special education dispute resolution procedures in 34 Code of Federal Regulations 300.151-.153 and 300.504-.515 do not apply to complaints alleging that a district has failed to comply with Education Code 29.022 and 19 Administrative Code 103.1301. Complaints alleging violations of those sections must be addressed through the district's local grievance procedures or other dispute resolution channels. *19 TAC 103.1301(e)*
Denial of Request	The following standards and procedures apply to a denial of a request for placement of a video camera under Education Code 29.022(a), or to the denial of a request to release a video or to view a video made under Education Code 29.022(i) or (l)(2).
Exhaustion of Administrative Remedies	Once a request for placement of a video camera or a request to release a video is administratively denied, the requester must exhaust administrative remedies through the district's grievance process even if the requester opts for the expedited review process. However, a district, parent, staff member, or administrator may request an expedited review even before the local remedies are exhausted. After local remedies are exhausted by filing a grievance with the board and obtaining a board determination, the requester may appeal the denial to the commissioner of education under Education Code 7.057 by filing a petition for review.
Proper Request	In a case where there is a denial of a request for the placement of a video camera, the commissioner will determine whether the person requesting placement is a person allowed to request placement under Education Code 29.022(a-1) (see Limited Release, above) and whether the requester made a proper request under Education Code 29.022(a-3) (see Processing the Request, above).

Cost The commissioner will not consider the cost to the district of installing cameras or releasing video.

Release Determination In a case where there is a denial of a request to release a video, the commissioner will determine whether the requester is a person allowed to receive a video under Education Code 29.022(i) (described at Limited Release, above).

Timelines for Petition for Review The following timelines are established for filing a petition for review:

1. A petition for review shall be filed with the commissioner within 10 calendar days of the decision of the board denying the request being first communicated to the requester or requester's counsel, whichever occurs first. The petition for review shall be made in accordance with 19 Administrative Code 157.1073(c) (hearings brought under Education Code 7.057) and may include a request for expedited review.
2. The district's answer and local record shall comply with 19 Administrative Code 157.1052(b) and (c) and 19 Administrative Code 157.1073(d) and shall be filed with the commissioner within 10 calendar days of the district receiving notification from the commissioner of the appeal.
3. The procedures specified in 19 Administrative Code 157.1059; .1061; and .1073(e)-(h), (j), and (k) apply to a case brought to the commissioner under this section.

Expedited Review A request for expedited review is governed by the following.

1. The expedited review process is designed to allow a requester to promptly receive a preliminary judgment from the commissioner as to a decision to deny a request for the installation of cameras or a decision to deny a request to release a video while at the same time respecting the school grievance process. The expedited review process does not apply to a request to only view a video. Invoking the expedited review process results in a prompt initial determination. However, the final commissioner's determination is to be based on a substantial evidence review of the district's grievance record. This allows for a full record to be developed at the district level and does not require the requester and the district to make an evidentiary record before TEA in Austin, Texas. Because the requirements of Education Code 7.057 are met when the board's decision is heard by the commissioner, an appeal to district court is allowed under Education Code 7.057(d). Education Code 29.022 does not by itself allow an appeal to district court.

2. A district, parent, staff member, or administrator may request an expedited review. Any request for an expedited review shall include the names, telephone numbers, and addresses of all interested parties to the request. “Interested parties” are all persons who brought the grievance, all persons who have testified or provided written statements as part of the grievance process, and the district. The request for expedited review shall specify whether the district denied a request for the placement of a video camera or the district denied a request to release a video and briefly describe why that decision is either correct or incorrect.

3. A request for expedited review shall be filed with the commissioner no earlier than 14 business days after a request for placement of a video camera or a request to release a video is administratively denied under Education Code 29.022(i) or (l)(2) (see Limited Release and Process, above), and no later than the fifth business day after a board resolves a grievance as to a request for placement of a video camera or a request to release a video. A request for expedited review shall be filed with the commissioner electronically as provided on TEA’s Division of Hearings and Appeals website or by U.S. Mail, facsimile, hand-delivery, or by a commercial delivery service.

4. Whenever an interested party files a document with the commissioner, with the exception of the request for expedited review, the interested party shall send the same document to all other interested parties by the same method that the document was sent to the commissioner. Hand-delivery of the document by the next day may be substituted for service by facsimile delivery.

5. If a request for expedited review is timely filed, the commissioner will establish a briefing schedule and will send to all interested parties a notice that an expedited review has been filed, which will include relevant statutes and rules. Any interested party who knows of any additional interested parties who have not been notified will promptly inform the commissioner in writing.

6. All briefing shall clearly state the facts relied upon. Documents relevant to the issues presented may be attached to a brief. All briefing shall provide the reasons why the commissioner should or should not grant the request for expedited review. Citations to statutes, rules, commissioner decisions, and case law are important to identify the legal basis for the claims made.

7. All interested parties who are in favor of granting the request for expedited review shall file briefing at the time specified for the requester of the expedited review.

8. All interested parties who are opposed to granting the request for expedited review shall file briefing at the same time.

9. Briefing is not limited to the issues specifically raised in the pleadings in the case. However, no new arguments may be raised in the reply briefs. Reply briefs may contain new citations to the record and legal authority as to issues previously raised.

10. A preliminary judgment shall be issued based on the briefing of the interested parties. The preliminary judgment will be sent to the requestor, the district, and all interested parties. If it is determined that a district is not likely to prevail on the issue of a request for the placement of video cameras or the issue of a request to view a video under full review, the district will fully comply with Education Code 29.022.

11. After a preliminary judgment is made, a final judgment will be made in accordance with the procedures set forth in 19 Administrative Code 103.1303(b)(1)-(5) (the Denial of Request Review process).

19 TAC 103.1303(b)

Extension of Time

A request by a district for an extension of time to begin the operation of a video camera under Education Code 29.022 shall be made and decided using the following procedures.

Request

Any request by a district for an extension of time to begin the operation of a video camera shall be filed with the commissioner prior to the 45th school business day after a request to begin operating a video camera is received. However, a district should request an extension of time as soon as it determines that an extension of time should be filed.

A request for an extension of time to begin the operation of a video camera shall specify why an extension of time should be granted. The request shall include affidavits supporting any factual claims made in the request and reference any legal authority as to why the request should be granted. The request may include a request for expedited review. The request shall name the individual who requested the installation of cameras and provide the individual's address and telephone number. Immediately following the individual's address and telephone number there shall appear in bold type: "You have been identified as the individual who requested the operation of a video camera that is the subject of this request to the

commissioner of education to extend the statutory timeline. You may, but are not required to, participate in the proceedings before the commissioner concerning the school district's request for an extension of time. It is entirely up to you whether and to what extent you wish to participate in these proceedings. The procedures governing these proceedings are found at 19 Texas Administrative Code 103.1303(c) and Texas Education Code 29.022."

A request for an extension of time to begin the operation of a video camera shall list the names, telephone numbers, and addresses of all interested parties to the request. All interested parties include all parents of students in the classroom or other special education setting for which a video camera has been requested and all staff who provided services in a classroom for which a video camera has been requested.

Filing Documents All documents in a case shall be filed with the Division of Hearings and Appeals, Texas Education Agency, 1701 N. Congress Ave., Austin, Texas 78701, facsimile number (512) 475-3662. Documents shall be filed electronically as provided on the division's website or by mail, delivery, or facsimile. All documents must be actually received by the Division of Hearings and Appeals by the date specified in this section. The mailbox rule does not apply to filings in a case filed under this subsection. Electronic filing is strongly encouraged.

All filings in a case shall be sent to the district, the individual who initially requested the installation of the cameras, and all interested parties who have filed a request to receive documents filed in the case by the same method as the request is filed with the commissioner. Due to the requirements of FERPA, the names, telephone numbers, and addresses of parents and other publicly identifiable student information may not be given to the interested parties. The copies of the filings sent to interested parties shall be redacted to remove all personally identifiable student information.

Filing Responses Any response to a request for an extension of time to begin the operation of a video camera shall be filed with the commissioner by an interested party within 10 calendar days of the filing of the request. If no response to the request is timely filed, the commissioner shall issue a final decision within 20 calendar days of the filing of the request.

A response to a request for an extension of time to begin the operation of a video camera shall specify why an extension of time should or should not be granted. The response shall include affidavits concerning any factual claims made in the request and reference any legal authority as to why the request should or should not

be granted. The response may include a request for expedited review.

Expedited Review

A request for expedited review must be filed with the commissioner within 10 calendar days of the filing of the request for an extension of time to begin the operation of a video camera. If a request for expedited review is made, all interested parties shall be notified that they have been identified as interested parties in the request for an extension of time to begin the operation of a video camera. In particular, the interested parties will be informed that it is their choice whether to participate in the proceedings before the commissioner, that it is entirely up to them to determine to what extent they wish to participate in the proceedings, that the procedures governing these proceedings are found in 19 Administrative Code 103.1303 and Education Code 29.022, and that upon their written request filed with the commissioner they will be sent all filings in this case.

If a request for an expedited review is not made, the commissioner shall issue a final decision within 45 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

If a request for expedited review is made, the following procedures shall be followed:

1. Any reply by the district to any response to the request shall be filed with the commissioner within 25 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
2. A preliminary judgment shall be made by the commissioner within 35 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
3. Any interested party or the district may file objections to the preliminary judgment within 40 calendar days of the filing of the request for an extension of time to begin the operation of a video camera.
4. Any reply to an objection to a preliminary judgment must be filed within 45 calendar days of the filing of a request for an extension of time to begin the operation of a video camera.

5. The commissioner shall issue a final decision within 55 calendar days of the filing of the request for an extension of time to begin the operation of a video camera, unless the commissioner determines that an evidentiary hearing would be helpful in deciding the issues raised. If the commissioner decides to hold an evidentiary hearing, the commissioner shall establish the timelines and procedures to be used. Whether to conduct the hearing by telephone or other electronic methods will be considered.

Commissioner Consideration — In making either a preliminary judgment or a final judgment under this subsection, the commissioner will consider whether granting the requested extension is reasonable considering all factors, including contracting statutes, architectural and structural issues, and the difference in costs to the district if a moderate extension of time is granted.

No Appeal — A commissioner's final decision under this provision is not subject to appeal.

19 TAC 103.1303(c)

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Title III Requirements

A district that receives funds under Title III of the Elementary and Secondary Education Act shall comply with the statutory requirements regarding English learners and immigrant students. *20 U.S.C. 6801-7014*

A district that receives funds under Title I or Title III to provide a language instruction educational program shall, not later than 30 days after the beginning of the school year, inform the parents of an English learner identified for participation in such a program of the information required by 20 U.S.C. 6312(e)(3). *20 U.S.C. 6312(e)(3)*

Definitions

Alternative Methods

"Alternative methods" means a temporary instructional plan that meets the affective, linguistic, and cognitive needs of emergent bilingual (EB) students and equips the teacher under a bilingual exception or an English as a second language (ESL) waiver to align closely to the required bilingual or ESL program through the comprehensive professional development plan.

Certified Bilingual Program Teacher

"Certified bilingual program teacher" means a teacher holding bilingual certification and appropriately certified for the grade level and content area. The term "certified bilingual program teacher" is synonymous with the term "professional bilingual educator" used in Education Code 29.063.

Certified English as a Second Language Teacher

"Certified English as a second language teacher" means a teacher appropriately certified in ESL as well as for the grade level and content area. The term "certified English as a second language teacher" is synonymous with the term "professional transitional language educator" used in Education Code 29.063.

Dual Language Immersion Program

"Dual language immersion (DLI) program" means a state-approved bilingual program in accordance with Education Code 29.066 that uses English and a partner language. The two state-approved DLI program models are one-way DLI and two-way DLI.

Emergent Bilingual

"Emergent bilingual (EB)" means a student whose primary language is other than English and whose English language skills are such that the student has difficulty performing ordinary classwork in English. "Emergent bilingual" also means a student identified by the Language Proficiency Assessment Committee (LPAC) who is in the process of acquiring English and has another language as the student's home language. This term is interchangeable with English learner as used in federal regulations and replaces the term "limited English proficient student."

English as a Second Language Program

"English as a second language (ESL) program" means a special language program in accordance with Education Code, Chapter 29, Subchapter B, to include both content-based and pull-out pro-

gram models. Another related term for an ESL program is "English as an additional language program."

English Proficient Student — "English proficient student" means a former EB student who has met reclassification as English proficient by the LPAC.

Exit — "Exit" refers to the point when an EB student is reclassified as English proficient and ends bilingual or ESL program participation with LPAC recommendation and parental approval. The term "exit" is synonymous with the description in Education Code, Chapter 29, Subchapter B, of a student having been "transferred out" of bilingual or special language programming. For the purpose of meeting the goals of a DLI program, the LPAC recommends that the EB student is reclassified as English proficient but continues participation in the program to further develop biliteracy for the duration of the program for prekindergarten through grade 12.

Language Proficiency Assessment Committee — "Language Proficiency Assessment Committee" means a designated group of committee members as described in 19 Administrative Code 89.1220 (relating to Language Proficiency Assessment Committee) and Education Code 26.063 that ensures the appropriate identification, placement, assessment, services, reclassification, and monitoring of EB students. The LPAC also meets in conjunction with all other committees related to programs and services for which an EB student qualifies.

Parent — "Parent" includes the parent or legal guardian of the student in accordance with Education Code 29.052(2).

Reclassification — "Reclassification" means the process by which the LPAC determines that an EB student has met the appropriate criteria to be classified as English proficient, and the student enters year 1 of monitoring as indicated in the Texas Student Data System Public Education Information Management System.

Education Code 29.052; 19 TAC 89.1203(1), (3)-(4), (6), (8)-(9), (11), (13), (16), (19), (22)

District Responsibility

Each district shall:

1. Identify EB students based on criteria established by the state;
2. Provide bilingual education, including bilingual and ESL programs as integral parts of the general program;
3. Seek appropriately certified teaching personnel to ensure that EB students are afforded full opportunity to master the essential knowledge and skills; and

4. Assess academic achievement and linguistic progress in accordance with Education Code Chapter 29, Subchapter B, to ensure accountability for EB students and the schools that serve them.

19 TAC 89.1201(a)

Identification of Emergent Bilingual Students

Within the first four weeks of the first day of school, the LPAC shall determine and report to the board the number of EB students on each campus and shall classify each student according to the language in which the student possesses primary proficiency. A board shall report that information to the Texas Education Agency (TEA) before November 1 each year. *Education Code 29.053(b)*

Language Proficiency Assessment Committees

A district shall by local board policy establish and operate one or more LPACs. The district shall have on file a policy and procedures for the selection, appointment, and orientation of members of the LPAC(s).

A district shall establish and operate a sufficient number of LPACs to enable them to discharge their duties within four calendar weeks of the enrollment of an EB student.

19 TAC 89.1220(a), (e)

Membership of LPAC

The LPAC shall include:

1. An appropriately certified bilingual educator (for students served through a bilingual program);
2. An appropriately certified ESL educator (for students served through an ESL program);
3. A parent of an (EB) student participating in a bilingual or ESL program; and
4. A campus administrator.

A district may add other members to the committee.

All required members of an LPAC must be present either in person or virtually to make individualized student decisions.

No parent serving on the LPAC shall be an employee of the district.

All members of the LPAC, including parents, shall be acting for the district and shall observe all laws and rules governing confidentiality of information concerning individual students. A district shall be responsible for the orientation of all members, including the parents, of the LPAC.

Meetings The LPAC may use alternative meeting methods, such as phone or video conferencing and the use of electronic signatures that adhere to district policy.

19 TAC 89.1220(b)-(d), (f); Education Code 29.063(a)-(b);

Duties The LPAC shall have the duties set forth at Education Code 29.063(c) and 19 Administrative Code 89.1220(g)-(i), (k), including duties to review information, classify students, notify parents, and monitor student academic progress.

Home Language Survey

For each new student enrolling for the first time in a Texas public school in any grade from prekindergarten through grade 12, the TEA-developed home language survey shall be administered. This home language survey will serve as the original and only home language survey throughout the student's educational experience in Texas public schools.

The district shall:

1. Ensure that the student's parent understands the language used in the survey and its implications;
2. Require that the survey be signed by the student's parent for each student in prekindergarten through grade 8 or by the student in grades 9-12;
3. Ensure the student's parent is aware of the benefits of bilingual and ESL programs; and
4. Maintain the original copy of the survey in the student's permanent record and transfer it to any subsequent Texas public school districts in which the student enrolls.

If the response on the home language survey indicates that a language other than English is or was used for communication, the student shall be tested in accordance with 19 Administrative Code 89.1226 (Testing and Classification of Students).

If a parent determines an error was made when completing the original home language survey, the parent may request a correction only if the student has not yet been assessed for English proficiency; and corrections are made within two calendar weeks of the student's initial enrollment date in Texas public schools.

19 TAC 89.1215(a), (c), (e)

English Language Proficiency Testing

Within four calendar weeks of initial enrollment in a Texas public school, a student with a language other than English indicated on the home language survey shall be administered the state-approved English language proficiency test in accordance with 19 Ad-

ministrative Code 89.1226(c) and shall be identified as an EB student and recommended for placement into the required bilingual or ESL program in accordance with the testing and classification requirements in 19 Administrative Code 89.1226(f). *19 TAC 89.1226(b)*

Emergent Bilingual Classification

The LPAC may classify a student as EB if:

1. The student's ability in English is so limited or the student's disabilities are so severe that assessment procedures cannot be administered;
2. The student's score or relative degree of achievement on the TEA-approved English proficiency test is below the levels established by TEA as indicative of reasonable proficiency;
3. The student's primary language proficiency score as measured by a TEA-approved test is greater than the student's proficiency in English; or
4. The LPAC determines, based on other information, including a teacher evaluation, parental viewpoint, or student interview, that the student's primary language proficiency is greater than the student's proficiency in English or that the student is not reasonably proficient in English.

Education Code 29.056(c)

Parental Notice and Consent

Not later than the 10th day after the date of the student's classification as an EB student, the LPAC shall give written notice to the student's parent. *Education Code 29.056(d)*

The district shall notify the parent in English and in the parent's home language that their child has been identified as an EB student and recommended for placement in the required bilingual or ESL program using the TEA-developed identification and placement letter.

The parent shall be provided information describing the bilingual or ESL program recommended, its benefits and goals, and its being an integral part of the school program to ensure that the parent understands the purposes and content of the program and their parental rights.

The placement of a student in the bilingual or ESL program must be approved in writing by the student's parent or through allowable alternatives described in 19 Administrative Code 89.1220, in order to have the student included in the bilingual education allotment (BEA). The parent's approval shall be considered valid for the student's continued participation in the required bilingual or ESL pro-

gram until the student meets the reclassification criteria described in 19 Administrative Code 89.1226(i) (Testing and Classification of Students), the student graduates from high school, or a change occurs in program placement. A change between bilingual and ESL program placement requires new parental approval using the TEA-developed continuation of language program services letter.

If a parent denies program placement at any point, the TEA-developed parental denial of program services letter shall be used to ensure parents are informed of the implications of program denial, including understanding that the child will continue to be identified as an EB student and will continue to be assessed annually using the Texas English Language Proficiency Assessment System (TELPAS) until reclassification criteria have been met.

19 TAC 89.1240(a)

Pending completion of the identification process, receipt of LPAC documentation for transferring students, or parental approval of an identified EB student's placement into the bilingual education or ESL program recommended by the LPAC, a district shall place the student in the recommended program. Only EB students with parental approval for program participation will be included in the bilingual education allotment.

A district may place a student in or exit a student from a program without written approval of the student's parent if:

1. The student is 18 years of age or has had the disabilities of minority removed;
2. The parent provides approval through a phone conversation or email that is documented in writing and retained; or
3. An adult who the district recognizes as standing in parental relation to the student provides written approval. This may include a foster parent or employee of a state or local governmental agency with temporary possession or control of the student.

19 TAC 89.1220(j), (m)

Reclassification and Exit Approval

The district shall use the TEA-developed parent notification of reclassification and approval of program exit letter to give written notification to the student's parent of the student's reclassification as English proficient and acquire written approval for their exit from the bilingual or ESL program.

The district shall use the TEA-developed parent notification of reclassification and option to continue in a dual language immersion

program letter to give written notification to the student's parent of the student's reclassification as English proficient and acquire written approval for continued program participation as an English proficient student.

Students meeting reclassification criteria who have been recommended for exit by the LPAC may only exit the bilingual or ESL program with parental approval.

19 TAC 89.1240(b); Education Code 29.056(a)

Participation of Other Students

With the approval of a district and a student's parents, a student who is not LEP may also participate in a bilingual education program. *Education Code 29.058*

The number of participating non-EB students shall not exceed 40 percent of the number of students enrolled in those bilingual or ESL program models district-wide. *19 TAC 89.1233(c)*

Students with Disabilities

For students with disabilities, a district shall utilize the state's criteria for identification of EB students as described in 19 Administrative Code 89.1226(f) (relating to Testing and Classification of Students) and shall establish placement procedures that ensure that the placement recommendation by the LPAC, in conjunction with the admission, review, and dismissal (ARD) committee, in a bilingual or English as a second language program is not refused based on the student's disabling condition.

LPAC members shall meet in conjunction with ARD committee members to review progress and provide recommendations regarding the educational needs of each EB student who also qualifies for services in the district's special education program. [See EHBAB] *19 TAC 89.1230*

Bilingual and ESL Programs

Each district that has an enrollment of 20 or more students identified as EB students in any language classification in the same grade level district-wide shall offer a bilingual program for the EB students in prekindergarten through the elementary grades with that language classification. "Elementary grades" shall include prekindergarten through grade 5; grade 6 shall be included when clustered with elementary grades.

A district required to provide a bilingual program shall offer dual-language instruction (English and home or partner language) in prekindergarten through the elementary grades, using one of the four bilingual program models described in 19 Administrative Code 89.1210 (relating to Program Content and Design).

19 TAC 89.1205(a)-(b); Education Code 29.053(c)-(d)

A district shall provide an ESL program to all EB students for whom a district is not required to offer a bilingual program, regardless of the students' grade levels and home language, and regardless of the number of such students, except in cases where a district exercises the option to provide a bilingual education program that is not required by law [see below]. A district required to provide an ESL program shall provide an ESL program using one of the two models described in 19 Administrative Code 89.1210.*19 TAC 89.1205(c)-(d)*

A district is authorized to establish a bilingual program even if the district has fewer than 20 students identified as EB bilingual students in any language classification in the same grade level district-wide and at grade levels in which the bilingual program is not required under 19 Administrative Code 89.1205(a). If a district does operate such a program under this authorization, the district shall adhere to all program requirements in 19 Administrative Code 89.1210, .1227, .1228, and .1229. *19 TAC 89.1205(f)-(g)*

Exceptions and Waivers

A district shall comply with the requirements for bilingual exceptions and ESL waivers under 19 Administrative Code 89.1207. *Education Code 29.054; 19 TAC 89.1207*

A district that is unable to employ a sufficient number of teachers, including part-time teachers, who meet the certification requirements for the bilingual and ESL programs shall apply on or before November 1 for an exception to the bilingual program or a waiver for the ESL program as provided in 19 Administrative Code 89.1207. *19 TAC 89.1245(b)*

Program Design

A district that is required to offer bilingual education through bilingual or ESL program models shall provide each EB student the opportunity to be enrolled in the required program at their grade level.

A district's bilingual and ESL program models shall comply with the program content and design requirements of 19 Administrative Code 89.1210. A district shall ensure ongoing collaboration between bilingual and ESL programs and the general education programs to provide equitable educational access for all learners.

19 TAC 89.1210(a)-(b)

EB students shall participate with their non-EB peers in general education classes provided in subjects such as art, music, and physical education. A district shall provide students enrolled in the program a meaningful opportunity to participate fully with other non-EB peers in all extracurricular activities. Elective courses included in the curriculum may be taught in a language other than English. *Education Code 29.055, .057(b); 19 TAC 89.1210(f)*

Bilingual Education Program Models

Bilingual education shall be implemented through at least one of the following program models:

1. Transitional bilingual/early exit;
2. Transitional bilingual/late exit;
3. Dual language immersion/one-way; or
4. Dual language immersion/two-way.

19 TAC 89.1210(c)

ESL Program Models

The ESL program shall be implemented through one of the following program models:

1. An ESL/content-based program model is an English acquisition program that serves students identified EB students through English instruction by a teacher appropriately certified in ESL under Education Code 29.061(c), using content-based language instruction in reading and language arts, mathematics, science, and social studies. The goal of content-based ESL is for program participants to attain full proficiency in English in order to participate equitably in school.
2. An ESL/pull-out program model is an English acquisition program that serves identified EB students through English instruction using content-based language instruction methods provided by an appropriately certified ESL teacher under Education Code 29.061(c), in reading and language arts in a pull-out or inclusionary delivery setting. The goal of ESL pull-out is for program participants to attain full proficiency in English in order to participate equitably in school.

19 TAC 89.1210(d)

Dual Language Immersion Program

A district may adopt a DLI program for students enrolled in elementary school grades. *Education Code 28.005(c), .0051(c)*

Implementation

Program implementation shall:

1. Begin at prekindergarten, kindergarten, or grade 1 as applicable, according to the district's earliest grade level provided;
2. Continue without interruption incrementally through the elementary grades;
3. Consider expansion to middle school and high school whenever possible; and

4. Include participation of former EB students who have reclassified as English proficient for the duration of the program.

19 TAC 89.1227(e)

Requirements

A DLI program model shall be a full-time program of academic instruction in the program's partner language and English for all program participants, emphasizing the participation of identified EB students. Access to the DLI program shall not be restricted based on race, creed, color, religious affiliation, age, or disability.

A DLI program shall meet the minimum requirements described in 19 Administrative Code 89.1227.

19 TAC 89.1227(b)

Two-Way DLI Program Enrollment

Student enrollment in a two-way DLI program model is optional for non-EB students. The program shall fully disclose candidate selection criteria and ensure that access to the program is not based on race, creed, color, religious affiliation, age, or disability. Additionally, identified and reclassified EB students and non-EB students shall not be restricted access to the two-way DLI program model based on any linguistic or academic achievement measures in the program's partner language or English.

A district implementing a two-way DLI program model shall develop a policy for enrollment and continuation for students in the program model. The policy must address:

1. Equitable access, including the program's intention to maintain a ratio of 50 percent EB students to 50 percent non-EB students and have no more than two-thirds speakers of the partner language to one-third speakers of English in each classroom;

2. Support of program benefits and goals as stated in 19 Administrative Code 89.1210 (Program Content and Design);

3. The district's commitment to providing equitable access to services for EB students and to ensuring continuity of program for all program participants;

4. The program's language allocation plan for the grade levels in which the program will be implemented; and

5. Expectations for students, families, and district and campus stakeholders.

19 TAC 89.1228(a)-(c)

A district implementing a two-way DLI program model shall obtain written parental approval as follows:

1. For EB students in accordance with 19 Administrative Code 89.1240; and

2. For non-EB students, through a district-developed process.

19 TAC 89.1228(d)

Two-Way DLI Program State Assessment

A district implementing a two-way DLI program model shall determine the appropriate assessment option for program participants as follows:

1. For EB students, the LPAC shall convene before the administration of the state criterion-referenced test each year to determine the appropriate assessment option for each EB student in accordance with 19 Administrative Code 89.1220(i) (Language Proficiency Assessment Committee).

2. For reclassified EB students and non-EB students, the appropriate assessment option for the administration of the state criterion-referenced test each year is determined by the LPAC or through a district-developed process.

19 TAC 89.1228(e)

School District Recognition

A district may recognize one or more of its campuses that implement an exceptional DLI program if the campus meets all of the following criteria. The school shall:

1. Meet the minimum requirements stated in 19 Administrative Code 89.1227;

2. Receive an acceptable performance rating in the state accountability system; and

3. Not have a bilingual and/or ESL program identified in any stage of intervention under the state's accountability system.

Student Recognition

An individual student participating in a DLI is eligible for local school district recognitions, including a performance acknowledgement in accordance with 19 Administrative Code 74.14. [See EIF]

19 TAC 89.1229

Facilities

Bilingual and ESL programs shall be located in public schools of the district with equitable access to all educational resources rather than in separate facilities. A district may cluster the programs at designated facilities within the district. Recent immigrant EB students shall not remain enrolled in a newcomer center for longer than two years. *Education Code 29.057; 19 TAC 89.1235*

Cooperation Among Districts

A district may join with one or more other districts to provide the required bilingual education or special language programs. The avail-

ability of the programs shall be publicized throughout the districts involved.

A district may allow a nonresident EB student to enroll in or attend its bilingual education or special language programs if the student's district of residence does not provide an appropriate program. The tuition for the student shall be paid by the district in which the student resides.

Education Code 29.059; 19 TAC 89.1205(e)

Documentation

A student's permanent record shall contain the documentation items required by 19 Administrative Code 89.1220(l). Documentation in a student's permanent record shall be forwarded in the same manner as other student records to another school district in which the student enrolls. *19 TAC 89.1220(l)*

For students previously enrolled in a Texas public school, the receiving district shall secure the student records, including the original home language survey and LPAC documentation as described in 19 Administrative Code 89.1220(l), as applicable. All attempts to contact the sending district to request records shall be documented. Multiple attempts to obtain the student's original home language survey shall be made. *19 TAC 89.1215(d)*

Summer Program

If a district is required to offer a bilingual education or special language program, it shall offer a voluntary summer school program for EB children who will be eligible for admission to kindergarten or first grade at the beginning of the next school year.

A school that operates on a semester system shall offer the program during the period school is recessed for the summer and for one-half day for eight weeks or on a similar schedule approved by the board. A school that operates on any other system shall offer 120 hours of instruction on a schedule approved by the board.

The program must be an intensive bilingual education or special language program that meets the standards set by TEA, and the student/teacher ratio may not exceed 18:1. A district shall comply with the requirements of 19 Administrative Code 89.1250 in providing such a program.

Other Programs

A district may establish on a full- or part-time basis other summer school, extended day, or extended week bilingual education or special language programs for EB students and may join with other districts in establishing such programs.

The programs required or authorized by Education Code 29.060 may not be a substitute for programs required to be provided during the regular school year.

Education Code 29.060; 19 TAC 89.1250

Personnel

Teachers assigned to a bilingual education program using one of the following program models must be appropriately certified in bilingual education:

1. Transitional bilingual/early exit program model; or
2. Transitional bilingual/late exit program model.

Education Code 29.061(b)

Teachers assigned to a bilingual education program using a dual language immersion/one-way or two-way program model must be appropriately certified for:

1. Bilingual education for the component of the program provided in a language other than English; and
2. Bilingual education or English as a second language for the component of the program provided in English.

A district that provides a bilingual education program using a dual language immersion/one-way or two-way program model may assign a teacher certified for the language other than English component of the program and a different teacher certified for the English language component.

Education Code 29.061(b-1)-(b-2)

A district shall take all reasonable affirmative steps to assign appropriately certified teachers to the required bilingual and ESL programs. A district that is unable to secure a sufficient number of appropriately certified bilingual education and/or ESL teachers to provide the required programs may request activation of the appropriate permits in accordance with 19 Administrative Code Chapter 230. *19 TAC 89.1245(a); Education Code 29.061(c)*

A district that is unable to provide the required bilingual and/or ESL program because of an insufficient number of appropriately certified teachers shall request from the commissioner of education an exception to the bilingual program and/or a waiver for the ESL program and the approval of temporary alternative methods. EB students with parental approval for program participation under a bilingual exception or an ESL waiver will be included in the bilingual education allotment (BEA) designated for temporary alternative methods. The approval of a bilingual exception and/or an ESL

waiver application shall be valid only during the school year for which it was granted, which includes summer school. The bilingual exception and/or ESL waiver application shall be submitted by November 1 and shall adhere to the requirements in 19 Administrative Code 89.1207. [See Exceptions and Waivers, above] *19 TAC 89.1207(a)-(d); Education Code 29.054*

Emergent Bilingual Students and State Assessments

In kindergarten-grade 12, an EB student shall participate in the state assessment in accordance with commissioner's rules at 19 Administrative Code Chapter 101, Subchapter AA. [See EKBA]

Program Exit

A district may transfer an EB student out of a bilingual education or special language program for the first time or a subsequent time if the student is able to participate equally in a regular all-English instructional program as determined by:

1. TEA-approved tests administered at the end of each school year to determine the extent to which the student has developed oral and written language proficiency and specific language skills in English;
2. Satisfactory performance on the reading assessment instrument under Education Code 39.023(a) or an English language arts assessment instrument under Education Code 39.023(c), as applicable, with the assessment instrument administered in English, or, if the student is enrolled in the first or second grade, an achievement score at or above the 40th percentile in the reading and language arts sections of an English standardized test approved by TEA; and
3. TEA-approved criterion-referenced tests and the results of a subjective teacher evaluation.

Education Code 29.056(g)

Post-Exit Monitoring and Reenrollment

The LPAC may reenroll the student in the program if later evidence suggests that a student who has been transferred out of a bilingual education or special language program has inadequate English proficiency and achievement. Classification of students for reenrollment must be based on the criteria required by Education Code 29.056. *Education Code 29.056(h)*

The LPAC shall reevaluate a student who is transferred out of a bilingual education or special language program if the student earns a failing grade in a subject in the foundation curriculum during any grading period in the first two school years after the student is transferred to determine whether the student should be reenrolled in a bilingual education or special language program.

During the first two school years after a student is transferred out of a bilingual education or special language program, the LPAC shall review the student's performance and consider:

1. The total amount of time the student was enrolled in bilingual education or special language programs;
2. The student's grades each grading period in each subject in the foundation curriculum;
3. The student's performance on state assessment instruments;
4. The number of credits the student has earned toward high school graduation, if applicable; and
5. Any disciplinary actions taken against the student under Education Code Chapter 37, Subchapter A.

After the evaluation, the LPAC may require intensive instruction for the student or reenroll the student in a bilingual education or special language program.

Education Code 29.0561

Program Evaluation

A district that is required to implement a bilingual education or ESL program shall conduct an annual evaluation in accordance with 19 Administrative Code 89.1265. The annual evaluation report shall be presented to the board before November 1 of each year. The report shall be retained at the district level and must meet the requirements of 19 Administrative Code 89.1265(b)-(c).

A district shall report to parents their child's English proficiency development as a result of participation in the program offered to EB students.

In alignment with the district improvement plan, each school year, the principal of each campus, with assistance from the campus level committee, shall develop, review, and revise the campus improvement plan for the purposes of improving student performance for EB students. [See BQB]

19 TAC 89.1265

Distance Learning and Correspondence Courses

Credit toward state graduation requirements may be granted for distance learning and correspondence courses only as follows:

1. The institution offering the correspondence course is The University of Texas at Austin, Texas Tech University, or another public institution of higher education approved by the commissioner of education.
2. Students may earn course credit through distance learning technologies such as satellite, internet, two-way videoconferencing, online courses, the Texas Virtual School Network (TXVSN), and instructional television.
3. The distance learning and correspondence courses must include the state-required essential knowledge and skills for such a course.

19 TAC 74.23

Texas Virtual School Network

The TXVSN is a state-led initiative for online learning authorized by Education Code Chapter 30A. The TXVSN is a partnership network administered by the Texas Education Agency (TEA) in coordination with regional education service centers (ESCs), Texas public school districts and charter schools, institutions of higher education, and other eligible entities.

The TXVSN is comprised of two components—the online school (OLS) program and the statewide course catalog.

19 TAC 70.1001(4)

Online School (OLS) Program

"Online School (OLS) program" is a full-time, virtual instructional program that is made available through an approved course provider and is designed to serve students in grades 3-12 who are not physically present at school. *19 TAC 70.1001(7)*

A TXVSN OLS may serve students in grades 3-12 but may not serve students in kindergarten-grade 2.

A school district that operates a TXVSN OLS that serves students in full-time virtual instruction shall, prior to the start of each academic year, notify TEA of grade levels to be served and the total number of students to be served during that academic year. A school district may not add grade levels after the start of the school year.

A TXVSN OLS or a school district wishing to add additional grade levels to its online program shall certify that the OLS has courses sufficient to comprise a full instructional program for each additional grade level to be served by the OLS prior to serving that grade level.

School districts approved to serve as TXVSN OLSs shall follow the TEA procedures related to obtaining a campus number for the virtual campus through which they serve their TXVSN OLS students.

School districts serving as TXVSN OLSs must follow all requirements in 19 Administrative Code 70.1011.

19 TAC 70.1011

Statewide Course Catalog

"Statewide course catalog" is a supplemental online instructional program available through approved providers. *19 TAC 70.1001(10)*

Course Providers

A TXVSN course provider is an entity that provides an electronic course through the TXVSN. Course providers include TXVSN OLSs and providers in the statewide course catalog. *19 TAC 70.1001(8)*

Electronic Course

"Electronic course" means an educational course in which:

1. Instruction and content are delivered primarily over the internet;
2. A student and teacher are in different locations for a majority of the student's instructional period;
3. Most instructional activities take place in an online environment;
4. The online instructional activities are integral to the academic program;
5. Extensive communication between a student and a teacher and among students is emphasized; and
6. A student is not required to be located on the physical premises of a school district or open-enrollment charter school.

An electronic course is the equivalent of what would typically be taught in one semester. For example: English IA is treated as a single electronic course and English IB is treated as a single electronic course.

Education Code 30A.001(4); 19 TAC 70.1001(1)

OLS Eligibility

To be eligible to serve as a TXVSN OLS, a school district shall:

1. Have a current accreditation status of Accredited under 19 Administrative Code 97.1055 (Accreditation Status);
2. Be rated acceptable under Education Code 39.054;

3. Be rated at the Standard Achievement level or higher under the state financial accountability rating system under 19 Administrative Code 109.1001 (Financial Accountability Ratings);

4. Have met statutory requirements for timely submission of annual audit and compliance reports, Public Education Information Management System (PEIMS) reports, and timely deposits with the Teacher Retirement System, with all records and reports reflecting satisfactory performance;

5. Be in good standing with other programs, grants, and projects administered through TEA; and

6. Have been approved to operate a TXVSN OLS as of January 1, 2013.

19 TAC 70.1009(a)

Statewide Course Catalog Provider Eligibility

To be eligible to serve as a course provider in the TXVSN statewide course catalog, a district must be rated acceptable under Education Code 39.054. A Texas school district may provide an electronic course through the TXVSN to a student enrolled in that district or school, a student enrolled in another school district or school in the state, or a student who resides in Texas who is enrolled in a school other than a public school district or charter school. *19 TAC 70.1007(a)*

General Requirements

TXVSN course providers shall:

1. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance in the course at least once every 12 weeks;

2. Provide the TXVSN receiver district in which each TXVSN student is enrolled with written notice of a student's performance at least once every three weeks if the student's performance in the course is consistently unsatisfactory, as determined by the TXVSN course provider;

3. Notify students in writing upon enrollment to participate in the TXVSN course with specific dates and details regarding enrollment;

4. Meet all federal and state requirements for educating students with disabilities;

5. Provide a contingency plan for the continuation of instructional services to all TXVSN students allowing them to complete their TXVSN courses in the event that the contract or agreement through which the electronic courses are provided

are terminated or the TXVSN courses become unavailable to students;

6. Ensure a maximum class size limit of 40 students in a single section of a course and ensure that the class size does not exceed the maximum allowed by law, as applicable, whichever is less; and

7. Meet all reporting requirements established by TXVSN central operations, including timely submission of student performance reports, course completion results, catalog data, data required to verify instructor qualifications, and all data necessary for the TXVSN Informed Choice Report required under 19 Administrative Code 70.1031 (Informed Choice Reports).

19 TAC 70.1007(c)

Receiver District Requirements

A district is eligible to serve as a receiver district in the TXVSN statewide course catalog. Each TXVSN receiver district shall:

1. Register as a receiver district with TXVSN central operations;

2. Assign a qualified staff member to serve as the TXVSN coordinator;

3. Enroll a student who resides in Texas and who is enrolled in a school other than a public school district or charter school upon request by the student and/or parent or guardian; and

4. In accordance with 19 Administrative Code 74.26 (Award of Credit), award credit to a student enrolled in the district who has successfully completed all state and local requirements and received a grade that is the equivalent of 70 on a scale of 100, based upon the essential knowledge and skills for a high school course offered through the TXVSN statewide course catalog.

19 TAC 70.1008

Courses

All electronic courses to be made available through the TXVSN shall be reviewed and approved prior to being offered in accordance with the course requirements at 19 Administrative Code 70.1005. *19 TAC 70.1005(a)*

An electronic course or program that was offered or could have been offered during the 2008-09 school year under former Education Code 29.909, as that section existed on January 1, 2009, may be offered during a subsequent school year through the TXVSN. *Education Code 30A.006*

Student Eligibility

A student is eligible to enroll in a TXVSN course only if the student:

Generally

1. On September 1 of the school year is younger than 21 years of age or is younger than 26 years of age and entitled to the benefits of the Foundation School Program under Education Code 48.003;
2. Has not graduated from high school; and
3. Is otherwise eligible to enroll in a public school in this state.

A student is eligible to enroll full-time in courses provided through the TXVSN only if the student:

1. Was enrolled in a public school in this state in the preceding school year;
2. Is a dependent of a member of the United States military who has been deployed or transferred to this state and was enrolled in a publicly funded school outside of this state in the preceding school year; or
3. Has been placed in substitute care in this state, regardless of whether the student was enrolled in a public school in this state in the preceding school year.

Exception for Military Dependents

A student is eligible to enroll in one or more TXVSN courses or enroll full-time in courses provided through the network if the student:

1. Is a dependent of a member of the United States military;
2. Was previously enrolled in high school in this state; and
3. No longer resides in this state as a result of a military deployment or transfer.

Provisional Enrollment

If a student has not provided required evidence of eligibility to enroll, a TXVSN OLS may enroll a student provisionally for 10 school days and withdraw the student from the OLS if the student does not provide the required evidence of eligibility within 10 school days of the provisional enrollment.

Upon enrolling a student provisionally, the TXVSN OLS shall notify the student and the student's parents or guardians that the student will be withdrawn if documentation is not provided within the required timeframe.

Education Code 30A.002; 19 TAC 70.1013

Enrolled Students

A student who is enrolled in the district as a full-time student may take one or more electronic courses through the TXVSN. *Education Code 30A.107(b)*

Unenrolled Students

A student who resides in this state but who is not enrolled in a school district or open-enrollment charter school in this state as a full-time student may, subject to Education Code 30A.155, enroll in electronic courses through the TXVSN. The student:

1. May not in any semester enroll in more than two electronic courses offered through the TXVSN;
2. Is not considered to be a public school student;
3. Must obtain access to a course provided through the network through the school district or open-enrollment charter school attendance zone in which the student resides;
4. Is not entitled to enroll in a course offered by a school district or open-enrollment charter school other than an electronic course provided through the network; and
5. Is not entitled to any right, privilege, activities, or services available to a student enrolled in a public school, other than the right to receive the appropriate unit of credit for completing an electronic course.

Education Code 30A.107(c)

Enrollment, Advancement, and Withdrawal

A student taking a course through the TXVSN statewide course catalog or a TXVSN OLS program is considered to:

1. Be enrolled in a TXVSN course when he or she begins receiving instruction and actively engages in instructional activities in a TXVSN subject area or course;
2. Have successfully completed a course if the student demonstrates academic proficiency and, for a high school course, earns credit for the course, as determined by the TXVSN teacher; and
3. Be, and must be reported as, withdrawn from the TXVSN when the student is no longer actively participating in the TXVSN course or program.

A student taking a course through the TXVSN statewide course catalog:

1. Shall enroll in each TXVSN course through the TXVSN online registration system;
2. Shall be assigned a grade by the TXVSN teacher after the drop period established by TXVSN central operations;
3. May withdraw from a course taken through the TXVSN after the instructional start date without academic or financial

penalty within the drop period established by TXVSN central operations; and

4. Shall have the grade assigned by the TXVSN teacher added to the student's record by the student's home district, and for a high school course, added to the student's transcript.

A student enrolled full time in a TXVSN online program in grades 3-8 must demonstrate academic proficiency sufficient to earn promotion to the next grade, as determined by the TXVSN teacher for the educational program.

19 TAC 70.1015

Compulsory Attendance

Texas public school students are not required to be in physical attendance while participating in courses through a TXVSN OLS or the TXVSN course catalog.

Based upon successful completion of a TXVSN course for students in grades 9-12 or a TXVSN OLS instructional program for students in grades 3-8, students are considered to have met attendance requirements for that course or program. A student who has successfully completed the grade level or course is eligible to receive any weighted funding for which the student is eligible.

For audit purposes, TXVSN course providers and TXVSN receiver districts shall maintain documentation to support the students' successful completion and to support verification of compulsory attendance.

"TXVSN receiver district" means a Texas public school district that has students enrolled in the school district who take one or more online courses through the TXVSN statewide course catalog.

19 TAC 70.1001(9), .1017

Local Policy

A district shall adopt a written policy that provides students enrolled in the district with the opportunity to enroll in electronic courses provided through the TXVSN statewide course catalog. The policy must be consistent with the requirements regarding notice, enrollment requests, and students with disabilities as described below.

A district shall, at least once per school year, send to a parent of each district student enrolled at the middle or high school level a copy of the policy. A district may send the policy with any other information that the district sends to a parent.

Education Code 30A.007; 19 TAC 70.1033

Notice

At the time and in the manner that a district informs students and parents about courses that are offered in the district's traditional

classroom setting, the district shall notify parents and students of the option to enroll in an electronic course offered through the TXVSN.

Requests to Enroll

Except as provided below, a district may not deny the request of a parent of a full-time student to enroll the student in an electronic course offered through the TXVSN.

A district may deny a request to enroll a student in an electronic course if:

1. A student attempts to enroll in a course load that is inconsistent with the student's high school graduation plan or requirements for college admission or earning an industry certification;
2. The student requests permission to enroll in an electronic course at a time that is not consistent with the enrollment period established by the district providing the course; or
3. The district offers a substantially similar course.

The course provider shall make all reasonable efforts to accommodate the enrollment of a student in the course under special circumstances.

If a parent of a student requests permission to enroll the student in a TXVSN course, a district has discretion to select a course provider approved by TEA for the course in which the student will enroll based on factors including the informed choice report required by Education Code 30A.108(b).

Appeals

A parent may appeal to the commissioner a district's decision to deny a request to enroll a student in an electronic course offered through the TXVSN. The commissioner's decision under this subsection is final and may not be appealed.

Education Code 26.0031; 19 TAC 70.1008, .1035

Students with Disabilities

For purposes of the policy, the determination of whether or not an electronic course will meet the needs of a student with a disability shall be made by the student's admission, review, and dismissal (ARD) committee in a manner consistent with state and federal law, including the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794. *Education Code 30A.007(b)*

Required Enrollment Prohibited

A school district or open-enrollment charter school may not require a student to enroll in an electronic course. *Education Code 30A.107(d)*

Inducements for Enrollment Prohibited	A course provider may not promise or provide equipment or any other thing of value to a student or a student's parent as an inducement for the student to enroll in an electronic course offered through the TXVSN. The commissioner shall revoke approval of electronic courses offered by a course provider that violates this prohibition. The commissioner's action under this section is final and may not be appealed. *Education Code 30A.1052*
Course Portability	A student who transfers from one educational setting to another after beginning enrollment in an electronic course is entitled to continue enrollment in the course. *Education Code 30A.1051; 19 TAC 70.1015(d)*
Student Assessment	All Texas public school students enrolled in the TXVSN are required to take the statewide assessments as required in Education Code 39.023 [see EKB]. The administration of the assessment instrument to the student enrolled in the electronic course must be supervised by a proctor. A district shall report to the commissioner through the Public Education Information Management System (PEIMS) the results of assessment instruments administered to students enrolled in an electronic course offered through the TXVSN separately from the results of assessment instruments administered to other students. All districts participating in the TXVSN OLS program are included in the state's academic accountability system. *Education Code 30A.110; 19 TAC 70.1023*
Funding	A district in which a student is enrolled is entitled to funding under Education Code Chapter 48 for the student's enrollment in a TXVSN course in the same manner that the district is entitled to funding for the student's enrollment in courses provided in a traditional classroom setting, provided that the student successfully completes the electronic course. Funding is limited to a student's enrollment in not more than three electronic courses during any school year, unless the student is enrolled in a full-time online program that was operating on January 1, 2013. *Education Code 30A.153* A district may decline to pay the cost for a student of more than three yearlong electronic courses, or the equivalent, during any school year unless the student is enrolled in a full-time online program that was operating on January 1, 2013. If the district declines to pay the cost, a student is able to enroll in additional electronic courses at the student's cost. *Education Code 26.0031(c-1)*

Course Cost

A district may charge the course cost for enrollment in a TXVSN course to a student who resides in this state and:

1. Is enrolled in the district as a full-time student with a course load greater than that normally taken by students in the equivalent grade level in other school districts; or
2. Elects to enroll in a TXVSN course for which the district in which the student is enrolled as a full-time student declines to pay the cost as authorized by Education Code 26.0031(c-1).

A district may charge the course cost for enrollment in a TXVSN course during the summer.

A district shall charge the course cost for enrollment in a TXVSN course to a student who resides in this state and is not enrolled in a school district or open-enrollment charter school as a full-time student.

A TXVSN course cost may not exceed the lesser of the cost of providing the course or $400.

A district may decline to pay the course costs for a student who chooses to enroll in more than three year-long electronic courses, or the equivalent, during any school year. This does not limit the ability of the student to enroll in additional electronic courses offered through the TXVSN at the student's expense.

A district that is not the course provider may charge a student enrolled in the district a nominal fee, not to exceed $50, if the student enrolls in a TXVSN course that exceeds the course load normally taken by students in the equivalent grade level.

A course provider in the TXVSN statewide course catalog shall receive:

1. No more than 70 percent of the catalog course cost prior to a student successfully completing the course; and
2. The remaining 30 percent of the catalog course cost when the student successfully completes the course.

Education Code 30A.155(a)-(c-1); 19 TAC 70.1025

Educators of Electronic Courses

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must be certified under Education Code Chapter 21, Subchapter B, to teach that course and grade level or meet the credentialing requirements of the institution of higher education with which they are affiliated and that is serving as a course provider.

In addition, each instructor must successfully complete one continuing professional development course specific to online learning every three years, and:

1. Successfully complete a professional development course or program approved by TXVSN central operations before teaching an electronic course offered through the TXVSN; or
2. Have a graduate degree in online or distance learning and have demonstrated mastery of the National Standards for Quality Online Teaching; or
3. Have two or more years of documented experience teaching online courses for students in grades 3-12 and have demonstrated mastery of the National Standards for Quality Online Teaching.

Each instructor of an electronic course, including a dual credit course, offered through the TXVSN by a course provider must meet highly qualified teacher requirements under the Elementary and Secondary Education Act, as applicable.

TXVSN course providers shall affirm the preparedness of teachers of TXVSN electronic courses to teach public school-age students in a highly interactive online classroom and shall:

1. Maintain records documenting:
    a. Valid Texas educator certification credentials appropriate for the instructor's TXVSN assignment;
    b. Successful initial completion of TXVSN-approved professional development, evidence of prior online teaching, or a graduate degree in online or distance learning; and
    c. Instructors' demonstrated mastery of the National Standards for Quality Online Teaching prior to teaching through the TXVSN;
2. Conduct and maintain records for background checks;
3. Maintain records of successful completion of continuing professional development;
4. Maintain records documenting successful completion of TXVSN-approved professional development before the end of the school year for any instructor who is hired after the school year has begun; and

5. Make the records specified in this subsection available to TEA and TXVSN central operations upon request.

19 TAC 70.1027

Revocation

The commissioner may revoke the right to participation in the TXVSN based on any of the following factors:

1. Noncompliance with relevant state or federal laws;
2. Noncompliance with requirements and assurances outlined in the contractual agreements with TXVSN central operations and/or these provisions and Education Code Chapter 30A; or
3. Consistently poor student performance rates as evidenced by results on statewide student assessments, student withdrawal rates, student completion rates, successful completion rates, or campus accountability ratings.

19 TAC 70.1029

Applicability

Unless a district chooses to participate in providing an electronic course or an electronic diagnostic assessment under Education Code Chapter 30A to a student who is located on the physical premises of a school district or open-enrollment charter school, Chapter 30A does not affect the provision of a course to such a student.

Requirements imposed by or under Education Code Chapter 30A do not apply to a virtual course provided by a district only to district students if the course is not provided as part of the TXVSN.

Education Code 30A.004

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

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High School Diploma

A student may graduate and receive a diploma only if the student:

1. Successfully completes the curriculum requirements identified by the State Board of Education (SBOE) [see State Graduation Requirements, below], has performed satisfactorily on applicable state assessments [see EKB], and complies with the financial aid application requirements in Education Code 28.0256 [see below]; or

2. Successfully completes an individualized education program (IEP) developed under Education Code 29.005. [See EHBAB]

Education Code 28.025(c)

Note: Education Code 28.0256 applies beginning with students enrolled at the 12th grade level during the 2021-22 school year.

FAFSA Required

Before graduating from high school, each student must complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), except as provided below.

A student is not required to comply with the above provision if:

1. The student's parent or other person standing in parental relation submits a signed form indicating that the parent or other person authorizes the student to decline to complete and submit the financial aid application;

2. The student signs and submits the form described above on the student's own behalf if the student is 18 years of age or older or the student's disabilities of minority have been removed for general purposes under Family Code Chapter 31; or

3. A school counselor authorizes the student to decline to complete and submit the financial aid application for good cause, as determined by the school counselor.

If a school counselor notifies a district whether a student has complied with this section for purposes of determining whether the student meets high school graduation requirements under Education Code 28.025, the school counselor may only indicate whether the student has complied with this section and may not indicate the manner in which the student complied, except as necessary for the district to comply with the commissioner's rules.

A school counselor may not indicate that a student has not complied with this section if the district fails to provide the required form

to the student or the student's parent or other person standing in parental relation to the student.

Education Code 28.0256; 19 TAC 74.11(b)

Opt-Out Form

The board shall adopt the standard opt-out form provided by the Texas Education Agency (TEA).

The opt-out form shall be available in English, Spanish, and any other language spoken by a majority of the students enrolled in a bilingual education or special language program in the district. A district is responsible for translations not provided by TEA.

The opt-out form must include the student's signature of intent to decline to complete a financial aid application prior to the student's anticipated graduation date.

19 TAC 74.1023(c)

Notification

A district shall provide students with the notifications regarding the financial aid application requirement, in accordance with 19 Administrative Code 74.1023(d).

Proof of Submission

A district shall require one of the following methods of proof that a student has completed and submitted the FAFSA or TASFA.

For completion and submission of the FAFSA:

1. ApplyTexas Counselor Suite FAFSA data;
2. Notification from the U.S. Department of Education that demonstrates a student has completed and submitted a FAFSA; or
3. A local policy developed by a district for the method by which a student must provide proof that the student has completed a FAFSA.

A district shall develop a local policy for the method by which a student must provide proof that the student has completed a TASFA.

19 TAC 74.1023(e)

Information Submission and Confidentiality

A district shall report through the Texas Student Data System Public Education Information Management System (TSDS PEIMS) not later than December 1 of each school year for students awarded diplomas in the previous school year the number of students who completed and submitted a financial aid application and the number of students who submitted an exception.

A district shall maintain student financial aid application information securely and ensure compliance with federal law regarding the

confidentiality of student educational information, including the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), and any state law relating to the privacy of student information [see FL].

19 TAC 74.1023(f)-(g)

Individual Graduation Committee

A student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258 or 19 Administrative Code 74.1025. A student's admission, review, and dismissal (ARD) committee determines whether a student is required to achieve satisfactory performance on an end-of-course (EOC) assessment to graduate. *19 TAC 74.1025(n)* [See EHBAB]

For each 11th or 12th grade student who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate as a result of an IGC decision before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
    a. The student's parent or person standing in parental relation to the student;
    b. A designated advocate if the parent is unable to serve; or
    c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)-(c), (c-2); 19 TAC 74.1025(b)

A district may not establish an initial IGC for eligible students after June 10 or before the start of the next school year. Once the IGC has been established, it is the original IGC for that student.

If a student leaves a district after an original IGC has been established and before that original IGC awards a high school diploma to the student, any other district that later enrolls the student shall request information from the student's original IGC of record and shall implement the original IGC recommendations to the extent possible.

Alternate Members

In the event that the teacher identified in item 2 above is unavailable, the principal shall designate as an alternate member of the committee a teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is most familiar with the student's performance in that subject area.

In the event that the individual identified above in item 3 above is unavailable, the principal shall designate as an alternate member of the committee an experienced teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is familiar with the content of and instructional practices for the applicable course.

In the event that the student's parent or person standing in parental relation to the student is unavailable to participate in the IGC, the principal shall designate an advocate with knowledge of the student to serve as an alternate member of the committee.

19 TAC 74.1025(c), (e), (g)-(i)

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

Curriculum Requirements

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

Additional Requirements to Graduate

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

Emergent Bilingual Students

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. *19 TAC 101.3023(a)* [See Graduation of Students Receiving Special Education Services, below, and EKB]

Posthumous Diploma

Beginning with students who would have graduated at the end of the 2019-20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may not be issued before the graduation date of the class in which the student was enrolled at the time of death.

Exception

A district is not required to issue a posthumous diploma if the student was convicted of a felony offense under Penal Code Title 5 or 6 or adjudicated as having engaged in conduct constituting a felony offense under Penal Code Title 5 or 6.

Education Code 28.0254

Diplomas for Veterans

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

Education Code 28.0251

Texas First Early High School Completion Program

A district shall allow a student to graduate and receive a high school diploma under the Texas First Early High School Completion Program if, using the standards established by TEA and the Texas Higher Education Coordinating Board and eligible institutions of higher education, the student demonstrates mastery of and early readiness for college in each of the subject areas described by the standards and in a language other than English, notwithstanding any other local or state requirements.

A student who earns a high school diploma through the program is considered to have earned a distinguished level of achievement.

Notice Upon Enrollment

On a student's initial enrollment in high school in a grade level below grade 12 in a district, the district shall provide to the student and the student's parent or guardian information regarding the requirements to earn a high school diploma under the Texas First Early High School Completion Program and the Texas First Scholarship Program.

Education Code 28.0253(e)-(g); 19 TAC 21.52(a)

The notice must include information about the requirement that a student must provide an official copy of their assessment results

and transcripts, as applicable, to receive credit for the assessments and credits required to receive early graduation from the program. *19 TAC 21.54*

Personal Graduation Plan

Junior High or Middle School PGP

A principal of a junior high or middle school shall designate a school counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for each student enrolled in the junior high or middle school who:

1. Does not perform satisfactorily on a state assessment instrument; or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade level 9, as determined by a district.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC];
4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

Education Code 28.0212

Students Receiving Special Education Services

For a student receiving special education services, the student's ARD committee and the district are responsible for developing the student's PGP.

A student's IEP developed under Education Code 29.005 may be used as the student's PGP.

Education Code 28.0212(c); 19 TAC 89.1050(a) [See EHBAB]

High School PGP

A principal of a high school shall designate a school counselor or school administrator to review PGP options with each student entering grade 9 together with that student's parent or guardian. The

PGP options reviewed must include the distinguished level of achievement and endorsements.

Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student that identifies a course of study that:

1. Promotes college and workforce readiness and career placement and advancement; and
2. Facilitates the student's transition from secondary to postsecondary education.

A district may not prevent a student and the student's parent or guardian from confirming a PGP that includes pursuit of a distinguished level of achievement or an endorsement.

A student may amend the student's PGP after the initial confirmation of the plan. If a student amends the student's PGP, the school must send written notice to the student's parents regarding the change.

TEA must make available to a district information that explains the advantages of the distinguished level of achievement described by Education Code 28.025(b-15) and each endorsement described by Education Code 28.025(c-1). A district, in turn, shall publish the information from TEA on the internet website of the district and ensure that the information is available to students in grades nine and above and the parents or legal guardians of those students in the language in which the parents or legal guardians are most proficient.

A district is required to provide this information in the language in which the parents or legal guardians are most proficient only if at least 20 students in a grade level primarily speak that language.

Education Code 28.02121

Early Graduation

A parent is entitled to request, with the expectation that the request will not be unreasonably denied, that the parent's child be permitted to graduate from high school earlier than the child would normally graduate, if the child completes each course required for graduation. The decision of a board concerning the request is final and may not be appealed. *Education Code 26.003(a)(3)(C), (b)*
[See FMH, FNG]

State Graduation Requirements

Note: For current state graduation requirements, including those for students who entered grade 9 before the 2007-08 school year but that are not otherwise referenced in this policy, see Education Code 28.025 and 19 Administrative Code Chapter 74.

Students Entering Grade 9

To receive a high school diploma, a student entering grade 9 in the 2014-15 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 [see Foundation High School Program, below];
2. Testing requirements for graduation under 19 Administrative Code Chapter 101 [see EKB]; and
3. Demonstrated proficiency, in grade 8 or higher, as determined by the district, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement.

Education Code 28.025(c); 19 TAC 74.11(a), (d)

Foundation High School Program

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts — 4 credits;
2. Mathematics — 3 credits;
3. Science — 3 credits;
4. Social Studies — 3 credits;
5. Languages other than English — 2 credits;
6. Physical Education — 1 credit;
7. Fine Arts — 1 credit; and
8. Elective courses — 5 credits.

19 TAC 74.12(a)-(b)

Endorsements

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. *19 TAC 74.13(a)*

A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;
3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

A district must make at least one endorsement available to students. A district that offers only one endorsement curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

A district shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

A district may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110-117, 127, and 130 are followed.

19 TAC 74.13(a)-(d); Education Code 28.025

For more information on endorsements, including the requirements for specific endorsements, see 19 Administrative Code 74.13(e)-(g).

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate under the foundation high school program without earning an endorsement.

19 TAC 74.11(e)

Distinguished Level of Achievement

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(f)*

Algebra II Notification

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);
2. The student has demonstrated equivalent knowledge as determined by the district; or

3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(j)-(k)

Dual Credit Courses

Courses offered for dual credit at or in conjunction with an institution of higher education (IHE) that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(i)*

Core Curriculum College Courses

A district shall permit a student to comply with the curriculum requirements under the foundation high school program by successfully completing appropriate courses in the core curriculum of an IHE. A student who has completed the core curriculum of an IHE in accordance with Education Code 61.822, as certified by the IHE in accordance with Education Code 4.28:

1. Is considered to have earned an endorsement by successfully completing the appropriate courses for that endorsement;

2. Is considered to have earned a distinguished level of achievement under the foundation high school program; and

3. Is entitled to receive a high school diploma.

19 TAC 74.11(o)

Languages Other Than English

Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

A student who successfully completes a course in American Sign Language while in elementary school may satisfy one credit of the two credits required in a language other than English. *19 TAC 74.12(b)(5)(G)*

Physical Education

The required credit may be selected from one full credit or a combination of two half credits from two different courses from the following courses:

1. Lifetime Fitness and Wellness Pursuits;
2. Lifetime Recreation and Outdoor Pursuits; and
3. Skill-Based Lifetime Activities.

Other Physical Education Activities

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that meets the requirement for 100 minutes of moderate to vigorous physical activity per five-day school week and that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. Junior Reserve Officer Training Corps (JROTC); and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the required physical education courses may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities permitted by local district policy must include at least 100 minutes of moderate to vigorous physical activity per five-day school week.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Credit may not be earned more than once for the Lifetime Fitness and Wellness Pursuits course or the Skill-Based Lifetime Activities course. Credit may not be earned more than twice for the Lifetime Recreation and Outdoor Pursuits course.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies, or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

19 TAC 74.12(b)(6); Education Code 28.025(b-10)-(b-11)

Community-Based Fine Arts Programs

In accordance with local district policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by the school district in which the student is enrolled.

In accordance with local policy, credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. The district must apply to the commissioner for approval of the community-based fine arts program;
2. The board must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code Chapter 117, Subchapter C;
3. The district must document student completion of the approved activity;
4. The program must be organized and monitored by appropriately trained instructors;
5. The fine arts program may be provided on or off a school campus and outside the regular school day; and
6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

The district shall require that instructors of the community-based fine arts program provide the district, at its request, the information necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code Chapter 153, Subchapter DD, if the community-based program is offered on campus.

Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030

Performance Acknowledgments

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student's transcript for:

1. Outstanding performance:
    a. In a dual credit course;
    b. In bilingualism and biliteracy;
    c. On a College Board advanced placement test or international baccalaureate examination;

d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student's progress toward readiness for college and the workplace; or

e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or

2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

Education Code 28.025(c-5); 19 TAC 74.14

Students Who Entered Grade 9 Before the 2014-15 School Year

All credit for graduation must be earned no later than grade 12. *19 TAC 74.61(b), .71(b)*

Minimum High School Program

A student entering grade 9 prior to the 2014-15 school year who does not choose to complete the curriculum requirements for high school graduation under the foundation high school program must enroll in the courses necessary to complete the curriculum requirements for the Recommended High School Program or the Advanced/Distinguished Achievement High School Program, unless the student, the student's parent or other person standing in parental relation to the student, and a school counselor or school administrator agree in writing signed by each party that the student should be permitted to take courses under the Minimum High School Program, and the student:

1. Is at least 16 years of age;

2. Has completed two credits required for graduation in each subject of the foundation curriculum under Education Code 28.002(a)(1); or

3. Has failed to be promoted to the 10th grade one or more times as determined by the school district.

Students with Disabilities

If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.

Applicability

A student who was permitted to take courses under the Minimum High School Program prior to the 2009-10 school year may remain in the Minimum High School Program.

19 TAC 74.61(c), (d), .71(c), (d)

Requirements

A student must earn at least 22 credits to complete the Minimum High School Program.

A student who entered grade 9 in the 2012-13 or 2013-14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.

A student who enters grade 9 before the 2012-13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D-F.

Education Code 28.025; 19 TAC 74.62, .72

Recommended High School Program

A student who entered grade 9 in the 2012-13 or 2013-14 school year must earn at least 26 credits to complete the Recommended High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.73. *Education Code 28.025; 19 TAC 74.63, .73*

Advanced / Distinguished Achievement High School Program

A student who entered grade 9 in the 2012-13 or 2013-14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. *Education Code 28.025; 19 TAC 74.64, .74*

Substitutions

No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. *19 TAC 74.63(d), .64(e), .73(d), .74(e)*

AP or IB Courses

College Board advanced placement and international baccalaureate courses may be substituted for required courses in appropriate areas. These courses may be used as electives in all three high school graduation programs. *19 TAC 74.61(k), .71(i)*

Reading

A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:

1. Adopts policies to identify students in need of additional reading instruction;
2. Has procedures that include assessment of individual student needs and ongoing evaluation of each student's progress; and
3. Monitors instructional activities to ensure that student needs are addressed.

