



Conroe Independent School District Board of Trustees
Official Notice and Agenda
Regular Meeting
6:00 PM Tuesday, February 21, 2023

A Regular Meeting of the Board of Trustees of the Conroe Independent School District will be held on Tuesday, February 21, 2023, beginning at 6:00 PM in the CISD Administration Building, 3205 W. Davis, Conroe, TX 77304. The meeting may be accessed virtually at <http://tiny.conroeisd.net/R78KV> *

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

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*** Virtual Link**

Any meeting not livestreamed will be made available via recording in accordance with Tex. Gov't Code Section 551.128(b-2), (b-4)

**** Executive Session Authorization during Meeting**

The Board of Trustees may conduct a closed or executive meeting or session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. The Board of Trustees may convene in closed or executive session or meeting as authorized by the Texas Open Meetings Act, under the following Texas Government Code Sections:

§551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law including board governance; to discuss *Andrew Geiser v. Conroe ISD Self-Funded Medical Plan and United Healthcare Services Inc.*; Cause No. 22-02-02120; In the 457th District Court, Montgomery County, Texas; *Randall Peery vs. Conroe ISD Self-Funded Medical Plan; United Healthcare Services, Inc.*; Cause No. 21-12-16461; In the District Court of Montgomery County, Texas 284th Judicial District; *Jose Soto vs. Conroe ISD Self-Funded Medical Plan and United Healthcare Services, Inc.*; Case No. 2021-47285; In the 11th District Court of Harris County, Texas.

§551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property;

§551.073 – For the purpose of considering a negotiate contract for a prospective gifts or donations;

§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;

§551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