Reading credits may be selected from Reading I, II, or III.

19 TAC 74.61(h), .71(f)

College Courses

A student may comply with the curriculum requirements under the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program for each subject of the foundation curriculum and for languages other than English by successfully completing appropriate courses in the core curriculum of an IHE. *19 TAC 74.61(l), .71(j)*

Physical Education Substitutions

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

Other Physical Activity

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
    a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
    b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities must include at least 100 minutes per five-day school week of moderate to vigorous physical activity.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, or social studies for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Student with Physical Limitations

If a student entering grade 9 during the 2007-08 school year or thereafter is unable to comply with all of the requirements for a physical education course due to a physical limitation certified by a licensed medical practitioner, a modification to a physical education course does not prohibit the student from earning a Recommended or Advanced/Distinguished High School Program diploma. A student with a physical limitation must still demonstrate proficiency in the relevant knowledge and skills in a physical education course that do not require physical activity.

Education Code 28.025(b-10)-(b-11); 19 TAC 74.62(b)(7), .63(b)(7), .64(b)(7), .72(b)(6), .73(b)(6), .74(b)(6)

Transfers from Out-of-State or Nonpublic Schools

Out-of-state or out-of-country transfer students (including foreign exchange students) and transfer students from Texas nonpublic schools are eligible to receive Texas diplomas but shall complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspon-

dence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. *19 TAC 74.11(g)* [See EHDB, EHDC, EHDE, and EI]

Graduation of Students Receiving Special Education Services

Modified curriculum and modified content refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110-117, 126-128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. *19 TAC 89.1070(k)*

Modified Curriculum and Content

Employability and Self-Help Skills

Employability and self-help skills are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. *19 TAC 89.1070(i)*

Summary of Academic Achievement and Evaluation

A summary of academic achievement and functional performance must be provided prior to exit from public school for students who meet one of the following conditions:

1. A student who has met requirements for graduation specified in 19 Administrative Code 89.1070(b)(1) or who has exceeded the maximum age eligibility as described by 19 Administrative Code 89.1035; or

2. A student who has met requirements for graduation specified in 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B), or (C). A student meeting this condition is entitled to an evaluation as described by 34 C.F.R. 300.305(e)(1).

The summary of performance must include recommendations on how to assist the student in meeting the student's postsecondary goals, as required by 34 C.F.R. 300.305(e)(3). This summary must also consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. Students who meet graduation requirements under 19 Administrative Code 89.1070(b)(2) or (b)(3)(A), (B),or (C) and who will continue enrollment in public school to receive special education services aligned to their transition plan will be provided the summary of performance upon exit from the public school system. These students are entitled to participate in commencement ceremonies and receive a certificate of attendance after completing four years of high school.

19 TAC 89.1070 (f)-(h)

Graduation Criteria

A student who receives special education services may graduate and be awarded a diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130; satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education; and demonstrated satisfactory performance as established in Education Code Chapters 28 and 39, on the required EOC assessment instruments, which could include meeting the requirements of 19 Administrative Code 89.1070(d).

2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130; the student has satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education; and the student's ARD committee has determined that satisfactory performance, beyond what would otherwise by required in 19 Administrative Code 89.1070(b)(1) and (d), on the required EOC assessment instruments is not required for graduation.

3. The student has satisfactorily completed credit requirements for graduation under the foundation high school program, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education; demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-117, 126-128, and 130 in accordance with modified content and curriculum expectations established in the student's IEP; and demonstrated satisfactory performance on the required EOC assessment instruments, unless the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not required for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:

    a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district;

    b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help

skills that do not require direct ongoing educational support of the local school district; or

c. The student has access to services or other supports that are not within the legal responsibility of public education, including employment or postsecondary education established through transition planning.

When a student receives a diploma under item 2 or 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (j)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

1. Successfully completing, with or without modification of the curriculum:

   a. The curriculum requirements identified by the SBOE for the foundation high school program; and

   b. The additional endorsement curriculum requirements prescribed by the SBOE; and

2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:

   a. Without modification of the curriculum; or

   b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)-(c-8), 19 TAC 89.1070(c)

Graduation of Military Dependents

Course Waiver

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

Transfers During Senior Year	Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.
Substitute Passing Standard	The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the 10th-grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard. *Education Code 162.002 art. VII, A, C* [See FDD]
Graduation of Student Who Is Homeless or in Conservatorship of DFPS	If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

Agreement Between Districts

The boards of two or more adjoining school districts or the boards of county school trustees of two or more adjoining counties may, by agreement and in accordance with Education Code 25.032-.034, arrange for the transfer and assignment of any student from the jurisdiction of one board to that of another. In the case of the transfer and assignment of a student under this provision, the participating governing boards shall also agree to the transfer of school funds or other payments proportionate to the transfer of attendance. *Education Code 25.035*

Initiated by Student or Parent

Any student, other than a high school graduate, who is under 21 years of age and eligible for enrollment on September 1, may transfer to another Texas district, provided that both the receiving district and the applicant's parent, guardian, or person having lawful control agree in writing to the transfer.

Discipline and Threat Assessment Records

In the case of a transfer under this provision, a child's district of residence shall provide the receiving district with the child's disciplinary record and any threat assessment involving the child's behavior conducted under Education Code 37.115 [see FFB].

Effective August 1, 2025, a district shall utilize Sentinel to securely transfer any threat assessment conducted on a student to a receiving district when a student transfers to a new district [see CKA]. All threat assessments for a student are subject to the transfer requirement. Any threat assessments conducted prior to August 1, 2025, that are associated with a student transfer shall be uploaded into Sentinel in a manner determined by the Texas Education Agency (TEA).

Education Code 25.036; 19 TAC 103.1213(e)(1)(B) [See FD for placement of transfer students.]

Transfer to a District Offering In-Person Instruction

If a district provides notice to the parent or person standing in parental relation to a student enrolled in the district of the district's intent to offer only virtual instruction for more than one grading period during a school year, the student may transfer for that school year to another district that offers in-person instruction during that school year and accepts the student's transfer.

"Virtual instruction" means instructional activities delivered to students primarily over the internet.

A student who transfers to another school district under this section may not be charged tuition. The student is included in the average daily attendance of the district in which the student attends school.

Education Code 25.045

Basis for Transfer

A board or its designee must make transfer decisions on an individual basis and may not consider as a factor in arriving at any decision regarding assignments any matter relating to the national origin of the student or the student's ancestral language. *Education Code 25.032* [See FDAA]

Transportation

A board may establish and operate an economical public school transportation system outside the district if students enrolled in the district reside outside the district and the district meets the requirements of Education Code 34.007(a)(3) [see CNA]. *Education Code 34.007(a)*

Funding for Transfers

Upon the filing and certification of any transfer, the state per capita apportionment shall transfer with the student. For purposes of computing state allotments to districts eligible under the Foundation School Program, the student's attendance prior to the date of transfer shall be counted by the sending district and the student's attendance after transfer shall be counted by the receiving district. *Education Code 25.037*

Credits and Records

Credits earned in local credit courses may be transferred at the enrolling district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

Tuition Fee for Transfer Students

A receiving district may charge a tuition fee to the extent that the district's actual expenditure per student in average daily attendance exceeds the sum of state available school fund apportionment benefits transferred under Education Code 25.037. However, unless a tuition fee is prescribed and set out in a transfer agreement prior to its execution by the parties, no increase in tuition charge shall be made for the year of that transfer that exceeds the tuition charge, if any, of the preceding school year. *Education Code 25.038*

Transfer by Servicemember Request

On request of a servicemember who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another school district under an agreement under Education Code 25.035 [see Agreement Between Districts, above].

"Servicemember" means an active duty member of the armed forces of the United States, a reserve component of the armed forces of the United States, or the Texas National Guard.

A transfer under this provision must be to the campus or district, as applicable, selected by the servicemember making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfer by Peace Officer Request

On request of a peace officer who is a parent of or person standing in parental relation to a student, the board or the board's designee shall transfer the student to another district campus or to another district under an agreement under Education Code 25.035.

"Peace officer" has the meaning assigned by Occupations Code 1701.001.

A transfer under this provision must be to the campus or school district, as applicable, selected by the peace officer making the request.

A district is not required to provide transportation to a student who transfers to another campus or district under this provision.

Education Code 25.0344

Transfers to Adjoining States

Note: The following provision applies to a district located on the border of an adjoining state.

Any student who would be entitled to attend the public school of any district situated on the border of Louisiana, Arkansas, Oklahoma, or New Mexico and who may find it more convenient to attend the public school in a district in one of those contiguous states, may have the state and county per capita apportionment of the available school funds paid to the school district of the contiguous state and may have additional tuition, if necessary, paid by the district of residence on such terms as may be agreed upon by the trustees of the receiving district and the trustees of the residence district. *Education Code 25.040*

Contracts for Education Outside Districts

Note: The following section applies only to districts that do not offer all grades, kindergarten-grade 12.

A district that does not offer each grade, kindergarten-grade 12, may provide by contract for students residing in the district who are at grade levels not offered by the district to be educated at those

grade levels in one or more other districts. In each contract, the districts also shall agree to the transfer of school funds or other payments proportionate to the transfer of attendance.

Tuition

The district in which the students reside shall pay tuition to any district with which it has a contract under this section for each of its students attending school in that district at a grade level for which the district has contracted. The amount of the tuition paid may not exceed the greater of the amount provided for by Education Code 25.038 [see above], or an amount specified by commissioner rule [see below].

A district is not required to pay tuition to any district with which it has not contracted for the attendance by any of its students at a grade level for which it has contracted under this provision with another district.

A contract under this provision may not be for a period exceeding five years.

Education Code 25.039

Definitions

"Home district" means a district of residence of a transferring student.

"Receiving district" means a district to which a student is transferring for the purpose of obtaining an education.

"Tuition" means an amount charged to the home district by the receiving district to educate the transfer student.

Tuition Allotment of the Home District

For the purposes of calculating the tuition allotment of the home district as authorized by Education Code 48.154, the amount of tuition that may be attributed to a home district for a transfer student in payment for that student's education may not exceed an amount per enrollee calculated for each receiving district. The calculated limit applies only to tuition paid to a receiving district for the education of a student at a grade level not offered in the home district. Tuition may be set at a rate higher than the calculated limit if both districts enter a written agreement, but the calculated tuition limit will be used in the calculation of the tuition allotment for the home district. The calculation will use the most currently available data in an ongoing school year to determine the limit that applies to the subsequent school year. For purposes of this provision, the number of students enrolled in a district will be appropriately adjusted to account for students ineligible for the Foundation School Program funding and those eligible for half-day attendance.

Calculated Tuition Limit

The calculated tuition limit is the sum of the excess maintenance and operations (M&O) revenue per enrollee and the excess debt

revenue per enrollee, as calculated in 19 Administrative Code 61.1012(b)(2)-(3).

Notification and Appeal Process

In the spring of each school year, the commissioner will provide each district with its calculated tuition limit and a worksheet with a description of the derivation process. A district may appeal to the commissioner if it can provide evidence that the use of projected student counts from the LPE in making the calculation is so inaccurate as to result in an inappropriately low authorized tuition charge and undue financial hardship. A district that used significant nontax sources to make any of its debt service payments during the base year for the computation may appeal to the commissioner to use projections of its tax collections for the year for which the tuition limit will apply. The commissioner's decision regarding an appeal is final.

19 TAC 61.1012

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
    a. Attempted murder;
    b. Indecency with a child;
    c. Aggravated kidnapping;
    d. Aggravated assault on someone other than a District employee or volunteer;
    e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
    f. Aggravated robbery;
    g. Continuous sexual abuse of a young child or disabled individual; or
    h. Bullying.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a Violent Criminal Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

Additional Transfer Options

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has been in attendance for 90 percent of the days the class is offered.

Attendance Committees

The Board authorizes the establishment of an attendance committee or as many attendance committees as necessary for efficient implementation of state law.

The Superintendent is authorized to make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

A petition for credit or a final grade may be filed in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. [See Imposing Conditions for Awarding Credit or a Final Grade, below]

Regardless of whether a petition is filed, the attendance committee may also review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee or principal, as applicable, is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee or principal, as applicable, shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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Consent to Medical Treatment

The school in which a minor student is enrolled may consent to medical, dental, psychological, and surgical treatment of that student, provided all of the following conditions are met:

1. The person having the power to consent as otherwise provided by law cannot be contacted.
2. Actual notice to the contrary has not been given by that person.
3. Written authorization to consent has been received from that person.

Family Code 32.001(a)(4)

Form of Consent

Consent to medical treatment under this policy shall be in writing, signed by the school official giving consent, and given to the doctor, hospital, or other medical facility that administers the treatment. The consent must contain:

1. The name of the student.
2. The name of one or both parents, if known, and the name of the managing conservator or guardian of the student, if either has been appointed.
3. The name of the person giving consent and the person's relation to the student.
4. A statement of the nature of the medical treatment to be given.
5. The date on which the treatment is to begin.

Family Code 32.002

Minor's Consent to Treatment

A minor may consent to medical, dental, psychological, and surgical treatment furnished by a licensed physician or dentist if the minor:

1. Is 16 years of age and residing separate and apart from the minor's parents, managing conservator, or guardian, with or without the consent of the parents, conservator, or guardian and regardless of the duration of the residence, and is managing his or her own financial affairs, regardless of the source of the income;
2. Consents to the diagnosis and treatment of any infectious, contagious, or communicable disease required to be reported to the Texas Department of State Health Services (DSHS), including all reportable diseases under Health and Safety Code 81.041;

3. Is unmarried and pregnant, and consents to hospital, medical, or surgical treatment, other than abortion, related to her pregnancy; or

4. Consents to examination and treatment for drug or chemical addiction, drug or chemical dependency, or any other condition directly related to drug or chemical use.

Family Code 32.003; Planned Parenthood of Cent. Mo. v. Danforth, 428 U.S. 52 (1976); Bellotti v. Baird, 443 U.S. 622 (1979)

Telehealth in Medicaid Covered Services

Telemedicine medical services and telehealth services authorized as Texas Medicaid covered services must meet the conditions specified in 1 Administrative Code 354.1432(5). *1 TAC 354.1432(5)*

Administering Medication

Upon adoption of policies concerning the administration of medication to students by district employees, the district, its board, and its employees are immune as described below, provided:

1. The district has received a written request to administer the medication from the parent, legal guardian, or other person having legal control of the student.

2. When administering prescription medication, the medication is administered either:

   a. From a container that appears to be the original container and to be properly labeled; or

   b. From a properly labeled unit dosage container filled by a registered nurse or another qualified district employee, as determined by district policy, from a container that appears to be the original container and to be properly labeled.

By Volunteer Professionals

If a district provides liability insurance for a licensed physician or registered nurse who provides volunteer services to the district, a board may allow the physician or nurse to administer to any student nonprescription medication or medication currently prescribed for the student by the student's personal physician.

Immunity from Civil Liability

A district, a board, and its employees shall be immune from civil liability for damages or injuries resulting from the administration of medication to a student in accordance with this policy.

Education Code 22.052(a)-(b)

[See DG regarding protection of nurses for refusal to perform acts.]

Self-Administration of Asthma or Anaphylaxis Medicine

A student with asthma or anaphylaxis may possess and self-administer prescription asthma or anaphylaxis medicine while on school property or at a school-related event or activity if:

1. The medicine has been prescribed for that student as indicated by the prescription label on the medicine;
2. The student has demonstrated to the student's physician or other licensed health-care provider and the school nurse, if available, the skill level necessary to self-administer the prescription medication, including the use of any device required to administer the medication;
3. The self-administration is done in compliance with the prescription or written instructions from the student's physician or other licensed health-care provider; and
4. A parent of the student provides to the school:
    a. Written authorization, signed by the parent, for the student to self-administer the prescription medicine while on school property or at a school-related event or activity; and
    b. A written statement, signed by the student's physician or other licensed health-care provider, that states:
        (1) That the student has asthma or anaphylaxis and is capable of self-administering the medicine;
        (2) The name and purpose of the medicine;
        (3) The prescribed dosage for the medicine;
        (4) The times at which or circumstances under which the medicine may be administered; and
        (5) The period for which the medicine is prescribed.

The physician's statement must be kept on file in the school nurse's office, or, if there is no school nurse, in the office of the principal of the school the student attends.

[See FFAF for care of students with diagnosed food allergies at risk for anaphylaxis.]

No Waiver of Immunity

The provisions above neither waive any liability or immunity nor create any liability for or a cause of action against a district, a board, or its employees.

Education Code 38.015

Sunscreen Products

A student may possess and use a topical sunscreen product while on school property or at a school-related event or activity to avoid overexposure to the sun and not for the medical treatment of an injury or illness if the product is approved by the federal Food and Drug Administration for over-the-counter use. This provision does not waive any immunity from liability of a district, its board, or its employees; or create any liability for or a cause of action against a district, its board, or its employees. *Education Code 38.021*

Dietary Supplements

A district employee commits a Class C misdemeanor offense if the employee:

1. Knowingly sells, markets, or distributes a dietary supplement that contains performance enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's school district duties; or

2. Knowingly endorses or suggests the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by a primary or secondary education student with whom the employee has contact as part of the employee's school district duties.

Education Code 38.011(a), (c)

Prescription Medication and Special Education Students

An employee of a district is prohibited from requiring a child to obtain a prescription for a substance covered under the federal Controlled Substances Act (21 U.S.C. 801 et seq.) as a condition of attending school, receiving an evaluation for special education, or receiving special education and related services.

An employee is not prohibited from consulting or sharing classroom-based observations with parents regarding a student's academic and functional performance, behavior in the classroom or school, or the need for evaluation for special education or related services.

20 U.S.C. 1412(a)(25)

[See FFEB for information regarding psychotropic drugs and psychiatric evaluations]

Low-THC Cannabis

A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the cultivation, production, dispensing, or possession of low-THC cannabis, as authorized by the Texas Compassionate-Use Act. *Health and Safety Code 487.201*

Dextromethorphan (Certain Cold Medication)

A district may not adopt or enforce an ordinance, order, rule, regulation, or policy that governs the sale, distribution, or possession of dextromethorphan. *Health and Safety Code 488.005*

Maintenance and Administration of Opioid Antagonists

Each district shall adopt and implement a policy regarding the maintenance, administration, and disposal of opioid antagonists at each campus in the district that serves students in grades 6 through 12 and may adopt and implement such a policy at each campus in the district, including campuses serving students in a grade level below grade 6.

The policy adopted must:

1. Provide that school personnel and school volunteers who are authorized and trained may administer an opioid antagonist to a person who is reasonably believed to be experiencing an opioid-related drug overdose;
2. Require that each school campus subject to a policy adopted under this provision have one or more school personnel members or school volunteers authorized and trained to administer an opioid antagonist present during regular school hours;
3. Establish the number of opioid antagonists that must be available at each campus at any given time; and
4. Require that the supply of opioid antagonists at each school campus subject to a policy adopted under this provision must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an opioid antagonist.

Education Code 38.222(a), (c); 25 TAC 40.84(b)-(c); 19 TAC 103.1103

Definitions

“Authorized health-care provider” means a physician, as defined in Education Code 38.201, or person who has been delegated prescriptive authority by a physician under Occupations Code Chapter 157.

“Campus” means a unit of a district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

“Opioid antagonist” as defined in Health and Safety Code 483.101, means any drug that binds to opioid receptors and blocks or otherwise inhibits the effects of opioids acting on those receptors.

	"Opioid-related drug overdose" as defined in Health and Safety Code 483.101, means a condition, evidenced by symptoms of extreme physical illness, decreased level of consciousness, constriction of the pupils, respiratory depression, or coma, that a layperson would reasonably believe to be the result of the consumption or use of an opioid. *25 TAC 40.82(2)-(3), (5)-(6)*
Maintenance	Once a district adopts an opioid antagonist medication policy, a campus implementing an opioid policy must stock opioid antagonist medication.
Prescription	A campus must obtain a prescription from a physician or a person who has been delegated prescriptive authority to stock, possess, and maintain the established number of doses of opioid antagonists as determined by a district, on each campus as described in Education Code 38.225 (Prescription of Opioid Antagonists). The campus must renew this prescription or obtain a new prescription annually. The number of additional doses may be determined by an individual campus review led by a physician or a person who has been delegated prescriptive authority. *25 TAC 40.85(a)-(b)*
Standing Order	A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe opioid antagonists in the name of a school district. *Education Code 38.225(a); 25 TAC 40.85(c)*
Storage of Medication	The unassigned opioid antagonist medication must be stored in a secure location and be easily accessible, in accordance with the manufacturer's guidelines and local policy of the district.
Disposal	Used, unassigned opioid antagonists are considered infectious waste and must be disposed of according to the school's bloodborne pathogen control policy. Expired, unassigned opioid antagonists must be disposed of in accordance with the Federal Drug Administration's disposal of unused medications guidelines and local policy of the district. *25 TAC 40.85(d)-(f)*
Reporting Requirement	The campus must submit the report no later than the 10th business day after the date a school personnel member or school volunteer administers an opioid antagonist in accordance with the unassigned opioid antagonist medication policy.

The report shall be submitted to the following individuals and entities:

1. The district;
2. The physician or other person who prescribed the opioid antagonist; and
3. The commissioner of DSHS.

Notifications to the commissioner of DSHS must be submitted on the designated electronic form available on DSHS School Health Program website found at dshs.texas.gov.

25 TAC 40.87(b)-(c)

The school shall report the following information:

1. The age of the person who received the administration of the opioid antagonist;
2. Whether the person who received the administration of the opioid antagonist was a student, a school personnel member or school volunteer, or a visitor;
3. The physical location where the opioid antagonist was administered;
4. The number of doses of opioid antagonist administered;
5. The title of the person who administered the opioid antagonist; and
6. Any other information required by the commissioner of education.

Education Code 38.223(b)

Records Retention

Records relating to implementing and administering the district unassigned opioid antagonist medication policy must be retained per the campus record retention schedule. *25 TAC 40.87(a)*

Training

A district that adopts an opioid antagonist policy is responsible for training school personnel and school volunteers in the administration of an opioid antagonist. *Education Code 38.224(a)*

Training must include information on:

1. Recognizing the signs and symptoms of an opioid-related drug overdose;
2. Responding to an opioid-related drug overdose and administering an opioid antagonist;

3. Implementing emergency procedures, after administering an opioid antagonist;

4. Understanding the medical purpose and misuse of opioids; and

5. Properly disposing of used or expired opioid antagonists.

Training must:

1. Be provided annually in a formal training session or through online education, including practicing the administration of an opioid antagonist with an opioid antagonist trainer device; and

2. Be provided in accordance with the policy adopted under Education Code 21.4515.

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers who are trained and authorized to administer the unassigned opioid antagonist medication on the campus.

25 TAC 40.86(b)-(c)

Gifts, Grants, and Donations

A district may accept gifts, grants, donations, and federal and local funds to implement these provisions. *Education Code 38.226*

Immunity

A person who in good faith takes, or fails to take, any action under Education Code Chapter 38, Subchapter E-1 is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.227. *Education Code 38.227*

Maintenance and Administration of Epinephrine Auto-Injectors

Note: The following provisions apply only to a district that adopts an unassigned epinephrine auto-injector policy.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of epinephrine auto-injectors at each campus in the district.

If a policy is adopted, the policy:

1. Must provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine auto-injector to a person who is reasonably believed to be experiencing anaphylaxis on a school campus; and

2. May provide that school personnel and school volunteers who are authorized and trained may administer an epinephrine auto-injector to a person who is reasonably believed to be ex-

periencing anaphylaxis at an off-campus school event or while in transit to or from a school event.

A district that adopts a policy must require that each campus have one or more school personnel members or school volunteers authorized and trained to administer an epinephrine auto-injector present during all hours the campus is open. The supply of epinephrine auto-injectors at each campus must be stored in a secure location and be easily accessible to school personnel and school volunteers authorized and trained to administer an epinephrine auto-injector.

Education Code 38.208

A district that chooses to adopt and implement a written unassigned epinephrine auto-injector policy under Education Code Chapter 38, Subchapter E is not required to create an additional policy for care of certain students at risk for anaphylaxis under Education Code 38.0151 [see FFAF]. *25 TAC 40.62(c)*

A district may develop, as part of the policy, provisions for additional doses to be stocked and utilized at off-campus school events, or in transit to or from school events. *25 TAC 40.65(a)(2)*

Definitions

All Hours the Campus Is Open

“All hours the campus is open” is defined as, at a minimum, during regular on-campus school hours, and when school personnel are physically on site for school-sponsored activities.

Campus

A “campus” is defined as a unit of a school district that has an assigned administrator, has enrolled students who are counted for average daily attendance, has assigned instructional staff, provides instructional services to students, has one or more grades in the range from early childhood education through grade 12 or is ungraded, and complies with relevant Texas laws.

Unassigned Epinephrine Auto-Injector

An “unassigned epinephrine auto-injector” is an epinephrine auto-injector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector, issued by a physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157.

25 TAC 40.63(1), (4), (11)

Prompt Notification

Local emergency medical services must be promptly notified by the school when an individual is suspected of experiencing anaphylaxis and when an epinephrine auto-injector is administered. If the trained school personnel or school volunteer is the only individual available to notify emergency medical services, the trained individ-

ual should administer the unassigned epinephrine auto-injector before notifying emergency medical services.

The parent, legal guardian, or emergency contact must be promptly notified by the school when an unassigned epinephrine auto-injector is utilized on their child as soon as is feasible during the emergency response to suspected anaphylaxis.

25 TAC 40.65(e)-(f)

Records

School records of the administration of the unassigned epinephrine auto-injector and suspected anaphylaxis must be provided to the parent or guardian of the recipient upon request.

Records relating to implementation and administration of the school's unassigned epinephrine auto-injector policy shall be retained per the record retention schedule for records of public school districts found in 13 Administrative Code 7.125 [see CPC].

25 TAC 40.65(f)-(g)

Reports

Not later than the 10th business day after the date a school personnel member or school volunteer administers an epinephrine auto-injector in accordance with district policy, the school shall send a report to the school district; the physician who prescribed the epinephrine auto-injector; and the commissioner of state health services.

The report must include the following information:

1. The age of the person who received the administration of the epinephrine auto-injector;
2. Whether the person who received the administration of the epinephrine auto-injector was a student, a school personnel member or school volunteer, or a visitor;
3. The physical location where the epinephrine auto-injector was administered;
4. The number of doses of epinephrine auto-injector administered;
5. The title of the person who administered the epinephrine auto-injector; and
6. Any other information required by the commissioner of education.

Education Code 38.209

Notifications to the commissioner of DSHS shall be submitted on the designated electronic form available on the DSHS School Health Program website. *25 TAC 40.68(b)*

Assignment of Trained Individuals

At each campus in which a school adopts an unassigned epinephrine auto-injector policy, the principal may assign school personnel or school volunteers to be trained to administer unassigned epinephrine auto-injectors or seek school personnel or school volunteers who volunteer to be trained to administer unassigned epinephrine auto-injectors.

In order to increase the number of trained individuals in the administration of unassigned epinephrine auto-injectors, schools may distribute to school personnel or school volunteers in the district, at least once per school year, a notice that includes a description of the request seeking volunteers to be trained to administer an epinephrine auto-injector to a person believed to be experiencing anaphylaxis and a description of the training that the school personnel or school volunteers will receive in the administration of epinephrine with an auto-injector.

25 TAC 40.66(a)-(b)

Signed Statement

Trained school personnel or school volunteers who administer the unassigned epinephrine auto-injector must submit a signed statement indicating that they agree to perform the service of administering an unassigned epinephrine auto-injector to a student or individual that may be experiencing anaphylaxis. *25 TAC 40.66(c)*

Training

A district that adopts an unassigned epinephrine auto-injector written policy is responsible for training school personnel and school volunteers in the administration of an unassigned epinephrine auto-injector.

Training must include information on:

1. Recognizing the signs and symptoms of anaphylaxis;
2. Administering an epinephrine auto-injector;
3. Implementing emergency procedures, if necessary, after administering an epinephrine auto-injector; and
4. Properly disposing of used or expired epinephrine auto-injectors.

Training must be provided in accordance with the district professional development policy [see DMA].

Education Code 38.210(a), (b)

Each assigned school personnel or school volunteer shall receive initial training and an annual refresher training.

Training:

1. Shall be consistent with the most recent Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs published by the federal Centers for Disease Control and Prevention;
2. May be provided in a formal face-to-face training session or through an online education course;
3. Must include information on properly inspecting unassigned epinephrine auto-injectors for usage and expiration; and
4. Must include information about promptly notifying local emergency medical services.

25 TAC 40.67(1)-(2), (5)

The initial training must include hands-on training with an epinephrine auto-injector trainer. The annual refresher training must include a hands-on demonstration of administration skills.

Each school campus shall maintain training records and make available upon request a list of those school personnel or school volunteers trained and authorized to administer the unassigned epinephrine auto-injector on the campus.

25 TAC 40.67(3)-(4), (6)

Standing Orders

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe epinephrine auto-injectors in the name of a district in accordance with law. *Education Code 38.211(a)*

A district shall obtain a prescription from an authorized health-care provider each year, to stock, possess, and maintain at least one unassigned adult epinephrine auto-injector pack (two doses) on each school campus.

A school may choose to stock unassigned pediatric epinephrine auto-injector packs, based on the need of the school's population.

25 TAC 40.65(a)-(a)(1)

Epinephrine Coordinator

The superintendent will designate appropriate school personnel to coordinate and manage policy implementation, including training of school personnel, and the acquisition or purchase, usage, expiration, and disposal of unassigned epinephrine auto-injectors. Throughout the school calendar year, the designated school per-

	sonnel must coordinate with each campus to ensure that the unassigned epinephrine auto-injectors are checked monthly for expiration and usage and the findings are documented. *25 TAC 40.65(b)*
Notice to Parents	If a district implements a policy for the maintenance, administration, and disposal of epinephrine auto-injectors, the district shall provide written notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. *Education Code 38.212* A district shall provide electronic or written notice to the parent or guardian of each student. If a district changes or discontinues the policy under this subchapter, written or electronic notice detailing the change or discontinuation must be provided to the parent or guardian of each student within 15 calendar days. *25 TAC 40.69*
Storage	Unassigned epinephrine auto-injectors shall be stored in a secure, easily accessible area for an emergency, in accordance with manufacturer's guidelines. It is recommended that the school administrator develop a map to be placed in high traffic areas that indicates the location of the unassigned epinephrine auto-injectors on each school campus. It is recommended that the map also indicates the locations of the automated external defibrillator (AED). *25 TAC 40.65(h)*
Replacement	The district shall develop a plan to replace, as soon as reasonably possible, any unassigned epinephrine auto-injector that is used or close to expiration. *25 TAC 40.65(i)*
Disposal	Used unassigned epinephrine auto-injectors shall be considered infectious waste and shall be disposed of according to the school's bloodborne pathogen control policy. Expired unassigned epinephrine auto-injectors shall be disposed of according to the school's medication disposal policy. *25 TAC 40.65(j)-(k)* [See DBB]
Gifts, Grants, and Donations	A district may accept gifts, grants, donations, and federal and local funds to implement its policy. *Education Code 38.213*

Maintenance and Administration of Medication for Respiratory Distress

Note: The following provisions apply only to a district that adopts a policy on medication for respiratory distress.

A district may adopt and implement a policy regarding the maintenance, administration, and disposal of unassigned medication for respiratory distress at each campus in the district. *Education Code 38.208(a-1); 25 TAC 40.44(a)*

If a policy is adopted, the policy must provide that school personnel and school volunteers who are authorized and trained may administer medication for respiratory distress to a person reasonably believed to be experiencing respiratory distress on a school campus, or at a school-sponsored or school-related activity on or off school property. *Education Code 38.208(b-1); 25 TAC 40.44(a)(1)(C)*

In developing the policy, a district may consider performing a review to include:

1. Consultation with school nurses, the local school health advisory committee, local health-care providers, or any department or organization involved with student well-being;
2. Campus geography; and
3. Student population size.

19 TAC 40.44(b)

An adopted unassigned medication for respiratory distress policy must be publicly available. *25 TAC 40.44(d)*

Definitions

“School personnel” means an employee of a district. The term includes a member of the board.

“School volunteer” means a person providing services for or on behalf of a district, on the premises of the district or at a school-sponsored or school-related activity on or off school property, who does not receive compensation in excess of reimbursement for expenses.

“Unassigned medication for respiratory distress” means albuterol, levalbuterol, or another medication based on the best available medical evidence for the treatment of respiratory distress that is:

1. Delivered by metered-dose inhaler (MDI) with a spacer (valved holding chamber) or by a nebulizer as a rescue medication;
2. Prescribed by an authorized health-care provider in the name of the district;

3. Issued with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress; and

4. Issued by an authorized health-care provider.

Education Code 38.201(3-a), (6), 22.053(b); 25 TAC 40.42(8), (10), (12)

Each Campus During Regular School Hours

Each district that adopts a policy must require that each campus have one or more school personnel or school volunteers authorized and trained to administer unassigned medication for respiratory distress present during regular school hours, which means at least 30 minutes before the first bell to 30 minutes after the last bell of the school day. *Education Code 38.208(d-1); 25 TAC 40.42(5), 40.44(a)(1)(C)*

A “campus” is defined as a geographic unit of a district that:

1. Has an assigned administrator;

2. Has enrolled students who are counted for average daily attendance;

3. Has assigned instructional staff;

4. Provides instructional services to students;

5. Has one or more grades in the range from early childhood education through grade 12 or is ungraded; and

6. Is subject to Texas laws.

25 TAC 40.42(2)

Medication Inventory

Subject to the availability of funding, a district that adopts a policy must allow for treatment of multiple students and secure or obtain at least:

1. One MDI with appropriate spacers (valved holding chambers) to accommodate the developmental needs of the student population; or

2. At least five vials of nebulizer solution with appropriate nebulizer-required equipment to accommodate the developmental needs of the student population.

25 TAC 40.44(a)(2)

In addition to the minimum number of doses described above, the number of additional doses may be determined by an individual campus review led by an authorized health-care provider. *25 TAC 40.45(b)(2)*

Designated Campus Administrator

A district that adopts a policy must include in the policy the designated campus administrator to coordinate and manage policy implementation for each campus, which includes:

1. Conducting a review at the campus to determine the need for additional doses;
2. Training school personnel and school volunteers;
3. Acquiring or purchasing, maintaining, storing, and using unassigned medication for respiratory distress, subject to available campus funding; and
4. Disposing of expired unassigned medication for respiratory distress.

25 TAC 40.44(c)(1)

Notification Procedures

Each district that adopts a policy must include in the policy the procedures for notifying a parent, prescribing authorized health-care provider, and the student's primary health-care provider when unassigned medication for respiratory distress is administered. *25 TAC 40.44(c)(4)*

Referral Required

If unassigned medication for respiratory distress is administered to a student whose parent or guardian has not provided notification to the school that the student has been diagnosed with asthma, the school must refer the student to the student’s primary care provider on the day the medication for respiratory distress is administered and inform the student’s parent or guardian regarding the referral. The referral must include:

1. The symptoms of respiratory distress observed;
2. The name and dosage of the unassigned medication for respiratory distress administered to the student;
3. Any patient care instructions given to the student; and
4. Information about the purpose and use of an asthma action plan and medical authorization for schools, including a blank copy of the plan and authorization the provider completes and returns to the school.

If a student who has received medication for respiratory distress does not have a primary care provider or the parent or guardian of the student has not engaged a primary care provider for the student, the student’s parent or guardian must receive information to assist the parent or guardian in selecting a primary care provider for the student.

Education Code 38.208(b-2)-(b-3); 25 TAC 40.44(c)(6)-(7)

Storage	The supply of medication for respiratory distress at each campus must be stored in accordance with the manufacturer's guidelines and local policy of the district in a secure location and be easily accessible to authorized school personnel and school volunteers. *Education Code 38.208(e-1); 25 TAC 40.45(d)* The location of the unassigned medication for respiratory distress must be specified in the policy. *25 TAC 40.44(c)(3)*
Disposal	The policy must include a plan to check inventory of unassigned medication for respiratory distress for expiration at least twice during the school year, to replace, as soon as reasonably possible, and to document the findings. *25 TAC 40.44(c)(5)* Expired unassigned medication for respiratory distress and other used or expired supplies must be disposed of in accordance with the manufacturer's guidelines and local policy of the district. *25 TAC 40.45(e)*
Records Retention	Records relating to implementing and administering the district's unassigned medication for respiratory distress policy must be retained per the campus record retention schedule. *25 TAC 40.47(a)*
Training	Each district that adopts a policy for the administration of medication for respiratory distress is responsible for training school personnel and school volunteers in the administration of medication for respiratory distress. Each authorized school personnel or school volunteer must receive initial training and an annual refresher training. The training must: 1. Include information on recognizing the signs and symptoms of respiratory distress; 2. Include information on administering medication for respiratory distress; 3. Include information on implementing emergency procedures, if necessary, after administering medication for respiratory distress; 4. Include information on proper sanitization, reuse, and disposal of medication for respiratory distress; 5. Cover the authorized health-care provider's standing order; 6. Include processes to follow-up with the prescribing authorized health-care provider and the student's primary health-care provider; 7. Provide information on the report required after administering unassigned medication [see below];

8. Include information on the district's adopted unassigned medication for respiratory distress policy;

9. Incorporate hands-on training with unassigned medication for respiratory distress; and

10. Inform school personnel or school volunteers of the purpose and use of asthma action plans.

Education Code 38.210(a-1); 25 TAC 40.46(a)

Training must be provided in a formal training session or through online education and must be provided in accordance with the district professional development policy [see DMA]. *Education Code 38.210(b)*

The policy must include a list of trained and authorized school personnel and school volunteers available to administer unassigned medication for respiratory distress. *25 TAC 40.44(c)(2)*

Each campus must maintain training records and must make available upon request a list of school personnel and school volunteers trained and authorized to administer unassigned medication for respiratory distress at the campus or at a school-sponsored event. *25 TAC 40.46(b)*

Reporting Requirement

Not later than the 10th business day after the date a school personnel member or school volunteer administers medication for respiratory distress to a person experiencing respiratory distress, the school shall report the following information to the district, the physician or other person who prescribed the medication for respiratory distress, and the commissioner of state health services:

1. The age of the person who received the administration of the medication for respiratory distress;

2. Whether the person who received the administration of the medication for respiratory distress was a student, a school personnel member or school volunteer, or a visitor;

3. The dosage of the medication for respiratory distress administered;

4. The title of the person who administered the medication for respiratory distress; and

5. Any other information required by the commissioner.

Notifications to the commissioner of state health services must be submitted on the designated electronic form available on the DSHS School Health Program website found at dshs.texas.gov.

Education Code 38.2091; 25 TAC 40.47

No Negative Fiscal Impact

The policy may not require a district to purchase prescription medication for respiratory distress or require any other expenditure related to the maintenance or administration of medication for respiratory distress that would result in a negative fiscal impact on the district or school. *Education Code 38.208(f)*

Standing Order

A physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157 may prescribe medication for respiratory distress in the name of a school district. *Education Code 38.211(a)*

Each district campus in a district that adopts a policy for the administration of medication for respiratory distress must obtain a prescription from an authorized health-care provider to stock, possess, and maintain unassigned medication for respiratory distress at each campus and any equipment necessary to administer the medication. The campus must renew this prescription or obtain a new prescription annually. *25 TAC 40.45(b)*

Notice to Parents

If a district implements a policy for the maintenance, administration, and disposal of medication for respiratory distress, the district shall provide written or electronic notice of the policy to a parent or guardian of each student enrolled in the district. Notice must be provided before the policy is implemented by the district and before the start of each school year. *Education Code 38.212; 25 TAC 40.48(a)*

If a district changes or discontinues the unassigned medication for respiratory distress policy, the campus must provide written or electronic notice detailing the change or discontinuation of the policy to a parent or guardian of each student within 15 calendar days after the change or discontinuation. *25 TAC 40.48(b)*

Refusal to Administer

A school personnel member or school volunteer may not be subject to any penalty or disciplinary action for refusing to administer or receive training to administer epinephrine auto-injectors or medication for respiratory distress, as applicable, in accordance with a policy for the maintenance and administration of epinephrine autoinjectors or a policy for medication for respiratory distress. *Education Code 38.208(d-2)*

Immunity from Liability

A person who in good faith takes, or fails to take, any action related to Education Code Chapter 38, Subchapter E, related to the maintenance and administration of epinephrine auto-injectors and medi-

cation for respiratory distress, is immune from civil or criminal liability or disciplinary action resulting from that action or failure to act as described by Education Code 38.215 and 25 Administrative Code 40.49. *Education Code 38.215; 25 TAC 40.71*

Threat Assessment

Definitions

"Harmful, threatening, or violent behavior" includes behaviors, such as verbal threats, threats of self harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student that could result in:

1. Specific interventions, including mental health or behavioral supports;
2. In-school suspension;
3. Out-of-school suspension; or
4. The student's expulsion or removal to a disciplinary alternative education program (DAEP) or a juvenile justice alternative education program (JJAEP).

"Team" means a threat assessment and safe and supportive school team established by the board under Education Code 37.115.

Education Code 37.115(a)

Threat Assessment and Safe and Supportive Schools Team

The board shall establish a threat assessment and safe and supportive school team to serve at each campus of the district and shall adopt policies and procedures for the teams.

The team is responsible for developing and implementing the safe and supportive school program in compliance with Texas Education Agency (TEA) rules at the district campus served by the team.

The policies and procedures adopted under Education Code 37.115 must:

1. Be consistent with the model policies and procedures developed by the Texas School Safety Center (TxSSC) [see Education Code 37.220];
2. Require each team to complete training provided by the TxSSC or a regional education service center (ESC) regarding evidence-based threat assessment programs;
3. Require each team established under this section to report the required information regarding the team's activities to TEA [see Reporting to TEA, below];
4. Require each district campus to establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate school employee; and

5. Provide for:

    a. A district employee who reports a potential threat to a team to elect for the employee's identity to be confidential and not subject to disclosure Government Code Chapter 552 (Public Information Act), except as necessary for the team, the district, or law enforcement to investigate the potential threat; and

    b. The district to maintain a record of the identity of a district employee who elects for the employee's identity to be confidential.

Membership

The superintendent shall ensure, to the greatest extent practicable, that the members appointed to each team have expertise in counseling, behavior management, mental health and substance use, classroom instruction, special education, school administration, school safety and security, emergency management, and law enforcement. A team may serve more than one campus of a district, provided that each district campus is assigned a team.

Oversight Committee

The superintendent may establish a committee, or assign to an existing committee established by the district, the duty to oversee the operations of teams established for the district. A committee with oversight responsibility must include members with expertise in human resources, education, special education, counseling, behavior management, school administration, mental health and substance use, school safety and security, emergency management, and law enforcement.

Team Duties

Each team shall:

1. Conduct a threat assessment that includes assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior in accordance with district policies and procedures; and gathering and analyzing data to determine the level of risk and appropriate intervention, including:

    a. Referring a student for mental health assessment; and

    b. Implementing an escalation procedure, if appropriate, based on the team's assessment, in accordance with district policy;

2. Provide guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual; and

3. Support the district in implementing the district's multihazard emergency operations plan [see CKC].

Use of Sentinel Assessment Instrument, Manual, and Field Guide

Effective August 1, 2025, when conducting a threat assessment, members of a threat assessment team shall utilize the threat assessment instrument, manual, and field guide in Sentinel [see CKA], which are consistent with the model policies published by the TxSSC. *19 TAC 103.1213(e)(1)(A)*

Parental Participation

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student regarding the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to participate in the assessment, either in person or remotely, and to submit to the team information regarding the student.

After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.

Consent for Mental Health-Care Service

A team may not provide a mental health-care service to a student who is under 18 years of age unless the team obtains written consent from the parent of or the person standing in parental relation to the student before providing the mental health-care service. The consent must be submitted on a form developed by the district that complies with all applicable state and federal law. The student's parent or person standing in parental relation to the student may give consent for a student to receive ongoing services or may limit consent to one or more services provided on a single occasion.

Education Code 37.115(c)-(g)

Determination of Risk

On determination that a student or other individual poses a serious risk of violence to self or others, a team shall immediately report the team's determination to the superintendent. If the individual is a student, the superintendent shall immediately attempt to inform the parent or person standing in parental relation to the student. These requirements do not prevent an employee of the school from acting immediately to prevent an imminent threat or respond to an emergency.

A team identifying a student at risk of suicide shall act in accordance with the district's suicide prevention program. If the student at risk of suicide also makes a threat of violence to others, the team shall conduct a threat assessment in addition to actions taken in accordance with the district's suicide prevention program.

A team identifying a student using or possessing tobacco, drugs, or alcohol shall act in accordance with district policies and procedures related to substance use prevention and intervention.

Education Code 37.115(h)-(j)

Recordkeeping

Materials and information provided to or produced by a team during a threat assessment of a student under this provision must be maintained in the student's school record until the student's 24th birthday. *Education Code 37.115(j-1)*

[For information regarding the transfer of threat assessment records between school districts, see FD and FDA.]

Reporting to TEA

A team must report to TEA in accordance with TEA-developed guidelines the following information regarding the team's activities and other information for each campus the team serves:

1. The occupation of each person appointed to the team;
2. The number of threats and description of the type of threats reported to the team;
3. The outcome of each assessment made by the team, including:
    a. Any disciplinary action taken, including a change in school placement;
    b. Any action taken by law enforcement; or
    c. A referral to or change in counseling, mental health, special education, or other services;
4. The total number, disaggregated by student gender, race, and status as receiving special education services, being at risk of dropping out of school, being in foster care, experiencing homelessness, being a dependent of military personnel, being pregnant or a parent, having limited English proficiency, or being a migratory child, of, in connection with an assessment or reported threat by the team:
    a. Citations issued for Class C misdemeanor offenses;
    b. Arrests;
    c. Incidents of uses of restraint;
    d. Changes in school placement, including placement in a JJAEP or DAEP;
    e. Referrals to or changes in counseling, mental health, special education, or other services;

f. Placements in in-school suspension or out-of-school suspension and incidents of expulsion;

g. Unexcused absences of 15 or more days during the school year; and

h. Referrals to juvenile court for truancy; and

5. The number and percentage of school personnel trained in:

a. A best-practices program or research-based practice under Education Code 38.351 [see FFEB], including the number and percentage of school personnel trained in suicide prevention or grief and trauma-informed practices;

b. Mental health or psychological first aid for schools;

c. Training relating to the safe and supportive school program; or

d. Any other program relating to safety identified by the commissioner.

Education Code 37.115(k)

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Removal Under Student Code of Conduct

The Student Code of Conduct must specify conditions that authorize or require a principal or other appropriate administrator to transfer a student to a disciplinary alternative education program (DAEP). *Education Code 37.001(a)(2)*

Mandatory Placement in DAEP

A student shall be removed from class and placed in a DAEP if the student engages in conduct described in Education Code 37.006 that requires placement, subject to the requirements of Education Code 37.009(a) [see Process for Removal and Mitigating Factors, below]. *Education Code 37.006*

[For additional factors that must be considered in each decision concerning suspension, removal to a DAEP, expulsion, or placement in a juvenile justice alternative education program (JJAEP), see FO and the Student Code of Conduct.]

School-Related Misconduct

A student shall be removed from class and placed in a DAEP if the student engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07.

A student shall also be removed from class and placed in a DAEP if the student commits the following on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

1. Engages in conduct punishable as a felony.
2. Engages in conduct that contains the elements of assault, under Penal Code 22.01(a)(1).
3. Sells, gives, or delivers to another person or possesses, uses, or is under the influence of:
    a. A controlled substance, as defined by the Texas Controlled Substances Act, Health and Safety Code Chapter 481, or by 21 U.S.C. 801, et seq., excluding marijuana, as defined by Health and Safety Code 481.002, or tetrahydrocannabinol, as defined by Department of Public Safety rule;
    b. A dangerous drug, as defined by the Texas Dangerous Drug Act, Health and Safety Code Chapter 483.
4. Possesses, uses, or is under the influence of, or sells, gives, or delivers to another person marijuana or tetrahydrocannabinol, as defined above;

5. Possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Health and Safety Code 161.081 [see FNCD];

6. Sells, gives, or delivers to another person an alcoholic beverage, as defined by Alcoholic Beverage Code 1.04, or commits a serious act or offense while under the influence of alcohol, or possesses, uses, or is under the influence of an alcoholic beverage.

7. Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Health and Safety Code 485.031 through 485.034.

8. Engages in conduct that contains the elements of the offense of public lewdness under Penal Code 21.07.

9. Engages in conduct that contains the elements of the offense of indecent exposure under Penal Code 21.08.

10. Engages in conduct that contains the elements of the offense of harassment under Penal Code 42.07(a)(1), (2), (3), or (7) against an employee of the district.

Education Code 37.006(a)

Exception Removal to a DAEP for school-related misconduct is not required if the student is expelled for the same conduct. *Education Code 37.006(m)*

Retaliation Except where a student engages in retaliatory acts against a district employee for which expulsion is mandatory [see FOD], a student shall be removed from class and placed in a DAEP if the student engages in conduct on or off school property containing the elements of retaliation under Penal Code 36.06, against any school employee. *Education Code 37.006(b)*

Conduct Unrelated to School In addition to the circumstances listed above, a student shall be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

1. The student receives deferred prosecution under Family Code 53.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03;

2. A court or jury finds that the student has engaged in delinquent conduct under Family Code 54.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; or

3. The superintendent or designee has a reasonable belief that the student has engaged in conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03.

Education Code 37.006(c)

Reasonable Belief

In determining whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense, a superintendent or a superintendent's designee may consider all available information and must consider the information furnished under Code of Criminal Procedure Article 15.27 other than information requested under Code of Criminal Procedure Article 15.27(k-1). *Education Code 37.006(e); Code of Criminal Procedure 15.27(a)* [See GRAA]

Title 5 Felonies

The following are felony offenses listed in Penal Code, Title 5, Offenses Against the Person.

1. Murder. *Penal Code 19.02*
2. Capital Murder. *Penal Code 19.03*
3. Manslaughter. *Penal Code 19.04*
4. Criminally Negligent Homicide. *Penal Code 19.05*
5. Unlawful Restraint, if:
    a. The person restrained was younger than 17 years of age; or
    b. The actor recklessly exposes the victim to a substantial risk of serious bodily injury; restrains an individual the actor knows is a public servant while the public servant is lawfully discharging an official duty or in retaliation or on account of an exercise of official power or performance of an official duty; or while in custody restrains any other person. *Penal Code 20.02*
6. Kidnapping. *Penal Code 20.03*
7. Aggravated Kidnapping. *Penal Code 20.04*
8. Smuggling of Persons. *Penal Code 20.05*
9. Continuous Smuggling of Persons. *Penal Code 20.06*
10. Trafficking of Persons. *Penal Code 20A.02*
11. Continuous Trafficking of Persons. *Penal Code 20A.03*

12. Continuous Sexual Abuse of Young Child or Disabled Individual. *Penal Code 21.02*
13. Bestiality. *Penal Code 21.09*
14. Indecency with a Child. *Penal Code 21.11*
15. Improper Relationship between Educator and Student. *Penal Code 21.12*
16. Invasive Visual Recording. *Penal Code 21.15*
17. Unlawful Disclosure or Promotion of Intimate Visual Material. *Penal Code 21.16*
18. Voyeurism, if the victim was younger than 14 years of age at the time of the offense. *Penal Code 21.17*
19. Sexual Coercion. *Penal Code 21.18*
20. Assault, if the offense is punishable as a felony. *Penal Code 22.01*
21. Sexual Assault. *Penal Code 22.011*
22. Aggravated Assault. *Penal Code 22.02*
23. Aggravated Sexual Assault. *Penal Code 22.021*
24. Injury to a Child, Elderly Individual, or Disabled Individual. *Penal Code 22.04*
25. Abandoning or Endangering a Child, Elderly Individual, or Disabled Individual. *Penal Code 22.041*
26. Deadly Conduct, if the person knowingly discharges a firearm at or in the direction of one or more individuals, or at or in the direction of a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied. *Penal Code 22.05*
27. Terroristic Threat, if the actor threatens to commit any offense involving violence to any person or property with intent to:
    a. Place any person in fear of imminent serious bodily injury if the actor knows the person is a peace officer or judge;
    b. Prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public

place if the prevention or interruption causes pecuniary loss of $1,500 or more to the owner;

c. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;

d. Place the public or a substantial group of the public in fear of serious bodily injury; or

e. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision. *Penal Code 22.07*

28. Aiding Suicide, if the conduct causes suicide or attempted suicide that results in serious bodily injury. *Penal Code 22.08*

29. Tampering with Consumer Product. *Penal Code 22.09*

30. Harassment by Persons in Certain Facilities or of Public Servant. *Penal Code 22.11*

Sexual Assault of Another Student

A student shall be removed from class and placed in a DAEP or juvenile justice alternative education program (JJAEP) if:

1. The student was convicted of, received adjudication for, or was placed on probation for sexual assault of another student who was a young child or disabled individual while the students were assigned to the same campus, regardless of whether the assault occurred on or off school property;

2. The parent of the victim of the assault has requested that the student be transferred to a campus other than that to which the victim is assigned; and

3. There is only one campus in a district serving the grade level in which the student is enrolled.

Education Code 25.0341, 37.0051(a) [See FDE at Sexual Assault Transfer—Transfer of Assailant]

A limitation imposed by Education Code Chapter 37 on the length of placement in a DAEP or a JJAEP does not apply to a placement under this provision. *Education Code 37.0051(b)*

Permissive Removal

Non-Title 5 Felony

A student may be removed from class and placed in a DAEP based on conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:

1. The superintendent or designee has a reasonable belief [see Reasonable Belief, above] that the student has engaged in

conduct defined as a felony offense other than aggravated robbery under Penal Code 29.03, or those offenses listed in Penal Code Title 5 [see above at Title 5 Felonies]; and

2. The continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

Education Code 37.006(d)-(e)

Bullying

A student may be removed from class and placed in a DAEP if the student:

1. Engages in bullying that encourages a student to commit or attempt to commit suicide;

2. Incites violence against a student through group bullying; or

3. Releases or threatens to release intimate visual material of a minor or student who is 18 years of age or older without the student's consent.

Nothing in this provision exempts a school from reporting a finding of intimate visual material of a minor.

Definitions

Bullying

"Bullying" has the meaning assigned by Education Code 37.0832. [See FFI]

Intimate Visual Material

"Intimate visual material" has the meaning assigned by Civil Practice and Remedies Code 98B.001.

Education Code 37.0052

One Year After Conduct

A principal or other appropriate administrator may, but is not required to, remove a student to a DAEP for off-campus conduct, for which removal would otherwise be required, if the principal or other appropriate administrator did not have knowledge of the conduct before the first anniversary of the date the conduct occurred. *Education Code 37.006(n)*

Certain Organization and Gang Membership and Solicitation

A board or an educator shall recommend placing in DAEP any student who commits the misdemeanor offenses described in Education Code 37.121(a) and (c), regarding membership in or solicitation to join a public school fraternity, sorority, secret society, or gang [see FNCC]. *Education Code 37.121(b)*

Older Students

A person who is 21 years of age or older and is admitted by a district for the purpose of completing the requirements for a diploma is not eligible for placement in a DAEP if the person engages in conduct that would require or authorize such placement for a student under the age of 21. If the student engages in such conduct, the

district shall revoke the student's admission. *Education Code 25.001(b-1)*

Placement of Younger Students

A student who is younger than 10 shall be removed from class and placed in a DAEP if the student engages in conduct for which expulsion would be required by Section 37.007. *Education Code 37.006(f), .007(e)* [See FOD]

Students Younger Than Six

Notwithstanding any other provision of the Education Code, a student who is younger than six years of age may not be removed from class and placed in a DAEP, except that a student younger than six years of age who has been expelled pursuant to the Gun Free Schools Act [see FOD] shall be provided educational services in a DAEP. *Education Code 37.006(l), .007(e)(2)*

Process for Removal

Conference

Not later than the third class day after a student is removed by a teacher or by the school principal or other appropriate administrator, the campus behavior coordinator (CBC) or other appropriate administrator shall schedule a conference among the CBC or other appropriate administrator, the student's parent or guardian, the teacher removing the student from class, if any, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal, and an opportunity to respond to the reasons for the removal. The student may not be returned to the regular class pending the conference.

Mitigating Factors

Before ordering removal, the CBC must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, regardless of whether the decision of the behavior coordinator concerns a mandatory or discretionary action.

Order

Following the conference, and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the CBC, after considering any mitigating factors under Education Code 37.001(a)(4) [see FO], shall order the placement of the student for a period consistent with the Student Code of Conduct.

Appeal

If district policy allows a student to appeal to the board or the board's designee a decision of the CBC or other appropriate administrator, the decision of the board or the board's designee is final and may not be appealed.

Education Code 37.009(a) [See Student Code of Conduct]

Right to Request a Special Education Evaluation

On the placement of a student in a DAEP, the district shall provide information to the student's parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student under Education Code 29.004 [see EHBAA]. *Education Code 37.006(p)*

Term of Removal

The period of the placement after removal may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees. *Education Code 37.009(a)*

A board or designee shall set a term for a student's placement in a DAEP. If the period of placement is inconsistent with the guidelines in the Student Code of Conduct, the order must give notice of the inconsistency. The period of placement in a DAEP may not exceed one year unless, after a review, a district determines that the student is a threat to the safety of other students or to district employees or extended placement is in the best interest of the student. *Education Code 37.009(d)*

Beyond Grading Period or 60 Days

If placement in a DAEP is to extend beyond 60 days or the end of the next grading period, whichever is earlier, the student's parent or guardian is entitled to notice of and an opportunity to participate in a proceeding before a board or designee.

No Appeal

Any decision of a board or designee concerning placement beyond 60 days or the end of the next grading period is final and cannot be appealed.

Education Code 37.009(b)

Beyond End of School Year

Before a student may be placed in a DAEP for a period that extends beyond the end of the school year, a board or designee must determine that:

1. The student's presence in the regular classroom program or at the student's regular campus presents a danger of physical harm to the student or another individual; or
2. The student has engaged in serious or persistent misbehavior that violates the Student Code of Conduct.

Education Code 37.009(c)

Order of Removal

A board or designee shall deliver to the student and the student's parent or guardian a copy of the order placing the student in a DAEP. *Education Code 37.009(g)*

Not later than the second business day after the date of the removal conference, a board or designee shall deliver a copy of the order placing the student in a DAEP and any information required

under Family Code 52.04 to the authorized officer of the juvenile court in the county in which the juvenile resides. *Education Code 37.010(a)*

Activities

The terms of a placement under Education Code 37.006 must prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.006(g)*

In addition to any notice required under Code of Criminal Procedure 15.27 [see GRAA], a principal or designee shall inform each educator who has responsibility for, or is under the direction and supervision of an educator who has responsibility for, the instruction of a student who has engaged in conduct for which DAEP placement must or may be ordered.

Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law. An educator's certificate may be suspended or revoked for intentional failure to keep such information confidential.

Education Code 37.006(o)

DAEP at Capacity

If a DAEP is at capacity at the time a CBC is deciding placement for a student who engaged in conduct described under Education Code 37.006(a)(2)(C-1) (possession or use of marijuana), (C-2) (possession, use, delivery of an e-cigarette), (D) (delivery of alcohol), or (E) (abuse of volatile chemical), the student shall be placed in in-school suspension; and if a position becomes available in the program before the expiration of the period of the placement, transferred to the program for the remainder of the period.

Placement of Student Who Engaged in Violent Conduct

If a DAEP is at capacity at the time a CBC is deciding placement for a student who engaged in conduct described under Education Code 37.007 that constitutes violent conduct [see below at Determination of Violent Conduct], a student who has been placed in the program for conduct described under Education Code 37.006(a)(2)(C-1), (C-2), (D), or (E) (above) may be removed from the program and placed in in-school suspension to make a position in the program available for the student who engaged in violent conduct. If removed from the program and a position in the program becomes available before the expiration of the period of the placement, the student shall be returned to the program for the remainder of the period.

Determination of Violent Conduct

Violent conduct means an act by a student against another person that is intended to result in physical harm, bodily injury, or assault or a threat that reasonably places the other person in fear of immi-

nent physical harm, bodily injury, or assault. A CBC may determine whether a specific instance of conduct listed below rises to the level of violent conduct for purposes of determining placement in a DAEP.

1. The student engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07.

2. While on or within 300 feet of school property, or while attending a school-sponsored or school-related activity on or off school property, the student engages in conduct that contains the elements of the offense of assault under Penal Code 22.01(a)(1), including when committed as an act of retaliation against an employee or volunteer, as described in Education Code 37.007(d).

3. While on or within 300 feet of school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in conduct that contains the elements of the offense of deadly conduct under Penal Code 22.05.

4. While within 300 feet of school property, or when committed as an act of retaliation against an employee or volunteer, whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

    a. Conduct that contains the elements of the offense of unlawful carrying of weapons under Penal Code 46.02;

    b. An offense relating to prohibited weapons under Penal Code 46.05;

    c. Aggravated assault under Penal Code 22.02;

    d. Sexual assault under Penal Code 22.011;

    e. Aggravated sexual assault under Penal Code 22.021;

    f. Arson under Penal Code 28.02;

    g. Murder under Penal Code 19.02;

    h. Capital murder under Penal Code 19.03;

    i. Criminal attempt to commit murder or capital murder under Penal Code 15.01;

    j. Indecency with a child under Penal Code 21.11;

k. Aggravated kidnapping under Penal Code 20.04;

l. Aggravated robbery under Penal Code 29.03;

m. Manslaughter under Penal Code 19.04;

n. Criminally negligent homicide under Penal Code 19.05;

o. Continuous sexual abuse of a young child or an individual with disabilities under Penal Code 21.02;

p. Selling, giving, delivering to another person, possessing, using, or being under the influence of a controlled substance or dangerous drug, excluding marijuana or tetrahydrocannabinol; or

q. Possessing a firearm, as defined by 18 U.S.C. 921.

5. The student engages in conduct against another student, without regard to whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off school property, that contains the elements of:

a. The offense of aggravated assault under Penal Code 22.02;

b. Sexual assault under Penal Code 22.011;

c. Aggravated sexual assault under Penal Code 22.021;

d. Murder under Penal Code 19.02;

e. Capital murder under Penal Code 19.03; or

f. Criminal attempt to commit murder or capital murder under Penal Code 15.01.

6. While placed in a DAEP and on the program campus, the student engages in documented serious misbehavior despite documented behavioral interventions.

Education Code 37.009(a-1)-(a-2); 19 TAC 103.1205

Completion of Proceedings Upon Withdrawal

If a student withdraws from a district before an order for placement in a DAEP is entered, the principal or board, as appropriate, may complete the proceedings and enter an order. If the student re-enrolls in the district the same or subsequent school year, the district may enforce the order at that time except for any period of the placement that has been served by the student in another district that honored the order. If the principal or board fails to enter an order after the student withdraws, the next district in which the stu-

dent enrolls may complete the proceedings and enter an order. *Education Code 37.009(i)*

Enrollment in Another District

If a student placed in a DAEP enrolls in another district before the expiration of the placement, a board shall provide to the district in which the student enrolls a copy of the placement order at the same time it provides other records. The district in which the student enrolls shall inform each educator who will have responsibility for, or will be under the direction and supervision of an educator who will have responsibility for, the instruction of the student of the contents of the placement order. Each educator shall keep the information confidential from any person not entitled to the information, except that the educator may share the information with the student's parent or guardian as provided by state or federal law.

The district in which the student enrolls may continue the placement or allow the student to attend regular classes without completing the period of placement. [See FO] The district in which the student enrolls may take any of these actions if:

1. The student was placed in a DAEP by an open-enrollment charter school and the charter school provides the district a copy of the placement order; or
2. The student was placed in a DAEP by a district in another state and:
    a. The out-of-state district provides a copy of the placement order; and
    b. The grounds for placement are the same as grounds for placement in the enrolling district.

Education Code 37.008(j)

Out-of-State Placement

If a student was placed in a DAEP in another state for more than one year and the enrolling district continues the placement under Education Code 37.008(j), the enrolling district shall reduce the period of placement so that the aggregate period does not exceed one year unless the enrolling district determines that:

1. The student is a threat to the safety of other students or to district employees; or
2. Extended placement is in the best interest of the student.

Education Code 37.008(j-1)

Court-Ordered Placement

Unless a board and the juvenile board for the county in which a district's central administrative office is located have entered into a memorandum of understanding concerning the juvenile probation

department's role in supervising and providing other support services for students in DAEP programs:

1. A court may not order a student expelled under Section 37.007 to attend a school district DAEP as a condition of probation;

2. A court may not order a student to attend a DAEP without a district's consent, until the student has successfully completed any sentencing requirements, if the court has ordered the student to attend a DAEP as a condition of probation once during a school year and the student is referred to juvenile court again during that school year.

Education Code 37.010(c)-(d)

School Activities

Any court placement in a DAEP must prohibit the student from attending or participating in school-sponsored or school-related activities. *Education Code 37.010(e)*

Placement After Court Disposition

After the student has successfully completed any court disposition requirements, including conditions of deferred prosecution or conditions required by the prosecutor or probation department, a district may not refuse to admit the student if the student meets the requirements for admission into the public schools. A district may place the student in the DAEP.

Notwithstanding Education Code 37.002(d) [see FOA], the student may not be returned to the classroom of the teacher under whose supervision the offense occurred without that teacher's consent. The teacher may not be coerced to consent.

Education Code 37.010(f)

Not Guilty/ Insufficient Evidence/Charges Dropped

The office of the prosecuting attorney or the office or official designated by the juvenile board shall, within two working days, notify the school district that removed a student to a DAEP under Education Code 37.006 if:

1. Prosecution of a student was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated; or

2. A court or jury found the student not guilty or made a finding the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed with prejudice.

On receipt of the notice, the superintendent or designee shall review the student's placement in the DAEP. The student may not be returned to the regular classroom pending the review. The superin-

tendent or designee shall schedule a review of the student's placement with the student's parent or guardian not later than the third class day after the superintendent or designee receives notice from the office or official designated by the court.

After reviewing the notice and receiving information from the student's parent or guardian, the superintendent or designee may continue the student's placement in the DAEP if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

Education Code 37.006(h); Code of Criminal Procedure 15.27(g)

Appeal After Placement Upheld

The student or the student's parent or guardian may appeal a superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. A board shall, at the next scheduled meeting, review the notice provided by the office of the prosecuting attorney or the office or official designated by the juvenile board; receive information from the student, the student's parent or guardian, and the superintendent or designee; and confirm or reverse the superintendent's decision. The board shall make a record of the proceedings.

If a board confirms the decision, the board shall inform the student and the student's parent or guardian of the right to appeal to the commissioner of education. The student may not be returned to the regular classroom pending the appeal to the commissioner.

Education Code 37.006(i)-(j)

120-Day Review of Status

A student placed in a DAEP shall be provided a review of the student's status, including a review of the student's academic status, by a board's designee at intervals not to exceed 120 days. In the case of a high school student, the board's designee, with the student's parent or guardian, shall review the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The district is not required to provide a course in the DAEP, except as required by Education Code 37.008(l). [See FOCA] At the review, the student or the student's parent or guardian must be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of the teacher who removed the student without that teacher's consent. The teacher may not be coerced to consent. *Education Code 37.009(e)*

Additional Proceedings

If, during the term of placement, a student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted and the prin-

cipal or board, as appropriate, may enter an additional order. *Education Code 37.009(j)*

Reporting

A district may include the number of students removed to a DAEP in its annual performance report. *Education Code 39.306(e)(5)* [See AIB]

Note: See FOF for provisions concerning students with disabilities.

Students with Disabilities Under Section 504

A district shall conduct an evaluation in accordance with 34 C.F.R. 104.35(b) before taking any action with respect to any significant change in placement of a student with a disability who needs or is believed to need special education and related services. *34 C.F.R. 104.35(a)*

A district may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the district would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to such disciplinary action. *29 U.S.C. 705(20)(C)(iv)*

Note: The provisions below apply only to students eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA).

Students Receiving Special Education Services

ARD Committee Required

Except as set forth below, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. *Education Code 37.004(a)-(b)*

The methods adopted in the Student Code of Conduct [see FO] for discipline management and for preventing and intervening in student discipline problems must provide that a student who is enrolled in the special education program may not be disciplined for bullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. *Education Code 37.001(b-1)*

DAEP Placement Not Solely for Educational Purposes

A student with a disability who receives special education services may not be placed in a disciplinary alternative education program (DAEP) solely for educational purposes. A teacher in a DAEP who has a special education assignment must hold an appropriate certificate or permit for that assignment. *Education Code 37.004(c)-(d)*

Removal for 10 Days or Less

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days, to the extent those alternatives are applied to children without disabilities. *20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1)*

Services During Removal

A district is required to provide services during the period of removal if the district provides services to a child without disabilities who is similarly removed. *34 C.F.R. 300.530(d)*

Subsequent Removals of 10 Days or Less

School personnel may remove the student for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement (see below). *34 C.F.R. 300.530(b)(1)*

Services During Removal

After a student has been removed from his or her current placement for 10 school days in the same school year, during any subsequent removal of 10 consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's individualized education program (IEP). *20 U.S.C. 1415(k)(1)(D); 34 C.F.R. 300.530(d)(4)*

Notice of Procedural Safeguards

Not later than the date on which the decision to take the disciplinary action is made, a district shall notify the student's parents of the decision and of all procedural safeguards [see EHBAE]. *20 U.S.C. 1415(k)(1)(H)*

Removals That Are a Change in Placement

Any disciplinary action that would constitute a change in placement may be taken only after the student's ARD committee conducts a manifestation determination review.

Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review [see Manifestation Determination, below].

Education Code 37.004(b)

Behavior Assessment and Intervention

If a district takes a disciplinary action regarding a student with a disability who receives special education services that constitutes a change in placement under federal law, the district shall:

1. Not later than the 10th school day after the change in placement:

    a. Seek consent from the student's parent or person standing in parental relation to the student to conduct a functional behavioral assessment of the student, if a functional behavioral assessment has never been conducted

on the student or the student's most recent functional behavioral assessment is more than one year old; and

b. Review any previously conducted functional behavioral assessment of the student and any behavior improvement plan or behavioral intervention plan developed for the student based on that assessment; and

2. As necessary, develop a behavior improvement plan or behavioral intervention plan for the student if the student does not have a plan or, if the student has a behavior improvement plan or behavioral intervention plan, revise the student's plan.

Education Code 37.004(b-1)

Change in Placement

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than 10 consecutive school days; or

2. Subjected to a series of removals that constitute a pattern because:

a. The series of removals total more than 10 school days in a school year;

b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and

c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

34 C.F.R. 300.536

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates a code of student conduct. *20 U.S.C. 1415(k)(1)(A)*

Manifestation Determination

Within 10 school days of any decision to change the placement of a student because of a violation of a code of student conduct, a district, parents, and relevant members of the ARD committee (as determined by the parent and the district) shall review all relevant information in the student's file, including the student's IEP, any

teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

1. Caused by, or had a direct and substantial relationship to, the student's disability; or

2. The direct result of the district's failure to implement the IEP.

If the district, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

If the district, the parent, and relevant members of the ARD committee determine the conduct was the direct result of the district's failure to implement the IEP, the district must take immediate steps to remedy those deficiencies.

20 U.S.C. 1415(k)(1)(E); 34 C.F.R. 300.530(e)

Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting. *20 U.S.C. 1415(k)(1)(C), (k)(2); 34 C.F.R. 300.530(c)*

Expulsion

In a county with a juvenile justice alternative education program (JJAEP) [see FODA], a district must invite the administrator of the JJAEP or the administrator's designee to an ARD committee meeting convened to discuss the discretionary expulsion under Education Code 37.007 of a student with a disability. The district must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJAEP representative with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the student's current IEP in the JJAEP. *19 TAC 89.1052*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)-(2)

For a student with a disability who was expelled under a discretionary expulsion under Education Code 37.007, an ARD committee meeting must be convened to reconsider placement of the student in the JJAEP if the JJAEP provides written notice to the district of specific concerns that the student's education or behavioral needs cannot be met in JJAEP.

The district must invite the JJAEP administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's continued placement in JJAEP.

19 TAC 89.1052

Manifestation

If the district, the parents, and relevant members of the ARD committee determine that the conduct was a manifestation of the student's disability, the ARD committee shall:

1. Conduct a functional behavioral assessment (FBA), unless the district had conducted an FBA before the behavior that resulted in the change in placement occurred, and implement a behavioral intervention plan (BIP) for the student; or

2. If a BIP has already been developed, review the BIP and modify it, as necessary, to address the behavior.

Except as provided at Special Circumstances, below, the ARD committee shall return the student to the placement from which the student was removed, unless the parent and the district agree to a change in placement as part of the modification of the BIP.

20 U.S.C. 1415(k)(1)(F); 34 C.F.R. 300.530(f)

Special Circumstances

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the Texas Education Agency (TEA) or a school district;
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the district.

20 U.S.C. 1415(k)(1)(G); 34 C.F.R. 300.530(g)

The ARD committee shall determine the interim alternative education setting. *20 U.S.C. 1415(k)(2)*

Services During Removal

The student must:

1. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

These services may be provided in an interim alternative educational setting.

34 C.F.R. 300.530(d)(1)

Appeals

A parent who disagrees with a placement decision or the manifestation determination may request a hearing. A district that believes that maintaining a current placement of a student is substantially likely to result in injury to the student or others may request a hearing. *20 U.S.C. 1415(k)(3)(A); 34 C.F.R. 300.532(a); 19 TAC 89.1151* [See EHBAE]

Placement During Appeals

When an appeal has been requested by a parent or a district, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the student's assignment to the alternative setting, whichever oc-

curs first, unless the parent and district agree otherwise. *20 U.S.C. 1415(k)(4); 34 C.F.R. 300.533*

Reporting Crimes

Federal law does not prohibit a district from reporting a crime committed by a student with a disability to appropriate authorities. If a district reports a crime, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the district reported the crime. A district may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). *20 U.S.C. 1415(k)(6); 34 C.F.R. 300.535* [See FL]

Students Not Yet Identified

A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if a district had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred. *20 U.S.C. 1415(k)(5)(A); 34 C.F.R. 300.534(a)*

District Knowledge

A district shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

1. The parent of the student expressed concern in writing to supervisory or administrative personnel of the district, or to the teacher of the student, that the student was in need of special education and related services;
2. The parent requested an evaluation of the student for special education and related services; or
3. The student's teacher, or other district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the district.

20 U.S.C. 1415(k)(5)(B); 34 C.F.R. 300.534(b)

Exception

A district shall not be deemed to have knowledge that the student had a disability if:

1. The parent has not allowed an evaluation of the student;
2. The parent has refused services; or
3. The student has been evaluated and it was determined that the student did not have a disability.

20 U.S.C. 1415(k)(5)(C); 34 C.F.R. 300.534(c)

If a district does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

20 U.S.C. 1415(k)(5)(D); 34 C.F.R. 300.534(d)

Behavior Management Techniques

It is the policy of the state to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities. *Education Code 37.0021(a); 19 TAC 89.1053(j)*

[For restrictions on aversive techniques, see FO.]

Rules on Restraint and Seclusion

The commissioner by rule shall adopt procedures for the use of restraint and time-out by a district employee or volunteer or an independent contractor of a district in the case of a student with a disability receiving special education services. The procedures must be consistent with Education Code 37.0021(d). *Education Code 37.0021(d)*

School Peace Officers

This provision and any rules or procedures adopted under this provision apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a district; or
2. Provides, as a school resource officer, a regular police presence on a district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h); 19 TAC 89.1053(m)

Exceptions

Education Code 37.0021 (use of confinement, seclusion, restraint, and time-out) does not apply to:

1. A peace officer, while performing law enforcement duties, except as provided above [see School Peace Officers] and by

Education Code 37.0021(i) [see Restraint, Documentation, below];

2. Juvenile probation, detention, or corrections personnel; or

3. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district.

Law Enforcement Duties

"Law enforcement duties" means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g); 19 TAC 89.1053(m), (n)

Further, Education Code 37.0021 does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:

1. The student possesses a weapon; and

2. The confinement is necessary to prevent the student from causing bodily harm to the student or another person.

For these purposes, "weapon" includes any weapon described under Education Code 37.007(a)(1). [See FNCG]

Education Code 37.0021(f)

Peace Officer or Security Personnel Use of Restraint or Taser

A peace officer performing law enforcement duties or school security personnel performing security-related duties on school property or at a school-sponsored or school-related activity must not restrain or use a chemical irritant spray or Taser on a student enrolled in fifth grade or below, unless the student poses a serious risk of harm to the student or another person [see FO defining Taser]. *19 TAC 89.1053(l)*

Confinement

A student with a disability who receives special education services may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique. *Education Code 37.0021(a)*

Seclusion

A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. *Education Code 37.0021(c)*

"Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and

2. Contains less than 50 square feet of space.

Education Code 37.0021(b)(2)

Restraint

"Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body. *19 TAC 89.1053(b)(2)*

The following provisions do not apply to the use of physical force or a mechanical device that does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced above does not include:

1. Physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
2. Limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
3. Limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the IEP as required by 34 C.F.R. 300.324(a)(2)(i) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
4. Seat belts and other safety equipment used to secure students during transportation.

19 TAC 89.1053(f)

Limitations on Use of Restraint

A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

1. Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
2. Restraint shall be discontinued at the point at which the emergency no longer exists.
3. Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
4. Restraint shall not deprive the student of basic human necessities.

19 TAC 89.1053(c)

Emergency "Emergency" means a situation in which a student's behavior poses a threat of:

1. Imminent, serious physical harm to the student or others; or
2. Imminent, serious property destruction.

19 TAC 89.1053(b)(1)

Training Training for school employees, volunteers, or independent contractors regarding the use of restraint shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(d).

Documentation In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the documentation and notification requirements set forth at 19 Administrative Code 89.1053(e).

A district shall report electronically to TEA, in accordance with standards provided by commissioner rule, information relating to the use of restraint by a peace officer performing law enforcement duties on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by commissioner rule for reporting the use of restraint involving students with disabilities.

Education Code 37.0021(i)

Time-Out "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

1. That is not locked; and
2. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.

19 TAC 89.1053(b)(3)

Limitations on Use of Time-Out A school employee, volunteer, or independent contractor may use time-out with the following limitations:

1. Physical force or threat of physical force shall not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or behavior improvement plan or behavioral intervention plan if it is utilized

on a recurrent basis to increase or decrease targeted behavior.

3. Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

19 TAC 89.1053(g)

Training Training for school employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(h).

Documentation Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP and/or behavior improvement plan or behavioral intervention plan. If a student has a behavior improvement plan or behavioral intervention plan, the district must document each use of time-out prompted by a behavior of the student specified in the student's behavior improvement plan or behavioral intervention plan, including a description of the behavior that prompted the time-out. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

19 TAC 89.1053(i)

Request Approval of Memorandum of Understanding Between the San Benito Consolidated Independent School District, the City of San Benito, and Cameron County

Superintendent's Recommendation:

The Superintendent recommends that the Board of Trustees approve the Memorandum of Understanding between San Benito CISD, the City of San Benito and Cameron County.

Rationale:

The purpose of this agreement is to establish an understanding and cooperation between San Benito CISD, the City of San Benito, and Cameron County during a mutual aid emergency event.

Paperwork Impact:

Please see attached Memorandums

Budgetary Information:

None

Resource Personnel:

Rene Flores Jr., Director of Safety and Security
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SAN BENITO

AND

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the City of San Benito, a municipal government, hereinafter referred to as "the City," and the San Benito Consolidated Independent School District, hereinafter referred to as "the School District," collectively referred to as "the Parties."

I. Purpose

The purpose of this MOU is to establish a cooperative agreement for the use of the School District transportation resources, specifically school buses and personnel, to transport individuals to a designated evacuation hub within or outside the City during a disaster or emergency declared by the Governor of the State of Texas, the Cameron County Judge, or the Mayor of the City of San Benito.

II. Scope

This agreement applies to situations in which the City requires additional transportation resources to evacuate residents due to natural disasters, industrial accidents, or other emergencies.

III. Authority

This MOU is authorized under:

- The Texas Disaster Act of 1975 (Texas Government Code, Chapter 418)
- Robert T. Stafford Disaster Relief and Emergency Assistance (42 U.S.C. §§ 5121-5207)
- Relevant local ordinances and interlocal cooperation agreements permitted under Texas Government Code, Chapter 791.

IV. Responsibilities of the School District

- Provide access to available school buses upon official request from the City's Emergency Management Coordinator or designee.
- Assign qualified bus drivers to operate school buses during evacuations, if available.
- Ensure buses are maintained in roadworthy condition and equipped with basic safety equipment.

- Coordinate with the City to determine pickup locations, evacuation routes, and drop-off points.

V. Responsibilities of the City

- Notify the School District promptly when the need for transportation assistance arises.
- Provide evacuation route maps, security coordination, and fuel or refueling assistance during operations.
- Ensure appropriate communication with emergency response agencies (e.g., police, fire, EMS) during evacuations.
- Reimburse the School District for reasonable expenses incurred, including staff time, fuel maintenance, insurance coverage, and wear and tear, subject to local funding availability or reimbursement through state/federal disaster assistance.

VI. Activation Protocol

The MOU may be activated under the following conditions:

- A disaster declared by the Governor of the State of Texas, County Judge, or the Mayor of the City of San Benito.
- The City Emergency Operations Center (EOC) formally requests School District support.
- Mutual confirmation between designated points of contact.

VII. Reimbursement and Cost Recovery

The City and the School District agree to work cooperatively to pursue reimbursement from all eligible sources, including but not limited to the Federal Emergency Management Agency (FEMA), the Texas Division of Emergency Management (TDEM), and any other applicable state or federal agencies.

- The Parties will share relevant documentation, invoices, personnel logs, and records necessary for filing claims.
- Each Party will designate a representative to coordinate cost tracking and reimbursement submissions.
- Recovered funds will be allocated proportionally based on the expenses incurred by each Party unless otherwise agreed.

VIII. Training and Exercises

The Parties will meet and collaborate on emergency drills or planning exercises involving student and community evacuations to ensure operational readiness.

IX. Duration and Termination

This MOU shall become effective upon signature by both Parties and shall remain in effect for one (1) year. This MOU will automatically renew for successive one (1) year periods unless terminated by either party with thirty (30) days written notice.

X. Amendments

This MOU may be amended at any time by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the undesigned parties have executed this Memorandum of Understanding to be effective as of August 19, 2025.

CITY OF SAN BENITO

BY: _____

Name: Ricardo Guerra

TITLE: Mayor

DATE:

ATTESTED BY: _____

NAME: Ruth McGinnis

TITLE: City Secretary

DATE:

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BY: _____

NAME:

TITLE:

DATE:

ATTESTED BY: _____

NAME:

TITLE:

DATE:

MEMORANDUM OF UNDERSTANDING

BETWEEN

CAMERON COUNTY

AND

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the Cameron County, a county government, hereinafter referred to as "the County," and the San Benito Consolidated Independent School District, hereinafter referred to as "the School District," collectively referred to as "the Parties."

I. Purpose

The purpose of this MOU is to establish a cooperative agreement for the use of the School District transportation resources, specifically school buses and personnel, to transport individuals to a designated evacuation hub within or outside the City during a disaster or emergency declared by the Governor of the State of Texas or the Cameron County Judge.

II. Scope

This agreement applies to situations in which the County requires additional transportation resources to evacuate residents due to natural disasters, industrial accidents, or other emergencies.

III. Authority

This MOU is authorized under:

- The Texas Disaster Act of 1975 (Texas Government Code, Chapter 418)
- Robert T. Stafford Disaster Relief and Emergency Assistance (42 U.S.C. §§ 5121-5207)
- Relevant local ordinances and interlocal cooperation agreements permitted under Texas Government Code, Chapter 791.

IV. Responsibilities of the School District

- Provide access to available school buses upon official request from the Counties Emergency Management Coordinator or designee.
- Assign qualified bus drivers to operate school buses during evacuations, if available.

- Ensure buses are maintained in roadworthy condition and equipped with basic safety equipment.
- Coordinate with the County to determine pickup locations, evacuation routes, and drop-off points.

V. Responsibilities of the County

- Notify the School District promptly when the need for transportation assistance arises.
- Provide evacuation route maps, security coordination, and fuel or refueling assistance during operations.
- Ensure appropriate communication with emergency response agencies (e.g., police, fire, EMS) during evacuations.
- Reimburse the School District for reasonable expenses incurred, including staff time, fuel maintenance, insurance coverage, and wear and tear, subject to local funding availability or reimbursement through state/federal disaster assistance.

VI. Activation Protocol

The MOU may be activated under the following conditions:

- A disaster declared by the Governor of the State of Texas or the County Judge.
- The County Emergency Operations Center (EOC) formally requests School District support.
- Mutual confirmation between designated points of contact.

VII. Reimbursement and Cost Recovery

The County and the School District agree to work cooperatively to pursue reimbursement from all eligible sources, including but not limited to the Federal Emergency Management Agency (FEMA), the Texas Division of Emergency Management (TDEM), and any other applicable state or federal agencies.

- The Parties will share relevant documentation, invoices, personnel logs, and records necessary for filing claims.
- Each Party will designate a representative to coordinate cost tracking and reimbursement submissions.
- Recovered funds will be allocated proportionally based on the expenses incurred by each Party unless otherwise agreed.

VIII. Training and Exercises

The Parties will meet and collaborate on emergency drills or planning exercises involving student and community evacuations to ensure operational readiness.

IX. Duration and Termination

This MOU shall become effective upon signature by both Parties and shall remain in effect for one (1) year. This MOU will automatically renew for successive one (1) year periods unless terminated by either party with thirty (30) days written notice.

X. Amendments

This MOU may be amended at any time by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates shown below

CAMERON COUNTY

BY: _____

Name:

TITLE:

DATE:

ATTESTED BY: _____

NAME:

TITLE:

DATE:

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BY: _____

NAME:

TITLE:

DATE:

ATTESTED BY: _____

NAME:

TITLE:

DATE:

Request Approval of the Memorandum of Understanding between San Benito CISD and Buckner Children and Family Services, Inc. for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Buckner Children and Family Services, Inc for the 2025-2026 school year.

Rationale:

Buckner-FAYS Program provides services to youth, 0-17 years of age, and their families in at-risk situations. Buckner-FAYS Program is designed to reduce family conflict, help with family support and skills and prevent the problems of a runaway, school attendance issues, and delinquent behaviors. We help youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to San Benito CISD and the surrounding areas, and provided through home visits, office visits, and school and community visits.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district.

Resource Personnel:

All Campus Principals
Sandra Romeros, Director of Counseling and Advanced Academics
Dilia Cornett, Assistant Superintendent of Academic Services
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

BUCKNER®
Hope shines here.®

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by **Buckner Children and Family Services, Inc. (Buckner)** through its Family and Youth Success (FAYS) program and **San Benito Independent School District**, for the sole purpose of providing FAYS Program services. All services will be provided free of charge to youth and families.

Buckner provides services to youth, 0 to 17 years of age, and their families in at-risk situations. **Buckner** is designed to reduce family conflict, help with family support and skills and prevent the problems of runaway, school attendance issues and delinquent behaviors. **Buckner** helps youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to **San Benito ISD** and the surrounding areas, and provided through home visits, office visits, and school and community visits.

Buckner will provide skills-based training weekly, or as scheduled, to qualifying youth and their families. These curriculums may be conducted in a group setting and/or after school and will be delivered and tailored to the needs of the school. Youth and their families will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communications skills and peer pressure refusal skills.

General Responsibility of **Buckner**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **San Benito ISD:**

- Provide student referrals,
- Provide class/school time for FAYS services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD player) for group skills training.

This MOU will be in effect from September 1, 2025, through August 31, 2026.

This MOU may be amended or modified in writing by either party, or terminated by either party, in writing, with at least 30 days notice before the termination.

Criselda Cuevas
Executive Director for the RGV
Buckner Children and Family Services, Inc.

San Benito ISD

Date:

Date:

Buckner Children and Family Services

FAYS Program
1713 E. Tyler, Suite. E
Harlingen, Texas 78550

Phone (956) 423-7909

www.buckner.org

REQUEST APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SAN BENITO CISD AND UNITED MIGRANT OPPORTUNITY SERVICES MIGRANT & SEASONAL HEAD START PROGRAM (UMOS -MSHS) FOR 2025- 2028 SCHOOL YEARS

Superintendent's Recommendation:

That the Board of Trustees approve the Memorandum of Understanding between San Benito CISD and United Migrant Opportunity Services Migrant & Seasonal Head Start Program for 2025-2028 school years.

Rationale:

The purpose of the Memorandum of Understanding is to promote a smooth and effective service delivery system for young children, starting at age 3. This agreement will establish guidelines for each agency to follow and reflects our commitment to increase collaboration among participating agencies. We wish to keep each other well informed, provide high quality services, reduce duplication of effort, and ensure migrant children eligible for early childhood special education receive a free and appropriate public education (FAPE) in the least restrictive environment (LRE) establish communication and shared leadership responsibilities at the local level to ensure resources are effectively utilize and guarantee cooperative arrangements. This agreement is not intended to be all-inclusive, however, it does serve as a framework for communication, program development, and service delivery.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district.

Resource Personnel:

Diana Atkinson, Director of Elementary Education
Ernesto Manriquez, Director of Special Services
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

Memorandum of Understanding between UMOS, Inc. (UMOS) Head Start program and San Benito CISD

Time period covered by agreement: August 1, 2025 – May 31, 2028

This Memorandum of Understanding (MOU) is made and entered into between UMOS, Inc, a Wisconsin non-stock corporation and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, with a principal office at 2701 South Chase Avenue, Milwaukee, Wisconsin 53207 and **San Benito CISD,** with a principal office at 240 North Crockett Street, San Benito, Texas 78586.

I. Purpose: This MOU aims to enhance service delivery for children 3-5.11years old by establishing guidelines for collaboration between UMOS, Inc. and **San Benito CISD**. It ensures high-quality services, reduces duplication, and considers family priorities. The MOU outlines service provision, guarantees free and appropriate public education (FAPE), in the least restrictive environment (LRE), and promotes effective resource utilization and cooperative arrangements.

II. Program Mandates:

- **Head Start Act of 2007:** Requires coordination with local schools for continuity of services, school readiness, and transition to pre-kindergarten.
- **Head Start Performance Standards:** Mandate coordination for children with disabilities, including training, Child Find, evaluation, IEP development, and transition activities.
- **Head Start:** Serves low-income families, with at least 10% of enrollment for children with disabilities. Families must migrate for agricultural work. Services are provided from August to May for children aged 6 weeks to 5.11 years. UMOS partners with LEAs for developmental and educational needs, including Child Find, placement, individualization, program planning, staff communication, and transition planning.

LEA Responsibilities:

- Provide services to preschool children, starting at age 3, with disabilities following the Individuals with Disabilities Education Act (IDEA 2004).
- Serve children within LEA boundaries.
- Ensure FAPE, develop and implement an Individualized Education Program (IEP), and provide related services to qualifying children.
- Place children in the least restrictive environment.
- Collaborate with community agencies.
- May share resources when possible and if mutually agreed upon.

UMOS Head Start Responsibilities:

- Serve eligible children in Texas.
- Recruit, enroll, and serve children aged 6 weeks to 5.11 years, and make available 10% of enrollment opportunities for children with disabilities.
- Screen all children for developmental milestones.
- Refer children with suspected disabilities for evaluation, with parental consent.
- Provide services per Head Start Performance Standards of Services to Children with Disabilities (45CFR 1302.6).
- Collaborate with community agencies.
- May share resources when possible and if mutually agreed upon.
- Provide LEA staff with Head Start eligibility criteria and selection priorities.
- Report children with disabilities in the annual Program Information Report (PIR).

Child Find: Federal and state laws require LEA's to locate and identify children with disabilities needing special education. Head Start is part of the referral network. Both LEA and Head Start will identify contact persons for requests and support, including summer contacts.

LEA Responsibilities:

- Invite relevant Early Intervention Agency and Head Start to relevant events as appropriate if requested and available.
- Share census data for Child Find.
- Distribute screening information and flyers.
- Offer training and technical assistance.
- Observe children in natural environments when possible.
- Provide bilingual services as needed.
- Participate in the referral network.
- Invite Head Start personnel and parents to staff development as appropriate if requested and available.
- Disseminate HeadStart information to eligible families.

UMOS Head Start Responsibilities:

- May invite LEA personnel to events as appropriate or if requested.
- Conduct initial developmental screenings.
- Gather ongoing developmental information through observation and assessment.
- With parent permission, share developmental information with LEA.
- Encourage parent involvement.
- Inform parents about LEA Child Find.
- May participate in Child Find activities upon request if available.
- Provide Spanish interpretation if needed.

Referral for Special Education Services: Head Start performs initial screenings and gathers developmental information to identify special needs.

LEA Responsibilities:

- Process screening requests promptly.
- Determine criteria for special education referrals.
- Provide eligibility and procedural guidelines.
- If a disability is indicated, the LEA will provide support and discuss learning interventions with the staff and/or parents.

UMOS Head Start Responsibilities:

- Conduct in-house staffing for suspected disabilities.
- With parental permission, submit screening requests to LEA.
- Submit immediate special education referrals if criteria are met.
- Complete LEA-specific forms if requested as part of referral process.
- Implement and document learning interventions.
- Can provide early intervening services before eligibility determination.

Provision of Special Education Services: If a child is identified with a disability, both programs will collaborate to support the child and family.

LEA Responsibilities:

- Write Individual Education Plans (IEPs).
- Provide bilingual services as needed.
- Invite Head Start to IEP meetings with parental permission.
- Share developmental information with Head Start.
- Visit Head Start settings to discuss child progress as appropriate and if requested.
- Share special equipment/services as appropriate if requested.
- Place children in the least restrictive environment.
- Coordinate facilities, transportation, and other elements.
- Provide IEP copies to Head Start for dually enrolled children.

UMOS Head Start Responsibilities:

- May participate in IEP meetings as requested.
- Offer support to parents in the IEP process.
- Collaborate with LEA special education staff as needed or requested.
- Develop and monitor goals that fall under goals as described in the IEP, and monitor progress toward these goals.
- As appropriate, may send personnel to LEA settings to discuss child progress, if child is dually enrolled in both programs.
- Offer Head Start classrooms as least restrictive environments.
- Outline eligibility criteria.
- May distribute and explain LEA activities to parents as requested.

Head Start and Alignment with K-12 Education: Head Start coordinates with local entities for preschool programs, supporting transitions to LEA.

LEA Responsibilities:

- Provide transition information to Head Start.
- Arrange school visits for Head Start classes.
- Attend Head Start parent meetings.
- Share HeadStart education program information.
- Help parents understand LEA services.
- Establish ongoing communication with UMOS.
- Participate in joint training and develop transition policies.
- Emphasize parental involvement in academic success.
- Attend Head Start Transition Conferences.

UMOS Head Start Responsibilities:

- May offer to collaborate with LEA to determine schedule for transition conferences in April/May if deemed necessary or as requested.
- Identify families benefiting from Transition Conferences.
- Encourage parent attendance at transition meetings.
- May invite LEA staff to the School Readiness Advisory Committee, as appropriate or if requested.
- Maintain communication with LEA for shared expectations.
- Educate parents and caregivers on the importance of involvement in their child's academic success.
- Provide Head Start flyers for LEA.
- May transfer program records to schools with parental consent.
- Support parents of limited English proficient children.
- Provide outreach and support to eligible families.

Training Opportunities: Both LEA and UMOS Head Start will coordinate and offer training opportunities for their employees.

LEA and UMOS Head Start responsibilities:

- May offer training and technical assistance for programs serving children with disabilities as appropriate or if requested.
- May share information on training and staff development opportunities as appropriate or if requested.
- May provide technical assistance to both agencies by distributing effective policies and activities related to the transition of children from UMOS to public schools, as appropriate or if requested.

General Provisions

UMOS Head Start Program has assigned the Early Intervention Manager at the Regional level to serve as the primary contact. This individual is Veronica Orozco, whose business office address is 110 South Salinas Boulevard, Donna, TX 78537, and email address is veronica.orozco@umos.org and mobile phone number is (956) 706-3085.

The **San Benito CISD** individual who is assigned as the contact person for this MOU is (Name), _____ (office address), _____(email), _____(phone). Child specific service coordination shall be directed to the assigned service coordinator. The parties agree to notify one another in writing within ten business days if their contact persons change.

Each party to this MOU will abide by State and Federal laws, including laws relating to confidentiality, privacy and data security.

This MOU will become effective once the authorized individual of each party has signed the MOU, and will remain effective through December 31, 2028, unless and until either party notifies the other party in writing that it wishes to terminate the MOU.

This MOU will be reviewed annually and may be modified by a written Addendum signed by the authorized representatives of each party to the MOU. This MOU may be terminated for convenience by either party upon seven days written notice to the other party.

Signatures Follow on Next Page

Velma Bazan Flores, Head Start Regional Director – REGION UMOS IV	***Date***
LEA Representative	***Date***
LEA Representative Printed Name	***Date***

Request Approval of the Memorandum of Understanding between San Benito CISD and The University of Texas at Rio Grande Valley TX Hybrid College Corps for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and The University of Texas at Rio Grande Valley TX Hybrid College Corps for the 2025-2026 School Year.

Rationale:

Approval requested of MOU with UTRGV which will allow placement of a college adviser at San Benito High School for an average of 20 hours per week during the 2025–2026 school year. The adviser will support 11th and 12th grade students with college admissions, financial aid, and enrollment guidance through in-person and virtual services.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district.

Resource Personnel:

Manuel Lopez, Principal, San Benito High School
Sandra Romeros, Director of Counseling/Advanced Academics
Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:

N/A

Memorandum of Understanding
The University of Texas Rio Grande Valley
San Benito Consolidated Independent School District

Dates of service: 09/01/2025 to 8/31/2026

I. Purpose

The University of Texas Rio Grande Valley (UTRGV), in conjunction with the Texas Higher Education Coordinating Board (THECB) and the College Advising Corps (CAC), shall initiate a program (the "Advise TX Hybrid College Advising Corps at The University of Texas Rio Grande Valley" or "Program") by which UTRGV will place near-peer, college hybrid, advisers to serve High School students in the San Benito Consolidated Independent School District (the District). The Program's advisers work in collaboration with school counselors, teachers, and administrators to increase college-going rates in the schools they serve. Advisers assist school counselors by providing in-person and virtual admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial-aid applications; and enroll successfully at the schools they eventually choose. Additionally, the Program offers students access to virtual advising services. These services use artificial intelligence, supported by the Program's hybrid advisers, to provide students with important college and career information through text-messaging. The program aims to increase the number of low-income, first-generation, and underrepresented students entering and completing higher education. The Advise TX Hybrid College Advising Corps at The University of Texas Rio Grande Valley is a constituent program of the College Advising Corps. https://collegeadvisingcorps.org/

This MOU sets forth the terms and conditions under which San Benito Consolidated ISD will permit UTRGV's Advise TX Hybrid College Advising Corps advisers to access and use student record data collected by San Benito CISD and the Program which contains Personally Identifiable Information ("PII"), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g (such PII is herein referred to as "FERPA Data"). San Benito CISD's disclosure of FERPA Data to the Program will be for the purposes of (1) UTRGV and College Advising Corps (CAC) and its designated external evaluation partner conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 ("the Audit and Evaluation exception") and (2) the Program and its advisers performing an institutional service or function for which the San Benito CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1)(i)(B)(1) ("the School Officials Exception").

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), San Benito CISD hereby designates the Advise TX Hybrid Advising College Advising Corps at UTRGV as a school official with a legitimate educational interest in the educational records of the students at San Benito High School to the extent that access to the records are required by the Advise TX Hybrid Advising College Advising Corps at UTRGV to carry out the Program.

II. Advise TX Hybrid College Advising Corps at UTRGV and the District Agree to:

1. Work collaboratively to develop and implement a program and services that (a) foster access to postsecondary education and (b) include relevant programming for all students in grades 11-12 who wish to participate and who work in good faith to do so.

2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review the UTRGV Advise TX Hybrid College Advising Corps program and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually

agreeable timelines for the implementation of the UTRGV Advise TX Hybrid College Advising Corps and services.

3. See the Adviser as a professional, well-trained resource for students around college access who will work in collaboration with school counselors to increase the number of low-income, first generation, and underrepresented students entering and completing higher education.

III. Advise TX Hybrid College Advising Corps at UTRGV Agress to:

1. Identify, recruit, and hire hybrid advisers as employees of UTRGV to serve San Benito High School for an average of 20 hours per week according to an agreeable work schedule for the adviser through August 31, 2026.

Generally, hybrid advisers will:

- Assist in fostering a college-going culture in the partner high school;
- Meet one-on-one and in groups, both virtually and in-person, with 12th grade students to help them research and identify multiple best-fit postsecondary institutions;
- Use the Virtual Advising System (AI – chatbot) provided by the College Advising Corps and its designated partner, to help 11th and 12th grade students get answers to questions, including but not limited to questions, about attending college and financial aid.
- Make classroom presentations on college planning, admissions, and financing processes;
- Assist with organizing campus tours to a variety of colleges so that 12th grade students can envision themselves as a college student and determine what type of institution is a "best-fit";
- Assist with organizing campus visits from college representatives and ensure that students participate;
- Assist with organizing college fairs at the schools and assist with coordinating travel for students to off-site college fairs;
- Assist students with FAFSA/TASFA completion so they meet deadlines to qualify for financial aid and scholarships;
- Help students access SAT/ACT registration fee waivers and assist them with SAT/ACT registration;
- Help students complete admissions and scholarship applications and admissions essays;
- Advise and provide college preparation, application, admission, and enrollment information to family members;
- Assist with organizing college-planning workshops for students and families, focusing on financial literacy and budgeting-for-college;
- Assist with organizing events to celebrate college-going (e.g., College Decision Day);
- Participate in intensive pre-service training;
- Participate in monthly and other required training throughout the year; and
- Focus strictly on college advisement to the exclusion of any other types of counseling, case management etc.

2. Provide necessary and ongoing training, support, and professional development to each UTRGV Advise TX Hybrid College Advising Corps adviser that will allow the adviser to fulfill his or her responsibilities to San Benito High School and its students.

3. Employ a Program Director at UTRGV who will:
   a. Supervise each adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement;
   b. Work closely with the on-site high school liaison assigned by the San Benito High School to ensure that the relationship between each adviser and San Benito High School remains strong and that each adviser is effectively assisting the school counselor(s) in serving students and advancing

the goals of UTRGV Advise TX Hybrid College Advising Corps
c. Meet with school-level post-secondary leadership teams;
d. Engage in regular dialogue with school teams around strategic collaboration and to assess progress towards the goals;
e. Re-evaluate the work plan and make adjustments as needed but at least on an annual basis;
f. Serve as the main liaison between the principal of San Benito High School and UTRGV Advise TX Hybrid College Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met;
g. Work with the on-site supervisor to establish a mutually agreeable work schedule for each adviser;
h. Visit the school at least twice per academic year.

4. Remain open and available to address any issues or concerns that may arise.

5. Share relevant data and research with the School, as the School may request.

6. Pay the salary of the adviser, as well as any benefits that may be provided, and manage the administration of salary and benefits.

7. Work in good faith to develop funding that will sustain the partnership between the Advise TX Hybrid College Advising Corps at UTRGV and the School beyond the current term.

8. Keep any and all student-level data provided by San Benito High School and collected by the program strictly confidential, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena. A basic set of data security procedures, which are generally used to protect personally identifiable information, will be utilized by the program. These procedures include:
   - Informing program staff of data sensitivity and data safeguards being employed and following all required UTRGV data security procedures when handling or transferring data.
   - Restricting access to shared file spaces, by restricting online access to program staff members.
   - Restricting access to files stored on staff members' computers via encryption and password protection.
   - Ensure data security procedures when handling or transferring data to College Advising Corps and its designated external evaluation partner.

9. Ensure that UTRGV Advise TX Hybrid College Advising Corps staff participate in necessary fingerprinting and criminal background check per the District's policy.

10. UTRGV Advise TX Hybrid College Advising Corps, as part of the College Advising Corps ("CAC") network and in partnership with Texas Higher Education Coordinating Board Advise Texas program, shall provide students advised by UTRGV ("Students") with access to and the opportunity to use virtual advising service. These services utilize a nudge-based chatbot to provide post-secondary planning reminders, resources, and information (the "Chatbot"), provided the Student, if over the age of eighteen (18) ("Non-minor Student"), or Student's parent/guardian, if the Student is under the age of eighteen (18) ("Minor Student") consents to the use of the Chatbot. This virtual advising service (Chatbot), uses artificial intelligence, only communicates and provides information regarding post-secondary planning. It utilizes NLP (Natural Language Processing) and is an intent-based bot with predefined templates and responses for communicating with Students, which reduces the likelihood of generating misleading or inaccurate information.
    - UTRGV contracts with CAC for Chatbot administration and content development. CAC contracts with its third-party service provider, AdmitHub PBC, d/b/a Mainstay ("Mainstay"), for technical administration of the chatbot, subject to Mainstay's policies set out at: https://app.vanta.com/mainstay/trust/wr8v877e60dbye7rwv7wgb/monitoring#INFRASTRUCTU

RE_SECURITY.

- All parties comply with, and will continue, for the term of the contract, to comply with all applicable federal and state privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and relevant state student data protection laws. The Providers shall:
  - Collect only the minimum student data necessary to provide the services;
  - Use student data solely for educational purposes, including, without limitation, any "legitimate educational interest" of the Providers pursuant to FERPA and not for advertising, marketing, or any commercial purposes;
  - Not sell, lease, or otherwise disclose student data to third parties without written consent from the District, Non-minor Students, or the parents/guardians of Minor Students to whom the student data pertains, and/or as otherwise legally required;
  - Implement appropriate administrative, physical, and technical safeguards to protect the security, integrity, and confidentiality of student data.
- CAC, by separate agreement with UTRGV, is responsible for notifying parents/guardians and students and obtaining consent from Non-minor Students or the parents/guardians of Minor Students for access to and messaging with the Chatbot. If requested, in writing by the District, CAC shall provide the District with documentation describing the Chatbot's function, data handling practices, and consent requirements to support the effort of providing the Chatbot to Students. Currently, consent is obtained by Non-minor Students or the parents/guardians of Minor Students opting in to use the Chatbot, and Students may opt out at any time.
- The Chatbot is only accessible through text messaging on a Student's cell phone. UTRGV Advisers may view messages between a Student and the Chatbot in CAC's data management system, GRACE.
- The Chatbot integrates advanced content filtering and moderation systems to prevent the generation of inappropriate, offensive, biased, or harmful content. The Provider of the Chatbot adheres to ethical guidelines and principles to ensure responsible Artificial Intelligence ("AI") development, training, and use. This includes transparency in the AI's training, capabilities, and limitations, as well as informing users when they are interacting with a chatbot. The Provider agrees to maintain content and Chatbot responses that are age-appropriate, accurate (to the best of the Provider's knowledge), and aligned with District policies and educational standards.
- The Chatbot shall not engage in or promote inappropriate, discriminatory, illegal, or harmful content.

IV. The District agrees to:

1. Welcome each adviser and work actively to facilitate the partnership between UTRGV Advise TX Hybrid College Advising Corps and services and any college-access, admissions, or financial-aid advising already present at High School.

2. Treat each adviser as a member of the San Benito High School team with participation in post-secondary committee planning team meetings.

3. Supply Advise TX Hybrid College Advising Corps at UTRGV (including its advisers and project staff) reasonable access to school rosters with student-level data (at a minimum: name, date of birth, background characteristics, school course schedule, year of graduation) for the purposes of in-person and virtual advising, grant reporting, and program evaluation with the understanding that such data will be kept strictly confidential by the Advise TX Hybrid College Advising Corps at UTRGV, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena. All results of data analysis will be reported in aggregate and no individual student will be identified.

4. Allow Advise TX Hybrid College Advising Corps at UTRGV to provide access to student-level data to College Advising Corps (CAC) and its external evaluator, for purposes of program evaluation and ongoing program improvement.

5. Allow Advise TX Hybrid College Advising Corps at UTRGV to provide access to student-level directory information as consistent with FERPA and the FERPA provisions in this MOU to College Advising Corps (CAC) and its external partner, for purposes of delivering virtual college advising services (Chatbot) using artificial intelligence, supported by the program adviser, to help students plan for enrolling in college.

6. Supply Advise TX Hybrid College Advising Corps at UTRGV (including its advisers and project staff) with beginning-of-the-year administrative data that schools must report to their state department of education, including enrollment counts by grade and school-level aggregated student demographics for sex/gender and race/ethnicity and allow the Program to share the data with CAC.

7. Supply Advise TX Hybrid College Advising Corps at UTRGV (including its advisers and project staff) with the prior year cohort's roster of graduated seniors that includes full name and date of birth and allow the Program to share with CAC in order for CAC to submit the prior year cohort's roster of graduated seniors to the National Student Clearinghouse to measure students' post-secondary enrollment outcomes for purposes of program evaluation and ongoing program improvement.

8. Allow each adviser to collect data using CAC's data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.

9. For the purposes of accurate advising, grant reporting, and program evaluation, provide advisers direct login and access to multiple student and school information systems including but not limited to the following: DMAC; Kuder, Email, Remind, College Board's K12 Educator Portal, etc. Access is provided with the understanding that such data will be kept strictly confidential by the UTRGV Advise TX Hybrid College Advising Corps program, in accordance with applicable District, local, state, and federal law, except as may be required by law or regulation or under subpoena. If any of the listed systems are replaced or systems are expanded or changed during the time of this agreement, advisers will be granted access to the new systems as well.

10. Designate an on-site supervisor for each school, who will:

    a. Serve as each UTRGV Advise TX Hybrid College Advising Corps adviser's primary liaison and supervisor (within the limitations of this agreement) within San Benito High School, facilitating each adviser's integration into the life at San Benito High School and providing appropriate supervision, leadership, advice and counsel;
    b. Work with the school site administration and staff to ensure each adviser has all the necessary access to complete the tasks toward the goals outlined in this agreement;
    c. Work with the Advise TX Hybrid Program Director to review and approve adviser weekly timesheets to ensure accuracy and in accordance with AmeriCorps requirements.
    d. Work closely with the UTRGV Advise TX Hybrid College Advising Corps' Program Director to ensure that the relationship between each adviser and San Benito High School remains strong and that each adviser is effectively serving students and advancing the goals of the UTRGV Advise TX Hybrid College Advising Corps;
    e. Provide input regarding each adviser's contributions and participate in adviser's annual evaluation;
    f. Work with the Program Director to establish a mutually agreeable work schedule for each adviser;
    g. Meet with school-level post-secondary leadership teams;

h. Engage in regular (monthly, etc.) dialogue with school teams and Program Director around strategic collaboration and assess progress towards goals.
i. Re-evaluate the work plan and make adjustments as needed but at least on an annual basis;
j. Serve as the main liaison between the principal of San Benito High School and UTRGV Advise TX Hybrid College Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met.

11. Communicate clearly, both to each adviser and to the Program Director, any policies and procedures with which the adviser is expected to comply. If there are any issues with performance or misconduct by an adviser, the District shall notify UTRGV Advise TX Hybrid College Advising Corps immediately as the adviser's employer. UTRGV Advise TX Hybrid College Advising Corps will take the requisite steps for disciplinary action, depending on the severity of the situation and in compliance with mandatory reporting laws, with the District's input but in UTRGV Advise TX Hybrid College Advising Corps' sole and ultimate discretion. The school or onsite liaison will not act to discipline, change the job description or duties, or suspend an adviser without the previous written consent of UTRGV Advise TX Hybrid College Advising Corps, except in cases where required for immediate child safety issues. And in such cases, the liaison or district will contact the Program Director immediately. The District has the authority to determine whether an adviser can remain on its campus serving District students.

12. Contribute to and participate in the delivery of UTRGV Advise TX Hybrid College Advising Corps training, as appropriate.

13. Provide access to student schedules, either electronically or in hard copy, for the purposes of effectively advising students.

14. Provide assistance to advisers with administering Advise TX Hybrid CAC surveys of high school students.

15. Provide dedicated and appropriate working/meeting space for each adviser, including a computer with internet access and ready access to phone and voicemail, fax, photocopier, printer and sufficient office supplies.

16. Provide each adviser with a comprehensive orientation to San Benito High School, with introductions to key administrators, teachers, and staff, as well as an overview of the mission and culture of the school. Introduce each adviser or provide opportunities to introduce him/herself to the entire student body en masse.

17. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications including suggesting the replacement of a counselor or counseling position with an adviser.

18. Ensure that a misassignment does not occur by requiring the role of an adviser to be an assistant to the credentialed school counselor, and that the credentialed counselor maintains responsibility for his/her caseload of students.

19. Ensure the Adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc.).

V. Term:

The participating parties agree to the terms outlined above beginning upon execution and terminating on August 31, 2026 ("Term").

VI. Contact Information

The parties listed below will serve as the central point of contact for this MOU. Either party may change points of contact by giving written notice.

1. The contact person for UTRGV Advise TX Hybrid College Advising Corps is:

   Name and title: Carlo Tamayo, Associate Director of Outreach
   Address: One West University Blvd.; BMAIN 1.100; Brownsville, TX 78520
   Phone: 956-882-3814
   Email: carlo.tamayo@utrgv.edu

2. The contact person for San Benito Consolidated Independent School District

   Name and title: Sandra Romeros, Director for Counseling and Advanced Academics
   Address: 240 N. Crockett St., San Benito, TX; 78586
   Phone: 956-361-6245
   Email: sromeros@sbcisd.net

VII. Miscellaneous Provisions

1. Severability. If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

2. Legal Compliance and Right to Audit. The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's office to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

3. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the laws of the State of Texas; (2) to extend the liability beyond such liability provided for in the Texas Constitution and the laws of the State of Texas; or (3) as a waiver of any immunity recognized by the courts and the laws of the United States.

4. Governing Law. This Agreement is construed under and in accordance with the laws of the State of Texas. Venue will be in Hidalgo County, Texas.

5. Dispute Resolution. The Parties shall work together in good faith and in a timely manner to resolve any disputes that might develop pursuant to the Program under this Agreement. The dispute resolution process provided in Chapter 2260 of the Texas Government Code, and the related implementing rules adopted by the Texas Attorney General, shall be used by Parties to attempt to resolve any claim for breach of contract.

6. Amendments. This Agreement constitutes the entire agreement between the Parties relative to the subject matter, and may only be modified or amended by a written agreement signed by all Parties.

7. Termination. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party.

   UTRGV may also terminate or cancel this Agreement without penalty to UTRGV if Program funding should become reduced, depleted, or otherwise unavailable during the term of the Agreement.

This Agreement is entered into and agreed upon by:

The University of Texas Rio Grande Valley

_____ _____

Luis H. Zayas, Ph.D.
Provost and Executive Vice President
for Academic Affairs

Date

_____ _____

Dr. Christine Shupala
Vice Provost for Institutional Accreditation,
Program Development, and Analysis

Date

Reviewed by UTRGV Legal: _____

UTRGV Contract ID: _____

San Benito Consolidated Independent School District

_____ _____

[Signer's name], [Signer's title]

Date

Request Approval of the Memorandum of Agreement between San Benito CISD and Region One Education Service Center EdSpire TSI Services for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Agreement between San Benito CISD and Region One Education Service Center for EdSpire TSI services for the 2025-2026 school year.

Rationale:

This agreement establishes continued collaboration between San Benito CISD and Region One Education Service Center to provide EdSpire, a web-based data management and reporting platform. The system will support teachers and administrators in tracking student performance, assessment data, and college readiness indicators such as TSI, ACT, SAT, and AP progress.

The service includes annual licensing, system maintenance, data security, and on-site training, ensuring operational efficiency and improved data-driven decision-making.

Paperwork Impact:

Minimal

Budgetary Information:

CCMR Funds: $7,709

Resource Personnel:

Gracie Martinez, Principal, Veteran's Memorial Academy
Manuela Lopez, Principal, San Benito High School
Ruben Martinez, Director of PEIMS
Sandra Romeros, Director of Counseling/Advanced Academics
Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 ◆ Ph (956) 984-6000 ◆ Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

Memorandum of Agreement for Region One Education Service Center with

San Benito CISD

This Memorandum of Agreement ''Agreement'' is entered into by and between Region One Education Service Center (hereinafter Region One ESC) and San Benito CISD (''Participating District'').

The purpose of the Agreement is to provide professional development services to Participating District in the areas of software and database development.

WITNESSETH:

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with ESCs; and

WHEREAS, the Participating District desires to purchase certain support services; and

WHEREAS, Texas Education Code 8.002 permits regional education service centers, at the discretion of the commissioner of education, to provide services to assist schools in increasing efficiency and effectiveness of school operations (TEC 8.002). Authority for such services is granted under Texas government Code 791.001 et seq, as amended.

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

Term of Contract:

The term of the agreement is <<09/01/2025>> to <<10/31/2026>>

2. Termination of the Contract:

Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fifteen (15) calendar days prior to the date of termination. In the event of termination Region One ESC shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay Region One ESC that amount.

3. Role of Region One ESC:

Scope of work:

Provide EdSpire via hosted online subscription to assist teachers, schools and school districts in tracking, storing, monitoring, reporting and organizing student performance data and in tracking, storing, monitoring, reporting and organizing student and teacher progress. See term of contract for subscription time frame. First time converts are allowed up to three months grace time for initial conversion time, training, and setup. One day of physical on-site training will also be included at no cost.

Region one or its designated software partner is responsible for all maintenance including:

- Web server maintenance
- SSL Encryption
- System bandwidth
- Database server maintenance
- Database disaster recovery
- System high availability

If major modifications are required, a formal agreement can be drafted.

4. Role of Participating District:

When appropriate, Participating District should provide the materials, supplies, hardware/network support, and maintenance needed for the technical support specialist to complete the assigned task.

5. Costs:

District will be invoiced on an annual basis.

Annual Subscription Breakdown

Web-based Applications (2025-26)

Please check the desired products and services.

Chore Packages		
Yes ☐ No ☑	Accountability $750 per campus	$0
Yes ☐ No ☑	Instructional $750 per campus	$0
Addon Packages		
Yes ☑ No ☐	TSI/ACT/SAT/AP Tracker* $700 per campus (2)	$1,400
Yes ☐ No ☑	Goal Setting Engine - $250 per campus	$0
Yes ☐ No ☑	HB 1416 Tracking - $250 per campus	$0
Yes ☐ No ☑	Group Sharing - $250 per campus	$0
Yes ☐ No ☑	Assessment Design Lab - $2,000 per district	$0
Per Student Services		
Yes ☑ No ☐	TSI/ACT/SAT/AP Tracker* ($2.25*2804)	$6,309
	EdSpire Annual Subcription Fee:	$7,709
	Total 2025-26 Fee:	$7,709

6. Limitation of Liability:

To the extent allowed by law, San Benito CISD agrees to indemnify, defend and hold harmless the Region One ESC, directors, officers, and employees from and against any losses, or damages that may occur due to Region One ESC carrying out the agreed upon services as specified in this contract.

Authorization	
San Benito CISD	**Region One ESC**
Superintendent or Designee Signature	**Signature**
Name: Alfredo Perez	**Name:** Dr. Daniel King
Title: Superintendent of Schools	**Title:** Executive Director
Date: August 13, 2025	**Date:**
Email: sromeros@sbcisd.net	**Email:** dking@esc1.net
Phone: 956-361-6100	**Phone: (956)984-6001**
Contact Person: Sandra Romeros	

Request Approval of the Academic Agreement between San Benito CISD and Texas Southmost College (TSC) for the 2025-2026 School Year

Superintendent's Recommendation:
The Superintendent recommends to the Board of Trustees to approve the Academic Agreement between San Benito CISD and Texas Southmost College (TSC) for the 2025-2026 School Year

Rationale:
This agreement supports a continued partnership with TSC, allowing SBCISD high school students to earn dual credit through college-level coursework. The program increases college access, promotes college readiness, and supports a smooth transition into postsecondary education. It also provides financial benefits through waived tuition and fees, maintains compliance with state and federal regulations, and ensures academic quality through a collaborative framework.

Paperwork Impact:
Minimal

Budget:
CCMR Funding

Resource Personnel:
Gracie Martinez, Principal, Veteran's Memorial Academy
Manuela Lopez, Principal, San Benito High School
Sandra Romeros, Director of Counseling/Advanced Academics
Dilia Cornett, Assistant Superintendent of Academics

Board Policy Reference and Compliance:
N/A

ACADEMIC AGREEMENT

between
Texas Southmost College
and
San Benito Consolidated Independent School District

Pursuant to the rules of the Texas Higher Education Coordinating Board as set forth in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D; and Chapter 9, Subchapter H, *Texas Southmost College (TSC)* (hereinafter "College") and the *San Benito Consolidated Independent School District (SBCISD)* (hereinafter "School District"), hereby enter into a partnership in which TSC agrees to collaborate with SBCISD to provide academic and technical instruction to eligible students of the San Benito School District for award of high school credit, college certificate and/or Associate Degree credit (hereinafter "Dual Programs"). If a School District offers dual courses as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter G, Rule 4.153., **Purpose of Academic Agreement and Incorporation of the Dual Programs Manual**

The purpose of this Academic Agreement (hereinafter "Agreement") is to memorialize the terms of the Dual Programs entered into by the Parties, and to outline the roles and responsibilities of each party to comply with all laws, rules, and regulatory guidelines pertaining to the Dual Programs. This Agreement is intended to facilitate cooperation between TSC and the School District in implementing this Dual Programs, and shall be construed to ensure compliance with all applicable state and federal laws and rules by the Parties at all times.

The terms of the TSC Dual Programs Manual (hereinafter "Manual") are hereby incorporated as expressly provided by this Agreement. In addition, applicable terms of the Manual shall apply to the Program to the extent that they do not conflict with the express terms of this Agreement.

1. **Goals of the Dual Program**

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), TSC and the SBCISD jointly agree to establish and support the following goals for the dual programs, in alignment with the goals established by the State of Texas:

a. **Goal 1:** TSC and the SBCISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of the dual programs, including enrollment and fee policies, including the following:

i. TSC and the SBCISD will collaborate to host information sessions for students and parents concerning dual programs opportunities, benefits and cost.
ii. TSC and the SBCISD agree to maintain the most current information on their respective webpages concerning the dual programs, including enrollment and fee policies.

iii. TSC agrees to provide appropriate training to the high school and middle school counselors of the SBCISD on all pertinent aspects of the dual programs at least once each academic year.
iv. TSC and the SBCISD agree to collaborate on the marketing of the dual programs, and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the programs.
v. The parties jointly agree to maintain documentation summarizing the collaboration and outreach efforts of TSC and SBCISD such that it will be readily available and to post it as appropriate.

b. **Goal 2:** TSC and the SBCISD will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, TSC and the SBCISD agree to collaborate to jointly monitor the following quality indicators:
    i. Analysis of measures for enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
    ii. Student enrollment in postsecondary education after high school.
    iii. Time to degree completion.
    iv. Semester credit hours to degree.

c. **Goal 3:** TSC and the SBCISD will strive to ensure that all dual programs students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
    i. Analysis of measures for enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
    ii. Student enrollment in postsecondary education after high school.
    iii. Time to degree completion.
    iv. Decrease in excess number of semester credit hours beyond required hours to degree completion.

d. **Goal 4:** TSC and the SBCISD will collaborate to ensure that the quality and rigor of dual programs courses are equivalent to college courses to ensure student success in subsequent courses. In support of this goal, TSC and the SBCISD agree to jointly monitor student performance in subsequent course work.

2. Eligible Courses

a. In accordance with Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, TSC may offer the following types of courses for dual programs:
    i. Courses that are in TSC's Core Curriculum (available on the TSC website);
    ii. Courses in an active field of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.823) or program of study curriculum (developed by the Texas Higher Education Coordinating Board under Section 61.8235);
    iii. Career and Technical Education (CTE) courses that apply to any certificate or associate's degree offered by the institution providing credit

including: (a) Courses contained in the Workforce Education Course Manual (WECM); and (b) Courses within the following rubrics contained in the Lower Division Academic Course Guide Manual (ACGM): ACCT (Accounting); AGRI (Agriculture); ARCH (Architecture); BCIS (Business Computer Information Systems); BUSI (Business); COSC (Computer Science); CRIJ (Criminal Justice); ENGR (Engineering); HORT (Horticulture);

iv. All courses taken by students who are enrolled in approved Early College High Schools with the exception of physical education courses taken by high school students for high school physical education credit; and
v. Foreign language courses.

b. Academic transfer courses must be identified as college-level academic courses in the current edition of the Texas Higher Education Coordinating Board's (THECB) Lower Division Academic Course Guide Manual (ACGM), must be in the approved course inventory of TSC, and must be approved for dual programs by TSC.

c. Technical dual programs courses must be identified as college-level workforce education courses in the current edition of the Texas Higher Education Coordinating Board's (THECB) Workforce Education Course Manual (WECM), must be in the approved course inventory of TSC, and must be approved for dual programs by TSC.

d. Neither remedial, developmental, or upper-level course work can be offered for dual credit.

3. Student Eligibility

a. Only School District students who meet the applicable eligibility requirements as per Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D Rule 4.85 to participate in academic or technical courses that qualify for dual programs from both the San Benito School District and TSC may be enrolled in Dual Programs. Students eligible will begin the dual program no earlier than the Fall of their 9th grade year. Rules governing admissions and eligibility criteria are contained in Section II of the Dual Programs Manual.

b. Students are only eligible to receive a tuition/fee waiver for a maximum of 69 credit hours.

c. Dual programs students may only take courses which are listed in the programs of study for their declared majors, to include any required prerequisites or co-requisites. However, students declared in Associate of Applied Science degree programs may take at least 15 semester credit hours (SCH) of general education courses. Courses must be selected from the following areas and must include at least 3 SCH in each Foundational Component area of the Texas Southmost College core curriculum:
    i. Humanities/Fine (Creative) Arts
    ii. Social/Behavioral Sciences
    iii. Natural Sciences/Mathematics

4. Location of Class and Class Composition

Dual programs courses may be taught on the TSC or SBCISD high school campus or online. Dual programs courses taught at the SBCISD high school campus shall comply with the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter E.

5. Courses in dual programs may include only dual program students or both dual program and college credit students. **Faculty Qualifications, Selection, Supervision, and Evaluation**

a. TSC shall select, supervise, and evaluate instructors of dual programs courses using the same or comparable procedures used for faculty at the main campus.

b. Dual programs courses may be taught only by a qualified instructor who possesses the credentials and qualifications to teach in the discipline as determined by TSC DBA (Local) policy.

c. Instructors teaching dual programs courses shall be either:
   i. Regularly employed TSC faculty members (hereinafter "College Faculty Members"); or
   ii. Teachers employed by the School District who meet the credentialing and qualification standards established by TSC to select faculty responsible for teaching the equivalent course at the TSC main campus (hereinafter "Dual Programs Adjunct Faculty").

d. TSC will ensure that all full-time and adjunct College Faculty Members have passed state and national criminal background checks prior to authorizing them to teach dual programs courses.

e. Dual Programs Adjunct Faculty are expected to comply with responsibilities outlined in Section III of the Dual Programs Manual, as well as the reasonable requests of their respective department chairs.

f. The School District will allow release time from school district duties in order to allow Dual Programs Adjunct Faculty to attend up to two (2) scheduled professional development days per academic year. The College will reimburse the district for costs associated with arranging substitute teachers to cover instructional time, as necessary.

g. Dual Program Adjunct Faculty will be evaluated by their respective TSC Department Chairs or Deans a minimum of once per academic year, in the same manner that all TSC faculty are evaluated. Results of the evaluation will be shared with the evaluated instructors and will be provided to the School District upon request.

h. Initial approval to teach does not guarantee that a Dual Programs Adjunct Faculty member will automatically be approved to teach in subsequent semesters. Approval to teach dual programs courses is subject to the professional discretion of the Department Chair and Divisional Dean responsible for the courses in question.

6. Course Curriculum, Instruction, Grading, and Materials

a. Designated personnel of each party shall be responsible for monitoring the quality of instruction to assure compliance with this Agreement and all applicable standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Texas Southmost College, and the School District, as applicable.

b. Each institution is responsible for ensuring the academic integrity of dual programs courses by fulfilling all course requirements and agreements. In compliance with TAC Section 4.85(f), TSC shall ensure that a dual programs course and the corresponding course offered at the TSC campus are equivalent with respect to curriculum, instruction, and method/rigor of student evaluation.

c. Dual Programs Adjunct Faculty are expected to adhere to the departmentally-approved syllabus for each dual programs course taught to ensure that the course taught for dual programs is the same as that offered on the TSC main campus.

d. Textbooks must be college-level texts approved by TSC prior to use. College-approved textbooks purchased by the School District may be used for a minimum of three (3) years from the date of initial purchase. Textbooks required for a dual programs course may not be shared among multiple students, and students must be allowed to use them both in and out of class, as would any College student studying at the TSC main campus.

e. All instructors teaching dual programs courses must adhere to the grading system published in the TSC Catalog when assigning course grades in the TSC Online system.

f. The provisions of Section III of the Dual Programs Manual, Instruction, include additional applicable provisions that will apply to course curriculum, instruction, grading and materials for each class taught.

7. Enrollment Including Admissions and Registrations

The School District will designate one person who shall be responsible on its behalf for the coordinating and tracking of students' admission applications and requirements, as well as registration procedures, to ensure that admission and registration occur in accordance with the established deadlines set forth by the academic calendar provided by TSC. The individual will collaborate with TSC's High School Programs and Services Office on all issues regarding admissions, enrollment, monitoring, withdrawals, grading, and reporting.

- 5th Year ECHS & 6th Year PTECH High School Dual Program Continued Enrollment as per Texas Administrative Code (TAC) §102.1091, Chapter 102 Educational Programs, Subchapter GG, Commissioner's Rules Concerning Early College High Schools

8. Awarding of Credit and Student Withdrawals

a. College credit awarded for dual programs courses shall be transcribed upon a student's completion of the course/s in which the student is enrolled each semester.

b. Additions, drops, and withdrawals for dual programs courses will be processed using the guidelines set forth in Section II of the Dual Programs Manual and by the applicable date published in the academic course schedule for the semester.

9. Provision of Student Learning and Support Services

a. Dual programs students will be given access to the same academic and support services and resources as are available to other TSC students enrolled in corresponding courses on the TSC campus. Students must provide digital student ID to access on campus services and use TSC issued credential for online services.

b. A brief description of the academic support and guidance available to dual programs students follow:
    i. Advising: Dual programs students may arrange to meet with a college Navigator virtually, on campus, and/or designated high school campus for information regarding various programs of study.

    ii. Counseling: Confidential counseling with a full-time licensed professional counselor is available by appointment to dual programs students virtually or on TSC campus.

    iii. Tutoring Services: Dual programs students have access to tutoring: (a) face-to-face with TSC peer tutors and (b) 24/7 online tutoring via an online tutoring platform. In addition to tutoring services, dual programs students also have access on campus to computers, calculators, charging stations, study rooms, and printing services.

    iv. Library Resources: Dual programs students have full access to the TSC Digital Library via www.tsc.edu/library/. This web page provides access to thousands of scholarly journals and e-books, all available to the TSC community 24/7 from any location worldwide. There is also a physical location on campus for library resources which offers computers for student and faculty use, group and quiet study, printing, research assistance, technical aid and more.

10. Funding Provisions

a. In order to make the attainment of college credit as accessible as possible for students and their families, tuition and lab fees, as applicable, for all School District students who are accepted for enrollment in Dual Programs will be waived by TSC.

b. The School District will be responsible for the following non-course-based fees:

i. Fees for liability insurance required by certain programs, as identified in the Dual Programs Manual
ii. Testing fees for certain national and state-level industry certification exams (e.g., ASE, ICAR, EPA, etc.) embedded in Career and Technology courses
iii. Instructor fees when TSC provides the faculty for the dual programs course
iv. Mileage reimbursement paid to a TSC Instructor who travels to the designated high school to teach dual programs course(s) (based on GSA mileage rate).
v. The cost of supplying all textbooks and instructional supplies required for use in dual credit courses will be the responsibility of the School District
vi. Lab consumables required for use in a dual programs course will be the responsibility of the School District when the dual programs course/lab is offered on the TSC campus. Requests to waive lab consumable fees by (SBCISD) may be approved by the President on a case-by-case basis.
vii. Commencement expenses such as stoles, and other memorabilia requested by the SBCISD.

c. TSC will be responsible for the following costs:
    i. Unless otherwise agreed in writing and signed by both parties, TSC will pay a stipend of $600 per lecture class section and $200 per lab section taught by a SBCISD Dual Programs Adjunct Faculty member for class sections that meet the minimum enrollment levels set forth in Section III of the Dual Programs Manual. Enrollment levels shall be determined using the class enrollment as of the applicable TSC Census Date.
    ii. TSC shall be responsible for payment of all TSC College Faculty Members who teach a dual programs course.

d. 30 days prior to the start of each semester, the Parties shall agree in writing as to:
    i. If an instructor is or is not available to teach each dual programs class section during each semester offered as a Dual Programs course pursuant to this Agreement, and
    ii. Any additional expenses to be assumed by the SBCISD for any class section to be taught for that semester.

11. Academic Policies

All academic policies applicable to TSC courses apply to dual programs courses.

12. Family Educational Rights and Privacy Act and Nondiscrimination

For the purpose of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSC hereby designates the School District as a college official with a legitimate educational interest in the educational records of the Students who participate in the Dual Programs to the extent that access to the records are required by the designated personnel at the School District to carry out the Program; and the School District hereby designates TSC as a school official with a legitimate educational interest in all educational records of the Students who participate in the Dual Programs to the extent that access to the records are required by the designated

personnel at TSC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

The School District and TSC commit to fostering a diverse environment that is free from discrimination. Neither shall discriminate against any individual on the basis of race, color, sex, pregnancy, religion, national origin, citizenship status, disability, age, marital status, veteran or military status (including disabled veterans, Vietnam-era veterans or recently separated veterans), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable local, state and federal laws, including protections for those opposing discrimination or participating in any allegation process on campus. TSC is committed to upholding this policy to be sure it does not violate any local, state, or federal laws including but not limited to Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as well as TSC policies. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or TSC or School District policies.

The School District agrees that, during the performance of this agreement, students (and employees) shall not be subjected to any form of discrimination based on sex and, any complaint based on sexual discrimination, including but not limited to sexual harassment, shall immediately be reported to the head of the department and the TSC Title IX Coordinator. Students may submit complaints online via the college website or through their instructor, counselor, or administrator.

13. Term, Effective Date and Termination

The effective date of this Agreement is **March 27, 2025**. This Agreement shall continue from year to year unless: federal or state regulations necessitate a change, or either party provides the other with at least sixty (60) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate on (a) the sixtieth day after the notice is received at the end of such sixty (60) days; or (b) the date on which all students enrolled in dual credit courses at the time that such notice is given have completed those dual credit courses, whichever event occurs last.

14. Signatures

The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signature appear below and their assignees. Any changes in this Agreement must be in writing and signed by both Parties.

_____	_____
Signature	Signature
Dr. Jesus Roberto Rodriguez President Texas Southmost College	Mr. Alfredo Perez Jr. Superintendent San Benito Consolidated Independent School District
_____	_____
Date	Date

Request Approval of the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley (UTRGV) for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley (UTRGV) for the 2025-2026 school year.

Rationale:

Approval of an Interlocal Cooperation Contract with UTRGV is requested to assign AmeriCorps members to our SBHS CCMR Center for the 2025–2026 school year. Members will support students and parents with college readiness activities, including assistance with college/university applications, financial aid, and postsecondary planning.

This partnership enhances our college-going culture, increases advising capacity, and aligns with CCMR goals.

Paperwork Impact:

Minimal

Budgetary Information:

None.

Resource Personnel:

High School Principals
Sandra Romeros, Director of Counseling and Advanced Academics
Dilia Cornett, Assistant Superintendent of Academic Services

Board Policy Reference and Compliance:

N/A

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 25, 2025 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: **San Benito Consolidated Independent School District (SBCISD),** a local entity of the State of Texas.

Performing Party: **University of Texas Rio Grande Valley (UTRGV),** an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the "Project"**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

- Assign AmeriCorps members for academic year (2025-2026) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 22 to 25 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- SBCISD acknowledges that as a service provider under agreement with SBCISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights

and Privacy Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e. reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Supervisor and/or Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2025 - 2026.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: San Benito Consolidated Independent School District
240 N Crockett St.
San Benito, Texas 78586
Attention: Mr. Alfredo Perez

If to Performing Party: University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Mr. Alex Valdez
Chief Procurement Officer

with copy to: University of Texas Rio Grande Valley
1201 W University Drive ESSBL 6.105
Edinburg, Texas 78539
Attention: Dr. Griselda Castilla

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

San Benito Consolidated Independent School District
240 N Crockett St.
San Benito, Texas 78586
Attention: Mr. Alfredo Perez

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure

is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as

those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

San Benito Consolidated Independent School District

By: _____

Name: Mr. Alfredo Perez

Title: San Benito CISD Superintendent

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: _____

Name: Dr. Griselda Castilla

Title: Vice President for Strategic Enrollment

Date: _____

By: _____

Name: Mr. Alex Valdez

Title: Chief Procurement Officer

Date: _____

Request Approval of the Amendment to the San Benito CISD High School Course Catalog for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the amendment to the San Benito CISD High School Course Catalog for the 2025-2026 school year.

Rationale:

The REVISED 2025-2026 San Benito CISD Course Catalogs for San Benito High School, as presented, is designed to align with state graduation requirements, support college and career readiness, and reflect the district's commitment to providing diverse, rigorous, and relevant academic opportunities for all students. The catalog has been updated to include a CTE course to expand our course offerings and pathways.

The following changes were made to the High School Course Catalog:

1. Added: Health Science Theory/Health Science Clinical
2. Added: Entrepreneurship I

Paperwork Impact:

Minimal

Budgetary Information:

N/A

Resource Personnel:

High School Principals
JoAnn Fernandez, Director of Secondary Instruction
Sandra Romeros, Director of Counseling/Advanced Academics
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

The item aligns with board policy EHAC Legal: Basic Instructional Program: Required Instruction (Secondary).

San Benito Consolidated Independent School District
High School Course Catalog
2025-2026

Alfredo Perez
Superintendent of Schools

Board of Trustees

Dr. Ariel Cruz-Vela, Place 1, *President*
Crystal Hernandez, Place 2, *Vice-President*
Israel Villarreal III, Place 3, *Secretary*
Orlando Lopez, Place 4, *Member*
Rudy Corona, Place 5, *Member*
Alejandro Reyna, Place 6, *Member*
Frutoso M Gomez, Jr., Place 7, *Member*

The San Benito CISD does not discrimination on the basis of sex, handicap, race, color, and/or national origins in its educational programs. Admission into career programs is based on age, grade, aptitude and ability. Lack of English language will not be a barrier to admission and participation in any educational program.

Board Approved __/_/__

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HIGH SCHOOL TESTING PROGRAM GUIDE

Beginning with the Freshman class of 2011-2012, a student must earn passing scores on 5 End-of-Course (EOC) exams, in addition to earning all required course credits for their graduation plan to earn a diploma. Students must meet all graduation course credit requirements and EOC requirements to be eligible for participation in the graduation ceremony.

*Requirements of the Foundation High School Program (FHSP) apply to students first entering 9th grade in the fall of 2014 and thereafter.

**Students who began 9th grade in the fall of 2013 and before will graduate under the requirements of the Recommended High School Program (RHSP) or Distinguished Achievement Program (DAP).

State of Texas Assessment of Academic Readiness (STAAR)

Students who entered the ninth grade in the 2011-2012 school year or later must pass five STAAR end-of-course tests to graduate from a Texas public school. The assessments are based on the Texas Essential Knowledge and Skills, the state curriculum standards. These tests are designed to ensure that students are learning the specific course material and are prepared to succeed in college and/or

*English I	*Algebra I	*U.S History
*English II	*Biology	

GRADE CLASSIFICATION

Grade level classification is the same for all students regardless of graduation plan.

Students are classified based on the number of academic credits they have earned at the beginning of the school year. All students who have completed 8th grade enter high school as freshmen regardless of the number of high school credits they may have already earned through middle school, summer school, credit by exam, and/or online learning.

GRADE CLASSIFICATION		
GRADE	**CLASSIFICATION**	**CREDITS**
9th	Freshman	<6.0
10th	Sophomore	≥6.0 – 12.5
11th	Junior	≥13.0 - 19.5
12th	Senior	≥20

FOUNDATION HIGH SCHOOL PROGRAM + ENDORSEMENTS

The following requirements apply to students first entering 9th grade in the fall of 2014 and thereafter.

FOUNDATION HIGH SCHOOL PROGRAM (FHSP) - 22 - Credit Foundation is Required for all Endorsements

ENGLISH (4 credits)
Must consist of English I, II, III (ESOL I and ESOL II may be substituted for English I and II for students with limited English proficiency), and an additional/**advanced** English course

MATHEMATICS (3 credits)
Must include Algebra I, Geometry, and an additional/**advanced** math course beyond Algebra I

SCIENCE (3 credits)
Must include one Biology credit, one credit selected from IPC, or Chemistry, or Physics; and one additional/**advanced**, lab-based science course

SOCIAL STUDIES (3 credits)
Must include U.S. History, one-half credit Government, one-half credit Economics, and World History or World Geography

OTHER LANGUAGES (2 credits)- Must consist of 2 levels in the same language

FINE ARTS (1 credit)
May include Choir, Band, Orchestra, Dance, Art, Theatre Arts, Art History, or Music Theory I and II; Principles & Elements of Floral Design or Digital Art & Animation or any other fine arts course

PHYSICAL EDUCATION (1 credit)
May include Athletics or PE (up to 4 credits), Foundations of Personal Fitness (.5 credit); Dance, Dance Team I, fall semesters of Marching Band or the first year of Cheerleading or any other physical education course.

ELECTIVES (5 credits)-Must include a communication skills component (speech class) earned.

TOTAL FHSP CREDITS: 22

ADDITIONAL REQUIREMENTS FOR ENDORSEMENT

MATHEMATICS (1 credit)

SCIENCE (1 credit)

ADDITIONAL ELECTIVES (2 credits)
Electives must be chosen from the five endorsement categories of STEM, Business & Industry, Arts & Humanities, Public Services, and/or Multidisciplinary Studies

TOTAL CREDITS WITH ENDORSEMENT: 26

RECOGNITIONS

Students have the opportunity to earn additional recognition in the following areas.

DISTINGUISHED LEVEL OF ACHIEVEMENT

A student may earn a distinguished level of achievement by successfully completing all curriculum requirements for the Foundation High School Program, plus each of the following:

- A fourth credit in mathematics, which must include Algebra II;
- A fourth credit in science;
- The requirements of at least one endorsement

A student must graduate with a Distinguished Level of Achievement to be considered for the Top 10% and eligible for automatic admission to a Texas public college or university (with the exception of UT Austin).

PERFORMANCE ACKNOWLEDGEMENTS

A student may earn a performance acknowledgement in one or more of the following categories:

- AP test score of 3 or above;
- IB test score of 4 or above *(applies to transfer students only as the International Baccalaureate program is not offered in SBCISD)*
- Outstanding performance on the PSAT, the SAT or the ACT;
- Completion of at least 12 hours college coursework with final grades of A or B (3.0 GPA or above);
- Bilingualism and bi-literacy; and
- Earning a nationally or internationally recognized business or industry certification or license

San Benito CISD

Texas Education Agency Graduation Toolkit

Endorsements – *Choices*

Endorsements

For the first time, students will be able to earn one or more endorsements as part of their graduation requirements. Endorsements consist of a related series of courses that are grouped together by interest or skill set. They provide students with in-depth knowledge of a subject area.

Students must select an endorsement* in the ninth grade. Districts and charters are not required to offer all endorsements. If only one endorsement is offered, it must be multi-disciplinary studies.

Students earn an endorsement by completing the curriculum requirements for the endorsement, including 4th credit of math and science and 2 additional elective credits.

Students can choose from 5 endorsement areas

Science, Technology, Engineering and Mathematics (STEM)

- Career and Technical Education (CTE) courses related to STEM
- Computer Science
- Mathematics
- Science
- Combination of no more than two of the categories listed above

Business and Industry (one of the following or a combination of areas)

- Agriculture
- Arts
- Audio/Video
- Finance
- Marketing
- Food and Natural Resources
- Hospitality and Tourism
- Information Technology
- Manufacturing
- Technology Applications
- Architecture and Construction
- Technology and Communications
- Business Management and Administration
- Transportation or Distribution and Logistics
- English electives in public speaking, debate, advanced broadcast journalism, advanced journalism including newspaper and yearbook

Public Service (one of the following)

- Human Services
- Law
- Corrections and Security
- Health Science
- Public Safety
- Education and Training
- Government and Public Administration
- Junior Reserve Officer Training Corps (JROTC)

Arts and Humanities (one of the following)

- 2 levels each in two languages other than English (LOTE)
- 4 levels in the same LOTE
- Courses from one or two areas (music, theater, art, dance) in fine arts
- English electives not included in Business and Industry
- Social Studies
- American Sign Language (ASL)

Multi-Disciplinary Studies (one of the following)

- 4 advanced courses from other endorsement areas
- 4 credits in each foundation subject area, including English IV and chemistry and/or physics
- 4 credits in Advanced Placement, International Baccalaureate, or dual credit selected from English, mathematics, science, social studies, economics, LOTE or fine arts

*Visit your school counselor to learn more about your options. Students may earn more than one endorsement.

BR14-130-02

ADVANCED COURSES FOR THE FOUNDATION HIGH SCHOOL PROGRAM

English Language Arts (Advanced Courses)

English IV*

Creative Writing
AP English Literature
AP English Language
Dual Enrollment English 1301
Dual Enrollment English 1302
College Prep ELA
(pursuant to TEC,$28.014)

Newspaper I
Yearbook I
Yearbook II
Yearbook III
Professional Communications
(*Must be combined with another half credit from this list)*

***All students will take English IV**

Second Science (Advanced Courses)

Integrated Physics & Chemistry (IPC)
Chemistry
Physics
AP Chemistry

AP Physics I: Algebra Based Dual Enrollment
Biology I & Lab Dual Enrollment Physics I
Special Topics in Science

3rd & 4th Science Credit (Advanced Course)

(to earn an endorsement)

Chemistry Physics
Earth and Space Environmental
Systems AP Biology
AP Chemistry
AP Environmental Science
AP Physics I: Algebra Based
AP Physics II: Algebra Based
Dual Enrollment Physics II
Locally developed science course
(pursuant to TEC,$28.025(b-5)

Dual Enrollment Biology II & Lab
Advanced Animal Science Advanced Plant and Soil Science
Anatomy and Physiology
Medical Microbiology
Pathophysiology
Forensic Science
Special Topics in Science Scientific Research & Design
Science course endorsed by an IHE
(pursuant to TEC,$28.002(g-1))

Third Mathematics Credit (Advanced Courses)

Mathematical Models with Applications Algebra II* Pre-Calculus Independent Study in Math Calculus AP Statistics AP Calculus AB Algebraic Reasoning	Dual Enrollment College Algebra Dual Enrollment Pre-Calculus Statistics College Prep Math *(pursuant to TEC,$28.014)*

***All students will take Algebra II**

Fourth Mathematics Credit (Advanced Courses)

(to earn endorsement)

Math Models with Applications Algebra II Pre-Calculus Independent Study in Math Calculus AP Statistics AP Calculus AB Algebraic Reasoning	Dual Enrollment College Algebra Dual Enrollment Pre-Calculus Statistics College Prep Math *(pursuant to TEC,$28.014)*
** **NOTE**: A course on this list may be taken either before or after one of the following courses: Mathematics Models with Application, Mathematical Applications in Agriculture Food and Natural Resources, Digital Electronics, Robotics Programming and Design.*	

COURSE DESCRIPTIONS

Courses are designed in various ways to meet the skills and interests of students. Courses are offered as Academic, Honors, and courses. Upper level courses may be offered as Academic, AP, or dual credit courses. A student's course of study may be a combination of courses with different designations. The student, parent, and school will work together to determine the best combination for each learner. See page 24 for information about the grading system, weighted grade point scale, and class ranking.

Academic Courses

San Benito CISD's on-level academic curriculum is a college-bound curriculum. These core and elective courses use a variety of teaching strategies, student activities, and assessments. The curriculum requires students to develop critical thinking and problem-solving skills as well as master core content. Courses are taught on grade level.

Honors/AP Courses

Honors/AP core and elective courses are designed to challenge motivated students and prepare them for success in college level coursework in high school and beyond. These advanced or above grade-level courses move at a faster pace, are more academically challenging and require more independent learning than academic courses. A few important factors to keep in mind are:

- Some AP courses have course prerequisites that must be completed. Check the course description for prerequisites.
- Honors/AP is not "all or nothing." Students may take from one to all of their core classes as Honors/AP.
- For most courses, it is possible to move from academic to Honors sections from one year to the next.

Honors/AP Entry Guidelines

The purpose of the Honors and AP entry guidelines is to provide information to facilitate placement of students in academically challenging courses.

1. San Benito CISD recognizes the value of student participation in advanced academic coursework and encourages students to graduate from high school with at least one advanced course credit such as Advanced Placement or dual credit. To this end, San Benito CISD has an inclusive enrollment model for AP and Honors courses that provides support systems for student success. Students are encouraged to access the most rigorous curriculum in which they can be successful.

2. Honors and AP courses are designed to challenge students beyond grade-level academic courses and prepare them for success in future advanced level coursework. Student performance in related courses and teacher input are important elements for parents and students to consider in selecting advanced coursework. Students may require additional encouragement and support to be successful in these courses.

3. Students who opt to participate in AP or Honors must:
   - Successfully complete prerequisite courses as specified in the course catalog.
   - Demonstrate mastery on course-related state-mandated performance assessments including STAAR.
   - Recognize the long -term benefits of participation, seek assistance when needed, and commit to staying in the course for a minimum of one semester.

Questions about Honors/AP courses should be directed to the school counselor and/or the subject area teacher. NOTE: Due to the curricular differences between academic courses and Honors/AP and for the benefit of students, entry into a Honors/AP course from an academic course is discouraged after the beginning of each semester. It is recommended that students enter Advanced Placement courses at the beginning of the course, typically within the first week of instruction. **Exceptions must have principal approval**.

Exit Guidelines for High School

Exit processes are in place to assist students in making sound course selection decisions. Students and parents must be aware that, depending on the timeline, grades earned in a Honors or AP course follow the student to the corresponding academic course. These grades will be included in calculating the academic course grade and may impact UIL eligibility. Consult with the school counselor for more detailed information.

It is expected that students seek assistance when needed to be successful in the course and remain in the Honors or AP course for at least one full semester.

Note: Students may not drop an Honors/AP course until the first nine weeks are over, and they must demonstrate that they attended tutorials at least twice a week.

GENERAL COURSE DESCRIPTIONS

This section contains descriptions for all courses offered at Veterans Memorial Academy and San Benito High School, organized by content area. Courses can be identified by course title and a state-issued PEIMS Service ID.

ENGLISH LANGUAGE ARTS

Course Title	Grade	Credit	Prerequisite	PEIMS #
Creative Writing Honors	9	1.0	X	03221200
English 1	9	1.0	ELAR Gr 8	03220100
English 1 Honors	9	1.0	ELAR Gr 8 Honors	03220107 03220100
Practical Writing Skills	9 10-12	1.0	X	03221300
English 2	9 10	1.0	English 1	03220200
English 2 Honors	9, 10	1.0	English 1 Honors	03220200
English 3	11	1.0	English 2	03220300
English 4	12	1.0	English 3	03220400
Research Technical Writing	10-12	1.0	X	03221100
SAT Prep	11-12	0.5	ELAR 3 or 4	*Local Credit*
College Prep and TSI	12	1.0	English 4	CP110100
FILAS	9-12	0.5	LPAC Recommendation/ Placement	N1280040
English 1 Speakers of Other Languages (ESOL 1)	9-10	1.0	FILAS or LPAC Recommendation/ Placement	03200600
English 2 Speakers of Other Languages (ESOL 2)	10-11	1.0	Eng 1 ESOL	03200700
Reading ESOL 1	9	1.0	FILAS or LPAC Recommendation/ Placement	
Reading	9	1.0	Administration Recommendation	03270700
AP English Language and Composition (English 3)	11-12	1.0	English II	A3220100
AP English Literature and Composition (English 4)	12	1.0	English III	A3220200
Dual Enrollment Composition I (TSC-ENGL 1301)	11-12	1.0	TSA2 ELAR	03220300
Dual Enrollment Composition II (TSC-ENGL 1301)	11-12	1.0	ENGL 1301	03220400
Dual Enrollment Forms of Literature (TSC ENGL 2341 –)	12	1.0	ENGL 1301	03221500

Dual Enrollment Rhetoric and Writing (UT Austin OnRamps - RHE 306)	11-12	1.0	English II	03220355
Dual Enrollment Topics in Writing (UT Austin OnRamps - RHE 309J)	11-12	1.0	RHE 306	03220455
Dual Enrollment Speech (Public Speaking) (TSC-SPCH 1315)	10-12	0.5	TSA2 ELAR	03241400
Dual Enrollment Speech (Interpersonal Communication) (TSC-SPCH 1318)	10-12	0.5	TSA2 ELAR	03241200

Creative Writing Honors

Grade: 8, 9
TEA: 03221200
Credit: 1.0
Prerequisite: ELAR Grade 8
Course Description: This course invites students to explore the art of writing in multiple genres, including poetry, short fiction, memoir, and dramatic scenes. Through reading, peer workshops, and revision, students will develop their unique voice and refine their literary techniques. In addition to creative exploration, students will engage in intensive preparation for the TSI and PSAT/SAT exams, strengthening their reading comprehension, grammar, and writing skills in preparation for college readiness assessments.

English 1

Grade: 8, 9
TEA: 03220100
Credit: 1.0
Prerequisite: ELAR Grade 8
Course Description: Students will use a variety of strategies to comprehend and analyze literary genres including fiction, drama, poetry, and literary non-fiction, with informational and persuasive writing. Students will use their understanding of literary elements to make thematic connections within a diverse selection of texts. Students will use a process to create written products that communicate insightful ideas effectively using appropriate formats. Research techniques will be implemented throughout the year to expand understanding of topics and concepts. Vocabulary acquisition strategies leading to increasing reading levels will be instilled.

English 1 Honors

Grade: 9
TEA: 03220107 03220100
Credit: 1.0
Recommended Prerequisite: Grade 8 ELAR Honors
Course Description: Students will work independently and within a learning community to critically analyze a variety of literary genres including fiction, drama, poetry, and literary non-fiction, with informational and persuasive writing. Students will use their understanding of literary elements to make thematic connections within a diverse and complex selection of texts. Students will articulate increasingly insightful ideas effectively utilizing more sophisticated and appropriate formats. A variety of research techniques will be taught to facilitate independent investigation of concepts and ideas. Vocabulary acquisition strategies leading to increasing comprehension of more complicated texts will be instilled.

Practical Writing

Skills Grade: 9-12
TEA: 03221300
Credit: .5 - 1.0
Recommended Prerequisite: None
Course Description: The study of writing allows high school students to earn one-half to one credit while developing skills necessary for practical writing. This course emphasizes skill in the use of conventions and mechanics of written English, the appropriate and effective application of English grammar, the reading comprehension of informational text, and the effective use of vocabulary. Students are expected to understand the recursive nature of reading and writing. Evaluation of students' own writing as well as the writing of others ensures that students completing this course are able to analyze and evaluate their writing.

English 2

Grade: 9, 10

TEA: 03220200

Credit: 1.0

Prerequisite: English 1

Course Description: Students will use a variety of strategies to comprehend and analyze literary genres including fiction, drama, poetry, and literary non-fiction, with informational and persuasive writing. Students will use their understanding of literary elements to make thematic connections within a diverse selection of texts that reflect a wide range of cultures and world experiences. Students will use a process to create written products that communicate insightful ideas effectively using appropriate formats. Research techniques will be implemented throughout the year to expand understanding of topics and concepts. Vocabulary acquisition strategies leading to increasing reading levels will be instilled.

Note: This course meets State graduation requirements for communication skills proficiency.

English 2 Honors

Grade: 9, 10

TEA: 03220200

Credit: 1.0

Recommended Prerequisite: English 1 Honors

Course Description: Students will work independently and within a learning community to critically analyze a variety of literary genres including fiction, drama, poetry, and literary non-fiction, with informational and persuasive writing. Students will use their understanding of literary elements to make thematic connections within a diverse and complex selection of texts that reflect a wide range of cultures and world experiences. Students will articulate increasingly insightful ideas effectively utilizing more sophisticated and appropriate formats. A variety of research techniques will be taught to facilitate independent investigation of concepts and ideas. Vocabulary acquisition strategies leading to increasing comprehension of more complicated texts will be instilled.

Note: This course meet State graduation requirement for communication skills proficiency

English 3

Grade: 11

TEA: 03220300

Credit: 1.0

Prerequisite: English 2

Course Description: Students will use a variety of strategies to comprehend and analyze a variety of genres with emphasis on American literature. Students will use their understanding of literary elements to make thematic connections within a diverse selection of texts and present their ideas articulately in a correct and appropriate written format. Students will continue to communicate more complex and insightful ideas effectively using appropriate formats. Vocabulary acquisition strategies leading to increasing reading levels will be instilled. Students will implement effective and thoughtful research strategies to produce a formal research paper with correct documentation of sources and format.

English 4

Grade: 12

TEA: 03220400

Credit: 1.0

Prerequisite: English 3

Course Description: Students will use a variety of strategies to comprehend and analyze a variety of genres with emphasis on British literature. Students will use their understanding of literary elements to make thematic connections within a diverse selection of texts and present their ideas articulately in a correct and appropriate written format. Students will continue to communicate more complex and insightful ideas effectively using appropriate formats. Vocabulary acquisition strategies leading to increasing reading levels will be instilled. Students will implement effective and thoughtful research strategies to produce a formal research paper with correct documentation of sources and format.

SAT Prep

Grade: 11-12

Credit: 1.0

Recommended Prerequisite: English 3 or English 4

Course Description: High school students that require or request additional honing of the study skills, especially as the students prepare for the demands of college, may enroll in the one semester course SAT Prep. In this course, students acquire techniques for learning from texts, including studying word meanings, identifying and relating key ideas, drawing and supporting inferences, and reviewing study strategies. In all cases, interpretations and understandings will be presented through varying forms, including through use of available technology. Students accomplish many of the objectives through wide reading as well as use of content texts in preparation for post-secondary schooling.

College Prep English

Grade: 12

TEA: CP110100

Credit: 1.0

Recommended Prerequisite: English 4

Course Description: The courses must be designed: (1) for students at the 12th grade level whose performance on: (A) an end-of-course assessment instrument required under Section 39.023(c) does not meet college readiness standards; or (B) coursework, a college entrance examination, or an assessment instrument designated under Section 51.334 indicates that the student is not ready to perform entry-level college coursework; and (2) to prepare students for success in entry-level college courses.

Research and Technical

Writing Grade: 9-12

TEA: 03221100

Credit: 1.0

Prerequisite: None

Course Description: The study of technical writing allows high school students to earn one-half to one credit while developing skills necessary for writing persuasive and informative texts. This rigorous composition course asks high school students to skillfully research a topic or a variety of topics and present that information through a variety of media. All students are expected to demonstrate an understanding of the recursive nature of the writing process, effectively applying the conventions of usage and the mechanics of written English. The students' evaluation of their own writing as well as the writing of others ensures that students completing this course are able to analyze and discuss published and unpublished pieces of writing, develop and apply criteria for effective writing, and set their own goals as writers.

Advanced Placement English Language and Composition (English 3)

Grade: 11

TEA: A3220100

Credit: 1.0

Prerequisite: English 2

Course Description: Advanced Placement English Language and Composition examines major elements of nonfiction and American literature. Students read from a variety of genres that address varying historical periods, disciplines and rhetorical contexts. From these endeavors, students apply stylistic and rhetorical strategies and techniques to their own writings. Five to eight major works are required during the school year. Additionally, students prepare for the AP English Language and Composition exam, with an emphasis on writing under time constraints. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement English Literature and Composition (English 4)
Grade: 12
TEA: A3220200
Credit: 1.0
Prerequisite: English 3 or English 3 AP
Course Description: Advanced Placement English Literature and Composition includes the study of prose and poetry by British and World authors from the 16th century through contemporary times. Additionally, students prepare for the AP English Literature and Composition exam, with an emphasis on writing under time constraints. Five to eight major works are required during the school year. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Dual Enrollment - Composition I (TSC - ENGL 1301)
High School Credit: English III
Grade: 11-12
TEA: 03220300
Credit: 1.0
Prerequisite: TSIA2 ELAR passing score
Course Description: Strengthen writing skills with a focus on structure, clarity, and persuasive techniques. Students will write essays based on critical reading and research—a must for college readiness across all disciplines.

Dual Enrollment - Composition II (TSC - ENGL 1302)
High School Credit: English IV
Grade: 11-12
TEA: 03220400
Credit: 1.0
Prerequisite: completion of ENGL 1301 with a minimum grade of "C"
Course Description: Builds on the fundamentals from Composition I, with a deeper dive into argumentation, literary analysis, and research. Students will strengthen their writing voice and prepare for college-level communication across disciplines.

Dual Enrollment Forms of Literature (TSC - ENGL 2341)
High School Credit: Literary Genres
Grade: 12
TEA: 03221500
Credit: 1.0
Prerequisite: completion of ENGL 1301 with a minimum grade of "C"
Course Description: Discover how poetry, drama, and prose reflect the human experience. This literary deep-dive challenges students to analyze themes and craft thoughtful critiques.

Dual Enrollment Rhetoric and Writing (UT Austin OnRamps - RHE 306)
High School Credit: English III
Grade: 11-12
TEA: 03220355
Credit: 1.0
TSI Requirement: None – TSI waived through UT OnRamps instructional model

Course Description: Develop persuasive writing and critical thinking skills through academic argumentation. This course equips students to analyze texts, build evidence-based claims, and refine their voice—perfect preparation for any college writing experience.

Dual Enrollment Topics in Writing (UT Austin OnRamps - RHE 309J)

High School Credit: English IV
Grade: 11-12
TEA: 03220455
Credit: 1.0
TSI Requirement: None – TSI waived through UT OnRamps instructional model
Course Description: An advanced writing course that takes a thematic approach—students explore a central topic while mastering research, synthesis, and rhetorical strategies.

Dual Enrollment Speech (Public Speaking) (TSC-SPCH 1315)
High School Credit: Literary Genres
Grade: 12
TEA: 03241400
Credit: 0.5
Prerequisite: TSA2 ELAR
Course Description: This course develops students' confidence and effectiveness in public speaking through practice in crafting and delivering speeches. Emphasis is placed on audience analysis, speech organization, and communication ethics—skills that benefit students in any career path.

Dual Enrollment Speech (Interpersonal Communication) (TSC-SPCH 1318)
High School Credit: Literary Genres
Grade: 12
TEA: 03241200
Credit: 0.5
Prerequisite: TSA2 ELAR
Course Description: Dive into the dynamics of one-on-one communication. Students will explore verbal and nonverbal cues, conflict resolution, and relationship building—great preparation for leadership roles and real-world interactions.

English for Speakers of Other Languages (ESOL)

English for Speakers of Other Languages (ESOL) is offered to assist students whose native language is not English in gaining a level of fluency which will enable their completion of a high school education. A maximum of two ESOL English credits may be applied to the 4-credit English requirement for graduation. Additional ESOL courses will be counted as elective credits.

Foundations of Intensive Language Acquisition and Support (FILAS) Grade: 9-11
TEA: N1280040
Credit: 1.0
Prerequisite: Recommended by LPAC
Course Description: This one (1) credit course replaces English for Newcomers A course and is designed for recent immigrant and/or recent arrivals English language learners who are unschooled and/or have limited schooling. These students come with little or no proficiency in English and /or are pre-literate. The state approved Oral Language Proficiency Test scores of students indicate that students are at the beginning or intermediate level of proficiency in English, and in vital need of intensive language support.

English 1 Speakers of Other Languages (ESOL)

Grade: 9

TEA: 03200600

Credit: 1.0

Prerequisite: FILAS or Placement based on the student's level of English proficiency.

Course Description: This course teaches the same academic content as English I while supporting English Language Learners in developing interpersonal and academic vocabulary. Initial instruction focuses on listening and speaking, and reading and writing skills are developed simultaneously as the student comprehends and speaks more English.

English 2 Speakers of Other Languages (ESOL)

Grade: 10
TEA: 03200700
Credit: 1.0
Prerequisite: ESOL 1
Course Description: This course teaches the same academic content as English 2 while supporting English Language Learners in developing interpersonal and academic vocabulary. This is a course dedicated to vocabulary development in content areas through a whole language approach. Communicative skills are stressed.

Reading ESOL 1

Grade: 9
TEA: 03270700
Credit: 1.0
Prerequisite: FILAS or Placement based on the student's level of English proficiency.
Course Description: This beginner through intermediate-level ESOL course focuses on understanding and interpreting reading selections related to a thematic unit covered in ESOL-I and ESOL-2, which are taken in conjunction with this course, to develop reading skills necessary for basic skill test and mainstream course work. Research projects and development of study skills are important aspects of this course.

Readi
ng

Grade: 9
TEA: 03270700
Credit: 1.0
Prerequisite: Administration Recommendation
Course Description: This beginner through intermediate-level English course focuses on understanding and interpreting reading selections related to a thematic unit covered in English 1, which is taken in conjunction with this course, to develop reading skills necessary for basic skill test and mainstream course work. Research projects and development of study skills are important aspects of this course.

MATHEMATICS

Course Title	Grade	Credit	Prerequisite	PEIMS #
Algebra 1	8-9	1.0	X	03100500
Algebra 1 Honors	8-9	1.0	X	03100500
Geometry	9-12	1.0	X	03100700
Geometry Honors	9-12	1.0	X	03100700
Algebraic Reasoning	9-12	1.0	Algebra I	03102540
Algebra 2	9-12	1.0	X	03100600
Algebra 2 Honors	9-12	1.0	X	03100600
Math Models with Applications	10-12	1.0	X	03102400
Precalculus	11-12	1.0	X	03101100
AP Precalculus	11-12	1.0	Honors Precalculus	03101100
AP Calculus AB	11-12	1.0	Precalculus, DE Calculus	A3100101
AP Statistics	11-12	1.0	Geometry & Algebra II	A3100200
AP Computer Science Principles	9-12	1.0	Algebra I	A3580300
College Prep Math	12	1.0	Administration Recommendation	CP111200
Financial Math	11-12	1.0	Algebra I	13018000
Dual Enrollment College Algebra (TSC MATH 1314)	10-12	1.0	TSIA2 Math	03100600
Dual Enrollment Pre-Calculus (TSC MATH 2412)	11-12	1.0	MATH 1314	03101100
Dual Enrollment Calculus I (TSC MATH 2413)	12	1.0	MATH 2412	A3100101 03102500
Dual Enrollment College Algebra (UT-Austin OnRamps - M 301)	12	1.0	none	03102501

Algebra I

Grade: 8, 9

TEA: 03100500

Credit: 1.0

***Prerequisite*:** Grade 8 or its equivalent

Course Description: In Algebra I, students will build on the knowledge and skills for mathematics in Grades 6-8, which provide a foundation in linear relationships, number and operations, and proportionality. Students will study linear, quadratic, and exponential functions and their related transformations, equations, and associated solutions. Students will connect functions and their associated solutions in both mathematical and real-world situations. Students will use technology to collect and explore data and analyze statistical relationships. In addition, students will study polynomials of degree one and two, radical expressions, sequences, and laws of exponents. Students will generate and solve linear systems with two equations and two variables and will create new functions through transformations.

Algebra 1 Honors

Grade: 8, 9

TEA: 03100500

Credit: 1.0

***Prerequisite*:** Grade 8 or its equivalent

Course Description:This course provides a more in depth experience in the concepts of Algebra 1. In Algebra I, students will build on the knowledge and skills for mathematics in Grades 6-8, which provide a foundation in linear relationships, number and operations, and proportionality. Students will study linear, quadratic, and exponential functions and their related transformations, equations, and associated solutions. Students will connect functions and their associated solutions in both mathematical and real-world situations. Students will use technology to collect and explore data and analyze statistical relationships. In addition, students will study polynomials of degree one and two, radical expressions, sequences, and laws of exponents. Students will generate and solve linear systems with two equations and two variables and will create new functions through transformations.

Geometry Grade: 9-12

TEA: 03100700

Credit: 1.0

Prerequisite: Algebra I

Course Description: In Geometry, students will explore concepts covering coordinate and transformational geometry; logical argument and constructions; proof and congruence; similarity, proof, and trigonometry; two- and three-dimensional figures; circles; and probability. Within the course, students will begin to focus on more precise terminology, symbolic representations, and the development of proofs.

Geometry Honors Grade: 9-12

TEA: 03100700

Credit: 1.0

Prerequisite: Algebra I

Course Description: This course provides a more in-depth experience in the concepts of Geometry. Students will explore concepts covering coordinate and transformational geometry; logical argument and constructions; proof and congruence; similarity, proof, and trigonometry; two- and three-dimensional figures; circles; and probability. Within the course, students will begin to focus on more precise terminology, symbolic representations, and the development of proofs.

Algebra 2

Grade: 9-12

TEA: 03100600

Credit: 1.0

Prerequisite: Algebra I

Course Description: In Algebra 2, students will broaden their knowledge of quadratic functions, exponential functions, and systems of equations. Students will study logarithmic, square root, cubic, cube root, absolute value, rational functions, and their related equations. Students will connect functions to their inverses and associated equations and solutions in both mathematical and real-world situations. In addition, students will extend their knowledge of data analysis and numeric and algebraic methods.

Algebra 2 Honors
Grade: 9-12
TEA: 03100600
Credit: 1.0
Prerequisite: Algebra I
Course Description: This course provides a more in-depth experience in the concepts of Algebra 2. In Algebra 2, students will broaden their knowledge of quadratic functions, exponential functions, and systems of equations. Students will study logarithmic, square root, cubic, cube root, absolute value, rational functions, and their related equations. Students will connect functions to their inverses and associated equations and solutions in both mathematical and real-world situations. In addition, students will extend their knowledge of data analysis and numeric and algebraic methods.

Algebraic Reasoning Grade:
10-12
TEA: 03102540
Credit: 1.0
Prerequisite: Algebra I
Course Description: In Algebraic Reasoning, students will build on the knowledge and skills for mathematics in Kindergarten-Grade 8 and Algebra I, continue with the development of mathematical reasoning related to algebraic understandings and processes, and deepen a foundation for studies in subsequent mathematics courses. Students will broaden their knowledge of functions and relationships, including linear, quadratic, square root, rational, cubic, cube root, exponential, absolute value, and logarithmic functions. Students will study these functions through analysis and application that includes explorations of patterns and structure, number and algebraic methods, and modeling from data using tools that build to workforce and college readiness such as probes, measurement tools, and software tools, including spreadsheets.

Math Models with Applications
Grade: 10-12
TEA: 03102400
Credit: 1.0
Prerequisite: Algebra I
Course Description: In mathematical models with applications, students will use a mathematical modeling cycle to analyze problems, understand problems better, and improve decisions. Students will also learn to apply mathematics through experiences in personal finance, science, engineering, fine arts, and social sciences. Students use algebraic, graphical, and geometric reasoning to recognize patterns and structure, model information, solve problems, and communicate solutions.

Precalculus
Grade: 11, 12
TEA: 03101100
Credit: 1.0
Prerequisite: Algebra I, Geometry, and Algebra II
Course Description: Pre-calculus is designed to provide a firm foundation for high-level mathematics courses. Topics in this college- preparatory course include functions and their graphs, conics, trigonometric identities and equations, vectors, periodic functions, trigonometric and analytic applications, concept of infinity and limit, concepts of reasoning, and logic for use with proofs.

Advanced Placement
Precalculus Grade: 11, 12
TEA: 03101100
Credit: 1.0
Prerequisite: Algebra I, Geometry, Algebra II, Honors Precalculus
Course Description: This course provides more in-depth experience in the concepts of Pre-calculus. Pre-calculus is designed to provide a firm foundation for high-level mathematics courses. Topics in this college-preparatory course include functions and their graphs, conics, trigonometric identities and equations, vectors, periodic functions, trigonometric and analytic applications, concept of infinity and limit, concepts of reasoning, and logic for use with proofs. The next course is usually Calculus. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Calculus
AB Grade: 12
TEA: A3100101
Credit: 1.0
Prerequisite: Pre-calculus, Dual Enrollment Calculus
***Course Description*:** AP Calculus AB is equivalent to the first semester of college-level Calculus. This course explores the concepts, methods, and applications of differential and integral calculus. You'll work to understand the theoretical basis and solve problems by applying your knowledge and skills. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Statistics
Grade: 11-12
TEA: A3100200
Credit:1.0
***Prerequisite*:** Geometry and Algebra II
***Course Description*:** AP Statistics is built around learning about the major concepts and tools used for collecting, analyzing, and drawing conclusions from data. You'll explore statistics through discussion and activities, and you'll design surveys and experiments. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Computer Science Principles
Grade: 9-12
TEA: A3580300
Credit: 1.0
***Prerequisite*:** Algebra I
***Course Description*:** This course students will learn the principles that underlie the science of computing and develop the thinking skills that computer scientists use. You'll work on your own and as part of a team to creatively address real-world issues using the tools and processes of computation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

College Prep Math

Grade: 12

TEA: CP111200

Credit: 1.0

Recommended Prerequisite: Algebra II or Administration Recommendation

Course Description: The courses must be designed: (1) for students at the 12th grade level whose performance on: (A) an end-of-course assessment instrument required under Section 39.023(c) does not meet college readiness standards; or (B) coursework, a college entrance examination, or an assessment instrument designated under Section 51.334 indicates that the student is not ready to perform entry-level college coursework; and (2) to prepare students for success in entry-level college courses.

Financial Math
Grade: 11, 12
TEA: 13018000
Credit: 1.0
Prerequisite: Algebra I
Course Description: Financial Mathematics is a course about personal money management. Students will apply critical-thinking skills to analyze personal financial decisions based on current and projected economic factors. Financial Mathematics will integrate career and postsecondary education planning into financial decision making.

Dual Enrollment College Algebra (TSC - MATH 1314)
High School Course: Algebra II
Grade: 10-12
TEA: 03100600
Credit: 1.0
***Prerequisite*:** TSIA2 Math
***Course Description*:** This course is in-depth study and applications of polynomial, rational, radical, exponential and logarithmic functions, and systems of equations using matrices. Additional topics such as sequences, series, probability, and conics may be included.

Dual Enrollment Pre-Calculus (TSC - MATH 2412)
High School Course: Precalculus
Grade: 11-12
TEA: 03101100
Credit: 1.0
***Prerequisite*:** Algebra I, Geometry, and MATH 1314
***Course Description*:** A rigorous prep for calculus covering trigonometry, advanced algebra, and analytical geometry. This course is ideal for students pursuing STEM careers and builds a strong mathematical foundation for college-level math.

Dual Enrollment Calculus I (TSC - MATH 2413)
High School Course: Independent Study In Mathematics
Grade: 12
TEA: A3100101 03102500
Credit: 1.0
***Prerequisite*:** completion of MATH 1314, MATH 1316, and MATH 1348 with a minimum grade of "C" MATH 2412
***Course Description*:** This course covers limits and continuity; the Fundamental Theorem of Calculus; definition of the derivative of a function and techniques of differentiation; applications of the derivative to maximizing or minimizing a function; the chain rule, mean value theorem, and rate of change problems; curve sketching; definite and indefinite integration of algebraic, trigonometric, and transcendental functions, with an application to calculation of areas.

Dual Enrollment College Algebra (M 301 – University of Texas at Austin)
High School Course: Independent Study In Mathematics
Grade: 12
TEA: 03102501
Credit: 1.0
***Prerequisite*:** None – TSIA2 waived through UT OnRamps instructional model
***Course Description*:** This course builds a solid foundation in algebraic concepts, focusing on functions, graphs, and problem-solving strategies. A great launchpad for students interested in business, science, or tech pathways.

SCIENCE

Course Title	Grade	Credit	Prerequisite	PEIMS #
Integrated Physics and Chemistry (IPC) Honors	8-9	1.0		03060201
Integrated Physics and Chemistry (IPC)	9-10	1.0		03060201
Biology	9-12	1.0		03010200
Biology Honors	9-12	1.0		03010200
Chemistry	10-12	1.0	X	03040000
Chemistry Honors	10-12	1.0	X	03040000
Earth and Space Science	11-12	1.0	X	03060200
Physics	11-12	1.0	X	03050000
Physics Honors	11-12	1.0	X	03050000
Environmental Systems	11-12	1.0	X	03020000
Anatomy & Physiology	11-12	1.0	X	13020600
Forensic Science	11-12	1.0	X	13029500
Specialized Topics in Science	9-12	1.0	X	03060300
Medical Microbiology	10-12	1.0	X	13020700
Pathophysiology	11-12	1.0	X	13020800
Scientific Research and Design	11-12	1.0	X	13037200
Advanced Animal Science	11-12	1.0	X	13000700
Advanced Plant and Soil Science	11-12	1.0	X	13002100
AP Biology	11-12	1.0	Biology & Chemistry	A3010200
AP Chemistry	11-12	1.0	Chemistry & Algebra II	A3040000
AP Environmental Science	11-12	1.0	Biology, Chemistry & Algebra I	A3020000
AP Physics 1	11-12	1.0	Algebra I, Geometry & Algebra II	A3050003
Dual Enrollment BIOL 1306 – Biology I	10-12	1.0	MATH 1314	13037200
Dual Enrollment BIOL 1307 – Biology II	11-12	1.0	BIOL 1306	13037200
Dual Enrollment PHYS 1301 – Physics I Dual Enrollment College Physics I (TSC PHYS 1301/1101)	11-12	1.0	MATH 1314 & Trigonometry MATH 2412	03050000 13037200
Dual Enrollment PHYS 1317 – Physics II Dual Enrollment College Physics II (TSC PHYS 1302/1102)	11-12	1.0	PHYS 1301 & MATH 1314 PHYS 1311/1111	13037210
Dual Enrollment Biology I (TSC BIOL 1308/1108)	10-12	1.0	TSIA2 Complete	03060300
Dual Enrollment Biology II (TSC BIOL 1309/1109)	11-12	1.0	BIOL 1308	03060310
Dual Enrollment Anatomy and Physiology I (TSC BIOL 2301/2101)	10-12	1.0	TSIA2 Complete	13020600

Dual Enrollment Anatomy and Physiology II (TSC BIOL 2302/2102)	11-12	1.0	BIOL 2301	03060300
Dual Enrollment Chemistry I (TSC CHEM 1311/1111))	10-12	1.0	TSIA2 Complete	03060300
Dual Enrollment Chemistry II (TSC CHEM 1312/1112)	11-12	1.0	CHEM 1311/1111	03060310
Dual Enrollment Geoscience (UT-Austin OnRamps GEO 302E)	11-12	1.0	None	03050000

Integrated Physics and Chemistry Honors

Grade: 8-9

TEA: 03060201

Credit: 1.0

Prerequisite: None

Course Description: This honors-level course introduces foundational concepts in both physics and chemistry through a hands-on, inquiry-based approach. Students explore motion, energy, matter, atomic structure, and chemical reactions while developing critical thinking and lab skills. Designed for advanced middle and early high school students, this course provides a rigorous STEM foundation that prepares students for future success in biology, chemistry, and physics.

Integrated Physics and

Chemistry Grade: 9-10

TEA: 03060201

Credit: 1.0

Prerequisite: None

Course Description: In IPC, students conduct laboratory and field investigations, use scientific methods during investigations, and make informed decisions using critical thinking and scientific problem solving. This course integrates the concepts of physics and chemistry using practical applications relating to topics such as: force, motion, energy, and matter

Biology

Grade: 9, 10, 11

TEA: 03010200

Credit: 1.0

Prerequisite: None

Course Description: In Biology, students conduct laboratory and field investigations, use scientific practices during investigations, and make informed decisions using critical thinking and scientific problem solving. Students in Biology study a variety of topics that include: structures and functions of cells and viruses; growth and development of organisms; cells, tissues, and organs; nucleic acids and genetics; biological evolution; taxonomy; metabolism and energy transfers in living organisms; living systems; homeostasis; and ecosystems and the environment. Additionally, students will receive instruction in cardiopulmonary resuscitation (CPR) as outlined in Texas Education Code §74.38. Dissections may be a part of the curriculum

Biology

Honors Grade:

9-12

TEA: 03010200

Credit: 1.0

Prerequisite: None

Course Description: This advanced version of Biology I includes all elements of that course. Instruction is at a faster pace, which permits investigation of topics at a greater depth. Six major out-of-class projects will be required. Analysis questions will be included on all tests. Dissections may be a part of the curriculum. Additionally, students will receive instruction in cardiopulmonary resuscitation (CPR) as outlined in Texas Education Code §74.38.

Chemistry

Grade: 10-12

TEA: 03040000

Credit: 1.0

Prerequisite: One unit of high school science and Algebra I. Suggested completion of or concurrent enrollment in a second year of mathematics.

Course Description: This course covers the study of matter in a traditional manner. Topics include the properties of matter, atomic structure, chemical bonding, stoichiometry, and quantum mechanics with an emphasis on high level math. Laboratory procedures, classification and measurement skills, predicting outcomes, and applications of chemistry in daily life will be emphasized. This fulfills one credit of the science requirement for all graduation plans and for college.

Chemistry

Honors Grade:

10-12

TEA: 03040000

Credit: 1.0

Prerequisite: One unit of high school science and Algebra I. Suggested completion of or concurrent enrollment in a second year of mathematics.

Course Description: This preparation course for Chemistry AP includes all the elements of Chemistry I as well as prepares the student for Chemistry AP and/or a rigorous college-level chemistry course. Instruction is at a faster pace, which permits investigation of topics at a greater depth. In addition, major emphasis will be placed on an independent research project, which includes project selection, literature search, experimental design, data collection, data analysis, and presentation of findings.

Earth and Space Grade: 11-12
TEA: 03060200
Credit: 1.0
Prerequisite: Three units of science, one of which may be taken concurrently, and three units of mathematics, one of which may be taken concurrently.
Course Description: Earth and Space Science (ESS) is a capstone course designed to build on students' prior scientific and academic knowledge and skills to develop understanding of Earth's system in space and time.

Physics
Grade: 9-12
TEA: 03050000
Credit: 1.0
Prerequisite: Algebra I is suggested as a prerequisite or corequisite.
Course Description: This course provides an in-depth investigation of the relationship between matter and energy. Students will perform calculations and laboratory investigations on topics including motion, forces, work, waves, sound, light, and electrical and nuclear energy. The course is math intensive.

Physics Honors Grade: 9-12
TEA: 03050000
Credit: 1.0
Prerequisite: Algebra I is suggested as a prerequisite or corequisite.
Course Description: The advanced version of Physics I includes all the elements of that course. Emphasis will be placed on the formulation of models used to solve problems. In addition, major emphasis will be placed on an independent research project which includes project selection, literature search, experimental design, data collection, data analysis, and presentation of findings.

Environmental Systems Grade: 11-12
TEA: 03020000
Credit: 1.0
Prerequisite: One unit high school life science and one unit of high school physical science.
Course Description: This science course will introduce students to major ecological concepts and environmental problems that affect the world in which they live. The course is designed as a fourth-year science course. Topics include: history of environmental systems, earth systems, resources, population dynamics, ecosystem changes, and ethics.

Anatomy & Physiology Grade: 10-12
TEA: 13020600
Credit: 1.0
Recommended Prerequisite: Biology and a second science credit.
Recommended prerequisite: a course from the Health Science Career Cluster
Course Description: Anatomy and Physiology is an advanced science course designed to extend the concepts of biology to the

study of human anatomy and physiology. The course will be laboratory oriented. A college-level textbook is used in the course.

Forensic Science
Grade: 11-12
TEA: 13029500
Credit: 1.0
Prerequisite: Biology, Chemistry, IPC or Physics
Course Description: This course uses a structured and scientific approach to the investigation of crimes of assault, abuse and neglect, domestic violence, accidental death, homicide, and the psychology of criminal behavior. Students will learn terminology and investigative procedures related to crime scene, questioning, interviewing, criminal behavior characteristics, truth detection, and scientific procedures used to solve crimes. Using scientific methods, students will collect and analyze evidence through case studies and simulated crime scenes such as fingerprint analysis, ballistics, and blood spatter analysis.

Specialized Topics in Science
Grade: 9 -12
TEA: 03060300
Credit: 1.0
Prerequisite: One credit of high school science.
Course Description: In Specialized Topics in Science, students have the opportunity to develop greater understanding of science content beyond what is taught in other Texas Essential Knowledge and Skills-based science courses while utilizing science and engineering practices. Students understand the value and role of curiosity in any discipline of science.

Medical Microbiology Grade:
10 -12
TEA: 13020700
Credit: 1.0
Prerequisite: : Biology and Chemistry. Recommended prerequisite: a course from the Health Science Career Cluster.
Course Description: The Medical Microbiology course is designed to explore the microbial world, studying topics such as pathogenic and non-pathogenic microorganisms, laboratory procedures, identifying microorganisms, drug resistant organisms, and emerging diseases.

Scientific Research and Design
Grade: 11 -12
TEA: 13037200
Credit: 1.0
Prerequisite: :Biology, Chemistry, Integrated Physics and Chemistry (IPC), or Physics.
Course Description: Scientific Research and Design is a broad-based course that focuses on planning, managing, and providing scientific research and professional and technical services, including laboratory and testing services, and research and development services.

Advanced Animal Science
Grade: 11-12
TEA: 13000700
Credit: 1.0
Prerequisite: Biology and Chemistry or Integrated Physics and Chemistry (IPC); Algebra I and Geometry; and either Small Animal Management, Equine Science, or Livestock Production. Recommended prerequisite: Veterinary Medical Applications.
Course Description: Advanced Animal Science examines the interrelatedness of human, scientific, and technological dimensions of livestock production. Instruction is designed to allow for the application of scientific and technological aspects of animal science through field and laboratory experiences. To prepare for careers in the field of animal science, students must attain academic skills and knowledge, acquire knowledge and skills related to animal systems, and develop

knowledge and skills regarding career opportunities, entry requirements, and industry standards. To prepare for success, students need opportunities to learn, reinforce, apply, and transfer their knowledge and skills in a variety of settings.

Advanced Plant and Soil

Science Grade: 11-12
TEA: 13002100
Credit: 1.0
Prerequisite: Biology, Integrated Physics and Chemistry, Chemistry, or Physics and a minimum of one credit from the courses in the Agriculture, Food, and Natural Resources Career Cluster
Course Description: Advanced Plant and Soil Science provides a way of learning about the natural world. Students should know how plant and soil science has influenced a vast body of knowledge, that there are still applications to be discovered, and that plant and soil science is the basis for many other fields of science. To prepare for careers in plant and soil science, students must attain academic skills and knowledge, acquire technical knowledge and skills related to plant and soil science and the workplace, and develop knowledge and skills regarding career opportunities, entry requirements, and industry expectations.

Advanced Placement Biology
Grade: 11-12
TEA: A3010200
Credit: 1.0
***Prerequisite*:** Biology and Chemistry
Course Description: This course provides students with the conceptual framework, factual knowledge, and analytical skills necessary to deal critically with the rapidly changing science of biology. Instruction follows the AP course description and emphasizes the development of understanding concepts which allows the student to grasp science as an inquiry-based process while recognizing the unifying themes that integrate the major topics of biology. Students use open-ended activities to conduct internet research, work in collaboration with other disciplines, and integrate the history of scientists. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Chemistry
Grade: 11-12
TEA: A3040000
Credit: 1.0
Prerequisite: Chemistry and Algebra II
Course Description: Students attain a depth of understanding of the fundamentals and a reasonable competence in dealing with chemical problems. The course contributes to the development of the students' abilities to think clearly and express ideas. Labs and activities are designed to reflect the requirements of the advanced placement program. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Environmental Science
Grade: 11-12
TEA: A3020000
Credit: 1.0
Prerequisite: Biology, Chemistry, Algebra I
Course Description: This course investigates interrelationships between people and the natural world. This course integrates natural sciences, including biology, chemistry and earth science with social sciences to analyze contemporary

environmental problems such as pollution, resource acquisitions, biodiversity and global warming. A strong laboratory and field investigation component is included allowing students to explore issues that affect their own lives. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Physics I
Grade: 11-12
TEA: A3050003
Credit: 1.0
***Prerequisite*:** Algebra 1, Geometry, and Algebra II concurrently
Course Description: This is an algebra-based, introductory college-level physics course taught over a full school year. The course explores topics such as Newtonian mechanics (including rotational motion); work, energy and power; mechanical waves and sound; and introduces simple circuits. Through inquiry-based learning, students will develop scientific critical thinking and reasoning practices. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

BIOL 1306 - Biology I
Grade: 11-12
TEA: 13037200*
Credit: 1.0
***Prerequisite*:** Biology and Chemistry and MATH 1314
***Course Description*:** Fundamental principles of living organisms will be studied, including physical and chemical properties of life, organization function, evolutionary adaptations, and classification. Concepts of cytology, reproduction, genetics, and scientific reasoning are included. *This course is listed as *Scientific Research and Design* in the high school transcripts of students.

BIOL 1307 - Biology II
Grade: 11-12
TEA: 13037200*
Credit: 1.0
***Prerequisite*:** BIOL 1306
***Course Description*:** The diversity of classification of life will be studied, including animals, plants, protists, fungi, and prokaryotes. Special emphasis will be given to anatomy, ecology, and evolution of plants and animals. This course is a comparative study of form and function in animals including a survey of animal diversity and general principles of physiological mechanisms. *This course is listed as *Scientific Research and Design* in the high school transcripts of students.

PHYS 1301 - Physics I
Dual Enrollment - College Physics I (PHYS 1301/1101 – Texas Southmost College)
High School Credit: Scientific Research and Design
Grade: 11-12
TEA: 03050000
Credit: 1.0
***Prerequisite*:** MATH 1314 and Trigonometry MATH 2412
***Course Description*:** This course covers the fundamental principles of physics, using algebra and trigonometry: the principles and applications of classical mechanics and thermodynamics, including harmonic motion, mechanical waves and sound, physical systems, Newton's Laws of Motion, and gravitation and other fundamental forces.

PHYS 1317 - Physics II
Dual Enrollment - College Physics II (PHYS 1302/1102 – Texas Southmost College)
Grade: 11-12
TEA: 13037210*
Credit: 1.0
***Prerequisite*:** PHYS 1301/1101 and MATH 1314
***Course Description*:** This course covers the fundamental principles of physics, using algebra and trigonometry; the principles

and applications of electricity and magnetism, including circuits, electrostatics, electromagnetism, waves, sound, light, optics, and modern physics topics; with emphasis on problem solving. *This course is listed as *Scientific Research and Design II* in the high school transcripts of students.

Dual Enrollment - Anatomy and Physiology I (BIOL 2301/2101 – Texas Southmost College)
High School Credit: Anatomy and Physiology
Grade: 10-12
TEA: 13020600
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: Explore the human body's structure, from cells and tissues to major organ systems. The lab component deepens understanding—ideal for future healthcare professionals and biology enthusiasts.

Dual Enrollment - Anatomy and Physiology II (BIOL 2302/2102 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 11-12
TEA: 03060300
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of A&P I, this course covers the cardiovascular, respiratory, digestive, urinary, and reproductive systems. A must-have for students headed into nursing, kinesiology, or medical careers.

Dual Enrollment - Biology for Non-Science Majors I (BIOL 1308/1108 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 10-12
TEA: 03060300
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A lecture and lab combo designed for non-science majors. Explore the basics of cell biology, genetics, and ecology with hands-on activities—perfect for curious minds not pursuing STEM fields.

Dual Enrollment - Biology for Non-Science Majors II (BIOL 1309/1109 – Texas Southmost College)
High School Credit: Specialized Topics in Science (Second Time Taken)
Grade: 11-12
TEA: 03060310
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of Biology I, this course explores evolution, biodiversity, and environmental science. Ideal for students seeking a practical, approachable science course.

Dual Enrollment - General Chemistry I (CHEM 1311/1111 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 10 -12
TEA: 03060300
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: This course introduces chemical principles including atomic structure, bonding, and chemical reactions. The accompanying lab reinforces key concepts and prepares students for advanced studies in science, healthcare, or engineering.

Dual Enrollment - General Chemistry II (CHEM 1312/1112 – Texas Southmost College)
High School Credit: Specialized Topics in Science (Second Time Taken)
Grade: 10 -12
TEA: 03060310
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of Chemistry I, this course dives deeper into thermodynamics, kinetics, equilibrium, and electrochemistry. Lab work helps solidify theoretical concepts, making it ideal for future science majors.

Dual Enrollment - Geoscience (GEO 302E – University of Texas at Austin)
High School Credit: Earth Systems Science
Grade: 10 -12
TEA: 03050000
Credit: 1.0
Prerequisite: None (TSI waived through UT OnRamps instructional model)
Course Description: Examine Earth's processes—from volcanoes and earthquakes to climate change and ocean dynamics. Students will analyze real data and current environmental topics while learning how Earth systems interact and change over time.

SOCIAL STUDIES

Course Title	Grade	Credit	Prerequisite	PEIMS #
World Geography Studies	9	1.0		03320100
World Geography Studies Honors	9	1.0		03320100
World History Studies	10	1.0		03340400
United States History Studies Since 1877	11	1.0		03340100
United States Government	12	0.5		03330100
Economics with Emphasis on the Free Enterprise System and Its Benefits	12	0.5		03310300
Personal Financial Literacy and Economics	12	0.5		03380083
Personal Financial Literacy	10-12	0.5		03380082
Social Studies Advanced Studies	10-11	0.5		03380022
Special Topics in Social Studies	10-11	0.5		03380022
Social Studies Research Methods	10-11	0.5		03380003
AP Human Geography	9	1.0		A3360100
AP World History: Modern	10	1.0		A3370100
AP United States History	11-12	1.0		A3340100
AP Macroeconomics	11-12	1.0		A3310200
AP United States Government and Politics	11-12	1.0		A3330100
AP European History	11-12	1.0		A3340200
Dual Enrollment US History I: United States to 1877 (TSC-HIST 1301)	10-12	1.0	TSIA2 ELAR	03380021 03380002
Dual Enrollment US History II: United States Since 1877 (TSC-HIST 1302)	11-12	1.0	TSIA2 ELAR	03340100
Dual Enrollment US Government (TSC-GOVT 2305)	11-12	1.0 0.5	TSIA2 ELAR	03330100
Dual Enrollment Texas Government (TSC-GOVT 2306)	11-12	1.0 0.5	TSIA2 ELAR	03380021
Dual Enrollment Economics (TSC-ECON 2301)	11-12	1.0	TSIA2 ELAR	03380032 + 03310300
Dual Enrollment Psychology (TSC-PSYC 2301)	10-12	1.0	TSIA2 ELAR	03380001 + 03350100
Dual Enrollment Sociology (TSC-SOCI 1301)	10-12	1.0	TSIA2 ELAR	03380021 + 03350100

World Geography Studies
Grade: 9
TEA: 03320100
Credit: 1.0
***Prerequisite*:** None
Course Description: In World Geography Studies, students examine people, places, and environments at local, regional, national, and international scales from the spatial and ecological perspectives of geography. Students describe the influence of geography on events of the past and present with emphasis on contemporary issues.

World Geography Studies
Honors Grade: 9
TEA: 03320100
Credit: 1.0
Recommended Prerequisite: *Social Studies, Grade 8 Honors*
Course Description: In World Geography Studies Honors, students will examine people, places, and environments at local, regional, national, and international scales from the spatial and ecological perspectives of geography. Students describe the influence of geography on events of the past and present with emphasis on contemporary issues. The course will also provide students with opportunities to analyze primary and secondary source material to read and write critically in preparation for future Advanced Placement courses.

World History Studies
Grade: 10
TEA: 03340400
Credit: 1.0
***Prerequisite*:** None
Course Description: World History Studies is a survey of the history of humankind. The major emphasis is on the study of significant people, events, and issues from the earliest times to the present. Traditional historical points of reference in world history are identified as students analyze important events and issues in western civilization as well as in civilizations in other parts of the world.

United States History Studies Since 1877
Grade: 11
TEA: 03340100
Credit: 1.0
***Prerequisite*:** None
Course Description: United States History Studies Since 1877 is the second part of a two-year study that begins in Grade 8. The content focuses on the political, economic, and social events and issues related to various eras beginning in 1877 to present day. Students will also examine the impact of geographical factors, constitutional issues, arts and popular culture, and technological innovations throughout eras in this time period.

United States Government
Grade: 12
TEA: 03330100
Credit: 0.5
***Prerequisite*:** None
Course Description: In United States Government, the focus is on the principles and beliefs upon which the United States was founded and on the structure, functions, and powers of government at the national, state, and local levels. This course is the

culmination of the civic and governmental content and concepts studied throughout elementary and secondary social studies coursework in Texas.

Economics with Emphasis on the Free Enterprise System and Its Benefits

Grade: 12
TEA: 03330100
Credit: 0.5
***Prerequisite*:** None
Course Description: In United States Government, the focus is on the principles and beliefs upon which the United States was founded and on the structure, functions, and powers of government at the national, state, and local levels. This course is the culmination of the civic and governmental content and concepts studied throughout elementary and secondary social studies coursework.

Personal Financial Literacy and Economics Grade: 12
TEA: 03380083
Credit: 0.5
***Prerequisite*:** None
Course Description: The Personal Financial Literacy and Economics Course emphasizes the economic way of thinking, which serves as a framework for the personal financial decision-making opportunities introduced in the course. It builds on and extends the economic content and concepts studied throughout elementary and secondary social studies coursework. The course provides a foundation in both microeconomics and macroeconomics. *This course may be used to fulfill the required Economics credit

Personal Financial Literacy

Grade: 10-12
TEA: 03380082
Credit: 0.5
***Prerequisite*:** None
Course Description: Personal Financial Literacy will teach students to apply critical-thinking and problem-solving skills to analyze decisions involving earning and spending, saving and investing, credit and borrowing, insuring and protecting, and college and postsecondary education and training. The goal of the course is to develop citizens who have the knowledge and skills to make sound, informed financial decisions that will allow them to lead financially secure lifestyles and understand personal financial responsibility. *Students may not receive credit for both this and the Personal Financial Literacy and Economics course.

Social Studies Advanced Studies Grade: 10-12
TEA: 03380021
Credit: 0.5
***Prerequisite*:** None
Course Description: In Social Studies Advanced Studies, students conduct in-depth research to investigate a problem, issue, or concern, prepare a product of professional quality, and present their findings to appropriate audiences. *Students may take this course with different course content for a max of 2 credits.

Special Topics in Social Studies

Grade: 10-12
TEA: 03380022
Credit: 0.5
***Prerequisite*:** None
Course Description: In Special Topics in Social Studies, students are provided the opportunity to develop a greater understanding of the historic, political, economic, geographic, multicultural, and social forces that have shaped their lives and the world in which they live. Students will use social science knowledge and skills to engage in rational and logical analysis of complex problems using a variety of approaches, while recognizing and appreciating diverse human perspectives. *Students may take this course with different course content for a max of 2 credits.

Social Studies Research

Methods Grade: 10-12
TEA: 03380003
Credit: 0.5
***Prerequisite*:** None
Course Description: In Social Studies Research Methods, an elective course, students conduct advanced research on a selected topic in social studies using qualitative and/or quantitative methods of inquiry. Students present their research results and conclusions in written and visual or oral format. *Students may take this course with different course content for a max of 2 credits.

Advanced Placement Human Geography

Grade: 9
TEA: A3360100
Credit: 1.0
Course Description: AP Human Geography is an introductory college-level human geography course. Students cultivate their understanding of human geography through data and geographic analyses as they explore topics like patterns and spatial organization, human impacts and interactions with their environment, and spatial processes and societal changes. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement World History: Modern

Grade: 10
TEA: A3370100
Credit: 1.0
Course Description: AP World History: Modern is an introductory college-level modern world history course. Students cultivate their understanding of world history from c. 1200 CE to the present through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like humans and the environment, cultural developments and interactions, governance, economic systems, social interactions and organization, and technology and innovation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement US History

Grade: 11
TEA: A3340100
Credit: 1.0
Course Description: AP U.S. History is an introductory college-level U.S. history course. Students cultivate their

understanding of U.S. history from c. 1491 CE to the present through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like American and national identity; work, exchange, and technology; geography and the environment; migration and settlement; politics and power; America in the world; American and regional culture; and social structures. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Macroeconomics
Grade: 11-12
TEA: A3310200
Credit: 1.0
Course Description: AP Macroeconomics is an introductory college-level macroeconomics course. Students cultivate their understanding of the principles that apply to an economic system as a whole by using principles and models to describe economic situations and predict and explain outcomes with graphs, charts, and data as they explore concepts like economic measurements, markets, macroeconomic models, and macroeconomic policies. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement United States Government & Politics
Grade: 12
TEA: A3330100
Credit: 1.0
Course Description: AP U.S. Government and Politics is an introductory college-level course in U.S. government and politics. Students cultivate their understanding of U.S. government and politics through analysis of data and text-based sources as they explore topics like constitutionalism, liberty and order, civic participation in a representative democracy, competing policy-making interests, and methods of political analysis. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement European History
Grade: 11-12
TEA: A3340200
Credit: 1.0
Course Description: AP European History is an introductory college-level European history course. Students cultivate their understanding of European history through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like interaction of Europe and the world; economic and commercial developments; cultural and intellectual developments; states and other institutions of power; social organization and development; national and European identity; and technological and scientific innovation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

HIST 1301 - United States to 1877
Dual Enrollment US History I: United States to 1877 (TSC-HIST 1301)
High School Credit: Special Topics in Social Studies (First Time Taken)
Grade: 10-12
TEA: 03380021 03380002
Credit: 1.0
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the social, political, economic, cultural, and intellectual history of the United States from the pre- Columbian era to the Civil War/Reconstruction period. United States History I includes the study of pre-Columbian, colonial, revolutionary, early national, slavery and sectionalism, and the Civil War/Reconstruction eras. Themes that may be addressed in United States History I include: American settlement and diversity, American culture, religion, civil and human rights, technological change, economic change, immigration and migration, and creation of the federal government.

HIST 1302 - United States Since 1877
Dual Enrollment US History II: United States Since 1877 (TSC-HIST 1302)
High School Credit: United States History Studies Since 1877
Grade: 11
TEA: 03340100
Credit: 1.0
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the social, political, economic, cultural, and intellectual history of the United States from the Civil War/Reconstruction era to the present. US History II examines industrialization, immigration, world wars, the Great Depression, Cold War and post-Cold War eras. Themes in United States History II include American culture, religion, civil and human rights, technological change, economic change, immigration and migration, urbanization and suburbanization, the expansion of the federal government, and the study of U.S. foreign policy.

GOVT 2305 - Federal Government

Dual Enrollment US Government (TSC-GOVT 2305)

High School Credit: United States Government

Grade: 11-12
TEA: 03330100
Credit: 1.0 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the origin and development of the U.S. Constitution, structure and powers of the national government including the legislative, executive, and judicial branches, federalism, political participation, the national election process, public policy, civil liberties and civil rights.

GOVT 2306 – Texas Government

Dual Enrollment Texas Government (TSC-GOVT 2306)
High School Credit: Social Studies Advanced Studies
Grade: 11-12
TEA: 03380021
Credit: 1.0 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the origin and development of the Texas Constitution, structure and powers of state and local government, federalism, and inter-governmental, relations, political participation, the election process, public policy, and the political culture of Texas

ECON 2301 - Principles of Macroeconomics
Dual Enrollment Economics (TSC-ECON 2301)
High School Credit: Special Topics in Social Studies / Economics
Grade: 11-12
TEA: 03310300
Credit: 1.0 0.5 / 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: An analysis of the economy as a whole including measurement and determination of Aggregate Demand and Aggregate Supply, national income, inflation, and unemployment. Other topics include international trade, economic growth, business cycles, and fiscal policy and monetary policy.

PSYC 2301 - General Psychology
Dual Enrollment General Psychology (TSC-PSYC 2301)
High School Credit: Social Studies Advanced Studies / Psychology
Grade: 10-12
TEA: 03380001 / 03350100
Credit: 1.0
Prerequisite: Reading and Writing TSI Assessment TSIA2 ELAR
General Psychology is a survey of the major psychological topics, theories and approaches to the scientific study of behavior and mental processes.

Dual Enrollment Introduction to Sociology (TSC-SOCI 1301)

High School Credit: Social Studies Advanced Studies / Sociology
Grade: 10-12
TEA: 03380021 / 03350100
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Explore how society shapes individual behavior through culture, socialization, and institutions. This course encourages critical thinking about inequality, identity, and community—perfect for future social scientists and thoughtful citizens alike.

UPDATED DESCRIPTION MOVED TO ENGLISH DEPARTMENT
SPCH 1315 - Public Speaking / Interpersonal Communication
Grade: 10-12
TEA: 13009900
Credit: 1.0
Prerequisite: Reading TSI Assessment
Course Description: Application of communication theory and practice to the public speaking context, with emphasis on audience analysis, speaker delivery, ethics of communication, cultural diversity, and speech organizational techniques to develop students' speaking abilities, as well as ability to effectively evaluate oral presentations. Application of communication theory to interpersonal relationship development, maintenance, and termination in relationship contexts including friendships, romantic partners, families, and relationships with co-workers and supervisors.

PHYSICAL EDUCATION, ATHLETICS, AND SPORTS MEDICINE

Course Title	Grade	Credit	Prerequisite	PEIMS #
Tennis I-IV	9-12	1.0	X	PES00000, PES00001 PES00002, PES00003
Cross Country I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Golf I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Boys Soccer I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Girls Soccer I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Baseball I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Softball I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Football I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Volleyball I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Boys Basketball I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Girls Basketball I-IV	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Boys Track I-V	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Girls Track I-V	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Boys Wrestling	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Girls Wrestling	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Boys Powerlifting	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Girls Powerlifting	9-12	1.0	X	PES00000, PES00001, PES00002, PES00003
Cheer	9-12	1.0	Acceptance into Campus Team	PES00013
Belles	9-12	1.0	Acceptance into Campus Team	PES00014
Sports Medicine I	10-12	1.0	X	N1150040
Sports Medicine II	10-12	1.0	X	N1150041
Sports Medicine III	11-12	1.0	X	N1150044

Physical Education (PE) Requirements

The physical education curriculum operates under specific state (Texas Education Code 28.002) and local guidelines, outlined below:

- Each student is required to complete one (1.0) credit of physical education to meet State graduation requirements.
- General Physical Education courses may be taken only once and students may be enrolled in only one Physical Education course per semester.
- Additional PE courses may be taken for elective credit, for a maximum of 4.0 credits
- Physical Education substitutions allow a student to use approved physical activities to meet the state physical education graduation requirement.
- Courses that are substituted for physical education may NOT also be counted to meet other graduation requirements
- All students must be assessed on their physical fitness based on their Physical Education Classification using the FITNESSGRAM Assessment.

Individual Sports
Grade: 9-12
TEA: PES00055
Credit: 0.5
Prerequisite: None
Course Description: Students enrolled in the Individual Sports course will improve their health and fitness while developing competency in Bowling, Table Tennis, Badminton, Disc Golf, and other activities as available. Individual Sports focuses on incorporating wellness into an active lifestyle beyond high school.
Note: This is a one semester course.

Aerobic Activities
Grade: 9-12
TEA: PES00054
Credit: 0.5
Prerequisite: None
Course Description: Students in the Aerobic Activities course are exposed to a wide variety of activities including circuit training, Pilates, resistance training, basic yoga, and walk/jog activities to promote health and fitness.
Note: This is a one semester course.

Lifetime Fitness and Wellness Pursuits
Grade: 9
TEA: PES00051
Credit: 1.0
Prerequisite: None
Course Description: Lifetime Fitness and Wellness Pursuits is designed to develop motor skills, knowledge, and behaviors for active living, physical fitness, sportsmanship, self-efficacy, and emotional intelligence. Physical education addresses the three domains of learning: cognitive skills related to the knowledge of movement, affective skills related to feelings and attitudes about movement, and psychomotor skills related to the manual or physical skills in movement literacy.
Note: This is a two semester course.

Athletics
Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer a variety of competitive sports for both girls and boys. Athletic activities are operated under guidelines of the University Interscholastic League (UIL). Participation requires approval of the head coach of the respective sport(s), parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Tennis I-IV
Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for both girls and boys. Tennis is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Tennis head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Cross Country I-IV
Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for both girls and boys. Cross Country is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Cross Country head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Golf I-IV
Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for both girls and boys. Golf is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Golf head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Boys Soccer I-IV
Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Soccer is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Soccer

head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic

record.

Girls Soccer I-
IV Grade: 9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Soccer is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Soccer head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Baseball I-
IV Grade: 9-
12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Baseball is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Baseball head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Softball I-
IV Grade:
9-12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Softball is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Softball head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Football I-
IV Grade: 9-
12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None
Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Football is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Head Football coach/Athletic Director, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Volleyball I-
IV Grade: 9-
12
TEA: PES00000, or PES00001, or PES00002, or PES00003
Credit: 1.0
Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Volleyball is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Volleyball head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Boys Basketball I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Basketball is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Basketball head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Girls Basketball I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Basketball is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Basketball head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Boys Wrestling I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Wrestling is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Wrestling head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Girls Wrestling I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Wrestling is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Wrestling head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Boys Powerlifting I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for boys. Powerlifting is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Powerlifting head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Girls Powerlifting I-IV

Grade: 9-12

TEA: PES00000, or PES00001, or PES00002, or PES00003

Credit: 1.0

Prerequisite: None

Course Description: Veteran Memorial Academy and San Benito High School offer this competitive sport for girls. Powerlifting is operated under the guidelines of the University Interscholastic League (UIL). Participation requires approval of the Powerlifting head coach, parent permission, a physical examination by a licensed physician, and maintenance of a satisfactory academic record.

Cheer

Grade: 9-12

TEA: PES00013

Credit: 1.0

Prerequisite: Cheerleaders are selected by a panel of judges.

Course Description: Cheerleaders perform at sporting events and represent VMA and SBHS in competition.

Note: Parent permission and fees may apply. Per state guidelines, students are NOT allowed to take both cheerleading and athletics in the same semester. See your coach, sponsor, and counselor for details.

Belles

Grade: 9-12

TEA: PES00014

Credit: 1.0

Prerequisite: Belles are selected by a panel of judges.

Course Description: Belles perform at sporting events and represent San Benito CISD in competition with other 5A schools.

Note: Parent permission and fees may apply. Per state guidelines, students are NOT allowed to take both Belles and athletics in the same semester. See your coach, sponsor, and counselor for details. Students may earn 1.0 credit of PE Substitution through Belles to meet State graduation requirements. Additional credits will count as elective credit.

Sports Medicine Courses

Sports Medicine courses do NOT count as the physical education requirement for State graduation.

Sports Medicine I
Grade: 10-12
TEA: N1150040
Credit: 1.0
Prerequisite: Prior approval by the Athletic Trainer
Recommended Prerequisite: Medical Terminology and Principles of Health Science
Course Description: This course is an introduction to athletic training. It includes the basics of athletic training procedures, first aid and CPR.

Sports Medicine II
Grade: 10-12
TEA: N1150041
Credit: 1.0
Prerequisite: Sports Medicine I, prior approval by the Athletic Trainer
Course Description: This course is an in-depth study and application of the components of athletic training. It includes hands-on practice, time working with the sports team and after school practice time. Prior approval is needed by the Athletic Trainer to be in this course.

Sports Medicine III
Grade: 11-12
TEA: N1150044
Credit: 1.0
Prerequisite: Sports Medicine II, prior approval by the Athletic Trainer
Course Description: This course will provide a logical progression for students that have advanced through the sports medicine courses and provide them with an opportunity to apply the knowledge and skills they have gained to athletic injury recognition, evaluation, management, treatment, and rehabilitation through research investigations and applications related to sports medicine. The athletic training students will continue to perform the assigned duties and responsibilities in the operation of the athletic training room under the supervision of a licensed athletic trainer.

NAVAL JUNIOR ROTC (NJROTC)

Course Title	Grade	Credit	Prerequisite	PEIMS #
Naval Science I	9	1.0		PES00004
Naval Science II	10	1.0	X	03160200
Naval Science III	11	1.0	X	03160300
Naval Science IV	12	1.0	X	03160400

Naval Science I
Grade: 9-12
TEA: PES00004
Credit: 1.0
Prerequisite: None
Course Description: This course introduces students to the responsibilities of citizenship, the elements of leadership, and the value of scholarship in attaining life goals. The course is designed to develop an appreciation for American heritage and traditions, with recognition of the historically significant role that sea power plays in determining America's future. Topics are presented at a fundamental level.

Naval Science II
Grade:10-12
TEA: 03160200
Credit: 1.0
Prerequisite: One-year in JROTC or Naval Science I
Course Description: This course addresses the same topics that were introduced in Naval Science I, with greater emphasis on practical application of leadership and management theory. Technical subjects are covered in greater detail and working models of concepts introduced in NSI are applied to practical situations. This course also addresses the Navy's role in American History and the effect it had around the world.

Naval Science III
Grade:11-12
TEA: 03160300
Credit: 1.0
Prerequisite: Two years in JROTC or Naval Science II
Course Description: This course is a continuation of applied leadership concepts and more in-depth investigation of technical subjects. Leadership skills will be exercised on a daily basis. Cadets will begin to assume responsibility for the organization and operations of the Corps of Cadets.

Naval Science IV
Grade:12
TEA: 03160400
Credit: 1.0
Prerequisite: Three year in JROTC or Naval Science III, permission from Senior Naval Science Instructor
Course Description: This course provides practical experience in planning, organizing, and executing theories of group dynamics as leaders of the SHS Corps of Cadets. Classroom training and research projects are designed to complement and reinforce the application of leadership theories and techniques learned in previous NJROTC courses.

LANGUAGES OTHER THAN ENGLISH (LOTE)

Course Title	Grade	Credit	Prerequisite	PEIMS #
Spanish I	9-12	1.0		03440100
Spanish II	9-12	1.0	X	03440200
Spanish II Honors	9-12	1.0	X	03440200
Spanish III	10-12	1.0	X	03440300
AP Spanish Language and Culture	9-12	1.0	X	A3440100
AP Spanish Literature and Culture	10-12	1.0	Teacher Recommendation	A3440200
SPAN 2313 – Spanish for /Native/Heritage Speakers I	10-12	1.0	TSI Assessment	03440100
SPAN 2315 – Spanish for /Native/Heritage Speakers II	10-12	1.0	TSI Assessment	03440200
Dual Enrollment Spanish (TSC SPAN 2313/2315)	10-12	1.0	TSIA2 ELAR	03440300

Spanish I
Grade: 9-12
TEA: 03440100
Credit: 1.0
***Prerequisite*:** None
Course Description: This course covers the skills of listening, speaking, reading, and writing in Spanish. Emphasis is on understanding common expressions, greetings, questions, commands, and simple conversation. The ability to give an appropriate oral response and participate in elementary conversation is stressed. Culture and language learning techniques are also an integral part of the course.

Spanish II
Grade: 9-12
TEA: 03440200
Credit: 1.0
***Prerequisite*:** Spanish I or passing score on district administered Credit-by-Exam
Course Description: A study of the grammatical construction of the language is continued by an extensive review of concepts learned in Spanish I. The focus is on oral reading, reading comprehension, expanding vocabulary and writing brief compositions. The ability to give an appropriate oral response and participate in simple conversation is stressed. Culture and language learning techniques are also an integral part of the course.

Spanish II Honors
Grade: 9-12
TEA: 03440200
Credit: 1.0
Prerequisite: Spanish I or passing score on district administered Credit-by-Exam
Course Description: Spanish II curriculum presented with an intense approach in vocabulary (enrichment) and faster pace in grammar. Opportunity for advanced preparation in writing skills and higher level reading comprehension activities would be implemented. Instruction will be conducted fully in Spanish to increase and sharpen listening, oral, comprehension, expression, interpretation as well as writing skills.

Spanish III
Grade: 10-12
TEA: 03440300
Credit: 1.0
Prerequisite: Spanish II or passing score on district administered Credit-by-Exam
Course Description: A study of the grammatical construction of the language is continued by an extensive review of concepts learned in Spanish II. This course is primarily conducted in Spanish with a focus on language learning techniques and expanding vocabulary through listening and speaking activities. Reading comprehension and writing composition is increased through short stories, and current events.

Spanish III for Spanish Speakers
Grade: 10-12
TEA: 03440300
Credit: 1.0
Prerequisite: Spanish II or passing score on district administered Credit-by-Exam
Course Description: This course is intended for students who demonstrate a higher proficiency level in the language or have Spanish dominance. Students will work to perfect reading and writing skills, expand their vocabulary, and develop their interpretive skills through a short selective overview of Spanish literature.
Note: Students will take the Spanish IV Credit by Exam in the spring semester.

AP Spanish Language and Culture
Grade: 9-12
TEA: A3440100
Credit: 1.0
Prerequisite: Two credits in Spanish or equivalent proficiency
Course Description: This course is intended for students who use Spanish for active communication. Students enrolled in this course will develop their proficiency in all four language skills: aural/oral, reading comprehension, advanced grammar structure and composition. Emphasis will be placed on a selection of Latin American writers, with a focus on extensive reading and writing.
Note: Students are required to take the Advanced Placement exam in May.

AP Spanish Literature and Culture
Grade: 10-12
TEA: A3440200
Credit: 1.0
Prerequisite: Teacher recommendation and at least two credits in Spanish or equivalent proficiency
Course Description: Students build their language skills and cultural knowledge by exploring works of literature written in Spanish. Using Spanish to communicate, students will read, analyze, discuss, and write about works by Spanish, Latin-American, and U.S. Hispanic authors of different periods.
Note: Students are required to take the Advanced Placement exam in May.

SPAN 2313 – Spanish for Native/Heritage Speakers I
Grade: 10-12
TEA: 03440100
Credit: 1.0
Prerequisite: TSI Assessment
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

SPAN 2315 – Spanish for Native/Heritage Speakers II
Grade: 10-12
TEA: 03440200
Credit: 1.0
Prerequisite: TSI Assessment
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

Dual Enrollment - Spanish (SPAN 2313 – Spanish for Native/Heritage Speakers I & SPAN 2315 – Spanish for Native/Heritage Speakers II)
High School Credit: Spanish III
Grade: 10 -12
TEA: 03440300
Credit: 1.0
Prerequisite: **TSIA2 ELAR**
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

FINE ARTS

Course Title	Grade	Credit	Prerequisite	PEIMS #
Art I	9-12	1.0		03500100
Art II Drawing	10-12	1.0		03500500
AP Art History	10-12	1.0		A3500100
AP Studio Art: 2-Dimensional Design Portfolio	11-12	1.0	Art I	A3500400
AP Studio Art: Drawing	11-12	1.0	Art I	A3500300
Theatre Arts I	9-12	1.0		03250100
Theatre Arts II	10-12	1.0		03250200
Theatre Arts III	11-12	1.0		03250300
Theatre Arts IV	11-12	1.0		03250400
Technical Theatre I	10-11	1.0		03250500
Advanced Technical Theatre	10-12	1.0		03250200, 03250300, 03250400
Choir I-IV	9-12	1.0	X	03150900, 03151000, 03151100, 03151200
Girls's Choir I-IV	9-12	1.0	X	03150900, 03151000, 03151100, 03151200
Music Composition I	9-12	1.0		03156000
Music Composition II	9-12	1.0		03156100
Estudiantina	9	1.0		03150500
Advanced Estudiantina	9-12	1.0		03150600 03150300 03150400
Orchestra	10-12	1.0		03150500 03150600 03150800
Wind Ensemble I-IV	9-12	1.0	X	03150100, 03150200, 03150300, 03150400
Symphonic Band I-IV	9-12	1.0	X	03150100, 03150200, 03150300, 03150400
Concert Band I-IV	9-12	1.0	X	03150100, 03150200, 03150300, 03150400

Instrumental Ensemble I-IV	9-12	1.0	X	03151700, 03151800, 03151900, 03152000
Beginner Guitar I	10-12	1.0		03154600
Color Guard I-IV	9-12	1.0	X	03830100, 03830200, 03830300, 03830400
Mariachi and Conjunto I-IV	9-12	1.0	X	03153800, 03153900, 03154000, 03154100
Dual Art Appreciation (TSC-ARTS 1301)	10-12	1.0	TSIA2 ELAR	03500500
Dual Music Appreciation (TSC-MUSI 1306)	10-12	1.0	TSIA2 ELAR	03155600
Dual Film Appreciation (TSC-COMM 2366)	10-12	1.0	TSIA2 ELAR	13009910
Dual Arts and Entertainment Technologies (UT-Austin OnRamps-AET 304)	11-2	2.0	none	13009910

Art I
Grade: 9-12
TEA: 03500100
Credit: 1.0
Prerequisite: None
Course Description: Art I is the foundation level for art study throughout high school. The course emphasizes the elements of art and principles of design, color theory, vocabulary, art criticism, art history, and safety in the art room with a strong foundation in design, drawing and vocabulary. This course fulfills the prerequisite for all Art 2 courses.

Art II Drawing
Grade: 10-12
TEA: 03500500
Credit: 1.0
Prerequisite: Art I
Course Description: Students will express ideas through original artworks using a variety of drawing media. They will be able to apply design skills using practical applications. The students will study historical periods as well as critique art work.

Advanced Placement Art
History Grade: 11-12
TEA: A3500100
Credit: 1.0
Prerequisite:
Course Description: Students develop an understanding and knowledge of architecture, sculpture, painting and other art forms within diverse historical and cultural contexts. Major forms of artistic expression from a variety of past and present cultures are studied. Students develop an understanding of the elements of art and fundamental art historical terminology as they learn to use intelligence and sensitivity in viewing works of art critically and analytically.

Advanced Placement Studio Art: 2-Dimensional Design Portfolio

Grade: 11-12
TEA: A3500400
Credit: 1.0
Prerequisite: Art I
Course Description: This course addresses a broad interpretation of two-dimensional (2-D) design issues. Students use purposeful decision- making to integrate the elements and principles of art as they create a portfolio to fulfill the requirements of the College Board Advanced Placement 2-Dimensional Design Portfolio.

Advanced Placement Studio Art:

Drawing Grade: 11-12
TEA: A3500300
Credit: 1.0
Prerequisite: Art I
Course Description: This course addresses a broad interpretation of drawing issues and media, including light and shade, line quality, rendering of form, composition, surface manipulation and illusion of depth. Many works of painting, printmaking, mixed media, abstracts, observational and inventive works are explored.

Theatre Art I

Grade: 9-12
TEA: 03250100
Credit: 1.0
Prerequisite: None
Course Description: This elective course is an introduction to theatre that requires the expressive use of body and voice in interpreting and performing dramatic literature. Concepts and skills in areas of acting and theatre history will be emphasized. Specific topics include pantomime, stage movement, improvisation, monologue and duet acting performance, and evaluation of theatrical experiences.
Note: Performance of scenes and monologues is the main focus of this course as well as performance in a one-act play.

Theatre Arts II

Grade: 10-12
TEA: 03250200
Credit: 1.0
Prerequisite: Theatre Arts 1
Course Description: This Performance course further refines concepts and skills of acting. An integral part of this course is the performance of scenes and plays with costumes, make-up and scenery.

Theatre Arts III-IV
Grade: 11-12
TEA: 03250300 or 03250400
Credit: 1.0
Prerequisite: Audition and Theatre Arts II
Course Description: This performance course allows the actor to refine concepts and skills through public performance.
Note: Participation in at least one after-school performance per semester is required.

Technical Theatre I
Grade: 10-12
TEA: 03250500
Credit: 1.0
Prerequisite: Audition and Theatre Arts I
Course Description: This is an activities-centered course combining theories of theatre safety, design, research and stage craft with the construction of technical elements of theater including make-up, costumes, props, lighting and sound.

Advanced Technical Theatre II-IV
Grade: 10-12
TEA: 03250200, or 03250300, or 03250400
Credit: 1.0
Prerequisite: Audition and Technical Theatre I
Course Description: This course builds on the stagecraft skills and concepts developed in Technical Theatre I. Skills in designing sets will be stressed and applied for use in the three school productions. Recognition of career opportunities in theatre will be stressed.
Note: Working at least on after-school production per semester is required.

Choir I-IV
Grade: 9-12
TEA: 03150900, or 03151000, or 03151200, or 03151100
Credit: 1.0
Prerequisite: Audition and Interview
Course Description: This is the auditioned Varsity mixed choir class that will be chosen according to vocal and music reading abilities. This group will be required to participate in concerts and UIL activities such as Concert & Sight-reading Contest, Solo and Ensemble Contest, and All-Region Choir auditions

Girls' Choir I-IV Grade: 9-12
TEA: 03150900, or 03151000, or 03151200, or 03151100
Credit: 1.0
Prerequisite: Audition and Interview recommendation from middle-school teacher
Course Description: This is an auditioned choir that will be chosen according to vocal and sight-reading abilities. This group will be required to participate in concerts and UIL activities such as Concert and Sight-reading, Solo and Ensemble, and Region Treble Choir auditions.

Music Composition I and II
Grade: 9-12
TEA: 03156000 or 03156100
Credit: 1.0
Prerequisite: None
Course Description: This class explores the creative process of writing music by developing basic tools that composers use to construct music. The students will create, perform, critique, discuss and revise their own and others' work in a supportive, constructive environment.

Estudianti
na Grade: 9
TEA: 03150500
Credit: 1.0
Prerequisite: Audition and Interview recommendation from teacher
Course Description: This course provides students the ability to play instruments, but to also learn about traditional Mexican and Spanish music. The genres played in the class are ballad, ranchero, rock and cumbia.

Advanced
Estudiantina Grade:
10-12
TEA: 03150600 or 03150300 or 03150400
Credit: 1.0
Prerequisite: Estudiantina
Course Description: This course provides students the ability to play instruments, but to also learn about traditional Mexican and Spanish music. The genres played in the class are ballad, ranchero, rock and cumbia.

Orchestr
a Grade: 9-
12
TEA: 03150500
Credit: 1.0
Prerequisite: None
Course Description: Orchestra is offered to students with previous orchestral experience. Educational emphasis is placed on the advancement of instrumental technique, further development of music reading and comprehension skills, independent musicianship, style, and a deeper understanding of small group ensemble music, and orchestral literature. Literature will contain both Classical and Popular music. Students will perform both in small group ensemble projects and as a large group.

Wind Ensemble I-I
Grade: 9-12V
TEA: 03150100, or 03150200, or 03150300, or 03150400
Credit: 1.0
Prerequisite: Audition
Course Description: The class consists primarily of upperclassmen. Advanced fundamentals and advanced levels of high school music are the focus of the class. Students are placed in this band through audition and director recommendation. Activities include marching band, parades, concert, solos and ensemble, region band, marching and concert contests, community performances, and music theatre productions.

Note: This is an activity-based course that counts as a Physical Education substitution in the fall semester.

Symphonic Band I-IV

Grade: 9-12

TEA: 03150100,or 03150200, or 03150300, or 03150400

Credit: 1.0

Prerequisite: Audition

Course Description: The Symphonic Band is the third most advanced band level. The class consists of students from all grade levels and focuses on fundamental skills and a variety of music. Students are placed in this band through audition and/or director recommendation. Activities include marching band, parades, concert, solos and ensemble, region band, marching and concert contests, and community performances.

Note: This is an activity-based course that counts as a Physical Education substitution in the fall semester.

Concert Band I-IV

Grade: 9-12

TEA: 03150100,or 03150200, or 03150300, or 03150400

Credit: 1.0

Prerequisite: Audition

Course Description: The class consists of students from all grade levels and focuses on fundamental skills and a variety of music. Students are placed in this band through audition and/or director recommendation. Activities may include marching band, parades, concert, solos and ensemble, region band, marching and concert contests, and community performances.

Note: This is an activity-based course that counts as a Physical Education substitution in the fall semester.

Instrumental Ensemble I-IV

Grade: 9-12

TEA: 03151700, or 03151800, or 03151900, or 03152000

Credit: 1.0

Prerequisite: Audition, Concurrent enrollment in a performance band class

Course Description: The Instrumental Ensemble course is designed for more in-depth study of instrumental music performance. The course offers individualized and differentiated instruction to students seeking extra music instruction beyond the band class. The course utilizes instrumental method books, band class selections, TMEA All-State Band audition music, and UIL Solo and Ensemble repertoire as the basis for individualized instruction.

Beginner Guitar I

Grade: 9-12

TEA: 03154600

Credit: 1.0

Prerequisite: None

Course Description: Guitar class is open to all students. Students will learn beginning acoustic guitar techniques, strumming and melodic playing techniques, as well as reading music and tablature. Students must provide their own guitar (electric or acoustic) to practice on in class and at home. Students will also be required to purchase the beginning guitar book which they will keep. Students must be willing/able to work in a large group setting and perform in public. The beginning guitar student will need to practice 20-40 minutes daily to achieve success. Anything less will achieve limited results.

Color Guard I-IV
Grade: 9-12
TEA: 03830100, or 03830200, or 03830300, or 03830400
Credit: 1.0
Prerequisite: Audition
Course Description: The SBHS Color Guard is an integral part of the San Benito High School Band, and is an expression of music through dance and guard equipment (flags, rifles, sabers). The guard continues in the spring semester as a competitive unit called Winter Guard, allowing the students to develop their skills throughout the spring semester. Dance skills are taught from a basic level to advanced skills focusing on modern dance and ballet. Attendance at all marching band and Winter Guard performances is required.

Mariachi and Conjunto Band I-IV
Grade: 9-12
TEA: 03153800, or 03153900, or 03154000, or 03154100
Credit: 1.0
Prerequisite: Audition for director
Course Description: This course is designed for those interested in continued study of learning and playing the folk music of Mexico. Students will study mariachi music through instrumental and vocal performance. Students who are instrumentalists must provide an instrument (guitar or violin) for refining instrumental performance skills. This is not a beginner mariachi class and previous experience is required.

Dual Film Appreciation (TSC-COMM 2366)	10-12	1.0	TSIA2 ELAR	
Dual Arts and Entertainment Technologies (UT-Austin OnRamps-AET 304)	11-2	2.0	none	13009910

ARTS 1301 – Art Appreciation
Dual Art Appreciation (TSC-ARTS 1301)
High School Credit: Art II
Grade: 10-12
TEA: 03500500
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: This course is a general introduction to the visual arts designed to create an appreciation of the vocabulary, media, techniques, and purposes of the creative process. Students will critically interpret and evaluate works of art within formal, cultural, and historical contexts.

Dual Music Appreciation (TSC-MUSI 1306)
High School Credit: Music Studies, Music Appreciation I
Grade: 10-12

TEA: 03155600
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Tune into the world of music with an exploration of historical styles, famous composers, and cultural impact. This course opens students' ears to music's role in shaping society.

Dual Film Appreciation (TSC-COMM 2366)
High School Credit: Music Studies, Music Appreciation I
Grade: 10-12
TEA:
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Lights, camera, critical thinking! Students explore film history, genres, and cinematic techniques while analyzing how movies reflect and shape society. Great for creatives and pop culture enthusiasts alike.

Dual Arts and Entertainment Technologies (UT-Austin OnRamps-AET 304)
High School Credit: Audio/Video Production II
Grade: 10-12
TEA: 03155600
Credit: 1.0
Prerequisite: None – TSIA2 waived through UT OnRamps instructional model
Course Description: This course explores creative technologies used in film, music, video games, and interactive media. Students learn design principles and digital tools while building real-world tech and storytelling skills for careers in the creative industry.

OPPORTUNITIES FOR COLLEGE CREDIT WHILE IN HIGH SCHOOL

San Benito High School students have the opportunity to include courses in their high school graduation plan that may also apply toward college. Students can earn college credit immediately, earn credit that is awarded later, or prepare to take an advanced placement exam. **Each course taken for this purpose should be carefully selected to count towards the two or four-year degree that is appropriate to the student's area of interest.**
There are three ways a student can earn college credit for a course taken in high school:

DUAL CREDIT: San Benito High School offers students the opportunity to enroll in university courses while attending high school. This **Dual Enrollment Program** builds an academic bridge to the postsecondary level, while providing students and parents with a preview of postsecondary standards and expectations while studying in a familiar high school setting. Upon successful completion, these courses will be applied to the student's high school graduation requirements and may be applied to a postsecondary degree. Courses can be offered through a variety of options, such as by adjunct instructors at the SBHS campus or via online course delivery. SBHS students pay no tuition for dual enrollment courses.

ADVANCED PLACEMENT: Students who complete AP courses while in high school may be eligible to receive college credit based on the results of an AP end-of-course exam. All AP exams are developed and scored by the College Board. To find out the specific value of an AP exam grade at a specific college or university, visit www.collegeboard.com/ap/creditpolicy.

ADVANCED TECHNICAL CREDIT/ARTICULATED HIGH SCHOOL COURSES: A student who completes the coherent sequence of content-enhanced career technical courses in high school may be eligible for college credit after enrolling in technical programs at participating two-year colleges (articulation).

The San Benito High School Dual Credit Program
Texas Southmost College

San Benito High School College and Career Center CISD in partnership with Texas Southmost College, has made the following academic Dual Enrollment courses available to San Benito High School and Veterans Memorial Academy students for the 2025-2026 school year.

All classes are held on the San Benito High School campus and follow the Texas Southmost College -academic calendar.

Eligibility requirements are as follows:

Overall High School GPA/average of a "B" or better (This is equivalent to a 2.5 or higher GPA on a 4.0 scale)
Must satisfy TSI requirements
Submit completed registration materials by announced deadline
Students will follow a Program of Study / Degree Plan

Course Descriptions:

Dual Enrollment - Composition I (TSC - ENGL 1301)
High School Credit: English III
Grade: 11-12
TEA: 03220300
Credit: 1.0
Prerequisite: TSIA2 ELAR passing score
Course Description: Strengthen writing skills with a focus on structure, clarity, and persuasive techniques. Students will write essays based on critical reading and research—a must for college readiness across all disciplines.

Dual Enrollment - Composition II (TSC - ENGL 1302)
High School Credit: English IV
Grade: 11-12
TEA: 03220400
Credit: 1.0
Prerequisite: completion of ENGL 1301 with a minimum grade of "C"
Course Description: Builds on the fundamentals from Composition I, with a deeper dive into argumentation, literary analysis, and research. Students will strengthen their writing voice and prepare for college-level communication across disciplines.

Dual Enrollment Forms of Literature (TSC - ENGL 2341)
High School Credit: Literary Genres
Grade: 12
TEA: 03221500
Credit: 1.0
Prerequisite: completion of ENGL 1301 with a minimum grade of "C"
Course Description: Discover how poetry, drama, and prose reflect the human experience. This literary deep-dive challenges students to analyze themes and craft thoughtful critiques.

Dual Enrollment Speech (Public Speaking) (TSC-SPCH 1315)
High School Credit: Literary Genres
Grade: 12

TEA: 03241400

Credit: 0.5

Prerequisite: TSA2 ELAR

Course Description: This course develops students' confidence and effectiveness in public speaking through practice in crafting and delivering speeches. Emphasis is placed on audience analysis, speech organization, and communication ethics—skills that benefit students in any career path.

Dual Enrollment Speech (Interpersonal Communication) (TSC-SPCH 1318)
High School Credit: Literary Genres
Grade: 12

TEA: 03241200

Credit: 0.5

Prerequisite: TSA2 ELAR

Course Description: Dive into the dynamics of one-on-one communication. Students will explore verbal and nonverbal cues, conflict resolution, and relationship building—great preparation for leadership roles and real-world interactions.

Dual Enrollment College Algebra (TSC - MATH 1314)
High School Course: Algebra II
Grade: 10-12
TEA: 03100600
Credit: 1.0
***Prerequisite*:** TSIA2 Math
***Course Description*:** This course is in-depth study and applications of polynomial, rational, radical, exponential and logarithmic functions, and systems of equations using matrices. Additional topics such as sequences, series, probability, and conics may be included.

Dual Enrollment Pre-Calculus (TSC - MATH 2412)
High School Course: Precalculus
Grade: 11-12
TEA: 03101100
Credit: 1.0
***Prerequisite*:** Algebra I, Geometry, and MATH 1314
***Course Description*:** A rigorous prep for calculus covering trigonometry, advanced algebra, and analytical geometry. This course is ideal for students pursuing STEM careers and builds a strong mathematical foundation for college-level math.

Dual Enrollment Calculus I (TSC - MATH 2413)
High School Course: Independent Study In Mathematics
Grade: 12
TEA: A3100101 03102500
Credit: 1.0
***Prerequisite*:** completion of MATH 1314, MATH 1316, and MATH 1348 with a minimum grade of "C" MATH 2412
***Course Description*:** This course covers limits and continuity; the Fundamental Theorem of Calculus; definition of the derivative of a function and techniques of differentiation; applications of the derivative to maximizing or minimizing a function; the chain rule, mean value theorem, and rate of change problems; curve sketching; definite and indefinite integration of algebraic, trigonometric, and transcendental functions, with an application to calculation of areas.

BIOL 1306 - Biology I
Grade: 11-12
TEA: 13037200*
Credit: 1.0
***Prerequisite*:** Biology and Chemistry and MATH 1314
***Course Description*:** Fundamental principles of living organisms will be studied, including physical and chemical properties of life, organization function, evolutionary adaptations, and classification. Concepts of cytology, reproduction, genetics, and scientific reasoning are included. *This course is listed as *Scientific Research and Design* in the high school transcripts of students.

BIOL 1307 - Biology II
Grade: 11-12
TEA: 13037200*
Credit: 1.0
***Prerequisite*:** BIOL 1306
***Course Description*:** The diversity of classification of life will be studied, including animals, plants, protists, fungi, and

prokaryotes. Special emphasis will be given to anatomy, ecology, and evolution of plants and animals. This course is a comparative study of form and function in animals including a survey of animal diversity and general principles of physiological mechanisms. *This course is listed as *Scientific Research and Design* in the high school transcripts of students.

PHYS 1301 - Physics I
Dual Enrollment - College Physics I (PHYS 1301/1101 – Texas Southmost College)
High School Credit: Scientific Research and Design
Grade: 11-12
TEA: 03050000
Credit: 1.0
***Prerequisite*:** MATH 1314 and Trigonometry MATH 2412
***Course Description*:** This course covers the fundamental principles of physics, using algebra and trigonometry: the principles and applications of classical mechanics and thermodynamics, including harmonic motion, mechanical waves and sound, physical systems, Newton's Laws of Motion, and gravitation and other fundamental forces.

PHYS 1317 - Physics II
Dual Enrollment - College Physics II (PHYS 1302/1102 – Texas Southmost College)
Grade: 11-12
TEA: 13037210*
Credit: 1.0
***Prerequisite*:** PHYS 1301/1101 and MATH 1314
***Course Description*:** This course covers the fundamental principles of physics, using algebra and trigonometry; the principles and applications of electricity and magnetism, including circuits, electrostatics, electromagnetism, waves, sound, light, optics, and modern physics topics; with emphasis on problem solving. *This course is listed as *Scientific Research and Design II* in the high school transcripts of students.

Dual Enrollment - Anatomy and Physiology I (BIOL 2301/2101 – Texas Southmost College)
High School Credit: Anatomy and Physiology
Grade: 10-12
TEA: 13020600
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: Explore the human body's structure, from cells and tissues to major organ systems. The lab component deepens understanding—ideal for future healthcare professionals and biology enthusiasts.

Dual Enrollment - Anatomy and Physiology II (BIOL 2302/2102 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 11-12
TEA: 03060300
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of A&P I, this course covers the cardiovascular, respiratory, digestive, urinary, and reproductive systems. A must-have for students headed into nursing, kinesiology, or medical careers.

Dual Enrollment - Biology for Non-Science Majors I (BIOL 1308/1108 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 10-12
TEA: 03060300
Credit: 1.0

Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A lecture and lab combo designed for non-science majors. Explore the basics of cell biology, genetics, and ecology with hands-on activities—perfect for curious minds not pursuing STEM fields.

Dual Enrollment - Biology for Non-Science Majors II (BIOL 1309/1109 – Texas Southmost College)
High School Credit: Specialized Topics in Science (Second Time Taken)
Grade: 11-12
TEA: 03060310
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of Biology I, this course explores evolution, biodiversity, and environmental science. Ideal for students seeking a practical, approachable science course.

Dual Enrollment - General Chemistry I (CHEM 1311/1111 – Texas Southmost College)
High School Credit: Specialized Topics in Science (First Time Taken)
Grade: 10 -12
TEA: 03060300
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: This course introduces chemical principles including atomic structure, bonding, and chemical reactions. The accompanying lab reinforces key concepts and prepares students for advanced studies in science, healthcare, or engineering.

Dual Enrollment - General Chemistry II (CHEM 1312/1112 – Texas Southmost College)
High School Credit: Specialized Topics in Science (Second Time Taken)
Grade: 10 -12
TEA: 03060310
Credit: 1.0
Prerequisite: TSIA2 ELAR and Math passing scores
Course Description: A continuation of Chemistry I, this course dives deeper into thermodynamics, kinetics, equilibrium, and electrochemistry. Lab work helps solidify theoretical concepts, making it ideal for future science majors.

HIST 1301 - United States to 1877
Dual Enrollment US History I: United States to 1877 (TSC-HIST 1301)
High School Credit: Special Topics in Social Studies (First Time Taken)
Grade: 10-12
TEA: 03380021 03380002
Credit: 1.0
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the social, political, economic, cultural, and intellectual history of the United States from the pre- Columbian era to the Civil War/Reconstruction period. United States History I includes the study of pre-Columbian, colonial, revolutionary, early national, slavery and sectionalism, and the Civil War/Reconstruction eras. Themes that may be addressed in United States History I include: American settlement and diversity, American culture, religion, civil and human rights, technological change, economic change, immigration and migration, and creation of the

federal government.

HIST 1302 - United States Since 1877
Dual Enrollment US History II: United States Since 1877 (TSC-HIST 1302)
High School Credit: United States History Studies Since 1877
Grade: 11
TEA: 03340100
Credit: 1.0
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the social, political, economic, cultural, and intellectual history of the United States from the Civil War/Reconstruction era to the present. US History II examines industrialization, immigration, world wars, the Great Depression, Cold War and post-Cold War eras. Themes in United States History II include American culture, religion, civil and human rights, technological change, economic change, immigration and migration, urbanization and suburbanization, the expansion of the federal government, and the study of U.S. foreign policy.

GOVT 2305 - Federal Government

Dual Enrollment US Government (TSC-GOVT 2305)

High School Credit: United States Government

Grade: 11-12
TEA: 03330100
Credit: 1.0 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the origin and development of the U.S. Constitution, structure and powers of the national government including the legislative, executive, and judicial branches, federalism, political participation, the national election process, public policy, civil liberties and civil rights.

GOVT 2306 – Texas Government

Dual Enrollment Texas Government (TSC-GOVT 2306)
High School Credit: Social Studies Advanced Studies
Grade: 11-12
TEA: 03380021
Credit: 1.0 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: A survey of the origin and development of the Texas Constitution, structure and powers of state and local government, federalism, and inter-governmental, relations, political participation, the election process, public policy, and the political culture of Texas

ECON 2301 - Principles of Macroeconomics
Dual Enrollment Economics (TSC-ECON 2301)
High School Credit: Special Topics in Social Studies / Economics
Grade: 11-12
TEA: 03310300
Credit: 1.0 0.5 / 0.5
Prerequisite: Reading TSI Assessment TSIA2 ELAR
Course Description: An analysis of the economy as a whole including measurement and determination of Aggregate Demand and Aggregate Supply, national income, inflation, and unemployment. Other topics include international trade, economic growth, business cycles, and fiscal policy and monetary policy.

PSYC 2301 - General Psychology
Dual Enrollment General Psychology (TSC-PSYC 2301)
High School Credit: Social Studies Advanced Studies / Psychology
Grade: 10-12
TEA: 03380001 / 03350100
Credit: 1.0
Prerequisite: Reading and Writing TSI Assessment TSIA2 ELAR
General Psychology is a survey of the major psychological topics, theories and approaches to the scientific study of behavior and mental processes.

Dual Enrollment Introduction to Sociology (TSC-SOCI 1301)

High School Credit: Social Studies Advanced Studies / Sociology
Grade: 10-12
TEA: 03380021 / 03350100
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Explore how society shapes individual behavior through culture, socialization, and institutions. This course encourages critical thinking about inequality, identity, and community—perfect for future social scientists and thoughtful citizens alike.

SPAN 2313 – Spanish for Native/Heritage Speakers I
Grade: 10-12
TEA: 03440100
Credit: 1.0
Prerequisite: TSI Assessment
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

SPAN 2315 – Spanish for Native/Heritage Speakers II
Grade: 10-12
TEA: 03440200
Credit: 1.0
Prerequisite: TSI Assessment
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

Dual Enrollment - Spanish (SPAN 2313 – Spanish for Native/Heritage Speakers I & SPAN 2315 – Spanish for Native/Heritage Speakers II)
High School Credit: Spanish III
Grade: 10 -12
TEA: 03440300
Credit: 1.0
Prerequisite: **TSIA2 ELAR**
Course Description: This course builds upon existing oral proficiencies of heritage speakers of Spanish. Enhances proficiencies in the home-based language by developing a full range of registers including public speaking and formal written discourse. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.

ARTS 1301 – Art Appreciation
Dual Art Appreciation (TSC-ARTS 1301)
High School Credit: Art II
Grade: 10-12
TEA: 03500500
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: This course is a general introduction to the visual arts designed to create an appreciation of the vocabulary, media, techniques, and purposes of the creative process. Students will critically interpret and evaluate works of art within formal, cultural, and historical contexts.

Dual Music Appreciation (TSC-MUSI 1306)
High School Credit: Music Studies, Music Appreciation I
Grade: 10-12
TEA: 03155600
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Tune into the world of music with an exploration of historical styles, famous composers, and cultural impact. This course opens students' ears to music's role in shaping society.

Dual Film Appreciation (TSC-COMM 2366)
High School Credit: Music Studies, Music Appreciation I
Grade: 10-12
TEA:
Credit: 1.0
Prerequisite: TSIA2 ELAR
Course Description: Lights, camera, critical thinking! Students explore film history, genres, and cinematic techniques while analyzing how movies reflect and shape society. Great for creatives and pop culture enthusiasts alike.

University of Texas - Austin

San Benito High School College and Career Center CISD in partnership with The University of Texas-Austin, has made the following Dual Enrollment courses available to San Benito High School students.

Dual Enrollment Rhetoric and Writing (UT Austin OnRamps - RHE 306)

High School Credit: English III
Grade: 11-12
TEA: 03220355
Credit: 1.0
TSI Requirement: None – TSI waived through UT OnRamps instructional model
Course Description: Develop persuasive writing and critical thinking skills through academic argumentation. This course equips students to analyze texts, build evidence-based claims, and refine their voice—perfect preparation for any college writing experience.

Dual Enrollment Topics in Writing (UT Austin OnRamps - RHE 309J)
High School Credit: English IV
Grade: 11-12
TEA: 03220455
Credit: 1.0
TSI Requirement: None – TSI waived through UT OnRamps instructional model
Course Description: An advanced writing course that takes a thematic approach—students explore a central topic while mastering research, synthesis, and rhetorical strategies.

Dual Enrollment College Algebra (M 301 – University of Texas at Austin)
High School Course: Independent Study In Mathematics
Grade: 12
TEA: 03102501
Credit: 1.0
***Prerequisite*:** None – TSIA2 waived through UT OnRamps instructional model
***Course Description*:** This course builds a solid foundation in algebraic concepts, focusing on functions, graphs, and problem-solving strategies. A great launchpad for students interested in business, science, or tech pathways..

Dual Enrollment - Geoscience (GEO 302E – University of Texas at Austin)
High School Credit: Earth Systems Science
Grade: 10 -12
TEA: 03050000
Credit: 1.0
Prerequisite: None (TSI waived through UT OnRamps instructional model)
Course Description: Examine Earth's processes—from volcanoes and earthquakes to climate change and ocean dynamics. Students will analyze real data and current environmental topics while learning how Earth systems interact and change over time.

Dual Arts and Entertainment Technologies (UT-Austin OnRamps-AET 304)
High School Credit: Audio/Video Production II
Grade: 10-12
TEA: 03155600
Credit: 1.0
Prerequisite: None – TSIA2 waived through UT OnRamps instructional model
Course Description: This course explores creative technologies used in film, music, video games, and interactive media. Students learn design principles and digital tools while building real-world tech and storytelling skills for careers in the creative industry.

Texas State Technical College - Harlingen

San Benito High School College and Career Center CISD in partnership with Texas State Technical College - Harlingen, has made the following Dual Enrollment courses available to San Benito High School students.

EDTC-1301 – Educational Systems
Grade: 11, 12
TEA: 13014400
Credit: 1.0
Prerequisite: Application and Teacher Recommendation
Course Description: A study of the role and responsibilities of educational personnel with emphasis on development of professionalism and communication strategies with adults. Topics include the various codes of ethics governing the educational field, the issue of confidentiality, learners' rights and responsibilities, and challenges facing schools.

EDTC-2311 – Instructional Practices and Effective Learning Environments
Grade: 11, 12
TEA: 13014500
Credit: 1.0
Prerequisite: Application and Teacher Recommendation
Course Description: General principles for selecting developmentally appropriate strategies in core curriculum areas, planning the classroom environment, and instructional accommodations and modifications. Topics address methods for supporting instructional planning and implementation of educational goals and objectives. Also examines cooperative learning strategies.

EDTC-1341 – Instructional Technology and Computer Applications
Grade: 11, 12
TEA: N1300510
Credit: 1.0
Prerequisite: Application and Teacher Recommendation
Course Description: Examination of specialized educational technology. Topics include the integration of educational computer terminology, system operations, software, and multimedia in the contemporary classroom environment.

EDTC-2317 – Guiding Student Behavior – Classroom Management
Grade: 11, 12
TEA: 13014400
Credit: 1.0
Prerequisite: Application and Teacher Recommendation
Course Description: A study of developmentally appropriate direct and indirect guidance techniques for use in various school environments. Topics include identification of causes of inappropriate behavior, establishing and managing routines, the environment's role in promoting positive behavior, promoting self-esteem negotiation/conflict resolution strategies, and enhancing positive self-direction. Emphasis in implementation of a behavior management plan.

CRIJ 1301 - Introduction to the Criminal Justice System (*pending*)
Grade: 10-12
TEA: 13029400
Credit: 1.0
Prerequisite: TSI Assessment
Course Description: This course provides a historical and philosophical overview of the American criminal justice system, including the nature, extent, and impact of crime; criminal law; and justice agencies and processes.

Advanced Placement (AP) Courses

San Benito High School offers Advanced Placement (AP) courses to students who are ready to engage in college level course content and rigorous academics. Courses are available in English, Social Studies, Mathematics, Science, Spanish Language, and Art. The AP Program offers college level instruction to academically successful high school student with the option of taking an Advanced Placement examination and possibly qualifying for college credit. AP students are expected to work at an accelerated pace and to engage in outside reading and independent learning. AP courses are open to all students with the prerequisite coursework who wish to take on the additional challenge of advanced academics. Students who choose to enroll, however, should be prepared for the increased academic rigor of these courses. AP courses concentrate on providing students with rigorous college level academic instruction while preparing students for the AP exam associated with the course. AP courses earn weighted grade points. Students are responsible for ensuring that the college that they are planning to attend will award credit for AP examination scores.

A student shall be awarded additional grade points for scores earned on corresponding AP exams taken in grades 9-11 at the first opportunity after enrolling in the course for eligible courses in any category in accordance with the following:

Score on AP Exam	Additional Grade Points
3	1.00
4	1.50
5	2.00

Beginning with the graduating class of 2026, a student shall be awarded additional grade points for scores earned on corresponding AP exams taken in grades 9-11 at the first opportunity after enrolling in an eligible AP course in accordance with the chart above. EIC (LOCAL)

******Students enrolled in an AP course MUST take the corresponding Advanced Placement exam**. ****

Advanced Placement English Language and Composition (English 3)
Grade: 11
TEA: A3220100
Credit: 1.0
Prerequisite: English 2
Course Description: Advanced Placement English Language and Composition examines major elements of nonfiction and American literature. Students read from a variety of genres that address varying historical periods, disciplines and rhetorical contexts. From these endeavors, students apply stylistic and rhetorical strategies and techniques to their own writings. Five to eight major works are required during the school year. Additionally, students prepare for the AP English Language and Composition exam, with an emphasis on writing under time constraints. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement English Literature and Composition (English 4)
Grade: 12
TEA: A3220200
Credit: 1.0
Prerequisite: English 3 or English 3 AP
Course Description: Advanced Placement English Literature and Composition includes the study of prose and poetry by British and World authors from the 16th century through contemporary times. Additionally, students prepare for the AP English Literature and Composition exam, with an emphasis on writing under time constraints. Five to eight major works are required during the school year. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement
Precalculus Grade: 11, 12
TEA: 03101100
Credit: 1.0
Prerequisite: Algebra I, Geometry, Algebra II, Honors Precalculus
Course Description: This course provides more in-depth experience in the concepts of Pre-calculus. Pre-calculus is designed to provide a firm foundation for high-level mathematics courses. Topics in this college-preparatory course include functions and their graphs, conics, trigonometric identities and equations, vectors, periodic functions, trigonometric and analytic applications, concept of infinity and limit, concepts of reasoning, and logic for use with proofs. The next course is usually Calculus. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Calculus
AB Grade: 12
TEA: A3100101
Credit: 1.0
Prerequisite: Pre-calculus, Dual Enrollment Calculus
***Course Description*:** AP Calculus AB is equivalent to the first semester of college-level Calculus. This course explores the concepts, methods, and applications of differential and integral calculus. You'll work to understand the theoretical basis and solve problems by applying your knowledge and skills. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Statistics
Grade: 11-12
TEA: A3100200
Credit:1.0
***Prerequisite*:** Geometry and Algebra II
***Course Description*:** AP Statistics is built around learning about the major concepts and tools used for collecting, analyzing, and drawing conclusions from data. You'll explore statistics through discussion and activities, and you'll design surveys and experiments. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Computer Science Principles
Grade: 9-12
TEA: A3580300
Credit: 1.0
***Prerequisite*:** Algebra I
***Course Description*:** This course students will learn the principles that underlie the science of computing and develop the thinking skills that computer scientists use. You'll work on your own and as part of a team to creatively address real-world issues using the tools and processes of computation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Biology
Grade: 11-12
TEA: A3010200
Credit: 1.0
***Prerequisite*:** Biology and Chemistry
Course Description: This course provides students with the conceptual framework, factual knowledge, and analytical skills necessary to deal critically with the rapidly changing science of biology. Instruction follows the AP course description and emphasizes the development of understanding concepts which allows the student to grasp science as an inquiry-based process while recognizing the unifying themes that integrate the major topics of biology. Students use open-ended activities to conduct internet research, work in collaboration with other disciplines, and integrate the history of scientists. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Chemistry
Grade: 11-12
TEA: A3040000
Credit: 1.0
Prerequisite: Chemistry and Algebra II
Course Description: Students attain a depth of understanding of the fundamentals and a reasonable competence in dealing with chemical problems. The course contributes to the development of the students' abilities to think clearly and express ideas. Labs and activities are designed to reflect the requirements of the advanced placement program. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Environmental Science
Grade: 11-12
TEA: A3020000
Credit: 1.0
Prerequisite: Biology, Chemistry, Algebra I
Course Description: This course investigates interrelationships between people and the natural world. This course integrates natural sciences, including biology, chemistry and earth science with social sciences to analyze contemporary environmental problems such as pollution, resource acquisitions, biodiversity and global warming. A strong laboratory and field investigation component is included allowing students to explore issues that affect their own lives. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Physics I
Grade: 11-12
TEA: A3050003
Credit: 1.0
***Prerequisite*:** Algebra 1, Geometry, and Algebra II concurrently
Course Description: This is an algebra-based, introductory college-level physics course taught over a full school year. The course explores topics such as Newtonian mechanics (including rotational motion); work, energy and power; mechanical waves and sound; and introduces simple circuits. Through inquiry-based learning, students will develop scientific critical thinking and reasoning practices. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Human Geography
Grade: 9
TEA: A3360100
Credit: 1.0
Prerequisite: Honors Geography
Course Description: AP Human Geography is an introductory college-level human geography course. Students cultivate their understanding of human geography through data and geographic analyses as they explore topics like patterns and spatial organization, human impacts and interactions with their environment, and spatial processes and societal changes. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement World History: Modern
Grade: 10
TEA: A3370100
Credit: 1.0
Prerequisite: Honors World History
Course Description: AP World History: Modern is an introductory college-level modern world history course. Students cultivate their understanding of world history from c. 1200 CE to the present through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like humans and the environment, cultural developments and interactions, governance, economic systems, social interactions and organization, and technology and innovation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement US History
Grade: 11
TEA: A3340100
Credit: 1.0
Prerequisite: Honors US History
Course Description: AP U.S. History is an introductory college-level U.S. history course. Students cultivate their understanding of U.S. history from c. 1491 CE to the present through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like American and national identity; work, exchange, and technology; geography and the environment; migration and settlement; politics and power; America in the world; American and regional culture; and social structures. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Macroeconomics

Grade: 11-12
TEA: A3310200
Credit: 1.0 0.5
Prerequisite: Honors Economics
Course Description: AP Macroeconomics is an introductory college-level macroeconomics course. Students cultivate their understanding of the principles that apply to an economic system as a whole by using principles and models to describe economic situations and predict and explain outcomes with graphs, charts, and data as they explore concepts like economic measurements, markets, macroeconomic models, and macroeconomic policies. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement United States Government & Politics

Grade: 12
TEA: A3330100
Credit: 1.0 0.5
Prerequisite: Honors Government
Course Description: AP U.S. Government and Politics is an introductory college-level course in U.S. government and politics. Students cultivate their understanding of U.S. government and politics through analysis of data and text-based sources as they explore topics like constitutionalism, liberty and order, civic participation in a representative democracy, competing policy-making interests, and methods of political analysis. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement European History

Grade: 11-12
TEA: A3340200
Credit: 1.0
Course Description: AP European History is an introductory college-level European history course. Students cultivate their understanding of European history through analyzing historical sources and learning to make connections and craft historical arguments as they explore concepts like interaction of Europe and the world; economic and commercial developments; cultural and intellectual developments; states and other institutions of power; social organization and development; national and European identity; and technological and scientific innovation. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

AP Spanish Language and Culture

Grade: 9-12
TEA: A3440100
Credit: 1.0
Prerequisite: Two credits in Spanish or equivalent proficiency
Course Description: This course is intended for students who use Spanish for active communication. Students enrolled in this course will develop their proficiency in all four language skills: aural/oral, reading comprehension, advanced grammar structure and composition. Emphasis will be placed on a selection of Latin American writers, with a focus on extensive reading and writing. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the**

corresponding AP exam in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

AP Spanish Literature and Culture
Grade: 10-12
TEA: A3440200
Credit: 1.0
Prerequisite: Teacher recommendation and at least two credits in Spanish or equivalent proficiency
Course Description: Students build their language skills and cultural knowledge by exploring works of literature written in Spanish. Using Spanish to communicate, students will read, analyze, discuss, and write about works by Spanish, Latin-American, and U.S. Hispanic authors of different periods.
Note: Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Art
History Grade: 11-12
TEA: A3500100
Credit: 1.0
Prerequisite:
Course Description: Students develop an understanding and knowledge of architecture, sculpture, painting and other art forms within diverse historical and cultural contexts. Major forms of artistic expression from a variety of past and present cultures are studied. Students develop an understanding of the elements of art and fundamental art historical terminology as they learn to use intelligence and sensitivity in viewing works of art critically and analytically. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Studio Art: 2-Dimensional Design Portfolio

Grade: 11-12
TEA: A3500400
Credit: 1.0
Prerequisite: Art I

Course Description: This course addresses a broad interpretation of two-dimensional (2-D) design issues. Students use purposeful decision- making to integrate the elements and principles of art as they create a portfolio to fulfill the requirements of the College Board Advanced Placement 2-Dimensional Design Portfolio. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Advanced Placement Studio Art:

Drawing Grade: 11-12
TEA: A3500300
Credit: 1.0
Prerequisite: Art I

Course Description: This course addresses a broad interpretation of drawing issues and media, including light and shade, line quality, rendering of form, composition, surface manipulation and illusion of depth. Many works of painting, printmaking, mixed media, abstracts, observational and inventive works are explored. **Note:** Students enrolled in this Advanced Placement (AP) course are **required to take the corresponding AP exam** in May as part of the course expectations. Participation in the AP exam is essential for maintaining the rigor and integrity of the AP program and for eligibility to earn college credit.

Gifted and Talented (GT) Courses

San Benito High School offers Gifted and Talented (GT) courses to students who have been identified and accepted into the GT program. In Texas, "gifted and talented students" 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.

The TEA assists districts in providing comprehensive services to G/T learners in the following ways:

- Provides information on best practices, developments, and achievements in the field of G/T education to all interested parties
- Develops materials designed to assist districts in the development and implementation of model assessment procedures and services
- Facilitates partnerships among parents, institutions of higher education, communities, and school districts to design comprehensive G/T services
- Sponsors demonstration projects and develops materials that support the implementation of Advanced Placement and International Baccalaureate programs that are differentiated for the G/T students
- Collaborates with business and industry to provide additional opportunities for G/T students
- Monitors and implements any state and/or federal legislation designed to provide educational opportunities for G/T students

Through the combined efforts of the TEA, the Education Service Centers, local district personnel, colleges and universities, and the communities they serve, all children will experience an academically challenging education that enables them to maximize their potential.

Gifted-Talented Interdisciplinary Study Mentorship I-IV
Grade: 9-12
TEA: N1290309, N1290313, N1290317, N1290318
Credit: 1.0
Prerequisite: GT Program Acceptance
Course Description: This course is based on the required Texas Performance Standards Project (TPSP) for gifted and talented (G/T) learners; it offers a non-traditional learning experience to students who have the ability to create innovative products and/or performances. Students will develop a product proposal, compile a portfolio, conduct in-depth research, be matched with a mentor from the professional community, and prepare for a public presentation of their portfolio, product, or performance at the end of the school year. An audience that includes expert(s) in the field will evaluate the product and/or performance. Students work with their mentor to create a related product with real-world application and tangible documentation. The final product will be shared with an audience outside the school setting.

Career and Technical Education

CAREER CLUSTERS

Agriculture, Food & Natural Resources Career Cluster
Occupations involved in this pathway are related to agriculture, the environment, and natural resources, including earth science, environmental science, marine science, plant science, and animal science. These may include: horticulturist, fish/game warden, conservationist, biological scientist, geologist, veterinarian, and production agriculture.

Architecture & Construction Career Cluster
Occupations involved in this pathway are related to designing, planning, managing, building and maintaining the built environment. These may include: Architect, Computer Aided Drafter (CAD), Planner, Surveyor, Carpenter, Electrician, Heating, Ventilation, Air Conditioning and Refrigeration (HVAC) mechanic, Painter, Plumber, or Contractor.

Arts, A/V Technology & Communication Career Cluster
Occupations involved in this pathway design, produce, exhibit, perform, write, and publish multimedia content including visual and performing arts and design, journalism, and entertainment services. These may include: video graphics, special effects, and animation, film and video editors, audio systems technician, audio/visual technicians, reporters, radio and TV announcers, photographers, interior designers, and telecommunication equipment and repair.

Business Management & Administration Career Cluster
Occupations involved in the business environment encompass planning, organizing, directing and evaluating business functions essential to efficient and productive business operations. Business Management and Administration career opportunities are available in every sector of the economy.
These may include: Entrepreneur, Chief Executive Officer, Government Manager, Supervisor, Human Resources Manager, Sales Manager, Marketing Manager, Office Manager, and Administrative Assistant.

Education and Training Career Cluster
Occupations involved in education and training encompass planning, managing, and provide education and training services, and related learning support services. These may include: Elementary and Secondary educators, Administrators, Supervisors and Coordinators, Principals, Superintendents, Social Workers, Counselors, Teacher Aides, Librarians, and College Professors

Health Science Career Cluster
Occupations involved in health science encompass the planning, managing, and providing therapeutic services, health informatics, support services, and biotechnology research and development. These may include: Certified Nurse Assistant, Medical Assistant, Nurse, Pharmacist, Radiologist, Physician, Dentist, Admitting Clerk, Dietician, Biomedical Technician, and Quality Assurance Technician.

Hospitality and Tourism Career Cluster
Occupations involved in Hospitality and Tourism encompasses the management, marketing and operations of restaurants and other food services, lodging, attractions, recreation events and travel related services. They may include: Restaurants & Food/Beverage Services, Lodging, Travel & Tourism, Recreation, and Amusements & Attractions.

Human Services Career Cluster
Occupations involved in human services prepare individuals for employment in career pathways that relate to families and human needs. These may include: Child Care Directors, Teacher Assistants, Clinical Psychologist, School Counselors, Social Services Worker, Cosmetologist, Funeral Morticians/Embalmers, Customer Service Representatives, and Sales Consultants.

Information Technology Career Cluster
Occupations related to information technology build linkages to IT occupations framework from entry level to professional careers related to the design, development, support, and management of hardware, software, multimedia, and systems integration services. These may include: Network Administrator, Systems Administrator, Network Specialist/Technician, Database Management, Desktop Publisher, Maintenance Technician, Media Specialist, Web Designer, Software Engineer, and Computer Engineer.

Law, Public Safety, Corrections and Security Career Cluster
Occupations related to law, public safety, corrections and security encompass planning, managing, and providing legal, public safety, protective services and homeland security, including professional and technical support services. These may include: Warden, Jail Administrator, Probation/ Parole Officer, Attorney, Emergency Management and Response Coordinator, Security Officer, Emergency Dispatcher, Police Officer, Paramedic, Private/Corporate Investigator, IT Specialist, Sheriff, Border Patrol Officer, Customs Officer, Park Ranger, Court Reporter, and Legal Assistant.

Manufacturing Career Cluster
Occupations relating to manufacturing encompass planning, managing, and performing the processing of materials into intermediate and final products and related professional and technical support activities such as production planning and control, maintenance and manufacturing/process engineering. These may include: Assembler, Machine Operator, Painter, Welder, Electronics Engineer, Quality Control Technician, Traffic Shipping and Receiving Clerk, and Safety Coordinator.

Science, Technology, Engineering, and Mathematics Career Cluster
Occupations relating to Science, Technology, Engineering, and Mathematics encompass planning, managing, and providing scientific research, and professional and technical services (e.g., physical science, social science, and engineering), including laboratory and testing services, research and development services. These may include: Aerospace Engineer, Agricultural Engineer, Architectural Engineer, Biomedical Engineer, Computer Engineer, Computer Programmer, Drafter, Electrician, Industrial Engineer, Mechanical Engineer, Project Manager, Biologist, CAD operator, Mathematician, Physicist, Science Teacher, and Statistician.

Transportation, Distribution, and Logistics Career Cluster
Occupations relating to Transportation, Distribution and Logistics encompass planning, management, and movement of people, materials, and goods by road, pipeline, air, rail and water, and related professional and technical support services such as transportation infrastructure planning and management, logistics services, mobile equipment and facility maintenance. These may include: Dispatchers, Air Traffic Controllers, Railyard Conductors, Ship/Boat Captains, Truck Drivers, Logistics Managers, Facility Managers, Aircraft Mechanics, Automotive Body Repairers, Automotive Service Technicians, Urban Planners, Compliance Inspectors, Environmental Scientists, Travel Agents, and Cargo and Freight Agents.

Agriculture, Food, and Natural Resources

Principles of Agriculture, Food, and Natural Resources

TSDS PEIMS Code: 13000200 (PRINAFNR)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Principles of Agriculture, Food, and Natural Resources will allow students to develop knowledge and skills regarding career and educational opportunities, personal development, globalization, industry standards, details, practices, and expectations.

Professional Standards in Agribusiness

TSDS PEIMS Code: 13000800 (PROSAFNR)
Grade Placement: 10–12 Credit: .5
Prerequisite: None

Professional Standards in Agribusiness primarily focuses on leadership, communication, employer-employee relations, and problem solving as they relate to agribusiness.

Advanced Animal Science

TSDS PEIMS Code: 13000700 (ADVANSCI)
Grade Placement: 11–12 Credit: 1
Prerequisites: Biology and Chemistry or Integrated Physics and Chemistry (IPC); Algebra l and Geometry; and either Small Animal Management, Equine Science, or Livestock Production.
Recommended Prerequisite: Veterinary Medical Applications.

Advanced Animal Science examines the interrelatedness of human, scientific, and technological dimensions of livestock production. Instruction is designed to allow for the application of scientific and technological aspects of animal science through field and laboratory experiences.

Note: This course satisfies a science credit requirement for students on the Foundation High School Program.

Small Animal Management

TSDS PEIMS Code: 13000400 (SMANIMGT)
Grade Placement: 10–12 Credit: .5
Prerequisite: None.

In Small Animal Management, students will acquire knowledge and skills related to small animals and the small animal management industry. Small Animal Management may address topics related to small mammals such as dogs and cats, amphibians, reptiles, and birds.

Equine Science

TSDS PEIMS Code: 13000500 (EQUINSCI)
Grade Placement: 10–12 Credit: .5
Prerequisite: None.

In Equine Science, students will acquire knowledge and skills related to equine animal systems and the equine industry. Equine Science may address topics related to horses, donkeys, and mules.

Veterinary Medical Applications

TSDS PEIMS Code: 13000600. 13000610 (LAB) (VETMEDAP, VETMEDLAB)
Grade Placement: 11–12 Credit: 1, 2
Prerequisites: Equine Science, Small Animal Management, or Livestock Production.

Veterinary Medical Applications covers topics relating to veterinary practices, including practices for large and small animal species.

Livestock Production

TSDS PEIMS Code: 13000300 (LIVEPROD)
Grade Placement: 10–12 Credit: 1
Prerequisite: None

In Livestock Production, students will acquire knowledge and skills related to livestock and the livestock production industry. Livestock Production may address topics related to beef cattle, dairy cattle, swine, sheep, goats, and poultry.

Floral Design

TSDS PEIMS Code: 13001800 (FLORAL)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Floral Design is designed to develop students' ability to identify and demonstrate the principles and techniques related to floral design as well as develop an understanding of the management of floral enterprises. Through the analysis of artistic floral styles and historical periods, students will develop respect for the traditions and contributions of diverse cultures. Students will respond to and analyze floral designs, thus contributing to the development of lifelong skills of making informed judgments and evaluations.

Note: This course satisfies a fine arts credit requirement for students on the Foundation High School Program.

Advanced Plant and Soil Science

TSDS PEIMS Code: 13002100 (ADVPSSCI)
Grade Placement: 11–12 Credit: 1
Prerequisite: None
Recommended Prerequisites: Biology, Integrated Physics and Chemistry, Chemistry, or Physics and a minimum of one credit from the courses in the Agriculture, Food, and Natural Resources Career Cluster.

Advanced Plant and Soil Science provides a way of learning about the natural world. Students should know how plant and soil science has influenced a vast body of knowledge, that there are still applications to be discovered, and that plant and soil science is the basis for many other fields of science. To prepare for careers in plant and soil science, students must attain academic skills and knowledge, acquire technical knowledge and skills related to plant and soil science and the workplace.

Note: This course satisfies a science credit requirement for students on the Foundation High School Program

Horticulture Science
TSDS PEIMS Code: 13002000 (HORTISCI)
Grade Placement: 10–12 Credit: 1
Prerequisite: None

Horticultural Science is designed to develop an understanding of common horticultural management practices as they relate to food and ornamental plant production.

Agricultural Mechanics and Metal Technologies
TSDS PEIMS Code: 13002200 (AGMECHMT)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Agriculture, Food, and Natural Resources

Agricultural Mechanics and Metal Technologies is designed to develop an understanding of agricultural mechanics as it relates to safety and skills in tool operation, electrical wiring, plumbing, carpentry, fencing, concrete, and metal working techniques. To prepare for careers in agricultural power, structural, and technical systems, students must attain academic skills and knowledge; acquire technical knowledge and skills related to power, structural, and technical agricultural systems and the industry; and develop knowledge and skills regarding career opportunities, entry requirements, industry certifications, and industry expectations

Practicum in Agriculture, Food, and Natural Resources
TSDS PEIMS Code:
13002500 (First Time Taken)(PRACAFNR1)
13002510 (Second Time Taken) (PRACAFNR2)
Grade Placement: 11–12 Credit: 2
Prerequisite: None
Recommended Prerequisite: A minimum of one credit from the courses in the Agriculture, Food, and Natural Resources Career Cluster.

Practicum in Agriculture, Food, and Natural Resources is designed to give students supervised practical application of knowledge and skills. Practicum experiences can occur in a variety of locations appropriate to the nature and level of experiences such as employment, independent study, internships, assistantships, mentorships, or laboratories. The practicum course is a paid or unpaid capstone experience for students participating in a coherent sequence of career and technical education courses in the Agriculture, Food, and Natural Resources Career Cluster.

Architecture and Construction

Principles of Architecture
TSDS PEIMS Code: 13004210 (PRINARC)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Principles of Architecture provides an overview to the various fields of architecture, interior design, and construction management. Achieving proficiency in decision making and problem solving is an essential skill for career planning and lifelong learning. Classroom studies include topics such as safety, work ethics, communication, information technology applications, systems, health, environment, leadership, teamwork, ethical and legal responsibility, employability, and career development and include skills such as problem solving, critical thinking, and reading technical drawings.

Principles of Construction

TSDS PEIMS Code: 13004220 (PRINCON)

Grade Placement: 9–12 Credit: 1

Prerequisite: None

Principles of Construction is intended to provide an introduction and lay a solid foundation for those students entering the construction or craft skilled areas. The course provides a strong knowledge of construction safety, construction mathematics, and common hand and power tools. For safety and liability considerations, limiting course enrollment to 15 students is recommended. This course also provides communication and occupation skills to assist the student in obtaining and maintaining employment.

Construction Technology I

TSDS PEIMS Code: 13005100 (CONTECH1)

Grade Placement: 10–12 Credit: 2

Prerequisite: None

Recommended Prerequisite: Principles of Construction or Principles of Architecture.

In Construction Technology I, students will gain knowledge and skills needed to enter the workforce as carpenters or building maintenance supervisors or to prepare for a postsecondary degree in construction management, architecture, or engineering. Students will acquire knowledge and skills in safety, tool usage, building materials, codes, and framing. For safety and liability considerations, limiting course enrollment to 15 students is recommended.

Construction Technology II

TSDS PEIMS Code: 13005200 (CONTECH2)

Grade Placement: 11–12 Credit: 2

Prerequisite: Construction Technology I.

In Construction Technology II, students will gain advanced knowledge and skills needed to enter the workforce as carpenters, building maintenance technicians, or supervisors or to prepare for a postsecondary degree in construction management, architecture, or engineering. Students will build on the knowledge base from Construction Technology I and are introduced to exterior and interior finish out skills. For safety and liability considerations, limiting course enrollment to 15 students is recommended.

Architectural Design I

TSDS PEIMS Code: 13004600 (ARCHDSN1)

Grade Placement: 10–12 Credit: 1

Prerequisites: Algebra I and English I.

Recommended Prerequisites: Geometry, Principles of Architecture, and Principles of Construction.

In Architectural Design I, students will gain knowledge and skills needed to enter a career in architecture or construction or prepare a foundation toward a post-secondary degree in architecture, construction science, drafting, interior design, or landscape architecture. Architectural Design I includes the knowledge of the design, design history, techniques, and tools related to the production of drawings, renderings, and scaled models for nonresidential or residential architectural purposes.

Architectural Design ll

TSDS PEIMS Code: 13004700 (ARCHDSN2)

Grade Placement: 11–12 Credit: 2

Prerequisites: Architectural Design l or Advanced Interior Design and Geometry. Recommended Prerequisites: Principles of Architecture and Principles of Construction.

In Architectural Design II, students will gain advanced knowledge and skills needed to enter a career in architecture or construction or prepare a foundation toward a postsecondary degree in architecture, construction science, drafting, interior design, or landscape architecture. Architectural Design II includes the advanced knowledge of the design, design history, techniques, and tools related to the production of drawings, renderings, and scaled models for nonresidential or residential architectural purposes.

Computer Aided Drafting for Architecture

TSDS PEIMS Code: N1300429 (CAD4ARCH)

Grade Placement: 10–12 Credit: 1

Recommended Prerequisite: Architectural Design.

Computer Aided Drafting for Architecture introduces students to the specific architectural computer aided design and drafting (CADD) software and equipment required to produce architectural working drawings and construction documents.

Electrical Technology l

TSDS PEIMS Code: 13005600 (ELECTEC1)

Grade Placement: 10–12 Credit: 1

Prerequisite None

Recommended Prerequisites: Principles of Architecture or Principles of Construction.

In Electrical Technology I, students will gain knowledge and skills needed to enter the workforce as an electrician or building maintenance supervisor, prepare for a postsecondary degree in a specified field of construction or construction management, or pursue an approved apprenticeship program. Students will acquire knowledge and skills in safety, electrical theory, tools, codes, installation of electrical equipment, and the reading of electrical drawings, schematics, and specifications.

Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology l

TSDS PEIMS Code: 13005800 (HVACREF1)

Grade Placement: 10–12 Credit: 1

Prerequisite: None

Recommended Prerequisite: Principles or Architecture, Principles of Construction, or Construction Technology l.

In Heating, Ventilation, and Air Conditioning and Refrigeration Technology I, students will gain knowledge and skills needed to enter the industry as technicians in the HVAC and refrigeration industry or building maintenance industry, prepare for a postsecondary degree in a specified field of construction management, or pursue an approved apprenticeship program. Students will acquire knowledge and skills in safety, principles of HVAC theory, use of tools, codes, and installation of HVAC and refrigeration equipment.

Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology ll

TSDS PEIMS Code: 13005900 (HVACREF2)

Grade Placement: 11–12 Credit: 2

Prerequisite: Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology l. Recommended Prerequisites: Principles of Architecture or Principles of Construction.

In Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology II, students will gain advanced knowledge and skills needed to enter the industry as HVAC and refrigeration technicians or building maintenance technicians or supervisors, prepare for a postsecondary degree in a specified field of construction or construction management, or pursue an approved apprenticeship program. Students will acquire knowledge and skills in safety, electrical theory, use of tools, codes, installation of commercial HVAC equipment, heat pumps, troubleshooting techniques, various duct systems, and maintenance practices.

Practicum in Construction Technology

TSDS PEIMS Code:13005250 (First Time Taken) (PRACCT1)
13005260 (Second Time Taken) (PRACCT2)

Grade Placement: 12 Credit: 2

Prerequisites: Construction Technology ll; Building Maintenance Technology II; Electrical Technology II; Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology II; Plumbing Technology I; or Mill and Cabinetmaking Technology.

In Practicum in Construction Technology, students will be challenged with the application of knowledge and skills gained in previous construction-related coursework. In many cases students will be allowed to work at a job (paid or unpaid) outside of school or be involved in local projects the school has approved for this class.

Arts, Audio/Video Technology, and Communications

Principles of Arts, Audio/Video Technology, and Communications

TSDS PEIMS Code: 13008200 (PRINAAVTC)

Grade Placement: 9 Credits: 1

Prerequisite: None

The goal of this course is that the student understands arts, audio/video technology, and communications systems. Within this context, students will be expected to develop an understanding of the various and multifaceted career opportunities in this cluster and the knowledge, skills, and educational requirements for those opportunities.

Animation l

TSDS PEIMS Code: 13008300 (ANIMAT1)

Grade Placement: 10–12 Credits: 1

Prerequisite: None

Recommended Prerequisite: Art l or Principles of Art, Audio/Video Technology, and Communications.

Recommended Corequisite: Animation I Lab

In addition to developing technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an understanding of the history and techniques of the animation industry.

Animation ll
TSDS PEIMS Code: 13008400 (ANIMAT2)
Grade Placement: 11–12 Credits: 1
Prerequisite: Animation l
Recommended Corequisite: Animation II Lab

In addition to developing advanced knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to create two- and three-dimensional animations. The instruction also assists students seeking careers in the animation industry.

Audio/Video Production l
TSDS PEIMS Code: 13008500 (AVPROD1)
Grade Placement: 9–12 Credits: 1
Prerequisite: None
Recommended Prerequisite: Principles of Arts, Audio/Video Technology, and Communications. Recommended Corequisite: Audio/Video Production l Lab.

In addition to developing technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an understanding of the industry with a focus on pre-production, production, and post- production audio and video products.

Audio/Video Production ll
TSDS PEIMS Code: 13008600 (AVPROD2)
Grade Placement: 10–12 Credits: 1
Prerequisite: Audio/Video Production l
Recommended Corequisite: Audio/Video Production ll Lab

Building upon the concepts taught in Audio/Video Production, in addition to developing advanced knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an advanced understanding of the industry with a focus on pre-production, production, and post- production products. This course may be implemented in an audio format or a format with both audio and video.

Commercial Photography l
TSDS PEIMS Code: 13009100 (CPHOTO1)
Grade Placement: 9–12 Credits: 1
Prerequisite: None
Recommended Corequisite: Commercial Photography l Lab

In addition to developing knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an understanding of the commercial photography industry with a focus on creating quality photographs.

Commercial Photography ll

TSDS PEIMS Code: 13009200 (CPHOTO2)

Grade Placement: 10–12 Credits: 1

Prerequisite: None.

Recommended Prerequisites: Commercial Photography l and Commercial Photography l Lab. Recommended Corequisite: Commercial Photography Lab ll.

In addition to developing advanced technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an advanced technical understanding of the commercial photography industry with a focus on producing, promoting, and presenting professional quality photographs.

Graphic Design and Illustration l

TSDS PEIMS Code: 13008800 (GRAPHDI1)

Grade Placement: 10–12 Credits: 1

Prerequisite: None

Recommended Prerequisite: Principles of Arts, Audio/Video Technology, and Communications. Recommended Corequisite: Graphic Design and Illustration l Lab.

Within this context, in addition to developing knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an understanding of the industry with a focus on fundamental elements and principles of visual art and design.

Graphic Design and Illustration ll

TSDS PEIMS Code: 13008900 (GRAPHDI2)

Grade Placement: 10–12 Credits: 1

Prerequisite: Graphic Design and Illustration l

Recommended Corequisite: Graphic Design and Illustration ll Lab

Within this context, in addition to developing knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an understanding of the industry with a focus on advanced elements and principles of visual art and design.

Professional Communications

TSDS PEIMS Code: 13009900 (PROFCOMM)

Grade Placement: 9–12 Credits: .5

Prerequisite: None

Professional Communications blends written, oral, and graphic communication in a career- based environment. Careers in the global economy require individuals to be creative and have a strong background in computer and technology applications, a strong and solid academic foundation, and a proficiency in professional oral and written communication. Within this context, students will be expected to develop and expand the ability to write, read, edit, speak, listen, apply software applications, manipulate computer graphics, and conduct internet research.

Practicum in Audio/Video Production

TSDS PEIMS Code:

13008700 (First Time Taken) (PRACAVP1)
13008710 (Second Time Taken) (PRACAVP2)

Grade Placement: 11–12 Credits: 2
Prerequisites: Audio/Video Production ll and Audio/Video Production ll Lab.

Building upon the concepts taught in Audio/Video Production II and its corequisite Audio/Video Production II Lab, in addition to developing advanced technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications Career Cluster, students will be expected to develop an increasing understanding of the industry with a focus on applying pre- production, production, and post-production audio and video products in a professional environment. This course may be implemented in an advanced audio/video or audio format. Instruction may be delivered through lab-based classroom experiences or career preparation opportunities.

Digital Design and Media Production

TSDS PEIMS CODE: 03580400 (TADGMP)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Digital Design and Media Production will allow students to demonstrate creative thinking, develop innovative strategies, and use communication tools in order to work effectively with others as well as independently. Students will gather information electronically, which will allow for problem solving and making informed decisions regarding media projects. Students will learn digital citizenship by researching current laws and regulations and by practicing integrity and respect. Students will demonstrate a thorough understanding of digital design principles that is transferable to other disciplines. The six strands include creativity and innovation; communication and collaboration; research and information fluency; critical thinking; problem solving, and decision making; digital citizenship; and technology operations and concepts.

Business Marketing and Finance

Principles of Business, Marketing, and Finance

TSDS PEIMS Code: 13011200 (PRINBMF)
Grade Placement: 9–11 Credits: 1
Prerequisite: None

In Principles of Business, Marketing, and Finance, students gain knowledge and skills in economies and private enterprise systems, the impact of global business, the marketing of goods and services, advertising, and product pricing. Students analyze the sales process and financial management principles. This course allows students to reinforce, apply, and transfer academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings in business, marketing, and finance.

Business Management

TSDS PEIMS Code: 13012100 (BUSMGT)
Grade Placement: 10–12 Credits: 1
Prerequisite: None

Business Management is designed to familiarize students with the concepts related to business management as well as the functions of management, including planning, organizing, staffing, leading, and controlling. Students will also demonstrate interpersonal and project-management skills.

Business Information Management l
TSDS PEIMS Code: 13011400 (BUSIM1)
Grade Placement: 9–12 Credits: 1
Prerequisite: None
Recommended Prerequisite:
Recommended Corequisite: Business Lab.

In Business Information Management I, students implement personal and interpersonal skills to strengthen individual performance in the workplace and in society and make a successful transition to the workforce and postsecondary education. Students apply technical skills to address business applications of emerging technologies, create word-processing documents, develop a spreadsheet, formulate a database, and make an electronic presentation using appropriate software.

Business Information Management ll
TSDS PEIMS Code: 13011500 (BUSIM2)
Grade Placement: 10–12 Credits: 1
Prerequisite: Business Information Management l.
Recommended Prerequisite: Touch System Data Entry.
Recommended Corequisite: Business Lab.

In Business Information Management II, students implement personal and interpersonal skills to strengthen individual performance in the workplace and in society and make a successful transition to the workforce or postsecondary education. Students apply technical skills to address business applications of emerging technologies, create complex word-processing documents, develop sophisticated spreadsheets using charts and graphs, and make an electronic presentation using appropriate multimedia software.

Virtual Business
TSDS PEIMS Code: 13012000 (VIRTBUS)
Grade Placement: 10–12 Credits: .5
Prerequisite: None
Recommended Prerequisites: Touch System Data Entry.

Virtual Business is designed for students to start a virtual business by creating a web presence, conducting online and off-line marketing, examining contracts appropriate for an online business, and demonstrating project-management skills. Students will also demonstrate bookkeeping skills for a virtual business, maintain business records, and understand legal issues associated with a virtual business.

Human Resources Management
TSDS PEIMS Code: 13011900 (HRMGT)
Grade Placement: 11–12 Credits: .5
Prerequisite: None

Human Resources Management is designed to familiarize students with the concepts related to human resource management, including legal requirements, recruitment, employee selection methods, and employee development and evaluation. Students will also become familiar with compensation and benefits programs as well as workplace safety, employee-management relations, and the impact of global events on human resources management.

Sports and Entertainment Marketing

TSDS PEIMS Code: 13034600 (SPORTSEM)

Grade Placement: 9–12 Credit: .5

Prerequisite: None. Recommended Prerequisite: Principles of Business, Marketing, and Finance.

Sports and Entertainment Marketing will provide students with a thorough understanding of the marketing concepts and theories that apply to sports and entertainment. The areas this course will cover include basic marketing concepts, publicity, sponsorship, endorsements, licensing, branding, event marketing, promotions, and sports and entertainment marketing strategies.

Sports and Entertainment Marketing II

TSDS PEIMS Code: N1303422 (SPORTEM2)

Grade Placement: 10–12 Credits: 0.5

Prerequisite: Sports and Entertainment Marketing. Recommended prerequisite: Principles of Business, Marketing, and Finance.

Sports and Entertainment Marketing II is an advanced course designed to build upon students' prior knowledge of sports and entertainment marketing. Students will develop a thorough understanding of advanced marketing concepts and theories as they relate to the sports and entertainment industries. Students will investigate the components of branding, sponsorships and endorsements, as well as promotion plans needed for sports and entertainment events. The course also supports career development skills and explores career options. Academic skills (mathematics, science, English, and history/social science) related to the content are a part of this course.

Practicum in Business Management

TSDS PEIMS Code: 13012200 (First Time Taken) (PRACBM)
13012210 (Second Time Taken) (PRACBM2)

Grade Placement: 11–12 Credits: 2

Prerequisite: None

Recommended Prerequisites: Touch System Data Entry and Business Management or Business Information Management ll.

Practicum in Business Management is designed to give students supervised practical application of previously studied knowledge and skills. Practicum experiences occur in a paid or unpaid arrangement and a variety of locations appropriate to the nature and level of experience.

Money Matters

TSDS PEIMS Code: 13016200 (MONEYM)

Grade Placement: 9–12 Credit: 1

Prerequisite: None

Recommended Prerequisites: Principles of Business, Marketing, and Finance.

In Money Matters, students will investigate money management from a personal financial perceptive. Students will apply critical-thinking skills to analyze financial options based on current and projected economic factors. Students will gain knowledge and skills necessary to establish short-term and long-term financial goals. Students will examine various methods of achieving short-term and long-term financial goals through various methods such as investing, tax planning, asset allocating, risk management, retirement planning, and estate planning.

Securities and Investments
TSDS PEIMS Code: 13016400 (SECINV)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Business, Marketing, and Finance.

In Securities and Investments, students will understand the laws and regulations to manage business operations and transactions in the securities industry.

Accounting I
TSDS PEIMS Code: 13016600 (ACCOUNT1)
Grade Placement: 10–12 Credit: 1
Prerequisites: None
Recommended Prerequisites: Principles of Business, Marketing, and Finance.

In Accounting I, students will investigate the field of accounting, including how it is impacted by industry standards as well as economic, financial, technological, international, social, legal, and ethical factors. Students will reflect on this knowledge as they engage in the process of recording, classifying, summarizing, analyzing, and communicating accounting information. Students will formulate and interpret financial information for use in management decision making. Accounting includes such activities as bookkeeping, systems design, analysis, and interpretation of accounting information.

Financial Mathematics
TSDS PEIMS Code: 13018000 (FINMATH)
Grade Placement: 10–12 Credit: 1
Prerequisite: Algebra l

Financial Mathematics is a course about personal money management. Students will apply critical- thinking skills to analyze personal financial decisions based on current and projected economic factors.

Note: This course satisfies a math credit requirement for students on the Foundation High School Program.

Entrepreneurship I
TSDS PEIMS Code: 13011101
Credit: 1 Prerequisite: None.
Prerequisite: None.
Recommended Prerequisites: Principles of Business, Marketing, and Finance.

In Entrepreneurship I, students will gain the knowledge and skills needed to become an entrepreneur in a free enterprise system. Students will learn the key concepts necessary to begin and operate a business. The primary focus of the course is to help students identify the types and selection criteria of business structures, understand the components of a business plan, determine feasibility of an idea using research, and develop and present a business concept. In addition, students will understand the basics of management, accounting, finance, marketing, risk, and product development

Education and Training

Principles of Education and Training
TSDS PEIMS Code: 13014200 (PRINEDTR)
Grade Placement: 9–10 Credit: 1
Prerequisite: None

Principles of Education and Training is designed to introduce learners to the various careers available within the

Education and Training Career Cluster. Students use self- knowledge as well as educational and career information to analyze various careers within the Education and Training Career Cluster. Students will develop a graduation plan that leads to a specific career choice in the student's interest area.

Child Development

TSDS PEIMS Code: 13024700 (CHILDDEV)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Human Services.

Child Development is a technical laboratory course that addresses knowledge and skills related to child growth and development from prenatal through school-age children, equipping students with child development skills. Students use these skills to promote the well-being and healthy development of children and investigate careers related to the care and education of children.

Instructional Practices

TSDS PEIMS Code: 13014400 (INPRAC)
Grade Placement: 11–12 Credit: 2
Prerequisite: None
Recommended Prerequisites: Principles of Education and Training and Human Growth and Development.

Instructional Practices is a field-based (practicum) internship that provides students with background knowledge of child and adolescent development as well as principles of effective teaching and training practices. Students work under the joint direction and supervision of both a teacher with knowledge of early childhood, middle childhood, and adolescence education and exemplary educators or trainers in direct

Practicum in Education and Training

TSDS PEIMS Code: 13014500 (First Time Taken) (PRACEDT1)
13014510 (Second Time Taken) (PRACEDT2)
Grade Placement: 12 Credit: 2
Prerequisite: Instructional Practices
Recommended Prerequisites: Principles of Education and Training and Human Growth and Development.

Practicum in Education and Training is a field-based internship that provides students background knowledge of child and adolescent development principles as well as principles of effective teaching and training practices. Students in the course work under the joint direction and supervision of both a teacher with knowledge of early childhood, middle childhood, and adolescence education and exemplary educators in direct instructional roles with elementary-, middle school-, and high school-aged students.
Students learn to plan and direct individualized instruction and group activities, prepare instructional materials, assist with record keeping, make physical arrangements, and complete other responsibilities of classroom teachers, trainers, paraprofessionals, or other educational person. Health Science

Principles of Health Science

TSDS PEIMS Code: 13020200 (PRINHLSC)
Grade Placement: 9–10 Credit: 1
Prerequisite: None

The Principles of Health Science course is designed to provide an overview of the therapeutic, diagnostic, health informatics, support services, and biotechnology research and development systems of the health care industry.

Medical Terminology
TSDS PEIMS Code: 13020300 (MEDTERM)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

The Medical Terminology course is designed to introduce students to the structure of medical terms, including prefixes, suffixes, word roots, singular and plural forms, and medical abbreviations. The course allows students to achieve comprehension of medical vocabulary appropriate to medical procedures, human anatomy and physiology, and pathophysiology.

Health Science Theory
TSDS PEIMS Code: 13020400 (HLTHSCI)
Grade Placement: 10–12 Credit: 1
Prerequisites: Biology
Recommended Corequisite: Health Science Clinical

The Health Science Theory course is designed to provide for the development of advanced knowledge and skills related to a wide variety of health careers. Students will employ hands-on experiences for continued knowledge and skill development.

Practicum in Health Science
TSDS PEIMS Code**:** 13020500 (First Time Taken) (PRACHLS1)
13020510 (Second Time Taken) (PRACHLS2)
Grade Placement: 11–12 Credit: 2
Prerequisites: Health Science Theory and Biology

The Practicum in Health Science course is designed to give students practical application of previously studied knowledge and skills. Practicum experiences can occur in a variety of locations appropriate to the nature and level of experience.

Health Science Theory/Health Science Clinical
TSDS PEIMS Code: 13020410 (HLSCLIN)
Grade Placement: 10–12 Credit: 2
Prerequisites: Biology.
Corequisite: Health Science Theory.

The Health Science Clinical course is designed to provide for the development of advanced knowledge and skills related to a wide variety of health careers. Students will employ hands-on experiences for continued knowledge and skill development. Districts are encouraged to offer this course in a consecutive block with Health Science Theory to allow students sufficient time to master the content of both courses.

Anatomy and Physiology
TSDS PEIMS Code: 13020600 (ANATPHYS)
Grade Placement: 10–12 Credit: 1
Prerequisite: Biology and a second science credit
Recommended Prerequisite: A course from the Health and Science Career Cluster

The Anatomy and Physiology course is designed for students to conduct laboratory and field investigations, use scientific methods during investigations, and make informed decisions using critical thinking and scientific problem solving. Students in Anatomy and Physiology will study a variety of topics, including the structure and function of the human body and the interaction of body systems for maintaining homeostasis.

Note: This course satisfies a science credit requirement for students on the Foundation High School Program.

Kinesiology I
TSDS PEIMS Code: N1302104 (KINES1)
Grade Placement: 9–10
Credit: 1
Prerequisites: None.
This course is designed to introduce students to the basic concepts of kinesiology. Students will gain an understanding of body mechanics, physiological functions of muscles and movements, the history of kinesiology, and the psychological impact of sports and athletic performance. Students will also explore careers within the kinesiology field and be able to explain the societal demand for kinesiology-related jobs. Students will develop a foundation in Kinesiology I that will prepare them for upper-level courses that will dive deeper into the anatomical and physiological functions of the body and provide opportunities for an industry-certified exam such as a certified personal trainer.

Kinesiology II
TSDS PEIMS Code: N1302124 (KINES2)
Grade Placement: 11-12
Credit: 1
Recommended prerequisite: Kinesiology I.
The Kinesiology II course is designed to provide students an advanced level of knowledge, skills, and understanding of body composition and the effect on health, nutritional needs of physically active individuals, qualitative biomechanics, application of therapeutic modalities, appropriate rehabilitation services, and aerobic training intensity programs. The course is designed to allow students to advance their understanding of professional standards, employability skills, and ethical and legal standards. Throughout this course, students explore the healthcare/exercise business model and gain an understanding of therapeutic sports psychology. Students develop proper aerobic fitness programs and rehabilitation programs. Kinesiology II prepares students for an industry certification exam such as Certified Personal Trainer.

Introduction to Culinary Arts

TSDS PEIMS Code: 13022550 (INCULART)
Grade Placement: 9–10 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Hospitality and Tourism.

Introduction to Culinary Arts will emphasize the principles of planning, organizing, staffing, directing, and controlling the management of a variety of food service operations. The course will provide insight into the operation of a well-run restaurant. Introduction to Culinary Arts will provide insight into food production skills, various levels of industry management, and hospitality skills. This is an entry level course for students interested in pursuing a career in the food service industry. This course is offered as a classroom and laboratory-based course.

Culinary Arts

TSDS PEIMS Code: 13022600 (CULARTS)
Grade Placement: 10–12 Credit: 2
Prerequisite: None.
Recommended Prerequisites: Principles of Hospitality and Tourism and Introduction to Culinary Arts

Culinary Arts begins with the fundamentals and principles of the art of cooking and the science of baking and includes management and production skills and techniques.
Students can pursue a national sanitation certification or other appropriate industry certifications. This course is offered as a laboratory-based course.

Advanced Culinary Arts

TSDS PEIMS Code: 13022650 (ADCULART)
Grade Placement: 10–12 Credit: 2
Prerequisite: Culinary Arts

Advanced Culinary Arts will extend content and enhance skills introduced in Culinary Arts by in- depth instruction of industry-driven standards to prepare students for success in higher education, certifications, and/or immediate employment.

Practicum in Culinary Arts

TSDS PEIMS Code: 13022700 (First Time Taken) (PRACCUL1)
13022710 (Second Time Taken) (PRACCUL2)
Grade Placement: 11–12 Credit: 2
Prerequisite: Culinary Arts

Practicum in Culinary Arts is a unique practicum that provides occupationally specific opportunities for students to participate in a learning experience that combines classroom instruction with actual business and industry career experiences. Practicum in Culinary Arts integrates academic and career and technical education; provides more interdisciplinary instruction; and supports strong partnerships among schools, businesses, and community institutions with the goal of preparing students with a variety of skills in a fast-changing culinary art based workplace.

Principles of Cosmetology Design and Color Theory

TSDS PEIMS Code: 13025050 (PRICOSMO)

Grade Placement: 9–10 Credit: 1

Prerequisites: None

Recommended Prerequisite: Principles of Human Services

In Principles of Cosmetology Design and Color Theory, students coordinate integration of academic, career, and technical knowledge and skills in this laboratory instructional sequence course designed to provide job-specific training for employment in cosmetology careers. Students will attain academic skills and knowledge as well as technical knowledge and skills related to cosmetology design and color theory. Students will develop knowledge and skills regarding various cosmetology design elements such as form, lines, texture, structure and illusion or depth as they relate to the art of cosmetology. Instruction includes sterilization and sanitation procedures, hair care, nail care, and skin care and meets the TDLR requirements for licensure upon passing the state examination. Analysis of career opportunities, license requirements, knowledge and skills expectations, and development of workplace skills are included.

Introduction to Cosmetology

TSDS PEIMS Code: 13025100 (INTCOSMO)

Grade Placement: 10 Credit: 1

Prerequisite: None

In Introduction to Cosmetology, students explore careers in the cosmetology industry. To prepare for success, students must have academic and technical knowledge and skills relative to the industry. Students may begin to earn hours toward state licensing requirements.

Cosmetology I

TSDS PEIMS Code: 13025200 (COSMET1)

Grade Placement: 10–11 Credit: 2

Recommended Prerequisite: Introduction to Cosmetology

Recommended Corequisite: Cosmetology I Lab

In Cosmetology I, students coordinate integration of academic, career, and technical knowledge and skills in this laboratory instructional sequence course designed to provide job-specific training for employment in cosmetology careers. Instruction includes sterilization and sanitation procedures, hair care, nail care, and skin care and meets the Texas Department of Licensing and Regulation (TDLR) requirements for licensure upon passing the state examination. Analysis of career opportunities, license requirements, knowledge and skills expectations, and development of workplace skills are included.

Cosmetology I/Cosmetology I Lab

TSDS PEIMS Code: 13025210 (COSLAB1)

Grade Placement: 10-11 Credits: 1

Recommended prerequisite: Introduction to Cosmetology

This course must be taken concurrently with Cosmetology I and may not be taken as a stand- alone course. Districts are encouraged to offer this lab in a consecutive block with Cosmetology I to allow students sufficient time to master the content of both courses.

Cosmetology I/Cosmetology I Lab provides students additional lab time to develop proficient and mastery level cosmetology skills and techniques as required by Texas Department of Licensing and Regulation licensing standards. Students will be expected to demonstrate mastery in conducting the skills and techniques learned in Cosmetology I with little to no guidance.

Cosmetology II

TSDS PEIMS Code: 13025300 (COSMET2)
Grade Placement: 11–12 Credit: 2
Prerequisite: Cosmetology I
Recommended Corequisite: Cosmetology II Lab

In Cosmetology II, students will demonstrate proficiency in academic, technical, and practical knowledge and skills. The content is designed to provide the occupational skills required for licensure. Instruction includes advanced training in professional standards/employability skills; Texas Department of Licensing and Regulation (TDLR) rules and regulations; use of tools, equipment, technologies, and materials; and practical skills.

Cosmetology II/Cosmetology II Lab

TSDS PEIMS Code: 13025310 (COSLAB2)
Grade Placement: 11-12 Credits: 1
Prerequisites: Cosmetology I/Cosmetology I Lab
This course must be taken concurrently with Cosmetology II and may not be taken as a stand- alone course. Districts are encouraged to offer this lab in a consecutive block with Cosmetology II to allow students sufficient time to master the content of both courses.

Cosmetology II /Cosmetology II Lab provides students additional lab time to develop proficient and mastery level cosmetology skills and techniques as required by Texas Department of Licensing and Regulation licensing standards. Students are expected to develop proficient and mastery level work samples and to expand their work experiences.

Information Technology

Principles of Information Technology

TSDS PEIMS Code: 13027200 (PRINIT)
Grade Placement: 9–10 Credit: 1
Prerequisites: None

In Principles of Information Technology, students will develop computer literacy skills to adapt to emerging technologies used in the global marketplace. Students will implement personal and interpersonal skills to prepare for a rapidly evolving workplace environment. Students will enhance reading, writing, computing, communication, and reasoning skills and apply them to the information technology environment.

Computer Maintenance/Computer Maintenance Lab

TSDS PEIMS Code: 13027310 (COMMTLAB)
Grade Placement: 10–12 Credit: 2
Prerequisite: None
Recommended Prerequisite: Principles of Information Technology
Corequisite: Computer Maintenance

In Computer Maintenance Lab, students will acquire knowledge of computer maintenance and creating appropriate documentation. Students will analyze the social responsibility of business and industry regarding the significant issues relating to the environment, ethics, health, safety, and diversity in society and in the workplace as related to computer maintenance. Students will apply technical skills to address the IT industry and emerging technologies. Districts are encouraged to offer this course in a consecutive block with Computer Maintenance to allow students sufficient time to master the content of both courses.

Practicum in Information Technology
TSDS PEIMS Code:
13028000 (First Time Taken) (PRACIT1)
13028010 (Second Time Taken) (PRACIT2)
Grade Placement: 12 Credit: 2
Prerequisite: A minimum of two high school information technology (IT) courses.

In the Practicum in Information Technology, students will gain advanced knowledge and skills in the application, design, production, implementation, maintenance, evaluation, and assessment of products, services, and systems. Knowledge and skills in the proper use of analytical skills and application of IT concepts and standards are essential to prepare students for success in a technology-driven society. Critical thinking, IT experience, and product development may be conducted in a classroom setting with an industry mentor, as an unpaid or paid internship, as part of a capstone project, or as career preparation.

Computer Maintenance
TSDS PEIMS Code: 13027300 (COMPMTN)
Grade Placement: 10–12
Credit: 1 Prerequisite: None.
Recommended Prerequisite: Principles of Information Technology.
Recommended Corequisite: Computer Maintenance Lab.
In Computer Maintenance, students will acquire knowledge of computer maintenance and creating appropriate documentation. Students will analyze the social responsibility of business and industry regarding the significant issues relating to the environment, ethics, health, safety, and diversity in society and in the workplace as related to computer maintenance. Students will apply technical skills to address the IT industry and emerging technologies.

Foundations of Cyber Security
TSDS PEIMS Code: 03580850
Grade Placement: 9–12
General requirements. Students shall be awarded one credit for successful completion of this course. This course is recommended for students in Grades 9-12.

Networking
TSDS PEIMS Code: 13027400 (NETWRK)
Grade Placement: 10–12
Credit: 1
Prerequisite: None.
Recommended Prerequisites: Principles of Information Technology, Computer Maintenance, and Computer Maintenance Lab.
Recommended Corequisite: Networking Lab.
In Networking, students will develop knowledge of the concepts and skills related to data networking technologies and practices to apply them to personal or career development. To prepare for success, students will have opportunities to reinforce, apply, and transfer knowledge and skills to a variety of settings and problems.

Networking/Networking Lab
TSDS PEIMS Code: 13027410 (NETWRLAB)
Grade Placement: 10–12
Credit: 2
Prerequisite: None.
Recommended Prerequisites: Principles of Information Technology, Computer Maintenance, and Computer Maintenance Lab.
Corequisite: Networking.

In Networking Lab, students will develop knowledge of the concepts and skills related to telecommunications and data networking technologies and practices to apply them to personal or career development. To prepare for success, students must have opportunities to reinforce, apply, and transfer knowledge and skills to a variety of settings and problems. This course must be taken concurrently with Networking and may not be taken as a stand-alone course. Districts are encouraged to offer this course in a consecutive block with Networking to allow students sufficient time to master the content of both courses.

Law, Public Safety, Corrections, and Security

Principles of Law, Public Safety, Corrections, and Security

TSDS PEIMS Code: 13029200 (PRINLPCS)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Principles of Law, Public Safety, Corrections, and Security introduces students to professions in law enforcement, protective services, corrections, firefighting, and emergency management services. Students will examine the roles and responsibilities of police, courts, corrections, private security, and protective agencies of fire and emergency services. The course provides students with an overview of the skills necessary for careers in law enforcement, fire service, protective services, and corrections.

Law Enforcement l

TSDS PEIMS Code: 13029300 (LAWENF1)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Law, Public Safety, Corrections, and Security.

Law Enforcement I is an overview of the history, organization, and functions of local, state, and federal law enforcement. Students will understand the role of constitutional law at local, state, and federal levels; the U.S. legal system; criminal law; and law enforcement terminology and the classification and elements of crime.

Law Enforcement ll

TSDS PEIMS Code: 13029400 (LAWENF2)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Law Enforcement l.

Law Enforcement II provides the knowledge and skills necessary to prepare for a career in law enforcement. Students will understand ethical and legal responsibilities, patrol procedures, first responder roles, telecommunications, emergency equipment operations, and courtroom testimony.

Criminal Investigation

TSDS PEIMS Code: 13029550 (CRINVEST)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Law, Public Safety, Corrections, and Security.

Criminal Investigation is a course that introduces students to the profession of criminal investigations. Students will understand basic functions of criminal investigations and procedures and will learn how to investigate or follow up during investigations. Students will learn terminology and investigative procedures related to criminal investigation, crime scene processing, evidence collection, fingerprinting, and courtroom presentation. Through case studies and simulated crime scenes, students will collect and analyze evidence such as fingerprint analysis, bodily fluids, hairs, fibers, shoe and tire impressions, bite marks, drugs, tool marks, firearms and ammunition, blood spatter, digital evidence, and other types of evidence.

Forensic Science

TSDS PEIMS Code: 13029500 (FORENSCI)
Grade Placement: 11–12 Credit: 1
Prerequisites: Biology and Chemistry
Recommended Prerequisite or Corequisite: Any Law, Public Safety, Corrections, and Security Career Cluster course.

Forensic Science is a course that introduces students to the application of science to connect a violation of law to a specific criminal, criminal act, or behavior and victim. Students will learn terminology and procedures related to the search and examination of physical evidence in criminal cases as they are performed in a typical crime laboratory. Using scientific methods, students will collect and analyze evidence such as fingerprints, bodily fluids, hairs, fibers, paint, glass, and cartridge cases. Students will also learn the history and the legal aspects as they relate to each discipline of forensic science and understand that scientific methods of investigation can be experimental, descriptive, or comparative.

Federal Law Enforcement and Protective Services

TSDS PEIMS Code: 13029800 (FEDLEPS)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Law, Public Safety, Corrections, and Security.

Federal Law Enforcement and Protective Services provides the knowledge and skills necessary to prepare for certification in security services for federal law enforcement and protective services. The course provides an overview of security elements and types of organizations with a focus on security measures used to protect lives, property, and proprietary information, to ensure computer security, to provide information assurance, and to prevent cybercrime.

Correctional Services

TSDS PEIMS Code: 13029700 (CORRSRVS)
Grade Placement: 10–12 Credit: 1
Prerequisite: None
Recommended Prerequisite: Principles of Law, Public Safety, Corrections, and Security.

In Correctional Services, students prepare for certification required for employment as a municipal, county, state, or federal correctional officer. Students will learn the role and responsibilities of a county or municipal correctional officer; discuss relevant rules, regulations, and laws of municipal, county, state, or federal facilities; and discuss defensive tactics, restraint techniques, and first aid procedures as used in the municipal, county, state, or federal correctional setting. Students will analyze rehabilitation and alternatives to institutionalization for inmates.

Introduction to Welding

TSDS PEIMS Code: 13032250 (INTRWELD)
Grade Placement: 9–12 Credit: 1
Prerequisite: None
Recommended Prerequisite or Corequisite: Algebra I

Introduction to Welding will introduce welding technology with an emphasis on basic welding laboratory principles and operating procedures. Students will be introduced to the three basic welding processes. Topics include: industrial safety and health practices, hand tool and power machine use, measurement, laboratory operating procedures, welding power sources, welding career potentials, and introduction to welding codes and standards. Introduction to Welding will provide students with the knowledge, skills, and technologies required for employment in welding industries. This course supports integration of academic and technical knowledge and skills.
Students will reinforce, apply, and transfer knowledge and skills to a variety of settings and problems. Knowledge about career opportunities, requirements, and expectations and the development of workplace skills will prepare students for future success.

Welding l

TSDS PEIMS Code: 13032300 (WELD1)
Grade Placement: 10–12 Credit: 2
Prerequisite: None
Recommended Prerequisites: Algebra I, Principles of Manufacturing, Introduction to Precision Metal Manufacturing, or Introduction to Welding.

Welding I provide the knowledge, skills, and technologies required for employment in metal technology systems. Students will develop knowledge and skills related to this system and apply them to personal career development. This course supports integration of academic and technical knowledge and skills. Students will reinforce, apply, and transfer knowledge and skills to a variety of settings and problems. Knowledge about career opportunities, requirements, and expectations and the development of workplace skills prepare students for future success.

Welding ll Lab

TSDS PEIMS Code: 13032410 (WELDLAB2)
Grade Placement: 11–12 Credit: 3
Prerequisites: Welding l
Corequisites: Welding ll

Welding II Lab introduces welding technology with an emphasis on basic welding laboratory principles and operating procedures. Topics include: industrial safety and health practices, hand tool and power machine use, measurement, laboratory operating procedures, welding power sources, welding career potentials, and introduction to welding codes and standards. This course provides knowledge, skills, and technologies required for employment in welding industries. Students will develop knowledge and skills related to this system and apply them to personal career development. This course supports integration of academic and technical knowledge and skills. Students will reinforce, apply, and transfer knowledge and skills to a variety of settings and problems. Knowledge about career opportunities, requirements, and expectations and the development of workplace skills prepare students for future success.

Practicum in Manufacturing

TSDS PEIMS Code: 13033000(First Time Taken) (PRACMAN1)
13033010(Second Time Taken) (PRACMAN2)
Grade Placement: 12 Credit: 2
Prerequisite: None

The Practicum in Manufacturing course is designed to give students supervised practical application of previously studied knowledge and skills. Practicum experiences can occur in a variety of locations appropriate to the nature and level of experience.

Transportation, Distribution

Principles of Transportation Systems

TSDS PEIMS Code: 13039250 (PRINTRSY)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

In Principles of Transportation Systems, students will gain knowledge and skills in the safe application, design, production, and assessment of products, services, and systems. This knowledge includes the history, laws and regulations, and common practices used in the transportation industry. Students should apply knowledge and skills in the application, design, and production of technology as it relates to the transportation industries. This course allows students to reinforce, apply, and transfer their academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings.

Automotive Basics

TSDS PEIMS Code: 13039550 (AUTOBASC)
Grade Placement: 9–12 Credit: 1
Prerequisite: None
Basic automotive systems and the theory and principles of the components that make up each system and how to service these systems. It includes applicable safety and environmental rules and regulations. Students will gain knowledge and skills in the repair, maintenance, and servicing of vehicle systems. This study allows students to reinforce, apply, and transfer academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings. The focus of this course is to teach safety, tool identification, proper tool use, and employability.

Automotive Technology l: Maintenance and Light Repair

TSDS PEIMS Code: 13039600 (AUTOTEC1)
Grade Placement: 9–12 Credit: 2
Prerequisite: None
Recommended Prerequisites: Automotive Basics

Automotive Technology I: Maintenance and Light Repair includes knowledge of the major automotive systems and the principles of diagnosing and servicing these systems. This course includes applicable safety and environmental rules and regulations. In Automotive Technology I: Maintenance and Light Repair, students will gain knowledge and skills in the repair, maintenance, and diagnosis of vehicle systems. This study will allow students to reinforce, apply, and transfer academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings. The focus of this course is to teach safety, tool identification, proper tool use, and employability.

Automotive Technology ll: Automotive Service
TSDS PEIMS Code: 13039700 (AUTOTEC2)
Grade Placement: 11–12 Credit: 2
Prerequisites: Automotive Technology l: Maintenance and Light Repair

Automotive Technology II: Automotive Service includes knowledge of the major automotive systems and the principles of diagnosing and servicing these systems. Automotive Technology II: Automotive Service includes applicable safety and environmental rules and regulations. In this course, students will gain knowledge and skills in the repair, maintenance, and diagnosis of vehicle systems. This study will allow students to reinforce, apply, and transfer academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings. The focus of this course is to teach safety, tool identification, proper tool use, and employability.

Small Engine Technology l
TSDS PEIMS Code: 13040000 (SMENTEC1)
Grade Placement: 9–12 Credit: 1
Prerequisite: None

Small Engine Technology I includes knowledge of the function and maintenance of the systems and components of all types of small engines such as outdoor power equipment, motorcycles, generators, and irrigation engines. This course is designed to provide training for employment in the small engine technology industry. Instruction includes the repair and service of cooling, air, fuel, lubricating, electrical, ignition, and mechanical systems. In addition, the student will receive instruction in safety, academic, and leadership skills as well as career opportunities.

Small Engine Technology ll
TSDS PEIMS Code: 13040100 (SMENTEC2)
Grade Placement: 10–12 Credit: 2
Prerequisite: Small Engine Technology l.

Small Engine Technology II includes advanced knowledge of the function, diagnosis, and service of the systems and components of all types of small engines such as outdoor power equipment, motorcycles, generators, and irrigation engines. This course is designed to provide hands-on and practical application for employment in the small engine technology industry. Instruction includes the repair and service of cooling, air, fuel, lubricating, electrical, ignition, and mechanical systems and small engine overhauls. In addition, students will receive instruction in safety, academic, and leadership skills as well as career opportunities.

Collision Repair
TSDS PEIMS Code: 13039800 (COLLISR)
Grade Placement: 10–12 Credit: 2
Prerequisite: None
Recommended Prerequisites: Basic Collision Repair and Refinishing

Collision Repair includes knowledge of the processes, technologies, and materials used in the reconstruction of vehicles. This course is designed to teach the concepts and theory of systems related to automotive collision repair and refinishing.

Paint and Refinishing

TSDS PEIMS Code: 13039900 (PAINTREF)
Grade Placement: 10–12 Credit: 2
Prerequisite: None
Recommended Prerequisites: Basic Collision Repair and Refinishing or Collision Repair.

Paint and Refinishing includes knowledge of the processes, technologies, and materials used in the reconstruction of vehicles. This course is designed to teach the concepts and theory of systems related to automotive paint and refinishing.

Practicum in Transportation Systems

TSDS PEIMS Code: 13040450 (First Time Taken) (PRACTRS1)
13040460 (Second Time Taken) (PRACTRS2)
Grade Placement: 11–12 Credit: 2
Prerequisite: None.

Practicum in Transportation Systems is designed to give students supervised practical application of knowledge and skills. Practicum experiences can occur in a variety of locations appropriate to the nature and level of experience such as internships, mentorships, independent study, or laboratories. The Practicum can be either school lab based or worked based.

Fundamentals of Computer Science

TSDS PEIMS Code: 03580140
Grade Placement: 9–12 Credit: 1
Prerequisite: None
Fundamentals of Computer Science is intended as a first course for those students just beginning the study of computer science. Students will learn about the computing tools that are used every day. Students will foster their creativity and innovation through opportunities to design, implement, and present solutions to real-world problems. Students will collaborate and use computer science concepts to access, analyze, and evaluate information needed to solve problems. Students will learn the problem-solving and reasoning skills that are the foundation of computer science. By using computer science knowledge and skills that support the work of individuals and groups in solving problems, students will select the technology appropriate for the task, synthesize knowledge, create solutions, and evaluate the results. Students will learn digital citizenship by researching current laws and regulations and by practicing integrity and respect. Students will gain an understanding of the principles of computer science through the study of technology operations and concepts. The six strands include creativity and innovation; communication and collaboration; research and information fluency; critical thinking; problem solving, and decision making; digital citizenship; and technology operations and concepts.

AP Computer Science Principles

TSDS PEIMS Code: A3580300
Grade Placement: 9–12 Credit: 1
Prerequisite: None
AP Computer Science Principles is an introductory college-level computing course that introduces students to the breadth of the field of computer science. Students learn to design and evaluate solutions and to apply computer science to solve problems through the development of algorithms and programs. They incorporate abstraction into programs and use data to discover new knowledge. Students also explain how computing innovations and computing systems—including the internet—work, explore their potential impacts, and contribute to a computing culture that is collaborative and ethical.

Principles of Biomedical Science (PLTW)

TSDS PEIMS Code: N1302092

Grade Placement: 9–12 Credit: 1

Prerequisite: None

The Principles of Biomedical Science (PBS)- PLTW course provides an introduction to biomedical science through hands-on projects and problems. Students investigate concepts of biology and medicine as they explore health conditions including heart disease, diabetes, sickle-cell disease, hypercholesterolemia, and infectious diseases. They will determine the factors that led to the death of a fictional woman as they sequentially piece together evidence found in her medical history and her autopsy report. Students will investigate lifestyle choices and medical treatments that might have prolonged the woman's life and demonstrate how the development of disease is related to changes in human body systems.

Human Body Systems (PLTW)

TSDS PEIMS Code: N1302093

Grade Placement: 9–12 Credit: 1

Prerequisite: None

In the Project Lead The Way [PLTW] Human Body Systems (HBS) course, students examine the interactions of body systems as they explore deeply biological identity, communication, power, movement, protection, and homeostasis. Through individual and team activities, projects, and problems, students design experiments, investigate the structures and function of the human body, and use data acquisition software to monitor body functions such as muscle movement, reflex and voluntary actions, and respiration.

Career Development – Not CTE

Career Preparation I 3 Credits

PEIMS Number: 12701300

Grade: 11-12

- Prerequisite:

❖ Career Preparation I provides opportunities for students to participate in a learning experience that combines classroom instruction with paid business and industry employment experiences and supports strong partnerships among school, business, and community stakeholders. The goal is to prepare students with a variety of skills for a fast- changing workplace. This instructional arrangement should be an advanced component of a student's individual program of study. Students are taught employability skills, which include job-specific skills applicable to their training station, job interview techniques, communication skills, financial and budget activities, human relations, and portfolio development. Career preparation is relevant and rigorous, supports student attainment of academic standards, and effectively prepares students for college and career success.

**** This class is year round (36 weeks) and meets every day. Credit is awarded as follow:***

1 credit = classroom instruction

1 credit = 10-14 hours of work based learning experience

**** This class is year round (36 weeks) and meets every day. Credit is awarded as follow:***

1 credit = classroom instruction

2 credits = 15+ hours of work based learning experience.

***Career Preparation II** 3 Credits

PEIMS Number: 12701400

Grades: 12

- Prerequisite: Career Preparation I

❖ Career Preparation II develops essential knowledge and skills through classroom technical instruction and on-the-job training in an approved business and industry training area. Students will develop skills for lifelong learning, employability, leadership, management, work ethics, safety, and communication as a group; however, each student will have an individual training plan that will address job-specific knowledge and skills. Approved training sponsors will provide paid occupational training for a student. The training sponsor will assist the teacher in providing the necessary knowledge and skills for the student's specific career preparation.

* This class is year round (36 weeks) and meets everyday. Credit is awarded as follow: 1 credit = classroom instruction

1 credit = 10-14 hours of work based learning experience ** This class is year round (36 weeks) and meets everyday. Credit is awarded as follow: 1 credit = classroom instruction

2 credits = 15+ hours of work based learning experience.

Compensatory Education

Compensatory Education offers supplemental courses or services designed to improve the educational achievement of students who have been identified as at-risk (for dropping out of school or not thriving in school). These services or courses are designed to provide intensive or accelerated instruction to enable students to perform at the enrolled grade level in order to graduate. In selecting students to participate in a Compensatory Program, SBCISD uses student performance data from basic skills assessments, classroom performance and the results of the STAAR/EOC exams. Based on information from these sources, students are offered and/or placed in services designed to enhance learning opportunities. The following are courses and services available to secondary students:

1. Counseling for Personalized Graduation Plans (PGP)
2. Edgenuity
3. ESOL Support
4. Extended Day Tutorials
5. Saturday Academies
6. Monitoring - Weekly Reports
7. Pregnancy Related Services
8. Reading
9. Practical Writing
10. Research Technical Writing
11. Subject Area Tutoring
12. Summer Academic Credit Recovery
13. EOC Summer Academy
14. Math EOC Prep (Local Credit)
15. Biology EOC Prep (Local Credit)

MATH EOC Prep (Local Credit)
MATH EOC Prep: is a course designed to extend Algebra 1 instruction. The purpose of this course is to give students struggling in math extra time and to allow the teacher to provide extra activities and alternative methods to ensure student mastery of all TEKS presented in Algebra 1. It also allows more time for EOC preparation.

BIOLOGY EOC Prep (Local Credit)
Biology EOC Prep: Is a course designed to extend Biology instruction. The purpose of this course is to give students struggling in science extra time and to allow the teacher to provide extra activities and alternative methods to ensure student mastery of all TEKS presented in Biology. It also allows more time for EOC preparation.

Practical Writing
Practical Writing is a course designed to extend English I instruction. The purpose of this course is to provide support for those students who did not meet expectations on their seventh-grade writing STAAR exam. It allows more time for EOC preparation.

Reading
Reading is a course designed to extend English I instruction. The purpose of this course is to provide support for those students who did not meet expectations on their eighth-grade Reading STAAR exam. It allows more time for EOC preparation.

Research Technical Writing
Research Technical Writing is a course designed to remediate English I and English II instruction. The purpose of this course is to provide support for those students who did not meet expectations on their English I and/or English II EOC. It allows more time for EOC preparation.

Special Education

San Benito CISD seeks to provide students with disabilities valuable educational experiences that prepare them for the future. Each student has the opportunity to participate in an appropriate educational setting designed to meet his/her individual needs. Services are provided in the least restrictive environment that allow access to the general education curriculum and instruction with non-disabled peers to the extent that is appropriate for the student. The Special Education department provides a full continuum of services to meet student needs. The educational setting and services for secondary students with disabilities are provided upon the recommendation of the Admission Review Dismissal (ARD) Committee.

Multidisciplinary Endorsement Information: A student may earn an endorsement on the student's diploma and transcript by successfully completing curriculum requirements for that endorsement adopted by the State Board of Education by rule. The State Board of Education by rule shall provide students with multiple options for earning each endorsement, including, to the greatest extent possible, coherent sequences of courses. The State Board of Education by rule must permit a student to enroll in courses under more than one endorsement curriculum before the student's junior year.

An endorsement under this subsection may be earned in any of the following categories:

(5) multidisciplinary studies, which allows a student to:

(A) select courses from the curriculum of each endorsement area described by Subdivisions (1) through (4); and

(B) earn credits in a variety of advanced courses from multiple content areas sufficient to complete the distinguished level of achievement under the foundation high school program

Sanitation and Safety (Local Credit)

TSDS PEIMS Code: 85000100
Grade Placement: 10th
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

The Sanitation and Safety course teaches students the skills and knowledge necessary to follow good sanitation practices through hands-on experiences. This course focuses on identifying potential causes for food contamination, potentially hazardous foods, and dangers of foodborne illness. Upon completion of this course, the student will be able to identify and practice food safety and sanitation procedures in the kitchen.

Nutritional Plate (Local Credit)

TSDS PEIMS Code: 85000101
Grade Placement: 11th
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

Nutritional Plate assists students with disabilities in understanding the role of nutrition in health and wellness. Through this course, students are able to participate in hands-on food labs, guided instruction and cooperative learning. Students will be given the opportunity to have the necessary skills to identify factors that influence nutrition and wellness practices across the life span. Ultimately, students will be able to identify what a nutritional meal consists of. Students will learn the following food categories: Fruit, grain, protein, dairy and vegetables.

Floristry Basics (Local Credit)

TSDS PEIMS Code: 85000301
Grade Placement: 11
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

Floral Design is designed to develop students' ability to identify and demonstrate the principles and techniques related to floral design as well as develop an understanding of the management of floral enterprises. Through the analysis of artistic floral styles and historical periods, students will develop respect for the traditions and contributions of diverse cultures. Students will respond to and analyze floral designs, thus contributing to the development of lifelong skills of making informed judgments and evaluations.

Job Readiness I (Local Credit)
TSDS PEIMS Code: 85000203
Grade Placement: 12th
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

This course provides students with knowledge of the prerequisite skills for general employment as well as the means of obtaining those skills. Employability skills include fundamentals of maintenance of personal appearance and grooming. The course also includes the knowledge, skills, and attitudes that allow employees to get along with their co-workers, make important work-related decisions, and become strong members of the work team. Discovering job possibilities that link skills, abilities, interests, values, needs, and work environment preferences is a part of the process of obtaining employability skills and abilities and is experiential learning that takes place over time.

Job Readiness II (Local Credit)
TSDS PEIMS Code: 85000203
Grade Placement: 12th
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

This course provides students with knowledge of the prerequisite skills for general employment as well as the means of obtaining those skills. Employability skills include fundamentals of maintenance of personal appearance and grooming. The course also includes the knowledge, skills, and attitudes that allow employees to get along with their co-workers, make important work-related decisions, and become strong members of the work team. Discovering job possibilities that link skills, abilities, interests, values, needs, and work environment preferences is a part of the process of obtaining employability skills and abilities and is experiential learning that takes place over time.

SAMPLE Course Sequence as determined by ARD/IEP Committee

9th Grade	***Service ID***	***10th Grade***	***Service ID***
English I	03220107	English II	03220207
Algebra I	03100500	Geometry	03100700.70
World Geography	03320100.70	World History	03340400.70
Biology	03010207	IPC	03060201.70
Foundations of Personal Fitness (PE 1)	PES00052	Foundations of Personal Fitness (PE 2)	
Business Information Management I	13011400	Sanitation and Safety	85000100
Reading I	03270700	Communication Technology	84700100
Fine Arts Elective		*Fine Arts Elective*	
CTE Elective		*CTE Elective*	

11th Grade	***Service ID***	***12th Grade***	***Service ID***
English III	03220300.70	English IV	03220400.70
Math Models	03102400.70	Government/ Economics	03330100.70 03310300.70
Chemistry	03040000.70	Foundations of Personal Fitness (PE 4)	
US History	03340107	Nutrition Plate II	85000102
Foundations of Personal Fitness (PE 3)		Basis of Finance	84100100
Nutrition Plate I	85000101	Job Readiness II	85000202
Communication Technology II	84700101	Employability and Communication Skills	84700100
Job Readiness	85000201	Floristry Basics II	85000302
Floristry Basics	85000301	Elements of Landscaping and Gardening	85000302

STRIVES

Grade Placement: 18 +
Prerequisite: Placement in this course is determined by the ARD/IEP Committee

STRIVES (Students Training and Reaching for Independent Viable Employability Skills) is a service and support option on a continuum designed to meet the diverse needs of students with disabilities that impact their ability to obtain and maintain employment. Students in STRIVES range from the ages of 18-21. These students have completed all credit/curriculum/ state assessment requirements for graduation. Instruction and modifications address the learning styles and needs of the students. Specific vocational coursework is required and designed to meet the needs of those students who require special assistance in gaining employability and self-help skills. The students will be able to increase independent living skills, learning academic and functional skills needed to meet post-secondary goals, and build a sustainable adult scheduled and promote independence.

Bilingual Program Services

ESOL English for Speakers of Other Languages

The goal of the Department of Other Languages is to provide courses for English Language Learners (ELLs) that help them rapidly acquire the English skills necessary for success:

- in the general education setting
- in content courses
- on state-mandated testing
- for post-secondary opportunities

Upon enrolling in San Benito CISD, students whose Home Language Survey indicates a language other than English are sent to the campus ESOL Lead Teacher for an evaluation of their oral and written English proficiency. High School ELLs who score at the non-English speaking level on an oral proficiency test are assigned to a FILAS Program to participate in an accelerated English language program. Other secondary ELLs are scheduled into appropriate classes based on their English proficiency. All placement and testing recommendations for ELLs are made by the Language Proficiency Assessment Committee (LPAC).

Gifted and Talented Program Services

Gifted/Talented Program Services

The Gifted/Talented program addresses the special interests, needs, and abilities of gifted learners through the differentiation of content, process, product and learning environment.

Students can be recommended for GT testing by self, parents or teachers. The State of Texas requires that both quantitative (standardized test) and qualitative (subjective) instruments be used to determine placement. The Campus Selection Committee will evaluate quantitative and qualitative results to determine placement.

General Information about Credits

Awarding of Credit

High school graduation course credit may be earned only if the student receives a grade equivalent to or higher than 70 on a 100-point scale, based upon the essential knowledge and skills of each course. A student who successfully completes only one semester of a two-semester course is awarded partial credit. However, for full year courses required for graduation, students must earn the remaining credit through a credit restoration method.

Denial of Credit

Students must be in attendance at least 90 percent of the time a class is in session to receive credit. (Texas Education Code 25.092). When attendance falls below 90 percent of the days the class is offered, after consideration of absences labeled as due to extraordinary circumstances, the student and parent(s) shall be notified in writing. The principal and/or campus Attendance Review Committee shall hear all cases where a student's attendance has fallen below 90 percent and an appeal has been filed in writing. To receive credit, the principal and/or Attendance Review Committee may assign one or more alternative learning activities to make up work missed or credit lost.

NOTE: The principal reviews all attendance cases between 75 - 90%; the Attendance Review Committee considers cases below 75%.

Ways to Earn Credits

Original credit is earned when a student takes a course for the first time and successfully meets the course requirements to earn a passing semester or yearly average. Recovery credit is earned when a student retakes a course for which credit was not awarded the first time because of a failing semester/yearly average. The recovery may occur by retaking the entire course in its standard format or by retaking it in an alternate format. Several of the ways to earn credit described below can be used for either original or recovery credit. The school counselor must be consulted before a final decision is made about how to earn the credit.

Fall and Spring Semesters, Grades 9 – 12 (Credit Recovery)

Students can earn all 26 required graduation credits for the Foundation High School Program + Endorsement by successfully completing required courses during the school day.

San Benito Summer Academic Term

San Benito CISD offers students an opportunity to recover credits for core classes and the opportunity to prep for a STAAR EOC exam prior to testing.

Credit By Examination Without Prior Instruction (CBE)

Secondary students (grades 6-12) may gain credit for a course without prior instruction by taking a Credit by Examination.
Students are required to have written permission. Foreign language courses (LOTE) may only gain credit in grades 8-12.
A minimum score of 80 on the exam is required for credit to be earned. For two-semester courses, the average of both semester exams must be 80 or greater. If credit is awarded, then both exam scores are recorded on the student's transcript. CBE scores will not be calculated in the student's GPA.
No Pre AP Honors/AP credit can be earned through Credit by Exam.
Contact your School Counselor for more information or to receive an application.

Credit By Examination With Prior Instruction

Credit by Examination with Prior Instruction for credit recovery is only for San Benito CISD students who were enrolled in a core course during the previous school year and whose grade for the course was between 60 and 69, or if the Campus Attendance Committee requires the exam due to excessive absences[see EEJA(Regulation) A student may regain a maximum of two credits through Credit by Examination with Prior Instruction during high school. Students must score 70 percent or above on the examination. The exams allow qualified students the opportunity to replace the failing grade with a 70. This is the grade recorded on the student's transcript and will count in the calculation of GPA. Contact the school counselor for more information or to receive an application.

Out of District Summer Term (Original Credit)

All summer school course work for original credit requires prior approval of the principal/designee. Requests to take courses outside of SBCISD should be analyzed as follows:

- Is the provider an accredited public, private or parochial school?
- If not, does any Texas ISD (or school district in another state within which the program is located) accept the course for credit?
- Does the student receive an official grade and grade report?
- Does the scope/sequence of the course match the course as offered in SBCISD?
- Does the required time for the course match or exceed that of SBCISD summer term?

For unique requests, it is the responsibility of the student/parent to provide program information to help the principal/designee make a decision regarding approval. If using this rubric does not yield a decision, the Secondary and Curriculum Director is the contact person for questions regarding summer offerings for advanced courses.

Exploring Post-Secondary Options

In addition to online resources and those available from the College and Career Go Center College, Career, and Military Center at the high school campus, SBCISD offers several venues to assist in planning for post-secondary pursuits:

1. College Fair (Seniors in September / Juniors in May) gives students an opportunity to visit with representatives from colleges, universities, and training programs throughout the United States.
2. Financial Information Night (January) covers information related to financial need and explores such topics as completing the FAFSA

College Entrance Requirements

NCAA Requirements

Students interested in pursuing opportunities in college athletic programs are required by the NCAA to have specific core courses for Division I and II schools. The core course requirements for the Texas Recommended and Distinguished high school graduation programs are aligned with the NCAA required core courses; however, interested students must consult the NCAA website for current information as they create/revise their high school four year plans. Visit www.ncaa.org, click on "Rules Compliance" and then "Eligibility". Please read "Becoming Eligible" for more information.

Texas Success Initiative (TSI) Requirements

In order to determine the readiness of entering college students to enroll in freshman-level academic coursework, including though dual enrollment, institutions of higher education must assess the academic skills of entering students in reading, writing, and math.

(If a student fails to meet the assessment standards in any area, the institution of higher education will work with the student to develop a plan to assist the student in becoming ready to perform freshman-level academic coursework.
This will most likely be done through "developmental coursework" as considered necessary by the institution to address a student's deficiencies in the student's readiness to perform freshman-level academic coursework.)

Freshmen entering higher education Fall 2013 or thereafter – as either traditional first time freshmen or as participants in a high school dual enrollment program - must demonstrate college readiness with the following scores on the TSI Assessment:

Mathematics – 350 Reading – 351 Writing – Essay score of 5 / or Essay score of 4 and Multiple Choice of 340

TSIA2: Texas Success Initiative 2.0

The TSIA2 (Texas Success Initiative Assessment 2.0) is a college readiness assessment used by colleges and universities across Texas to determine whether a student is prepared for college level coursework in reading, writing, and math. High school students also take the TSIA2 in order to qualify for dual enrollment courses or to meet college placement requirements.

The test is untimed and adapts based on student performance. It includes a diagnostic component to identify areas where a student may need support.

(If a student fails to meet the assessment standards in any area, the institution of higher education will work with the student to develop a plan to assist the student in becoming ready to perform freshman-level academic coursework.
This will most likely be done through "developmental coursework" as considered necessary by the institution to address a student's deficiencies in the student's readiness to perform freshman-level academic coursework.)

College Readiness Benchmarks

Mathematics – 350 Reading – 351 Writing – Essay score of 5 / or Essay score of 4 and Multiple Choice of 340

Section	College Readiness Score
ELAR (English Language Arts and Reading)	• 945+ on multiple choice AND 5 on essay • OR <945 with Diagnostic Level 5 or 6 AND 5 on essay
Mathematics	• 950+ on multiple choice • OR <950 with Diagnostic Level 6

Prepare for College

What Should I be Doing Now?

Generation TX ***http://gentx.org/***
Connects students and clarifies the steps they need to take on the path to college and career education, from taking the right classes and tests, to applying to colleges, and then finding the money to pay for school.

Know How to Go ***http://knowhow2go.acenet.edu/***
Get advice about how to go to college from people who know all about it.

Adventures in Education ***http://www.aie.org/***
Get ready for college, starting today. Learn about the college application and admissions process, and discover tips for choosing the college that's right for you.

Searching For a College

Campus Compare ***http://campuscompare.com/?nr=0***
Discover 4000 community colleges, state colleges, traditional colleges, universities, and more. Dive into the College Current to see college videos, student reviews, and college information on Twitter.

Every Chance Every Texan ***http://www.everychanceeverytexan.org/***
This Compendium contains a list of colleges and universities in Texas, admission requirements, total expenses for an academic year, financial aid data, and related information, helpful hints to the college bound, and a calendar of various scholarship deadlines arranged by month.

College Answer ***https://www.collegeanswer.com/***
This site includes information about college, including preparing, selecting, applying, paying, deciding, and financing.

Apply Texas ***https://www.applytexas.org/adappc/gen/c_start.WBX***
Apply to every Texas public university online.

Campus Tours ***http://www.campustours.com/***
This site builds video tours, interactive maps and custom multimedia apps for higher education, non-profit, and government clients worldwide.

Career Planning

Xello ***www.xello.world/en/***
This site provides guidance with college, career, and financial aid planning.

Work in Texas ***http://www.twc.state.tx.us/***
Search for jobs in Texas

Financial Aid & Scholarships

FAFSA ***http://www.fafsa.ed.gov/***
Free Application for Federal Student Aid
Scholarship information **College for Texans** ***http://www.collegeforalltexans.com/***
Higher education in the state of Texas, financial aid, free test prep.

Entrance Exams

College Board ***http://www.collegeboard.org/***
SAT and career/college information

ACT ***http://www.actstudent.org/***
ACT and career/college information

Career Resources

Achieve Texas	www.achievetexas.org
America's Career Info Net	www.acinet.org
Career Development Resources Hotline	1-800-822-PLAN(7526)
College for Texans	www.collegefortexans.com
Collegiate Zone	www.collegiatezone.net
Houston Community College	www.hccs.edu
San Benito Independent School District	www.San Benitoisd.org
Labor Market Career Information (LMCI)	www.cdr.state.tx.us
Occupational Outlook Handbook	www.bls.gov/oco
Texas CTE Resource Center	www.txcte.org
Xello	www.xello.world/en/
Texas Education Agency	www.tea.state.tx.us
Workforce Solutions	www.wrksolutions.com

Advanced Technical Credit Program

The Advanced Technical Credit (ATC) Program is an advanced placement program for students interested in preparing for college and a technical career that requires postsecondary education. Advanced Technical Credit is one way students can earn college credit while in high school. Students who take content- enhanced, ATC- articulated career and technology courses for high school credit may also be eligible for college credit at community and technical colleges statewide. ATC- articulated high school courses cover the same material as certain technical college courses and they are taught by high school faculty with special training. When preparing your high school graduation plan, you may select articulated courses that apply toward college certificates and/or degrees after enrollment in a related college technical program. High school juniors or seniors who earn a grade of 3.0 (B) or better may count ATC courses as advanced measures for the (DAP) Distinguished Achievement graduation plan. ***Ask your counselor if your high school offers ATC statewide- articulated courses.*** Theprogramfacilitatesthe use ofarticulated credit in colleges across the state and streamlines and standardizes the articulation process for students, schools, and colleges. The ATC Standard Articulation Agreement sets common statewide standards for the award of college credit for selected, content-enhanced high school courses. Any student who successfully completes ATC statewide-articulated secondary courses, graduates from any secondary school in the state, and meets the requirements outlined in the ATC Standard Articulation Agreement, is eligible to receive articulated credit from any participating public two-year college in the state that offers the corresponding college courses.

How Do I Qualify for College Credit?

- Enroll in ATC-articulated career and technology courses in high school. (Course abbreviations end in -TP and courses on your high school transcript should be noted with the letter A.
- Complete the course as a junior or a senior.
- Make a minimum grade of 80 (3.0) in the course.
- If there are course prerequisites, make a minimum grade of 80 (3.0) in each course.
- Enroll in a participating college within 15 months of high school graduation.
- Successfully complete six hours of non-developmental college credit.
- AP and/or CLEP examinations may apply toward the six required hours.

A complete list of possible colleges can be found at https://www.inflexion.org/project/tea-atc/. Check with your local community or technical colleges to see which are participating in the Advanced Technical Credit Program(statewide articulation) and what technical programs they offer.

Steps to Get College Credit

- Ask your high school teacher or counselor for a "petition for credit" form (not required, but helpful).
- Takea copy of your high school transcript to a participating two-year college when you enroll.
- Tell the college admissions staff, counselor, or advisor that you took ATC statewide-articulated courses in high school.
- College staff will help you identify the college courses that are equivalent to the articulated courses you took in high school.
- Select a college certificate or degree plan that includes one or more of these courses.

- Complete six(6) additional, non-developmental college hours.
- Check with the college registrar to make sure your articulated credit is posted to your transcript.

Want to find out more? Contact your high school counselor. The Statewide Articulation Crosswalk is a resource for schools and colleges to readily identify high school courses included in the Advanced Technical Credit (ATC) Program and the college equivalent course(s). Finally, state-required staff development provides information to teachers of articulated courses on the articulation process, content of college- equivalent courses, and expected levels of student performance.

Advantages of Statewide Articulation

- Provides a common core of articulated courses
- Provides a statewide standard for awarding college credit
- Provides a common method to identify articulated courses on high school transcripts
- Saves valuable resources: *time and money*

Enrollment Qualification

For UIL participation, a student must be enrolled for at least four hours per day to be considered in membership for one full day. The classes in which the student is enrolled for the four hours may be for either state approved or local credit. Students are eligible to participate if they meet the TEA requirements above and are subject to the UIL No Pass-No Play rule.

Out of District Courses via Correspondence, online, or virtual All courses taken through an out-of-district course provider (correspondence, online, or virtual) which counts towards high school graduation requirements, and not eligible for exemption as an advanced class, are subject to the No Pass-No Play rule.

Discussion and Possible Action to Authorize Administration to award Bobby Morrow Lighting Project and Bobby Morrow Scoreboard Replacement Project to cooperative approved vendors subject to satisfactory financing terms and conditions

Superintendent's Recommendation:

The Board of Trustees to approve to authorize administration to award Bobby Morrow lighting project to cooperative approved vendors subject to satisfactory financing terms and conditions.

Rationale:

The District obtained four (4) quotes for the Lighting Project at Bobby Morrow Stadium from cooperative approved vendors.

Paperwork Impact:

Budgetary Information:

199-81-6629-BM-001-0-99-000

Resource Personnel:

Eddie Cavazos, Purchasing Director
Christopher Cortez, Interim Chief Financial Officer/Accounting Director
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

Date:	August 12, 2025
Person/Dept. Requesting Quote:	Mr. Eddie Cavazos, Director of Purchasing
Requisition #	

PURCHASING DEPARTMENT

WRITTEN QUOTATION DOCUMENTATION FORM

FOR AMOUNTS: $500.00 - $49,999.99

	VENDOR 1	VENDOR 2	VENDOR 3
Company:	LPS Green Technologies, LLC	Musco Sports Lighting, LLC	Lonestar Electric Supply
Contact Person:	Lynn Schwartz	Nathan Willig	Tony Olivares
City/State:	Plano, TX 75075	Oskaloosa, IA 52577	Pharr, TX 78577
Telephone #:	972-816-8792	641-670-2649	956-904-2100
Email:	lynn@lpsgreen.com	nathan.willig@musco.com	jao007@aol.com

ITEM #	Qty	Descriptions/Specs	Unit Price Vendor 1	Unit Price Vendor 2	Unit Price Vendor 3
	1	SAN BENITO HIGH SCHOOL STADIUM LIGHTING	647,130.00	424,957.00	540,000.00
		Freight Charges			
		Delivery Date After Receipt of PO			
		TOTAL	$647,130.00	$424,957.00	$540,000.00

RECOMMENDED VENDOR	
If LOW QUOTE NOT Recommended need justification	

Administrator Signature _____ Date _____

Revised 10-4-17

Date:	08/12/2025
Person/Dept. Requesting Quote:	Mr. Eddie Cavazos, Director of Purchasing
Requisition #	

PURCHASING DEPARTMENT

WRITTEN QUOTATION DOCUMENTATION FORM

FOR AMOUNTS: $500.00 - $49,999.99

	VENDOR 1	VENDOR 2	VENDOR 3
Company:	Techline Sports Lighting		
Contact Person:	Mark Reynolds		
City/State:	Austin, TX 78734		
Telephone #:	800-500-3161		
Email:	mark@sportlighting.com		

ITEM #	Qty	Descriptions/Specs	Unit Price Vendor 1	Unit Price Vendor 2	Unit Price Vendor 3
	1	SAN BENITO HIGH SCHOOL STADIUM LIGHTING	347,130.00		
		Freight Charges			
		Delivery Date After Receipt of PO			
		TOTAL	$ 347,130.00	$	$

RECOMMENDED VENDOR	
If LOW QUOTE NOT Recommended need justification	

Administrator Signature _____ Date _____

Revised 10-4-17

LPS Green Technologies, LLC
1417 Amazon Dr
Plano, TX 75075

Estimate

Date	Estimate #
8/9/2025	Footba RGBW

Name / Address
SBCISD 240 N Crockett San Benito, Texas 78586

Project

Item	Description	Qty	Rate	Total
RMS-L21061200	Sports Light, 1200 watt, RGBW, 200-480V, IP66, U Bracket/Single Bracket	104	1,495.00	155,480.00T
Controller	Controller for above lights complete	1	57,000.00	57,000.00T
Installation Labor and Lift	Labor and Lift for Installation	1	400,000.00	400,000.00T
Misc	Performance Bond supplied by contractor TIPS #23010401 NOTES: 1. Freight and fees are included. These will sea ship 2. Controller and controls are included. These are wireless, and suitable for high voltage 3.Terms are: 35% down at time of order. 30% at time of shipping. Balance due upon job completion. 4. Delivery estimated at 12-14 weeks after order placed. 5. Complete 5 Year Warranty	1	34,650.00	34,650.00

Thanks!

Subtotal	$647,130.00
Sales Tax (0.0%)	$0.00
Total	$647,130.00

Phone #	E-mail
972.816.8792	lynn@lpsgreen.com

Quote

Date: May 23, 2025
Project: San Benito High School Football Retrofit
Expiration date: June 23, 2025
San Benito, TX
Musco Project Number: 239465

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2025
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Football with Track and Bleachers – 360'x160' ***$424,957***

Quote is confidential. Sales tax is not included.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 foot-candles and uniformity of 2:1.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires.
- Factory aimed and assembled RGBW luminaires.
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for pole top luminaire assemblies and electrical components enclosures.
- Disconnects.
- UL listed assemblies.
- Corrosion protection.

Show-Light® Entertainment System with Control-Link® Control and Monitoring

- Control and monitoring cabinet.
- Communication cabinet.
- 1 - Touchscreen(s) for onsite control of lighting effects.
- Up to 30 lighting scenes.
- 4 standard and 2 optional lighting effects.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Scene programming must be requested within 90 days of commissioning, Effect and Show programming must be requested within 12 months of commissioning.
- Remote on/off control.
- Onsite dimming (high/med/low/blackout).
- Monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

2016, 2025 Musco Sports Lighting, LLC • M-2169-enUS-21

- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.
- Warranty starts the date of shipment.

Musco Scope

- Provide design and layout for lighting system.
- Test and final aim equipment.

Installation Services Provided

- See scope of work.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production.
- Provide electrical design and materials for electrical distribution system.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement. Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 150 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Nathan Willig
Territory Sales Associate
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 641-670-2649
E-mail: Nathan.willig@musco.com

2016, 2025 Musco Sports Lighting, LLC • M-2169-enUS-21

Lonestar Electric Supply
5117 N.Cage Blvd Suite 107
Pharr Texas 78577

QUOTE

San Benito Consolidated Independent School District
240 North Crocket St.

San Benito, Texas 78586
San Benito Football Stadium

Invoice # 16290734

Invoice Date 08/12/2025

Due Date 08/12/2025

Item	Description	Unit Price	Quantity	Amount
	Quote to provide and install Specified lighting to existing specified light poles and wiring only using specified Musco lighting for this project . Specifications and design are to follow with quote. operation Warranty covers materials outside of labor eliminating 100% of your maintenance cost for 25 years Lonestar Electric Supply is also a Cooperative vendor on TIPS and has Bonding capabilities if awarded	540000.00	1.00	540,000.00

NOTES:

Subtotal	540,000.00
Total	540,000.00
Amount Paid	0.00
Balance Due	$540,000.00

San Benito High School

San, Benito, TX

Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
F1-F4	70'	70'	9	TLC-LED-1200	10.53 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
P1	120'	120'	3	TLC-RGBW	1.92 kW	A
		120'	6	TLC-LED-1200	7.02 kW	A
P2	120'	120'	4	TLC-RGBW	2.56 kW	A
		120'	6	TLC-LED-1200	7.02 kW	A
T1	50'	50'	1	TLC-LED-900	0.89 kW	B
		50'	4	TLC-LED-900	3.52 kW	B
T2	50'	50'	1	TLC-LED-900	0.89 kW	B
		50'	6	TLC-LED-900	5.28 kW	B
8			**75**		**75.82 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Football	65.24 kW	63
B	Track	10.58 kW	12

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	48
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	10
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	2
TLC-RGBW	LED 5700K - 75 CRI	640W	28,500	>120,000	>120,000	>120,000	7

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	-	-	-	-	-	-	-
TLC-RGBW	4.5	4.3	3.8	3.3	2.7	1.9	1.9

Light Level Summary

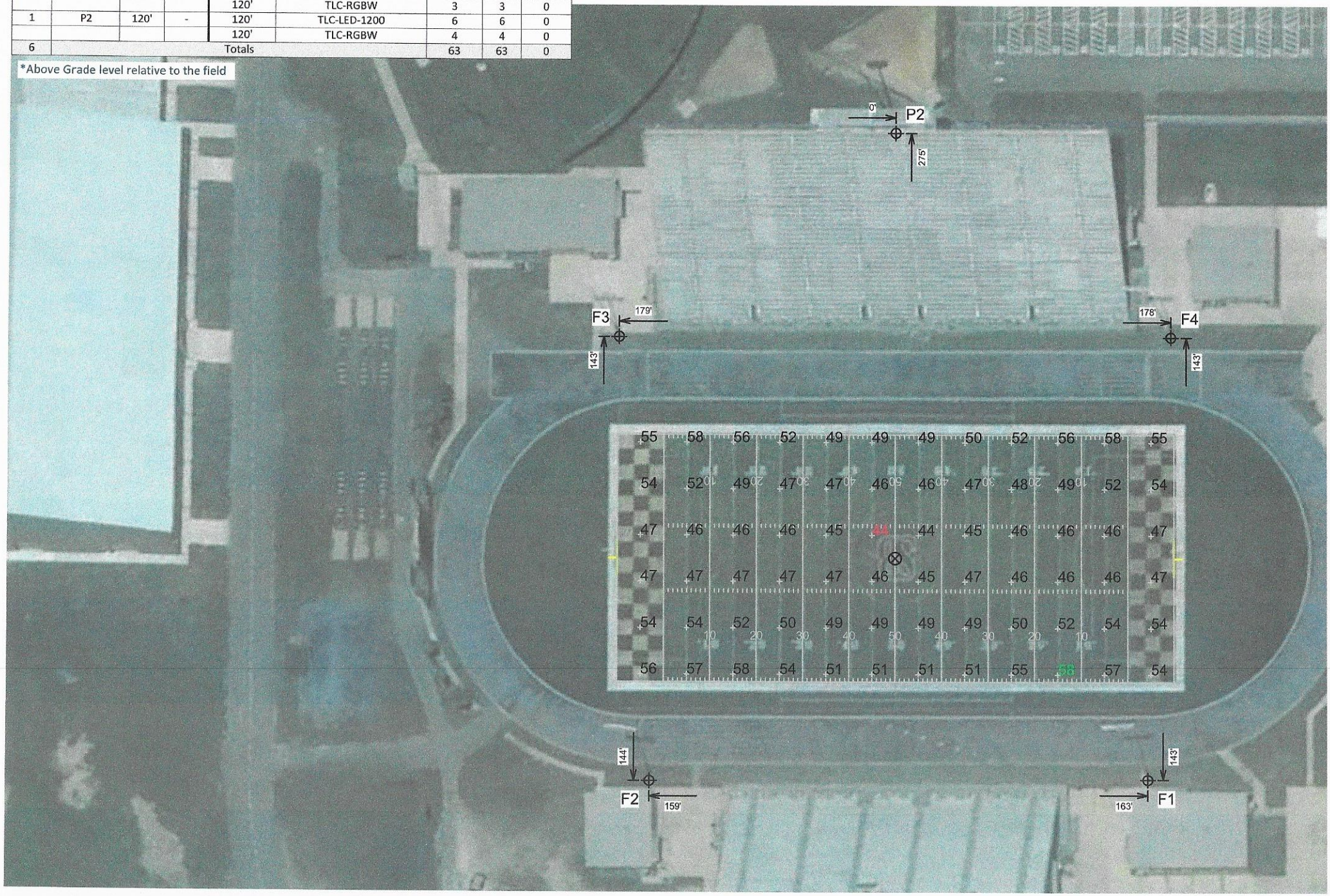
Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Bleachers (Eastern)	Horizontal	12.48	3	27	10.02	4.72	A	63
Bleachers (Western)	Horizontal	9.57	1	28	29.22	9.83	A	63
Field Events (Northern)	Horizontal Illuminance	11.52	1	33	47.93	16.95	B	12
Field Events (Southern)	Horizontal Illuminance	12.05	1	34	49.84	17.75	B	12
Football	Horizontal Illuminance	50.07	44	58	1.33	1.14	A	63
Track	Horizontal Illuminance	35.07	11	48	4.51	3.26	A,B	75

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	70'	TLC-LED-1200	9	9	0
				15.5'	TLC-BT-575	2	2	0
1	P1	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
6	Totals					63	63	0

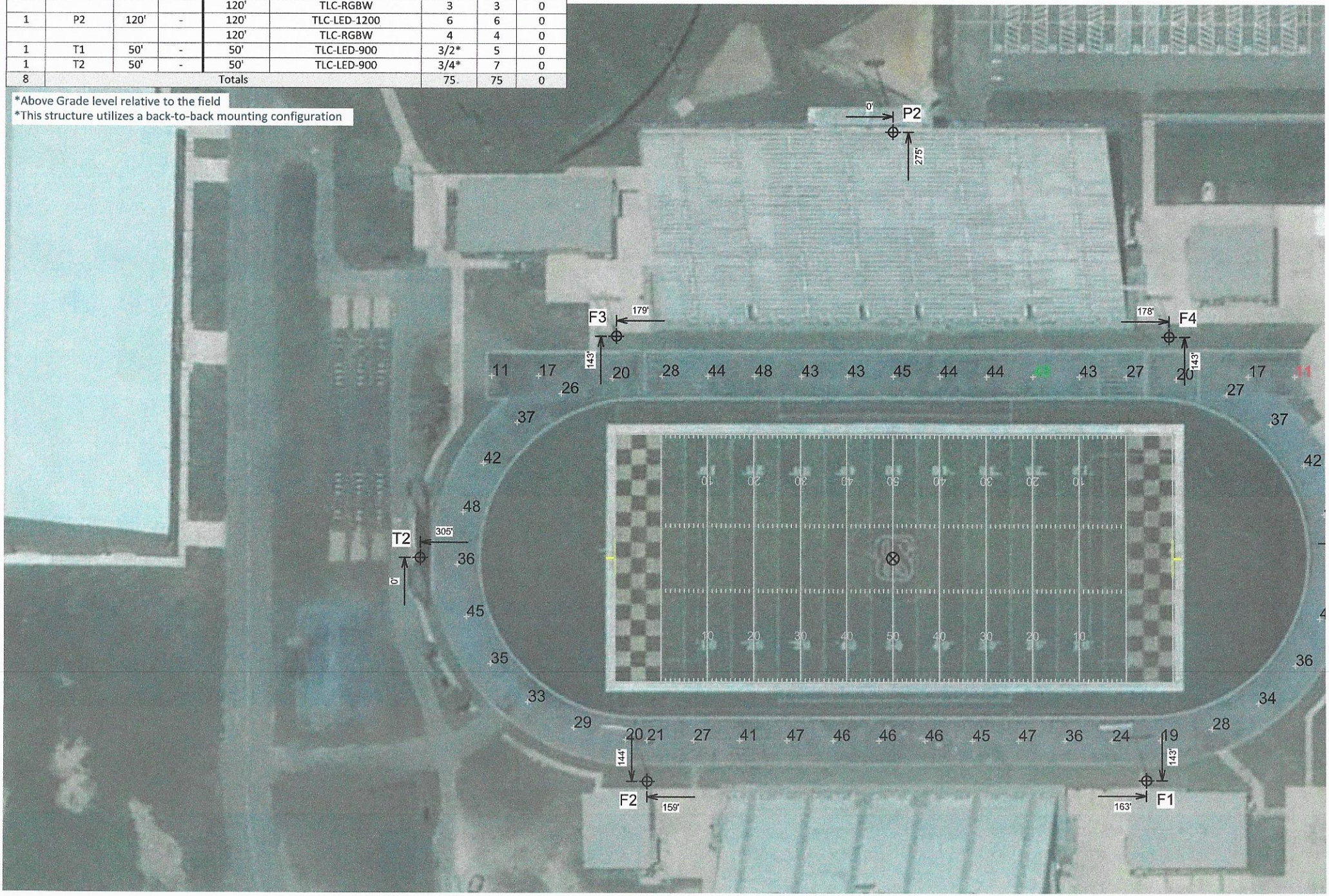
*Above Grade level relative to the field



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	70'	TLC-LED-1200	9	9	0
				15.5'	TLC-BT-575	2	2	0
1	P1	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
1	T1	50'	-	50'	TLC-LED-900	3/2*	5	0
1	T2	50'	-	50'	TLC-LED-900	3/4*	7	0
8	Totals					75	75	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	70'	TLC-LED-1200	9	9	0
				15.5'	TLC-BT-575	2	2	0
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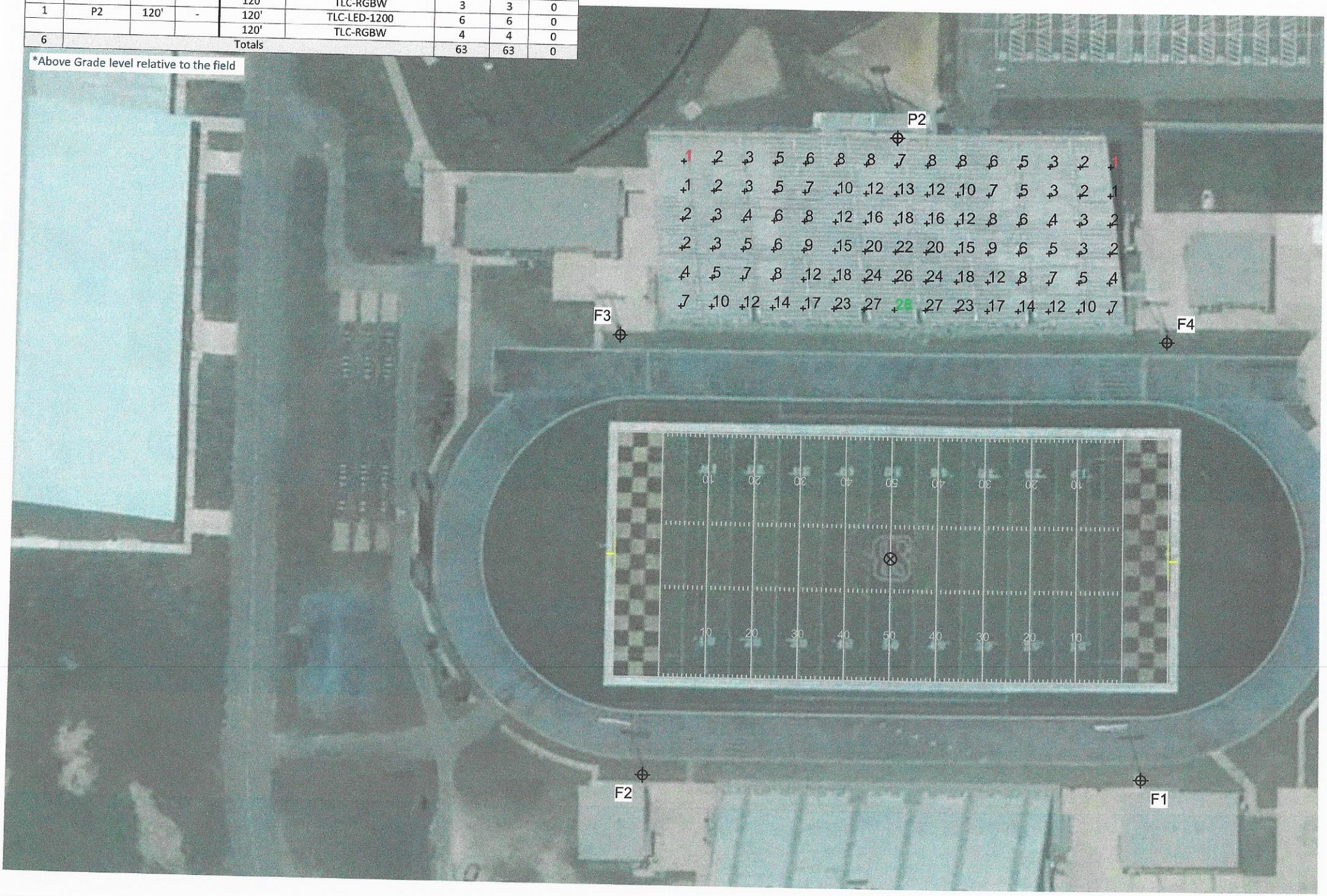
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
6	Totals					63	63	0

*Above Grade level relative to the field



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	F1-F4	70'	-	70'	TLC-LED-1200	9	9	0
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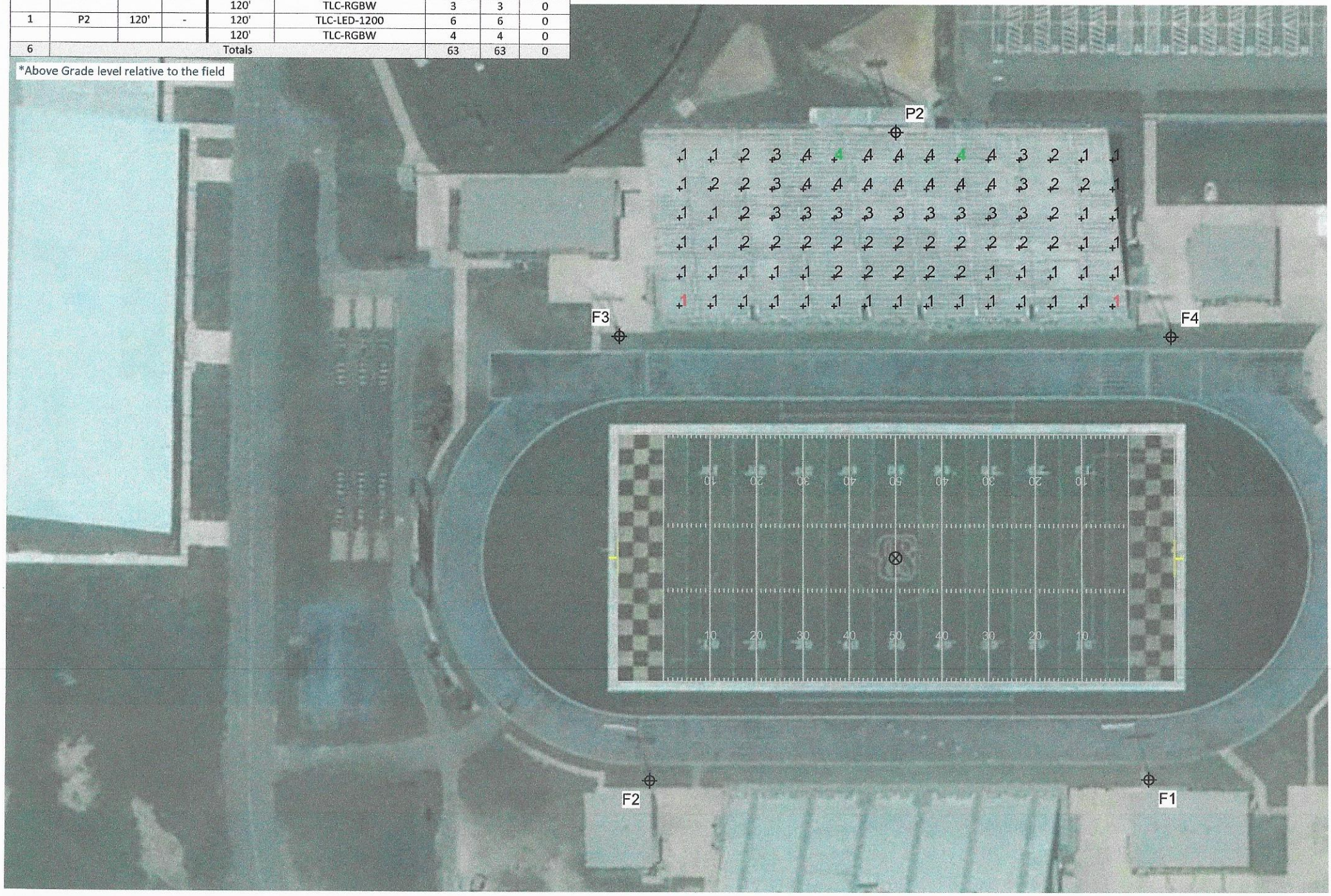
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
6	Totals					63	63	0

*Above Grade level relative to the field



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
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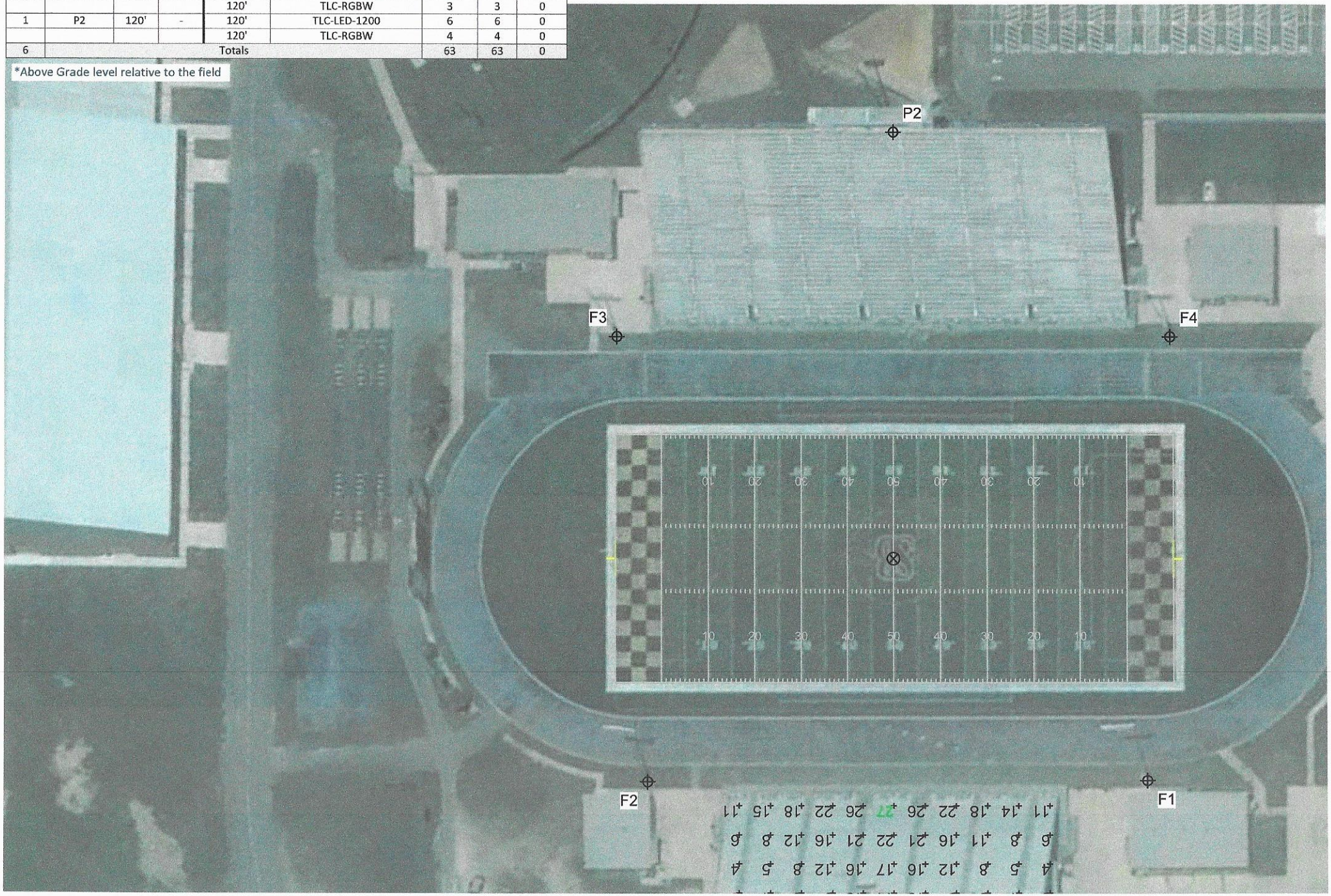
1	P1	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
6	Totals					63	63	0

*Above Grade level relative to the field



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
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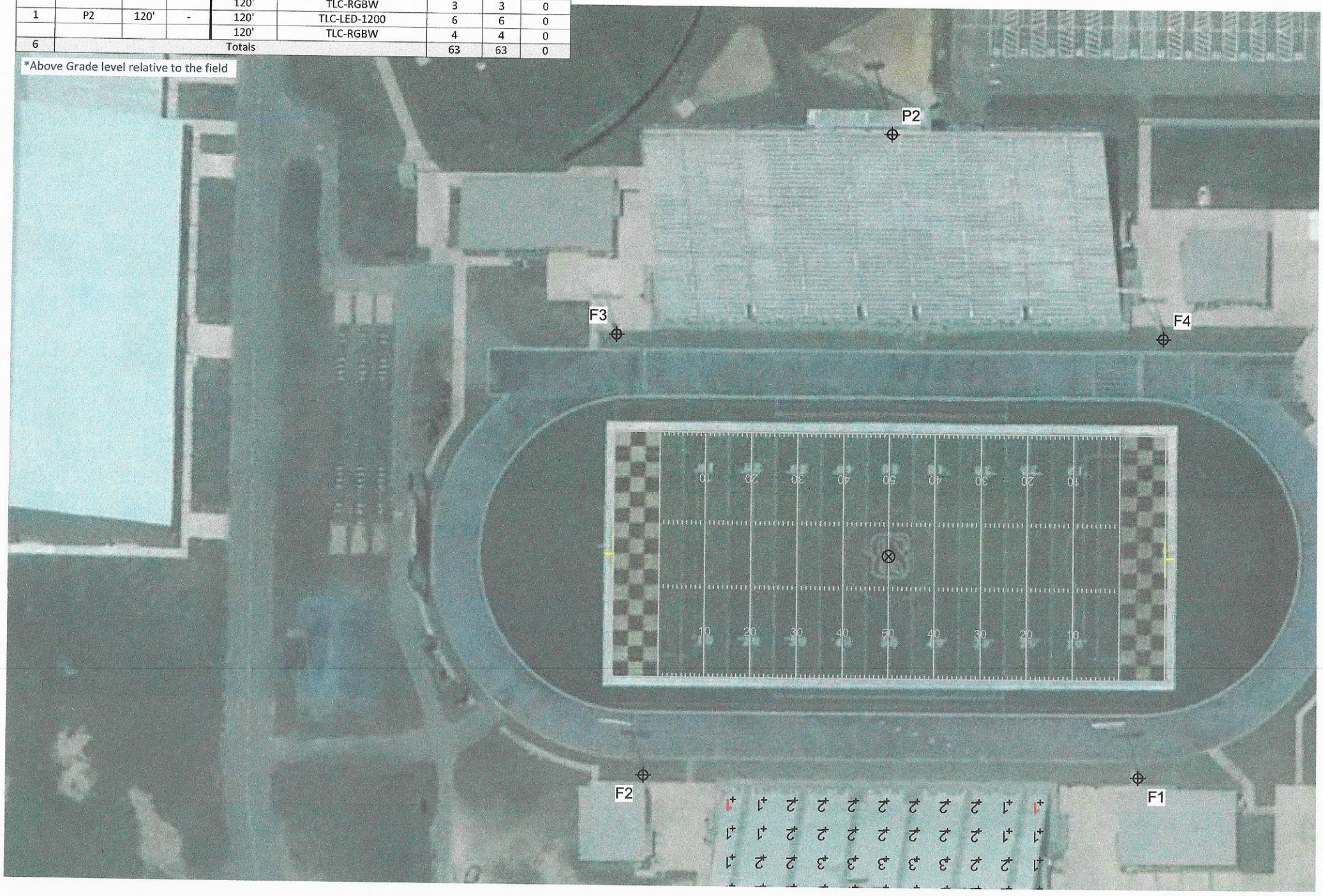
1	P1	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	3	3	0
1	P2	120'	-	120'	TLC-LED-1200	6	6	0
				120'	TLC-RGBW	4	4	0
6	Totals					63	63	0

*Above Grade level relative to the field



Equipment List For Areas Shown

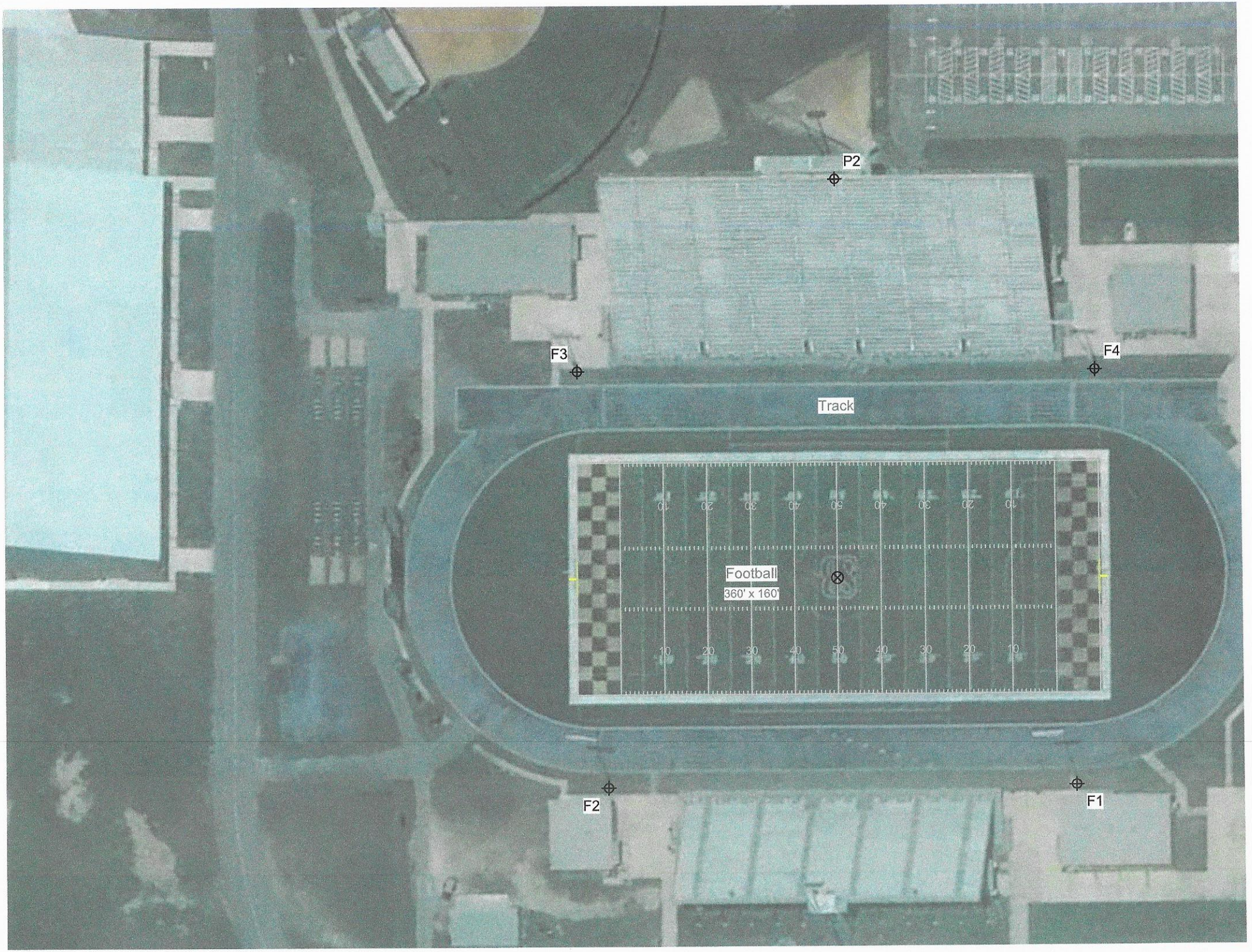
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	T1	50'	-	50'	TLC-LED-900	3/2*	5	0
1	T2	50'	-	50'	TLC-LED-900	3/4*	7	0
2	Totals					12	12	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	T1	50'	-	50'	TLC-LED-900	3/2*	5	0
1	T2	50'	-	50'	TLC-LED-900	3/4*	7	0
2	Totals					12	12	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration


P2
F3
F4
Track
Football
360' x 160'
F2
F1

Project Name:	**San Benito ISD - Bobby Morrow Stadium**
Project City-State:	**San Benito, TX**
Quote Date:	**8/12/2025**
Type of Field(s):	**FOOTBALL STADIUM / TRACK**
Photometrics Per Design #:	**80FC Avg. Light Level (FB), 30FC Avg. Light Level (TRK) / Design #24-1445-FB**
Type of Field(s):	**INCLUDES "Action Lighting" and "RGB Colored Lighting"**
Warranty:	**Includes Our 10 Year Maintenance FREE Product Warranty**

Quantity	Description
2	11 Fixture Crossarms
4	16 Fixture Crossarms
6	4 Fixture Crossarms **(RGB Lighting)**
86	**TSL800W** LED w/ Standard Visor
24	**TSL750W** LED **RGB** w/ Standard Visor
1	***RGB** Fixtures Controls & Action Lighting Upgrade*
1	Synapse Wireless Control Hub **w/ 10 Years Cloud PRO (Cellular included)**
110	Prewiring for Poles and Crossarms
86	Prewiring Adder for - *Action Lighting*
24	Prewiring Adder for - ***RGB** Fixtures*
6	Pole Top Adapter (T-Top)

Project Notes:

- **Price includes all materials listed above (excluding adders & deducts).**
- **Price includes delivery to jobsite.**
- **Price firm for 30 days.**
- **Allow 4-5 weeks for delivery.**
- **Price does NOT include SALES or USE taxes.**
- **All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.**

Warranty Notes:

- **Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of 10 years from date of shipment.**
- **Seller will replace any defective material for the entire 10 year period.**
- **Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.**

RETROFIT Installation Notes:

- **Allow 2-3 weeks for Retrofit installation.**
- **Price quoted assumes the integrity of all existing structure (poles, crossarms, wiring) are of sound workmanship and quality.**
- **Pole locations must also be accessible and not obstructed by fencing, buildings, etc. *(special lift & matting charges not included)***
- **If matting is required for access to pole locations due to wet or poor site conditions additional charges may apply.**
- **Minimum mounting heights of 60' or higher are recommended to minimize glare and optimize player safety according to the Illumination - Engineering Society of North America. (Basketball & Tennis courts are not applicable)**
- **Locating and marking of all PRIVATE utilities to include water, sewer, electrical, gas & irrigation is the sole responsibility of the owner/customer. Techline will not be responsible for locating these utilities. Repairing any unmarked utilities, landscaping or sod is the sole responsibility of the owner/customer.**

☑ **INCLUDES:**

- ✓ **Removal & Disposal of existing Cross Arms, Metal Halide Sports Lighting Fixtures, and Internal Pole Wiring Harnesses.**
- ✓ **Reusing existing Main electrical distribution panel & breakers.**
- ✓ **Reusing existing underground conduits and wiring to each pole. No more than 3% voltage drop shall be allowed.**
- ✓ **Furnish & Install new factory pre-wired cross arm assemblies onto each pole, with new LED fixtures and a new wiring harnesses inside each pole.**
- ✓ **Furnish & Install new pre-wired, clamp-on cross arms for "RGB Colored Light Fixtures", to be mounted below the White fixtures at the tops.**
- ✓ **Install new Fuse/Disconnect Boxes onto each pole at 10' above grade. Make all Final Electrical Terminations into these Boxes.**
- ✓ **Final fixture aiming (adjustments if needed), Conduct Final Light Test, Commissioning of Controls, Control Training for Customer, and Final Clean-Up.**

☒ **EXCLUDES:**

- × **Bid Bond, Payment & Performance Bond**
- × **All permits, fees and inspections associated with the project. This is considered a Maintenance project, therefore a Permit should not be required.**
- × **Prevailing Wage Rates, Union Labor Rates, Electrical Engineering or Plans**

Total Including Retrofit Install =	**$342,000.00**
Payment & Performance Bond (1.5%) =	**$5,130.00**
Total Including Tax & P&P Bond =	**$347,130.00**

Discussion and Possible Action to Authorize Administration to award Bobby Morrow Scoreboard Replacement Project to cooperative approved vendors subject to satisfactory financing terms and conditions

Superintendent's Recommendation:

The Board of Trustees to approve to authorize administration to award Bobby Morrow lighting project and Bobby Morrow scoreboard replacement project to cooperative approved vendors subject to satisfactory financing terms and conditions.

Rationale:

The District obtained three (3) quotes for the Scoreboard Project at Bobby Morrow Stadium from cooperative approved vendors.

Paperwork Impact:

Budgetary Information:

199-81-6629-BM-001-0-99-000

Resource Personnel:

Eddie Cavazos, Purchasing Director
Christopher Cortez, Interim Chief Financial Officer/Accounting Director
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

Date:	May 23, 2025
Person/Dept. Requesting Quote:	Mr. Eddie Cavazos, Director of Purchasing
Requisition #	

PURCHASING DEPARTMENT

WRITTEN QUOTATION DOCUMENTATION FORM

FOR AMOUNTS: $500.00 - $49,999.99

	VENDOR 1	VENDOR 2	VENDOR 3
Company:	ACE Sports	DAKTRONICS	Spectrum by Watchfire
Contact Person:	Mark Bridges	Jose Rodriguez	Jason Bishop
City/State:	Little Rock, AR 72209	Brookings, SD 57006	Houston, TX 77075
Telephone #:	501-909-9173	210-240-7781	713-986-8855
Email:	mark.bridges@acesports.com	jose.rodriguez@daktroncis.com	jason.bishop@watchfire.com

ITEM #	Qty	Descriptions/Specs	Unit Price Vendor 1	Unit Price Vendor 2	Unit Price Vendor 3
	1	Replacement of the High School scoreboard	846,792.80	994,641.89	1,382,742.00
		Freight Charges			
		Delivery Date After Receipt of PO			
		TOTAL	$ 846.792.80	$ 994,641.89	$ 1,382,742.00

RECOMMENDED VENDOR	
If LOW QUOTE NOT Recommended need justification	

Administrator Signature _____ Date _____

Revised 10-4-17

Quote No. 54695

April 11, 2025

Customer San Benito High School

Reference 34x74

Bill to
San Benito High School

450 S Oscar Williams Rd
San Benito, TX 78586
US

Ship to
San Benito High School

450 S Oscar Williams Rd
San Benito, TX 78586
US

Valid Until	**05/11/2025**	**Revision Date**	04/11/2025	**Lead Time**		**SR**	Mark Bridges
F.O.B.	Destination	**Revision No**		**Ship Method**		**PM**	Wendy Reid
Terms	1/2 Deposit, balance at shipping						

No.	Description	Qty	UOM	Unit Price	Extension
1.	***Note: ACE Sports offers a professional and experienced fund raising strategy to generate revenue to sell video advertising through customized sponsorship packages. These services are free of charge.***	1	Each	0.00	0.00
2.	Ongoing media consultation and support for the equipment, Game script collaboration for overall production during games with onsite assistance, Classroom training for media team, Limited support to create custom content tailored toward your needs, Software training & limited reeducation, Any-time online remote access for troubleshooting the video board or software, 24/7 emergency phone number for urgent needs.	1	Each	0.00	0.00
3.	8 hours of total design time is provided.	1	Each	0.00	0.00
4.	Manufacture (1) 34' x 74' 10mm video board for football. 10,000 Brightness 7,680 Refresh rate 10 year parts warranty	1	Each	696,293.80	696,293.80
5.	(2) 30" Shot clocks with 14" game time and (2) outdoor radio kits.	1	each	14,220.00	14,220.00
6.	(1) ISC-9000 Scoring Controller, (1) ISC-Hand Held Remote (S), (2) ISC-Hand Held Remote (F), (1) Distribution Panel, (1) HW182D Air-Trumpet Horn, (1) HN-CTRL-X9 Air-Horn Control Module, (1) Wireless Radio Kit *Mandatory for Air-Trumpet Horn*.	1	Each	8,850.00	8,850.00
7.	Virtual Scoreboard Hardware and Software with camera switcher and instant replay with joystick control. *Video board will operate as a virtual scoreboard and includes (5) additional zones/layers for sponsors, mascots/school graphics, sport clips/animations and additional custom content.**Includes (2) Sport Content Packages: Base software package that comes with hardware & Custom Graphics created by ACE Sports Creative Team. *****Hardware/Software Required with video board purchase and included in this pricing.*****	1	Each	16,229.00	16,229.00
8.	Installation. Includes extra beams.	1	Each	111,200.00	111,200.00

continued on next page

Quote No. 54695

April 11, 2025

Customer San Benito High School

Reference 34x74

Subtotal	846,792.80
Sales Tax (0 %)	0.00
Deposit Required	423,396.40
Total	**846,792.80**

Quote Valid Until: May 11, 2025

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Mark Bridges	**04/11/2025**		
Submitted by	**Date**	**Approved by**	**Date**
		Print Name	

continued on next page

Customer San Benito High School

Reference 34x74

Conditions

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the first page of this Contract (the "Project") and agree to the following terms and conditions regarding such Project: SPECIFICATIONS: The Project to be completed in accordance with the description above and signed drawing by Customer. Changes to any specification by customer must be approved by company in writing. Specifications and colors are estimated and may vary or be altered in some circumstances by company during fabrication or installation. EXCLUSIONS: Proposal does not include primary electrical service or connection, data cabling, networking, permits, integration with other products, shop drawings, engineering or taxes unless specifically stated above. Customer is responsible for approvals from all governing authorities. Customer is to furnish required primary electrical service within 6' of the sign, wiring, switches, data cabling and connection to the sign, or any other controls required at Customers own expense. Products and structures are designed using company experience. If engineered specifications are required, customer is to state in writing to company prior to this contract and must be stated in this proposal item description. Company assumes no liability for products or structures designed, manufactured or installed by others. Storage of completed signage is not included and will be assessed a $2.00 per cubic foot storage fee per week past fabrication completion time. Product will not be stored over 60 days and all project payments and products will be foreited to company. PROPERTY: Customer is to provide a site plan including property and right of way lines. Customer is responsible for marking proper signage location. All private lines orother underground objects must be clearly marked by the customer in white paint. Any damage to items not clearly marked is the responsibility of the customer. Company shall not be liable for damage to pavement, lawn or landscaping. CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on page one of this Contract ("Contract Amount"). Time is of the essence with regard to Customer's payment obligation. Shipping damage shall not delay payment terms. ADDITIONAL WORK: Unless stated as part of the Contract Amount on page one of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of rock, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than as described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is required to remove existing items; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the description section on page one of this Contract. (vii) Inadequate access to front and/or backside of the install area or unforeseen obstacles. (viii) Additional trips to the job site are required. INDEPENDENT CONTRACTOR STATUS: Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property. TAXES: Taxes are not included and will be assessed on the final invoice if applicable. Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or governing authority. PAYMENT: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fees and all collection and attorney fees. Company may, at its option, declare the entire balance price fully due and payable without further notice to customer. Credit card payments are subject to a 3% processing fee. Final payment is to be paid by check before shipping. OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials related to the Project ("Signage Property"). Customer acknowledges and agrees that all signage property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 10 days of substantial completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to enter the property, take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due. Customer is responsible for all removal, transportation, storage, and additional re-installation charges. COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All rights, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the project. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company's name, as the owner and author thereof. Art renderings and/or proofs are for visualization purposes only and scaling, design, dimensions, and colors may vary from the actual product. Structure and foundation designs are created in house using rule of thumb design from our experience and may not be to the standards of a certified engineer unless specifically stated above. EXISTING STRUCTURES: Company shall not be responsible for existing walls, signage or structures. Company is not responsible for providing engineering or adequate structure of existing structures. Company is not responsible for cleaning, patching, painting etc. of existing walls or structures. Existing signage that is removed is assumed to be trash and may be disposed of by company and customer authorizes disposal unless specifically stated otherwise in this contract. DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract. Completion time estimate starts after all contract documents, art approvals are signed, deposit has

continued on next page

Customer San Benito High School

Reference 34x74

Conditions

cleared and all permits are obtained. TERMINATION: All products are custom made for each customer and all sales are final. If an invoice is paid by credit card the customer agrees not to reverse charges once the card has been charged. This contract may only be terminated in the sole discretion of the Company. In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project and material procured up to date of termination plus a cancellation fee of 25% of the total Contract Amount. DISCLAIMER OF WARRANTIES: Product manufacturer warranties are subject to supplier discretion of warranty validity. This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose. All warranties will be void if any product is serviced, or modified by a party other than company. Warranty is not valid until payment is made in full. FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the items or terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company. MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services to furnish materials and/or labor to manufacture signage related to the Project and further agrees that such materials and/or labor is for improvement of real property. Customer authorizes Company to file a Lien for any overdue amounts. INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the products and services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's agents. MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of Pulaski County Arkansas for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supersedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion. Production time estimates start after all contract documents and art approvals are signed, deposit has cleared and all required permits are obtained. Shipping damage is subject to the shippers insurance policy and damage must be reported in writing with photographs within 24 hours of delivery. THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Deposit Invoice No. 82291-01

April 11, 2025 | Page 1 of 1

Customer San Benito High School

Reference 34x74

Payment Type

Bill to
San Benito High School

450 S Oscar Williams Rd
San Benito, TX 78586
US

Ship to
San Benito High School

450 S Oscar Williams Rd
San Benito, TX 78586
US

Quote Ref.	54695	**Order Ref.**		**Terms**	1/2 Deposit, balance at shipping	**SR**	Mark Bridges
F.O.B.	Destination	**Customer PO**	N/A	**Ship Method**		**PM**	Wendy Reid

Description	Amount
50% deposit invoice for contracted amount.	423,396.40

REMIT TO:

ACE Signs of Arkansas LLC
11935 Interstate 30
Little Rock, AR 72209
US

T: (800) 224-1366 | F: (800) 224-1342

Total **423,396.40**

DAKTRONICS
QUOTE

San Benito CISD
240 N Crockett St.
San Benito, TX 78586
Eddie Cavazos
956-361-6390

858841-1 REV 1
22-May-2025
Valid for 30 Days, Subject to Change
FCA: Destination
Payment Terms: TBD
Subject to credit review

RE: San Benito CISD - Football

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to San Benito CISD ("Purchaser").

Equipment and Services

Main FB Display - Existing Structure - One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: DVX-3220-10MN-8000-WR-WVC-640x2240
- Approximate Active Area: 21.00' high x 73.49' wide
- Pixel Pitch: 10mm
- Matrix: 640 pixels high x 2240 pixels wide

Daktronics Custom Control System – Primary/Backup with Show Control
Fiber Cabling
Two (2) All-Sport Controllers
Two (2) TI-2034 – Delay of Game Clocks
On-Site Installation Supervision & Commissioning
Secondary Structure
Physical & Electrical Installation of Secondary Structure & Display Cabinets
Project Management/Engineering & Certified Drawings
3% Spare Parts
Shipping to Site
Two (2) Years Parts and Labor Service; Years 3-5 Part
Creative Services Basic Content Package
Two (2) Days Operator Training
One (1) Event – Control Room Event Support
One (1) Event – Technical Event Support

TOTAL PRICE (EXCLUDING TAXES) $ 994,641.89

(amount in USD)

THE FOLLOWING SERVICES APPLY TO THE DISPLAY(S) LISTED ABOVE.
Years 1-5 Daktronics Parts Coverage
Years 1-2 Daktronics On-site Labor - Standard Response
Years 1-5 Customer Care Level 1
Years 1-2 Annual System Check
Years 1-2 60'-70' Boom Lift Service Access

SCOPE OF SERVICE: www.daktronics.com/DD5454476

LINK TO TERMS & CONDITIONS OF SERVICE: http://www.daktronics.com/DD5459759

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

Unless otherwise provided on the attached Installation Responsibilities Checklist, the following are not included: permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, and electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- SL-02375 Standard Terms and Conditions of Sale
  - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs effective after May 12, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 12, 2025, Daktronics will be entitled to an equitable adjustment to the Purchase Price.

Jose Rodriguez
Regional Sales
210-240-7781
Jose.Rodriguez@daktronics.com

or

Landon McKeown
Project Manager
605-690-2824
Landon.McKeown@Daktronics.com

INSTALLATION RESPONSIBILITIES CHECKLIST

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
	✓	2. Provide existing utility drawings.
✓		3. Removal of existing equipment.
✓		4. Removal of existing sub structure (excluding footings).
✓		5. Disposal of existing equipment.
✓		6. Disposal of existing structure (excluding footings).
✓		7. Generate and issue site specific electrical and signal drawing submittals for video, front-end production system equipment.
✓		8. Generate and issue site specific equipment shop drawing and attachment detail submittals for video, front-end production system equipment.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	10. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		11. Engineering design and certification for Equipment attachment design.
	✓	12. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	13. Mark location of the new Equipment as delineated in the quote.
✓		14. Locate public underground utilities.
	✓	15. Locate private underground utilities.
	✓	16. Provide camera-ready artwork for ad panels, and logos at time of order.
✓		17. Site clean-up after Daktronics work.
✓		18. Crating and shipping of all equipment to facility via common or independent carrier.
✓		19. Accept, lift, unload, and inspect all video, front-end production system equipment and control equipment from carrier.
	✓	20. Provide storage of video, front-end production system equipment and control equipment in a safe, dry, and secure location until installation.
✓		21. Fabricate and install substructure.
✓		22. Prime and paint substructure
✓		23. Lift and mount Equipment listed in this quotation.
	✓	24. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.
	✓	25. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.

✓		26. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
	✓	27. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
✓		28. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓		29. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	30. Provide and install signal cable conduit, with pull string, from control location to each camera location, as delineated in the electrical and signal drawings.
	✓	31. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓		32. Furnish signal cable as delineated on the quote.
✓		33. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	34. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		35. Remote power control/switching (contactors and wiring).
✓		36. Terminate signal cable at control location and video, front-end production system Equipment.
	✓	37. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	38. Provide high speed internet connection to control room equipment.
	✓	39. Required power outlets on clean dedicated circuit(s) for all video, front-end production system and control equipment.
✓		40. Provide computer(s) for control software.
✓		41. Unpack, set-up, hook-up, and testing of control system.
	✓	42. Provide personnel for maintenance and operator training.
✓		43. Perform final systems testing and commissioning.
	✓	44. Final acceptance, per DF-1252.
	✓	45. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		46. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

PROPOSAL FOR

SAN BENITO CISD BOBBY MORROW STADIUM

watchfire

Texas Video Project References

KLEIN ISD

Derek Koonts, Assistant Director of Athletics
dkoonts1@kleinisd.net
(832) 249-4301

LAMPASAS ISD

Chane Rascoe, Superintendent of Schools
rascoec@lisdtx.org
(512) 556-6224

PASADENA ISD

Rupert Jaso, Director of Athletics
rjaso@pasadenaisd.org
(713) 740-0837

ALVIN ISD

Mike Bass, Director of Athletics
mbass@alvinisd.net
(281) 245-2575

PLEASANT GROVE ISD

Matt Fry, Director of Technology
mfry@pgisd.org
(903) 831-4086

SEMINOLE ISD

Greg Poynor, Director of Athletics
gpoynor@seminoleisd.net
(432) 758-1339

SINTON ISD

Mike Troutman, Director of Athletics
mtroutman@sintonisd.net
(361) 364-6800

BASTROP ISD

Eliot Allen, Director of Athletics
dallen2@bisdtx.org
(832) 752-2990

CRYSTAL CITY ISD

Desmon Battle, Director of Athletics
desmon.battle@crystalcityisd.org
(830) 374-0076

CORPUS CHRISTI ISD

Brenda Marshall, Director of Athletics
brenda.marshall@ccisd.us
(361) 878-4884

HOUSTON ISD

Andre Walker, Director of Athletics
awalker2@houstonisd.org
(713) 556-6913

COLORADO ISD

Dr. Larry Polk, Superintendent of Schools
lpolk@ccity.esc14.net
(325) 728-5312

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watchfire

SPECTRUM by watchfire

UNLEASH THE TEAM SPIRIT

A good-looking scoreboard grabs attention, but a team-branded scoreboard grabs hearts and loyalty. Our award-winning creative services team will turn your logo and colors into a design and truss that reflects the commitment and pride of your players, fans, and community.

BRANDING

Color is at the core of every sports brand. That's why we hand-selected 30 colors guaranteed to make an impression. Mix and match cabinet colors to create a dynamic two-tone look, and add colorful captions and trim.

A truss showcases your mascot, logo, or name. Our custom-built trusses use patterns, colors, and lighting effects to create a scoreboard that will have all the fans talking. A truss can also create a cohesive look by integrating static panels and audio speakers.

10' x 36' Scoreboard with decorative truss, team graphics and custom white digits I Model: WF-FB-11236

ACCURACY & RELIABILITY

- Precision timing with hand-held devices
- Pinpoint synchronization with clocks
- Easy-to-operate controller
- Deluxe game horn

RUGGED CONSTRUCTION

- Bright LED digits for better readability
- Dent-resistant heavy aluminum
- Fade-fighting polyurethane finish
- Optional decorative truss

SIZE, DATA, & FEATURES

- Scoreboards 10' to 40' wide
- Layouts for every level of play
- 14 to 36-inch digits in red, amber, white (in select sizes), or combination
- Celebration "flash" mode

TIMING SYSTEMS

- Segment/practice timers
- Game/delay of play clocks
- Locker room clocks

ACCESSORIES

Keep the game on pace with precision accessories. We offer timers and clocks that add excitement and meet regulations and requirements.

Pictured above is the Segment Timer, model WF-AC-11EV1.

watchfire

TIMERS

1155T Game/Snap Clock
99:59 Timer
25-0 or 40-0 Timer
Down & Yards

Delay of Game Clock comes with bold digits, readable up to 400 yards. Advanced TMB Electronics assure you of the highest quality, precision timing. Pole or wall mount.

The dent-resistant heavy aluminum and fade-fighting polyurethane finish will ensure your clock looks great for years. Finish in your school colors. Sold in pairs.

Dimensions: 6' H x 4' W x 6"D
Digits: 27" in Amber
14" in Red and White
Horn: Deluxe horn built in

5100 Locker Room Clock
99:59 Timer

Locker Room Countdown Clock with 7" LED digits displays your time in minutes, or seconds. Designed to sync with the official scoreboard clock. Easily mounts to any interior wall. Finish clock in choice of color.

Dimensions: 11"H x 28"W x 6"D
Digits: 7" Red

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BRANDING

ICONIC COLOR

Color is at the core of every sports brand. That's why Spectrum by Watchfire has taken scoreboard color to a new level. We work with you to create a look that reflects everything that is good about your brand.

CHOOSE YOUR BASE

We hand-selected 30 colors guaranteed to make an impression. Mix and match colors to create a dynamic two-tone look. Custom PMS color matching is available upon request.

CHOOSE YOUR CAPTION COLOR

Caption letters, available in the same color choices as the base, offer the high contrast needed for superior readability, even from a distance.

CHOOSE YOUR ACCENT

Choose to add a colorful trim to outline your scoreboard and scoring information. It creates a cohesive look, supports your brand's identity, and is available in our 30 standard colors.

49 BEIGE HEX: D6C6A7	**39** TAN HEX: A98961	**131** GOLD *Metallic* PANTONE® 872 C HEX: 80704F	**139** BROWN PANTONE® 464 C HEX: 8A5D2F	**24** ORANGE *Burnt* PANTONE® 7585 C HEX: A8521C	**15** YELLOW *Bright* PANTONE® 116 C HEX: F5C700
25 YELLOW PANTONE® 7549C HEX: FAB400	**145** GOLD HEX: EA9804	**14** ORANGE PMS® ORANGE 021 C HEX: E55E00	**13** RED PANTONE® 711 C HEX: BE1C0D	**96** TEAL PANTONE® 7713 C HEX: 007A89	**38** PURPLE *Royal* HEX: 3F2A70
48 PURPLE HEX: 4D2E51	**68** MAROON HEX: 5E101F	**53** RED *Cardinal* PANTONE® 200 C HEX: A10019	**77** BLUE *Light* HEX: 4CADD3	**57** BLUE *Olympic* HEX: 027EBC	**47** BLUE HEX: 0459A1
37 BLUE *Royal* HEX: 103275	**197** NAVY HEX: 0A2748	**196** GREEN *Apple* HEX: 569A1C	**46** GREEN *Kelly* PANTONE® 340 C HEX: 028D58	**186** GREEN PANTONE® 7725 C HEX: 017743	**56** GREEN *Dark* PANTONE® 3425C HEX: 03553D
66 GREEN *Forest* PANTONE® 3305 C HEX: 18473E	**120** SILVER *Metallic* PANTONE® 877C HEX: 8A8C8C	**10** WHITE HEX: F1F2F1	**31** GRAY *Light* PANTONE® 421 C HEX: A5A6A2	**41** GRAY *Battleship* PMS® Cool Gray 11 C HEX: 4F5965	**12** BLACK PMS® Natural Black C HEX: 111112

MULTI-COAT COLOR PROTECTION

Every Spectrum scoreboard has multiple coats of a urethane finish. This UV protective barrier prevents color fading due to sun exposure. The same protective coat used on commercial aircraft and firetrucks, our urethane also withstands salt, stone chips, graffiti, chemicals, and detergents. Our urethane is an all-purpose semi-gloss finish, but high gloss or matte finishes are also available upon request.

watchfire®

SERVICE CAPABILITIES

J ? WCPQ MD QCPTGAC8

70,000+ Active LED Displays

40+ Servgce Techs at Watchfire Copporate

5+ Internal Service Techs at Watchfire Houston

Local Service Techs in Central Texas Area

Many Certified Sign Dealers in Central Texas Area

Dedicated Sports Service Line

7 Days Per Week Support

90% of All Service Calls Answered in 3 Minutes

Watchfire Installation Crews Throughout Texas

Local Sales Support To Help Navigate Solutions

watchfire

CONTROL ROOM

SCORING
CONSOLE

The MSX is the workhorse of sports controllers. The rugged built-in carrying case, drop-resistant technology, and large buttons make this console the ideal choice for busy teams and facilities with multiple operators.

The MSX can be used to score Spectrum fixed digit scoreboards, Ignite Sports video scoreboards, or both at the same time. When used with the fixed digit scoreboards, it can be programmed to celebrate a home score with flashing numbers. It can also turn your Spectrum scoreboard into a practice segment timer or time of day clock.

- **Scores 15 different sports**
- **Memory backup for power outages**
- **Backlit LCD with 4-line game status display**
- **Includes a handheld timer, wired for accuracy**

NFHS PARTNER

OFFICIAL VIDEO SCOREBOARD MANUFACTURER OF THE NFHS

Watchfire is the Official Scoreboard and Videoboard Manufacturer of the National Federation of State High School Associations (NFHS). Watchfire proudly delivers products that contribute to educational and revenue opportunities for high schools across the U.S.

watchfire

IGNITE SPORTS

GAMETIME & ENTERTAINMENT SOFTWARE

Ignite Sports event management software makes it easy to create, manage and deliver game-time content to Watchfire displays. Whether they're professionals or volunteers, give your game staff an intuitive scoring and timing interface that's easy to learn and operate. Prompt crowds to make noise with the push of a button. Instantly personalize video scoreboards with team colors, graphics and advertising zones.

Content like scores, hype videos, player profiles, animations, live video, and advertisements give you tools to engage fans, drive revenue and strengthen team branding. A built-in editor and a library of pre-programmed animations and stills let you turn any event into a crowd pleaser.

SCORE

CREATE

MANAGE

DELIVER

NO ANNUAL FEES

TABLET SCORING: Use a wireless tablet or traditional controller.

BUILT IN EDITORS: Create zones, playlist and content to fire up fans and sponsors.

TOURNAMENT HOSTING: Score and display up to four games at once.

LIVE VIDEO: Input a video source or integrate a full production system.

watchfire

GEAR UP

PROFESSIONAL CONTENT FOR YOUR VIDEOBOARD

PROMPT BUNDLE

Choose 10 videos from a library of prompts, colors, and styles. The library is continually growing, so you can add new bundles next season.

ARROWS

CRT GLOW

LIQUID

CUSTOM BUNDLE

Choose a video design and customize it with your choice of unique team colors or words. There are 5 videos in every bundle.

BRANDED KIT

Customize your scoreboard with colors and mascot. Plus receive an animated team logo and a player card template.

ADVANCE BRANDED KIT

Add a second scoreboard design, logo treatment, and player profile. This is ideal for multi-sport and multi-team facilities.

High energy prompts

Add logos for sponsored content

Add new content every season

watchfire

PRODUCT FACT SHEET - SCORER'S TABLET

SCORER'S TABLET FOR IGNITE SPORTS

Ignite Sports is a powerful scoring, entertainment, and editing software for Watchfire video scoreboards. Designed for those with little to no technical experience, Ignite Sports uses a tablet to score and time numerous sports: baseball, basketball, football, soccer, volleyball, wrestling and multisport.

MULTI-EVENT SCORING

Connect additional tablets to the Ignite Sports system to score up to four games at once. Each tablet operates independently, and all the results are displayed in different zones of the scoreboard. This is ideal for tournament hosting.

10TH GEN INTEL® CORE™ I3

The Microsoft Surface Go 3 is a powerful tablet with the latest Intel mobile processors. It has the quick response you need to keep up with fast-paced games.

LONG BATTERY LIFE

This tablet has up to 11 hours battery life with typical device usage.

WIRELESS CONNECTION

Using a local wireless access point to connect with the Ignite Sports system, scorers can operate from various locations within the facility.

Tablet Features	Specifications
Operating System	Microsoft Windows
Dimensions	9.65 inches x 6.9 inches x 0.33 inches (245mm x 175mm x 8.3mm) | 1.2 lbs (544 g)
Screen	10.5-inch PixelSense Display with Corning®Gorilla® Glass 3
Resolution	1920 x 1280 (220 PPI) | Aspect Ratio 3:2 | Contrast Ratio 1500:1
Processor	10th Gen Intel® Core™ i3 processor
Security	Windows enhanced hardware security | Firmware TPM
Battery	Up to 11 hours of typical device usage
Ports	1 x USB-C® | 3.5 mm headphone jack | 1 x Surface Connect port | Surface Type Cover Port MicroSDXC Card Reader | LTE Advanced2
Pen Compatibility	Yes
Power Supply	24W power supply
Protection	Optional protective case and kickstand
Warranty	One-year limited hardware warranty from manufacturer

Subject to change without notice. Refer to Watchfire's technical guides for detailed specifications and requirements.

watchfire®

vMix

LIVE Periscope YouTube NDI

Live Production & Streaming Software

PRODUCE STREAM RECORD

vMix

Live Production Software

vMix is a complete live production software solution that allows you to produce, record and live stream in SD, HD & 4K. Easily add Cameras, Graphics, Titles, Videos, Virtual Sets, Social Media, Web Browsers and much more to your production.

The vMix Software is available in 6 different editions. Free 60 Day Trial available.

vMix CALL

Live Interview Solution

vMix Call is the easiest way to add remote guests into your live production. With only a web browser and webcam, your guests can connect into your live show with HD video and high quality audio from anywhere in the world!

vMix Call is included in the HD, 4K and Pro editions of the vMix software.

www.vmix.com

8-NDI and 4-SDI Input Studio Switcher *Powered* By vMix

KM-IP8S4Pro

KM-IP8S4Pro - NDI/SRT + SDI

USB

vMix Control Surface **RM-LP350G**

USB 2.0	2	Type-A
USB 3.2 Gen 1	4	Type-A
USB 3.2 Gen 2	1	Type-A
USB 3.2 Gen 2x2	1	Type-C
Gigabit Ethernet	1	RJ45
Audio in/out	3	3.5 mm

Mini DP x 4

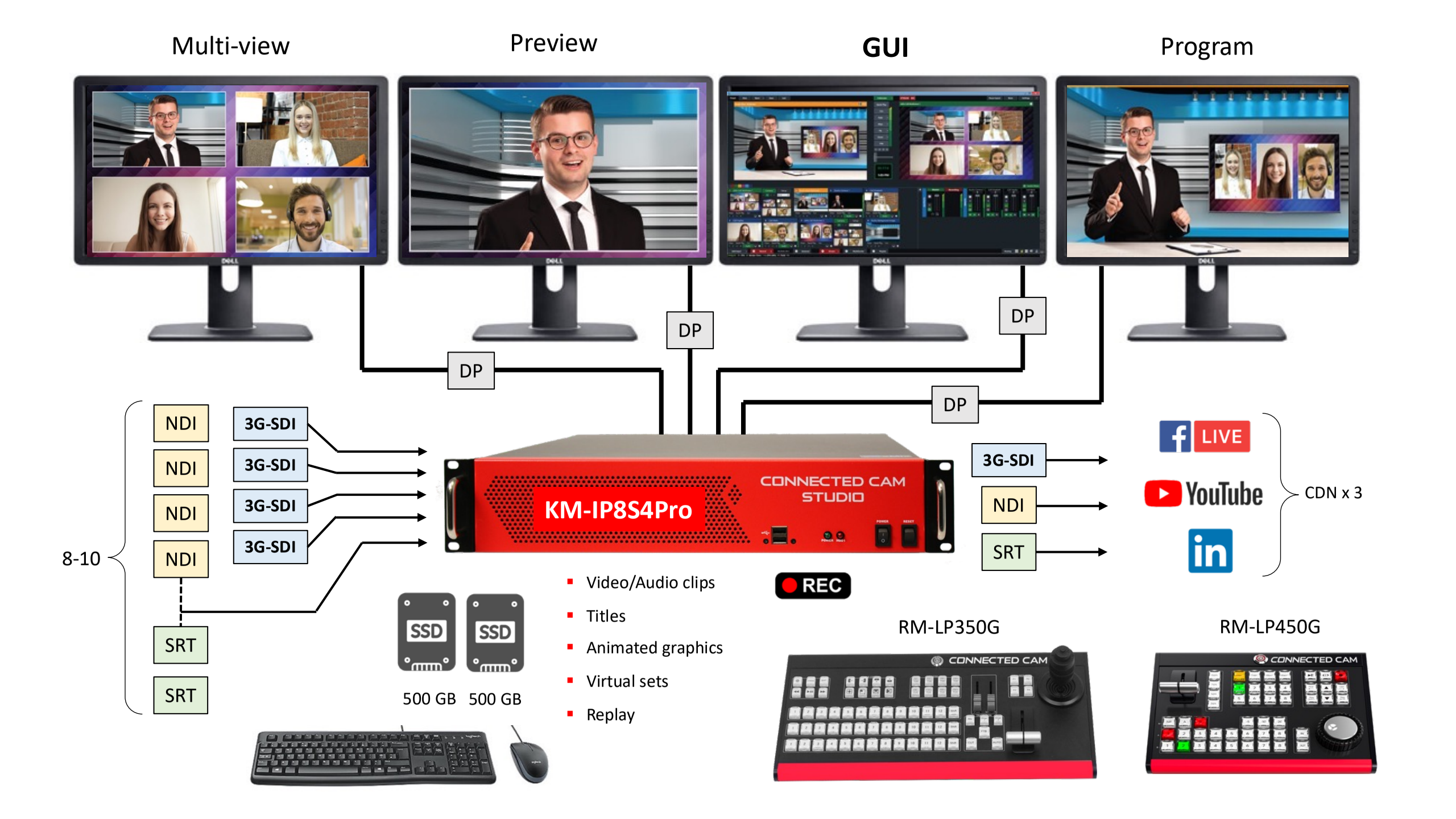
3G-SDI / HDMI output

Mini 3G-SDI x 4

Inputs/Outputs

Included adapters
Mini SDI → SDI-F (4)
Mini DP → DP (4)

Replay Controller **RM-LP450G**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500 GB
500 GB
REC
Video/Audio clips
Titles
Animated graphics
Virtual sets
Replay
RM-LP350G
RM-LP450G
CONNECTED CAM
CONNECTED CAM

JVC

1" 4K Handheld Camera Recorder

GY-HC500

CONNECTED CAM™

Product photo shown with optional equipment.

4K

HDR
High Dynamic Range

ProRes

PROPOSAL SUMMARY

watchfire
Ph:713.944.6200
Fax:713.944.1290
spectrumscoreboards.com
10050 EASTHAVEN BLVD. HOUSTON, TX

DATE	5-28-25
PROJECT	BOBBY MORROW STADIUM
LOCATION	SAN BENITO, TX
SALES REP	JASON BISHOP
DRAWING NO.	25050702-12-P
DESIGNER	JOSH BARRY

SPECIFICATIONS

(1) WATCHFIRE LED VIDEO DISPLAY
10mm - 780 x 3000

(1) DECORATIVE TRUSSWORK
W/ BACKLIT CHANNEL LETTERS

(1) SPECTRUM FOOTBALL
GAME CLOCK 1155T-C3
W/ LED DIGITS: 27" AND 14"

COLORS

- 038 PURPLE
- 010 WHITE
- 015 YELLOW

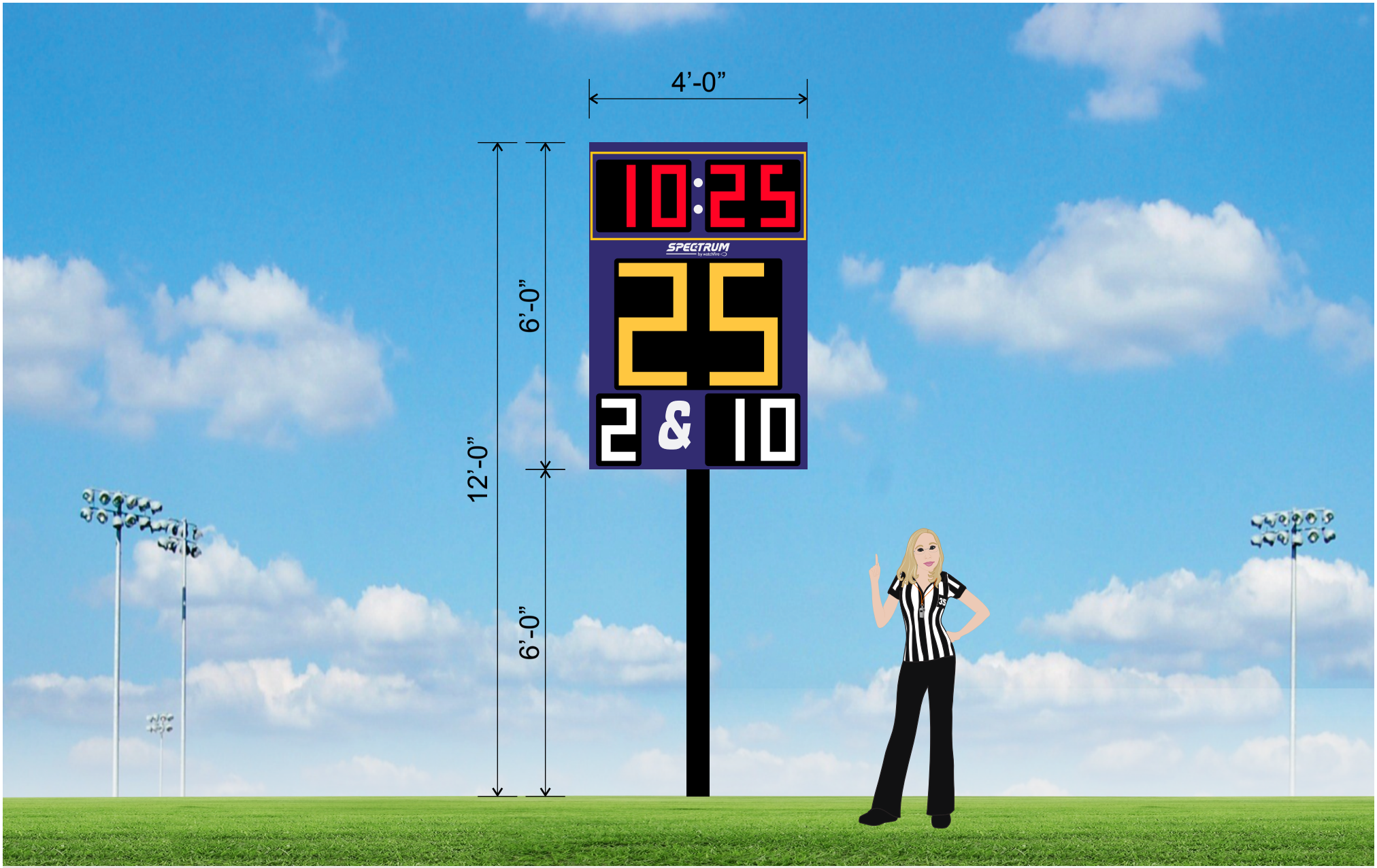
NOTES:
COLORS SHOWN ARE FOR DEMONSTRATION PURPOSES ONLY. VARIATIONS IN COLOR OR FINISHED PRODUCTS MAY OCCUR.

THIS DRAWING IS FOR DEMONSTRATION PURPOSES ONLY

CUSTOMER APPROVAL

I UNDERSTAND THIS CONCEPTUAL ILLUSTRATION IS PROVIDED FOR A PROJECT PREPARED FOR MY ORGANIZATION. IT MAY NOT BE COPIED, REPRODUCED, EXHIBITED, OR SHOWN TO ANYONE OUTSIDE MY ORGANIZATION WITHOUT WRITTEN CONSENT FROM SPECTRUM SCOREBOARDS

AUTHORIZED BY _____ DATE



watchfire

Ph: 713.944.6200
Fax: 713.944.1290
spectrumscoreboards.com
10050 EASTHAVEN BLVD. HOUSTON, TX

DATE	5-12-25
PROJECT	BOBBY MORROW STADIUM
LOCATION	SAN BENITO, TX
SALES REP	JASON BISHOP
DRAWING NO.	25050702-06-P
DESIGNER	JOSH BARRY

SPECIFICATIONS

(1) SPECTRUM FOOTBALL GAME CLOCK 1155T-Z3
W/ LED DIGITS: 27” AND 14”

COLORS

- 038 PURPLE
- 010 WHITE
- 015 YELLOW

NOTES:
COLORS SHOWN ARE FOR DEMONSTRATION PURPOSES ONLY. VARIATIONS IN COLOR OR FINISHED PRODUCTS MAY OCCUR.

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AUTHORIZED BY _____ DATE

VIDEO SCOREBOARD PROPOSAL

May 28, 2025

TO: Eddie Cavazos, Purchasing Director
San Benito C. I. S. D.

RE: VIDEO FOOTBALL SCOREBOARD SYSTEM & GAME CLOCKS FOR BOBBY MORROW STADIUM

Primary Video Display:

- **WATCHFIRE Model S10-3000780 Ultra High Resolution 10mm Video Display**
- Physical LED Pixel Array 780 pixels tall, 3000 pixels wide = 2,340,000 Total LED Pixels
- Physical Video Screen Active LED Area Dimensions: **26' x 100'**
- 1.2 Quintillion Colors with True Grayscale and Color Processing
- 4,800Hz Scan Rate; 60 Frames/Second (fps) Refresh Rate
- Each pixel comprised of 3 LEDs: 1 Red, 1 Green, 1 Blue
- Fully encapsulated LED Modules
- **Physical LED Pixel Density: 9,688 pixels per square meter**
- **10,000 nit Peak Brightness = Dynamic Contrast in all conditions**
- **Data Connection: Fiber Optic Cable**
- Operating Temperature -40°F to 155°F
- Horizontal Viewing Angle of 150°; Vertical Viewing Angle of 95°

Video Control Equipment Inclusions:

- **Ignite Sports™ Video Screen Control System**. Includes:
  1TB SSD Multi-Tab Clip Server with Live Video Feed. All-in-One Single Person Workstation. Displays Digital Scoring from Spectrum MSX Controller, Live Video Feed, Individual Player Profiles, Game Celebrations, Sponsor Ads & Commercials, Pre-Recorded Video Clips & Highlights instantaneously. Includes Multi-Event Scoring for up to (4) games at once with each tablet operating independently, and all results displayed in different zones of the scoreboard. Includes Microsoft Windows operating system with 10th generation Intel Core™ i3 processor. s. Ignite Sports Controls: Football/Soccer/Track. Includes CPU, Monitor, Keyboard, Mouse, all Interconnect Cables, Training & Support. Optional Equipment: Wireless Tablet for Remote/Portable Scorekeeping from various locations within the facility with up to 11-hour battery life.
- **Action Package III** with three (3) Video Cameras and **Instant Replay** control capabilities.
- **Wireless Professional 4K Video Cameras & Camera Kits.** Includes: 4K/HD Camera w/ 20x Optical Zoom, Fluid-head Tripod System, Remote Zoom Handle, Water-resistant Video Camera Transport Bag, Digital Cinema Camera Snake cable, Fully-Accessible Camera Rain Shield, Extra Camera Battery, & Memory Card
- **Custom San Benito CISD Animation Library** Starter Package – Football/Track
- 750' Fiber Optic Cable (as needed)
- Spectrum System Remote Training & Technical Support included

Multi-Sport Scoring System:

- SPECTRUM Model #1155T-Z3 Game/Snap Clocks (Pair)
  - 14" UltraBold Red LED Digits for Game Clock
  - 27" UltraBold Amber LED Digits for Delay of Game
  - 14" UltraBold White LED Digits for Down & To Go
  - All Aluminum Construction and Corrosion Resistant Fasteners
  - 4-Component Urethane Finish, 3M Vinyl Striping, UV Clear PermaCoat
  - Integrated Game Horn with Auto and Override Function
- SPECTRUM Model #5100-R2 Locker Room Clocks (Quantity 3)
  - 7" UltraBold Red LED Digits for Game Clock
  - All Aluminum Construction and Corrosion Resistant Fasteners
  - 4-Component Urethane Finish, 3M Vinyl Striping, UV Clear
  - Integrated Game Horn with Auto and Override Function
- SPECTRUM Model #MSX-5 Multi-Sport Scoring Control Console – Wireless
  - Remote Hand Switch for Main Game Clock Control – Start/Stop
  - Remote Hand Switch for 25/40 Shot Clock Control – Start/Pause/Reset
  - Serial Port for Digital Scoring Data export

Stadium Name & Other Signage:

- 5'H x 100'W Aluminum Truss w/LED Back-Lit Letters: *BOBBY MORROW STADIUM*, Urethane Finish with UV Clear PermaCoat
- 3'H x 12'W LED Back-Lit *Greyhound Mascot,* Urethane Finish with UV Clear PermaCoat

Physical Installation Scope:

- Includes take down/removal of existing scoreboard, video display, signs & clocks
- Includes modifying/enhancing existing structure by adding Five (5) Steel I-Beams to existing Support Structure.
- Includes delivery and complete physical installation of new video display, truss sign, mascot, play clocks and elements per color elevation drawing
- Spectrum provides all signal, data and fiber cables, connectors and components as necessary for a complete and professional installation. **DOES NOT** include cable pulls and conduit work.
- Installation includes termination of electrical power at scoreboard locations **within 5' of display** connection point
- **DOES NOT** Includes electrical work, which includes new conduit runs or cable pulls as needed between press box and scoreboard location
- Installation includes termination of all data/fiber/signal and electrical at each scoreboard component as needed.
- Includes the installation, hook-up, test & demonstration of all audio, video & scoring equipment
- All aspects of the installation of this Scoring System to be performed by Insured and Factory-Trained Spectrum Employees & Licensed Sub-Contractors.
- Detailed Scope of Work to be provided at time of order or upon request.

TOTAL DELIVERED & INSTALLED ---------- **$ 1,382,742.00**

OPTIONS:

Stadium Sound System:

- **SPECTRUM ThunderCloud™ TC12K** Full Stadium Engineered Sound System
- Designed & Engineered specifically for Large Sports Stadium Applications
- Six (6) Titanium Compression Extreme Long-Throw, Wide Dispersion Horn Drivers
- Twelve (12) 15" Extreme Long-Throw Mid-Low Woofers; Eight (8) 18" High-Output Subwoofers for Deep Thunderous Base
- Frequency Range: 30Hz – 20kHz (-10db@1M); 33Hz – 17kHz (-3db@1M) near field
- Maximum SPL: 164db; Nominal SPL @ 200': 148db (Speech & Music)
- Stadium Coverage Area: Adjustable 85° - 110° Horizontal; Adjustable 35° - 40° Vertical
- Speaker Mesh & All Aluminum Cabinet finished in School Colors/Graphics
- ThunderCloud™ TC8.1K Enclosure Dimensions: 5'H x 20'W x 5'D

Sound Booth Equipment Inclusions:

- Digital Matrix Mixing Engine 24-In/24-Out with Dante Connectivity - Rack-Mounted
- 5.7" Touch Screen Master Controls with Layered Access Protections
- High Efficiency Power Amplifier with Fully-Integrated DSP & FIR Drive, each with 4 x 5000W
- 40,000 Watts Peak Total Amplifier Output
- Includes: PTT Announcer Microphone, Wall- or Floor-Mount A/V Rack, Power Distributor, All Cables
- Climate-Controlled NEMA Enclosure
- Wireless On-Field Microphone System, Wireless Referee Microphone System.

**OPTION TOTAL (ADD) ~~~

Warranties:

- WATCHFIRE S10 Video Display: **5 Years Parts; 2 Years On-site Labor**
- SPECTRUM Model #1155T-Z3 Snap Clocks: **5 Years Parts; 2 Years On-site Labor**
- SPECTRUM Model #5100-R2 Locker Room Clocks: **5 Years Parts; 2 Years On-site Labor**
- Ignite Sports™ Video Control System: **5 Years Parts**
- Non-Proprietary Video Equipment covered under their individual factory warranties

Timeline:

- Production Lead Time projected to be approximately 100 days

Training:

- Spectrum to provide unlimited remote training on all Video & Scoring components to San Benito CISD staff at installation completion

_____

Accepted by: Date

PAST PROJECTS

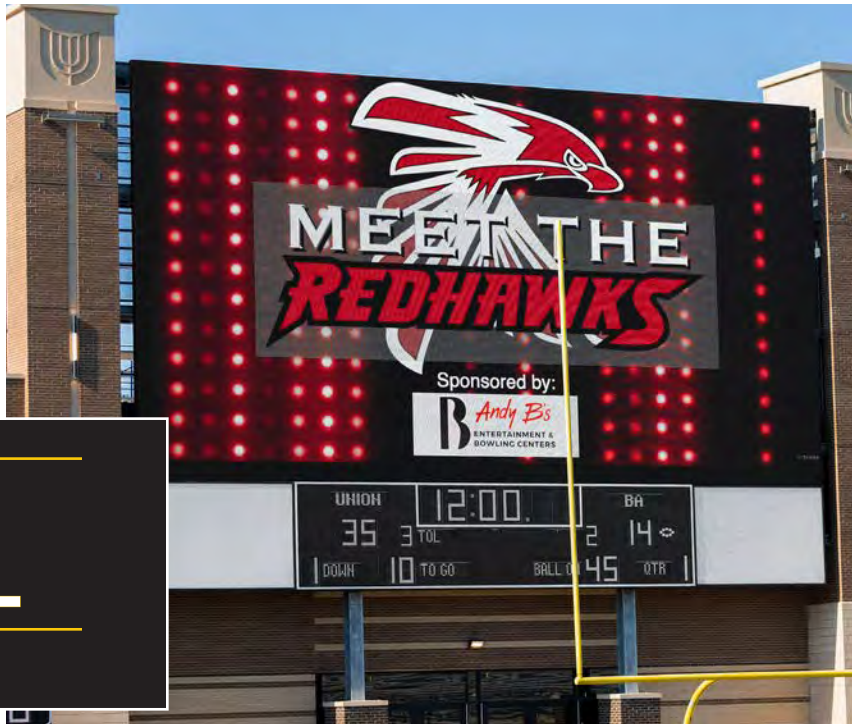
LAKE TRAVIS HIGH SCHOOL

AUSTIN, TX • S16mm • 24' x 40'

"We felt that a new video scoreboard would give fans a more exciting game experience, and would allow us to better highlight our athletes and our supporters in the community. **It's the closest thing to an ESPN college atmosphere that you can find at this level.**"

MICHAEL DRINKWATER | Assistant Athletic Director

watchfire



UNION HIGH SCHOOL

TULSA, OK • S10mm • 31' x 55'

We have been extremely impressed with our Watchfire scoreboard and the quality and reliability of the product every time we turn it on. It has been the perfect addition to our stadium renovation project and we look forward to exploring all of its capabilities in both graphics and videos as we expand our game day experience.

EMILY BARKLEY | Director of Athletics

watchfire

BOWDON HIGH SCHOOL

BOWDON, GA • S16mm • 17'x 30'
SIGNWORKS PRO, INC.

"The use of technology and branding are integral to sharing our message with our schools and communities. We have received a lot of positive feedback from our schools and our community regarding the boards, and the wonderful atmosphere that is created for our athletic events. **The scoreboards give students the opportunity to learn skills in design and branding that give useful experience for the future.**"

SCOTT COWART | School System Superintendent

watchfire

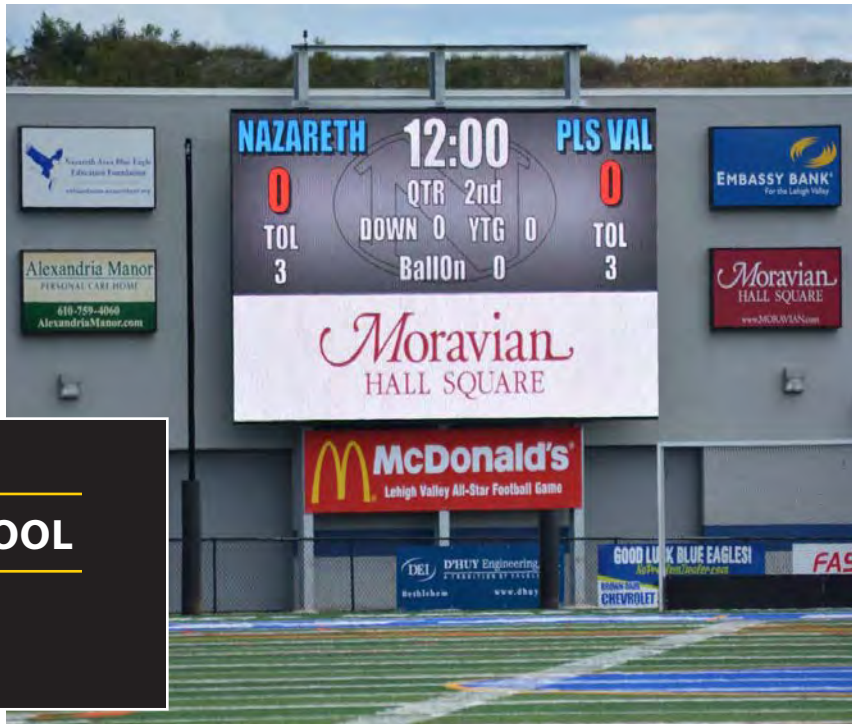
HOLLAND HALL HIGH SCHOOL

TULSA, OK • 10mm • 13' x 23'
METRO SIGN CORPORATION

"We had a mix of technologies, and the number of devices we needed to control the board became overwhelming. **Watchfire fit our needs for a great-looking display that's easy to use.** The easy-to-use software is very appealing. I don't even like to call this a scoreboard because it's so much more."

HENRY FINCH | Director of Technology

watchfire



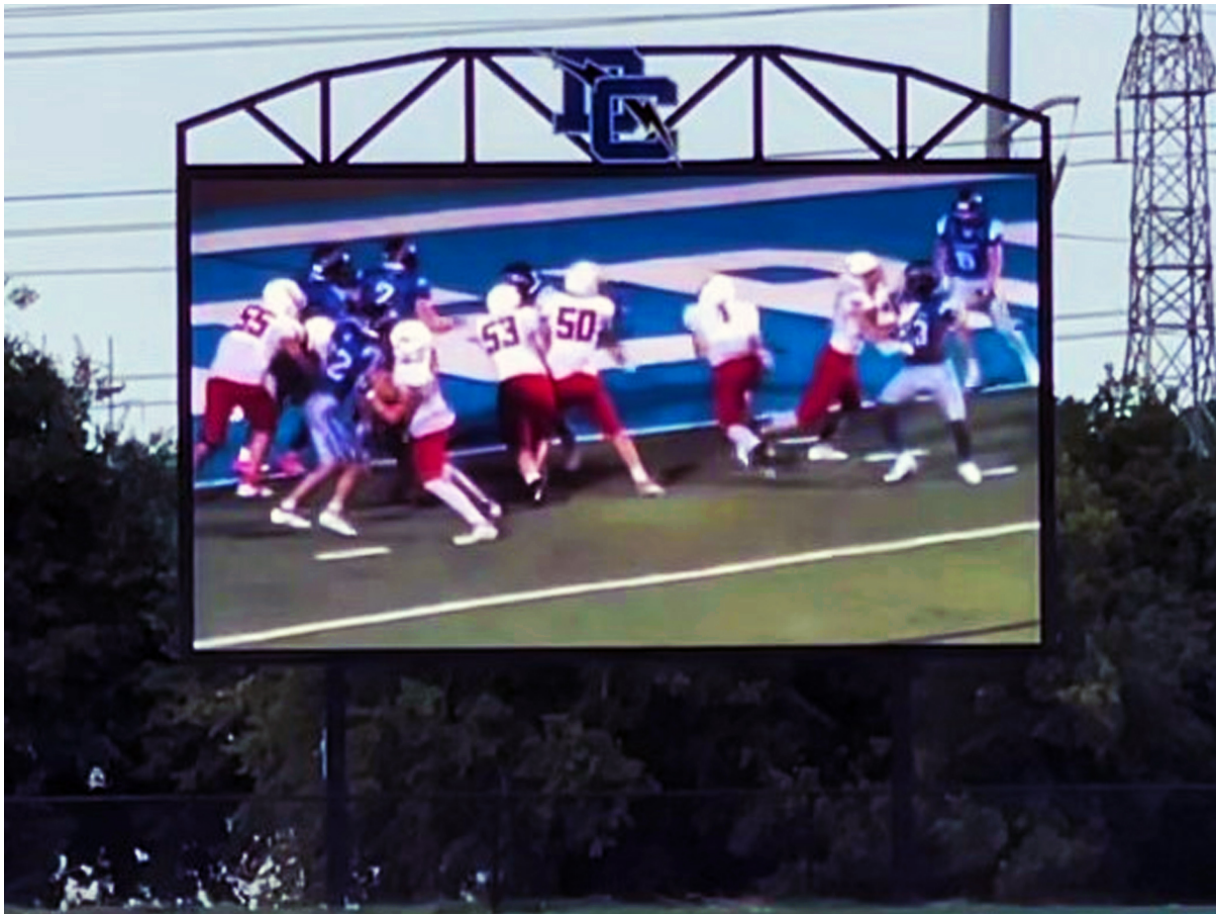
NAZARETH AREA HIGH SCHOOL

NAZARETH, PA • 16mm • 15'5" x 26'
FASTSIGNS OF EASTON, PA

> **Students and fans love the Watchfire virtual scoreboard.** Our athletes feel it creates a professional atmosphere, and the sound and graphics generate a lot of excitement during games.

ROB ZEMANICK | Director of Facilities and Operations

watchfire



Dallas Christian School | Mesquite , TX | S16mm | 15' x 29'

Dallas Christian School | Mesquite , TX | 5.9mm | 10' x 17'

watchfire

Legacy Christian Academy | Frisco, TX | 16mm | 13' x 25'

Green Bay Rockers | Green Bay, WI | 16mm | 22' x 80' Videoboard

watchfire

McMurry University | Abilene, TX | 3.9mm | 11' x 20'

Legends Event Center | Bryan, TX | Multiple Interior & Exterior Displays

watchfire

Dallas StarCenter | Farmers Branch, TX | S16mm | 22' x 40'

Houston Astros | Houston, TX | 2.4mm | 5' x 72'

watchfire

St Paul's Preparatory Academy | Arlington, TX | 8' x 20'

Santa Maria ISD | Santa Maria, TX | 10' x 24'

watchfire

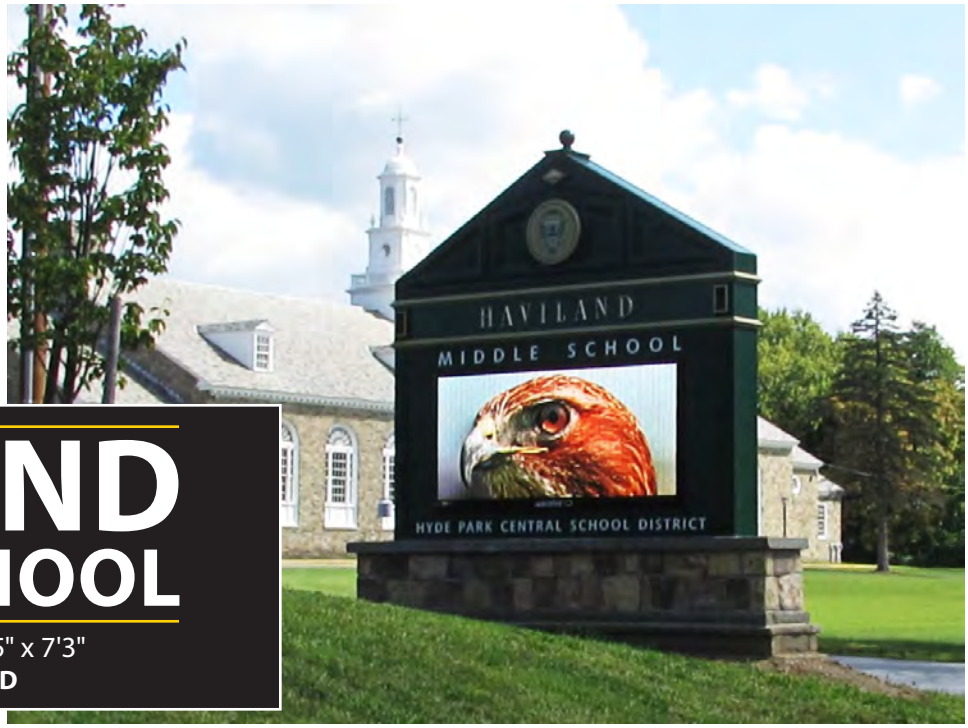
BLUE MOUNTAIN HIGH SCHOOL

SCHUYLKILL HAVEN, PA • 16mm • 4'5" x 9'3"
BARTUSH SIGNS, INC.

"This project would not have been possible without the support of 16 local businesses, Bartush Signs and Watchfire Signs, who helped bring this symbolic entry way to fruition through their sponsorship and expertise. **We now have a product that everyone can be proud of for many years to come.** As a result of this vision and support, the first impression of our high school will be changed forever."

KEVIN W. BERGER | Principal

watchfire



HAVILAND MIDDLE SCHOOL

HYDE PARK, NY • 12mm • 3'5" x 7'3"

GLOEDE NEON SIGNS LTD

Both my IT technicians and Digital Media Coordinators love using these signs. Originally we chose the LED signs for the versatility and creative options they provide. We use them extensively for making general announcements and promoting upcoming school events. The displays are so clear we can even feature photos of our students and staff. Overall we are highly satisfied and have already recommended these LED signs to some of our neighboring districts.

ELLIOT GARCIA | Director of Facilities and Operations for Hyde Park School District

watchfire

ELKIN CITY SCHOOLS

ELKIN, NC • 16mm • 4'5" x 8'3"
BURTON SIGNWORKS

Elkin City Schools could not be happier with the digital sign purchased from Burton Signworks. Not only has it served as a much-needed space for communicating our school system events, it has also transformed the corner on which it now stands in the middle of our small town.

We have received many compliments from members of the community and know that it is a great marketing tool for visitors. Burton Signworks and Watchfire Signs worked with us to ensure we got exactly what we wanted. The end result is that **they helped us better tell our story through the use of multimedia and the power of a digital sign.**

MYRA COX | Superintendent, Elkin City Schools

watchfire

CALIFORNIA STATE UNIVERSITY, FULLERTON

FULLERTON, CA • 16mm • 20' x 30'
ENCORE IMAGE, INC.

"The sign's graphic display is awesome and has significantly **improved CSUF's ability to advertise** campus events to thousands of people on a daily basis along the 57 Freeway and the campus's eastern edge."

JOHN SPENCER | Project Manager

watchfire

THE WATCHFIRE DIFFERENCE

MANUFACTURING

90 Years Strong

In 2023, Watchfire celebrates 91 years in business. We are a passionate team of people who relentlessly pursue quality in everything we do. We don't compromise our standards because we are determined to provide the finest products and services in the sports industry. We believe in a straightforward and respectful approach in business. As a manufacturer, all our designs start with a blank piece of paper.

Every component we select, and every manufacturing process we choose allows us to maintain the quality our customers expect. The ten-year warranty offered represents our commitment to quality and a long-standing partnership. We don't hide behind fine print. We stand behind our products and care about every customer we serve.

MANAGEMENT FOR LARGE AND UNIQUE PROJECTS

- 140,000 square feet of manufacturing space allows us to accommodate the largest LED video display projects seamlessly from design through production.
- A project management team coordinates all distinctive LED projects, from custom design to smooth installation.
- Trained technicians are available for every specialized display installation.

watchfire

ADVANCED TECHNOLOGY

PROPRIETARY COLOR CALIBRATION

A Watchfire display looks better over time because we've developed a color calibration process to maintain uniformity in LEDs as they age. Calibration adjusts each LED to optimize the visual performance and better match the thousands of other LEDs module by module. Skipping this important step causes fading, tiling, and harsh colors, which all detract from clean images on the display.

Our proprietary process and hardware for measuring and calibrating color variances allows us to make adjustments in the field for exterior displays and to guarantee color uniformity for 10 years.

REFRESH RATE

Watchfire sports displays have faster refresh rate, and a more uniform LED appearance at the module level. Progressive scan video speed at thirty frames per second (fps) displays more realistic, smooth moving images and crisp animations. Fans who marvel at the display and content will be able to take and share crisp photographs, allowing for an experience that easily extends to social media.

BEST-LOOKING, MOST RELIABLE VIDEO BOARDS

- **Every sign is engineered** to pass a battery of stringent tests for structural stability, heat management, corrosion resistance and water resistance.
- **High efficiency components** reduce operating costs and increase energy efficiency.
- **Effective cooling design** extends the life of electronic components.
- **Cabinets of all-aluminum construction,** precision-mitered corners, solid welds and a heavy-walled, extruded aluminum frame.
- **Energy efficient designs** that use an average of 33% of their maximum amperage. UL Energy Efficiency Certified.
- **FCC verified** to comply with US laws regarding emissions interference.

watchfire

ENGINEERING

RELIABLE INNOVATION

Vertical Integration

Manufacturing at Watchfire emphasizes collaboration between design, research and development, and service. These departments all reside in our Danville, Illinois facility, where our products are engineered to meet the needs of every project, whether it's on Main Street USA or the world's largest video screen. This integration drives innovation, so we can continue to build you the industry's best displays.

Designed to Deliver Unmatched Uptime

Our designs maximize mean time between failures (MTBF), an industry concept for operational longevity. MTBF standards state that every connection in an electronic device is a potential point of failure. Watchfire's engineers look to reduce connection points, which in turn increases reliability. With far fewer connections than our competitors, our displays operate reliably on day one and for years to come.

Built to Withstand Extreme Conditions

Our outdoor modules are engineered to withstand temperature cycles from -40 °F to +185 °F (-40 °C to +85 °C.) Our LEDs endure a severe humidity test of 2000 hours at 85 °C and 85% relative humidity. Our indoor displays are engineered to withstand temperature cycles from 15 °F to +100 °F (-10 °C to +38 °C) and endure 90% relative humidity. Materials and components also pass the ASTM B117 salt fog test to measure corrosion resistance. We use Highly Accelerated Life Testing to apply controlled thermal and mechanical stress to simulate years of operation in the field.

Internal Reliability Testing

Watchfire's engineers test our products to guarantee consistent, high durability. Every outdoor display is engineered to pass a battery of stringent tests for structural stability, wind load, temperature management, corrosion resistance and water resistance. We test individual components and entire modules: baking them, zapping them with electrostatic charges, freezing them and spraying them with salt water.

watchfire®

PRODUCT FEATURES

CONFIDENCE IN QUALITY

PERFORMANCE

Watchfire understands that your reputation depends on the performance of the products you use. Details like full encapsulation, whole-sign color and brightness calibration, and streamlined connection points minimize the opportunity for failure and guarantee years of worry-free performance.

RELIABILITY

We build our manufacturing processes on high quality methods and world-class components, and we don't take shortcuts. From water resistance to strong, lightweight cabinets, our displays are tested to handle the elements of nature and are built for solid performance in the field.

WHOLE-DISPLAY COLOR AND BRIGHTNESS CALIBRATION

Watchfire's distinctive calibration process begins with a method of selecting half and quarter binned LEDs, which is up to four times more refined than our competitors. After calibration, a Watchfire display is 70% more uniform in color and 85% more uniform in brightness than displays that rely only on LED binning. Calibrated replacement modules blend perfectly with the rest of the videoboard.

MULTI-CHANNEL DATA

With Watchfire sports models, customers have peace of mind knowing that if an issue with a display occurs, it will be isolated, so messages are still readable. Without this patented feature, one connection error could take out all the modules in a row, leaving the message unreadable.

VIDEO CAPABILITY

For interactive content across multiple media platforms, full-motion video is the future of digital content. Watchfire sports boards offer full-motion video—up to 60 frames per second—for the most realistic images in the industry. High-bandwidth Digital Content Protection (HDCP) is available with all indoor displays and is optional with outdoor displays. This feature allows customers to display HD and 4K content while respecting digital copyright protections.

TRUE PIXEL IMAGE QUALITY

Watchfire's true pixel configuration offers superior brightness, longevity and color depth. Others use a low cost, virtual pixel to mask the use of inferior components, which can increase operating costs and cause uneven fading over time.

WARRANTY

Our five-year parts warranty covers all Watchfire displays against defects in material and workmanship. Watchfire digital displays and their electronic components are included, as well as Watchfire factory labor. Our products feature a 10-year parts availability guarantee and repair parts carry a 12-month warranty. Extended warranties are also available.

watchfire

INSTALLATION

DESIGNED TO SAVE TIME & MONEY

Slim Cabinets

Slim design cabinets present a sleek 5-inch profile for a clean, modern look, while still providing the superior quality and reliability you expect from Watchfire. The slimmer cabinet design makes it easier to match the LED component to the face of an displays. Slim cabinets feature our patented front-ventilation and are available on signs with heights up to four feet and any width.

Front Ventilation Cabinets

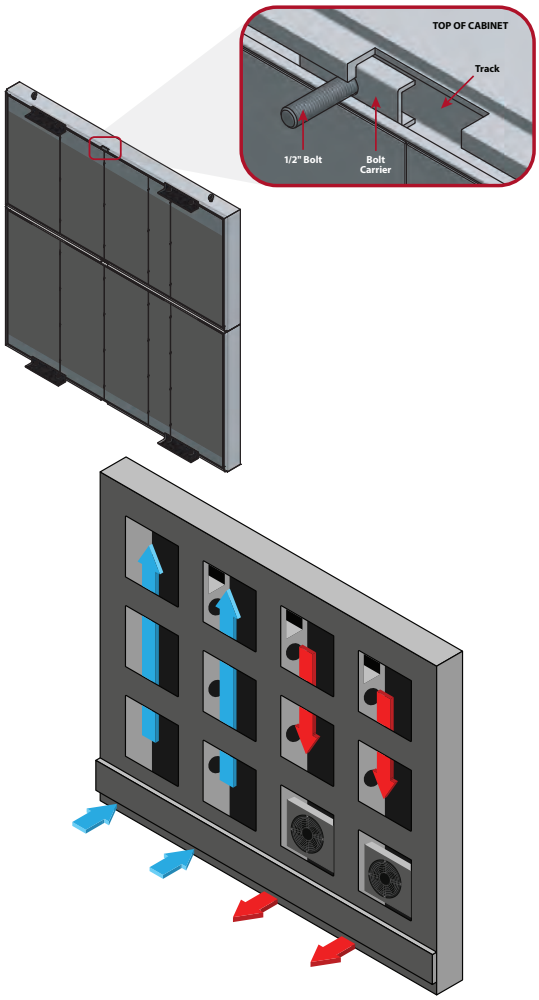
Watchfire offers a cabinet with full, front-ventilation unlike any other on the market today. Front ventilation is standard on all 5-inch cabinets, and 8-inch cabinets with viewing areas five to seven feet high. This innovation provides additional scoreboard design options for double-face or wall-mounted signs, or those in fully enclosed displays structures.

Mounting Track Channel

With adjustable attachment points for mounting Watchfire videoboard, our efficient track channel and clips give you flexibility during installation. This option is less expensive than methods using fixed bolts and saves time during installation. The mounting track channel makes it easier to adjust your stringer to fit the track and makes it possible to attach the videoboard to any structure.

Committed to Conservation

To reduce waste and increase sustainability, Watchfire only paints the back of cabinets on request. Eliminating a step that is often unnecessary for many installations reduces the impact to the environment without affecting the durability of our high-quality aluminum cabinets.



Our patented innovations simplify design and installation to save you time and money.

watchfire

EXPERIENCE

Watchfire History

Since building our first outdoor electronic sign controllers in 1932, we have always been a company focused on products that thrive in the outdoor elements. We've developed a solid reputation selling one display at a time on Main Street USA, to schools who expected their displays and signs to out hustle and outlast.

Our past is a foundation for who we are as a company, and our present and future rely on continuous improvement and an integrated approach to designing, manufacturing and supporting our own technology.

1930s
Watchfire opened its doors in 1932 and has been an industry leader ever since.

1950s
Watchfire revolutionized electronic information in 1951 when we pioneered the incandescent time and temperature displays that lit up main streets throughout the country.

1960s
Watchfire continued to lead the way in innovation and engineering as we built building electronic teletype-controlled message centers.

1990s
Watchfire made a splash in the market in 1998, when we began to engineer LED Electronic Message Centers (EMCs).

2000s
Watchfire built its first color video display in 2003. It displayed video at an astounding 30 frames per second and had a color palette of 281 trillion colors.

2010s
We added 110,000 square feet of manufacturing space in 2013, more than doubling the size of our facility. We manufacture our products under one roof.

In 2018, Watchfire launched Ignite Sports game day software, disrupting the industry's concept of scoring and event management software. We also acquired HD Sports Boards, a nationally recognized scoreboard integrator.

2023
Watchfire acquired Spectrum Scoreboards. Together, we are a single source of game time technology reducing integration, upgrade, and service problems.

Today, Watchfire has more than 500 employees and over 65,000 LED products in operation.

watchfire

Fremont Street Experience

Las Vegas, NV

23 MILLION
EXPOSURES PER YEAR

1500' x 97'

Fremont Street Experience in Las Vegas, Nev., attracts more than 20 million visitors annually. Watchfire Signs of Danville, Ill. was selected from among 15 digital screen manufacturers from around the world to imagine and manufacture a next-generation reboot of this iconic Las Vegas attraction.

Core to Watchfire's design for the canopy was a new product developed specifically for Fremont Street Experience. Watchfire's new module can be trimmed and resized into thousands of shape configurations without impacting the content displayed. The design allows airflow through the modules, critical for installations in high heat and in situations with restricted airflows. For Fremont Street, the innovative design allows light to reach the street level and for the canopy to shed rain.

The upgraded canopy—the first update since 2004—delivers a screen that is seven times brighter than the original. Contrast has been increased by four times compared to the previous screen, allowing content to be displayed on the canopy during daylight hours for the first time. The digital canopy is 1,500 feet long and is suspended 90 feet above a pedestrian mall. It contains 130,000 square feet, or roughly three acres of digital signage, and 49 million LEDs.

According to the Las Vegas Convention and Visitors Authority board an estimated 53 percent of Southern Nevada's 43 million visitors visited downtown Las Vegas and 59 percent specifically went to see the giant LED canopy.

"It's difficult to adequately express how excited we were to unveil our new canopy on New Year's Eve. This $32 million renovation has been a massive undertaking, and we're confident visitors will be stunned by the new resolution and vibrancy of Viva Vision, the largest single digital display in the world," said Patrick Hughes, president and CEO of Fremont Street Experience.

"Being chosen as the digital technology partner for the Fremont Street Experience upgrade has been exciting for all of our employees," said Steve Harriott, president and CEO of Watchfire Signs. "We are delighted that Fremont Street Experience has shown confidence in Watchfire's capabilities. Our track record of exceptional service and support after the sale was a key factor in the selection process."

The canopy was upgraded in eight sequenced phases, during which 1/8th of the canopy length was replaced at a time. Installation began in early 2019 and was completed in October 2019, on budget and on schedule.

"Watchfire has been an invaluable partner and I have no doubt that our guests will be blown away by what we've accomplished together."

PATRICK HUGHES | PRESIDENT AND CEO
FREMONT STREET EXPERIENCE

SUPPORT

Training
Watchfire provides free webinar-style training for Ignite Sports and Ignite OPx. Invite as many people as you like and repeat it as often as you wish.

Classroom Resources
We offer a library of classroom resources for high schools desiring to integrate video scoreboard experiences into the curriculum.

Service Community
Our 24/7 online service KnowledgeBase gives you troubleshooting tips and includes software training modules for Ignite Sports game time software.

Technical Support
The Help Desk at our facility handles everything from basic questions to advanced troubleshooting. Live chat is available weekdays from 7:30 a.m. to 5:30 p.m. CT and the Help Desk is available by phone or email on weekdays from 7 a.m. to 6 p.m. CT, and Saturdays from 7 a.m. to 4 p.m. CT.

Parts Availability and Dispatch
Watchfire supports replacement parts for 10 years after each display ships. We cover rapid outbound shipment and ground return for all warranty parts. Priority parts ship the same day when requested by 3 p.m. CT.

QUICK REFERENCE

EMAIL
Service: **service@watchfiresigns.com**
Sales: **sales@watchfiresigns.com**

ONLINE TOOLS
Service Articles: **watchfiresigns.com/kb**
Service Live Chat: **watchfiresigns.com/chat**

PHONE
Service: 866-637-2645
Sales: 800-637-2645

watchfire

MANUFACTURER WARRANTY

Watchfire warrants its manufactured displays against defects in material and workmanship for 5 years from the date of shipment when installed according to published guidelines and operated in typical environmental conditions. During the warranty period, Watchfire will repair or replace those parts of the display system which prove to be defective. Repaired or replaced parts provided under warranty will be covered for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement for 1 year from date of shipment.*

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*Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are covered only by their original manufacturer's warranty. Watchfire is not responsible for availability of telecommunications or Internet or for limitations caused by environmental conditions or incompatibilities with other systems.

WATCHFIRE SIGNS, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change. All transactions for al l products sold by Watchfire are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements.

Quotations. Quotations shall be valid for no more than ninety (90) days from their date, unless otherwise state in the quotation. All quotations are subject to change by Watchfire at any time upon notice to Buyer . It is Buyer's obligation to review the quotation carefully and to immediately advise Watchfire of any discrepancies Buyer has so any necessary changes may be made. Changes to the System after acceptance of the quote are valid only when accepted in writing and signed by both Watchfire and the Buyer.

Terms of Payment. Upon Buyer's acceptance of a System quote, the Buyer shall make a non-refundable minimum deposit of one-half of the System Price. When applicable, taxes, crating, transportation, delivery charges, and any other related expenses shall be included in the System quote. The remaining balance must be paid by the Buyer three (3) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System and is solely the responsibility of the Buyer. Systems delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer prior to shipment. Buyer's failure to comply with all Terms of Payment may result in suspension of system access, which may not be restored until Terms of Payment are fulfilled.

Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than sixty (60) days from the date of completion. Title and risk of loss of the system shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than sixty (60) days and a storage fee of $500 per month thereafter will be assessed to the Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System, or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. If these delays are a direct result of issues with preparedness of the installation team and/or jobsite readiness, these fees will be invoiced to the Buyer in a timely manner and will not exceed $75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, embargos, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc. In the event of such any such delay, the date of delivery shall be extended for a period of time reasonably necessary to over the effect of such delay.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, Watchfire warrants its manufactured goods, and the System against material defects in material and workmanship for five (5) years from the date of shipment from Watchfire's dock. Watchfire warrants the Price Watcher product series against material defects in workmanship for three (3) years from the date of shipment from Watchfire's docks. During the warranty period, Watchfire's only obligation and liability is to repair or replace (at its option) those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Part(s) replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are

covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of this Agreement as to any term hereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. IN **NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THIS TRANSACTION IN EXCESS OF THE SYSTEM PRICE.** The Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement. Significant surge protection is included in the signs. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.**

Intellectual Property. As to the equipment proposed and furnished by Watchfire, Watchfire shall defend any suit or proceeding brought against Buyer so far as it is based on a claim that such equipment constitutes an infringement of any copyright, trademark or patent of the United States. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer. Watchfire agrees that such use shall not imply any endorsement of Watchfire by Buyer.

License for Software Use and Warranty. "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. This license covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. Excluding Third Party software, Watchfire warrants that: (1) the media (if any) on which Software is provided shall be free from material defects for sixty (60) days after shipment by Watchfire; and (2) Software substantially conforms to the documentation that accompanies it. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software. This license terminates upon violation of any provision of this License, and Watchfire reserves the right to electronically disable the Software upon such violation. The software is copyrighted by Watchfire Signs, LLC and buyer shall not permit the software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software is completely error-free, will operate without interruption or is compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs. Service charges for troubleshooting and returning to operation will apply.

BUYER AND ORIGINAL END USER HOLD WATCHFIRE HARMLESS AND INDEMNIFIED FOR ANY CLAIMS BY THIRD PARTIES. INCLUDING WATCHFIRE'S ATTORNEY'S FEES. THAT THE USE OF THE SOFTWARE OR SYSTEM INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM BY THE BUYER.

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the same sixty (60) day warranty. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the License, including System Price. Buyer shall contact the Watchfire HELP desk for warranty service. Items determined defective by Watchfire will be replaced at its option with new or like-new part(s). No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired/replaced for its manufactured goods. Buyers must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired/replaced item and updates to the software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall pay for all maintenance services.

WATCHFIRE SIGNS, LLC - TERMS OF SALE

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: 1.) this device may not cause harmful interference, and 2.) this device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to this device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference as the result of the operation of this device, Watchfire guarantees to provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to the buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the warranty period, then multiplying the result by the months remaining in the warranty period. Partial months are rounded to the nearest whole month.

Exclusions. The above warranties do not apply if the System or Software are damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement and this Schedule. Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, other than the limited warranty and remedies statements included therein, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the sale of System or the license of the Software. If any sample or model was shown to the Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and not to represent that the System and Software would necessarily conform to the sample or model.

WATCHFIRE'S LIABILITY TO BUYER UNDER THESE WARRANTIES FOR THE SYSTEM AND SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. BUYER MAY NOT BRING ANY ACTION UNDER THESE WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Miscellaneous. Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.

Privacy Policy. See http://www.watchfiresigns.com/privacy-policy for details.

RESOLUTION

Granting the Superintendent Hiring Authority for the 2025–2026 School Year

WHEREAS, the employment of contractual and noncontractual employees of the San Benito CISD is governed by DC (Legal) and DC (Local) policies;

WHEREAS, the employment of contractual personnel, denoted in DC (Local), currently delegates the authority to the Superintendent of Schools to employ teachers;

WHEREAS, the Board of Trustees of San Benito CISD recognizes the importance of timely hiring decisions to secure high-quality candidates for leadership and specialized positions; and

WHEREAS, the recruitment and selection of principals, assistant principals, deans, and athletic trainers are critical to the successful operation of the district and the achievement of its educational mission; and

WHEREAS, providing the Superintendent with the authority to hire for these positions will expedite the process, ensure the district remains competitive in attracting top talent, and support the effective and efficient operation of the district;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of San Benito CISD in accordance with Board Policy DC (Local), Texas Education Code 21.002, Texas Education Code 11.1513, Texas Education Code 11.051 Texas Education Code 11.151, and applicable laws, hereby authorizes the Superintendent to hire principals, assistant principals, deans, and athletic trainers for the 2025–2026 school year without requiring prior Board approval for each appointment and/or employment of said personnel subject to satisfactory credentialing and background checks for said individuals in accordance with District policy.

BE IT FURTHER RESOLVED that the Superintendent shall report all such hires to the Board of Trustees at the next regularly scheduled board meeting following the employment of said staff.

Adopted this ___ day of _____, 2025, by the Board of Trustees of San Benito CISD.

_____
Dr. Ariel Cruz - Vela
Board President

_____
Israel Villarreal III
Board Secretary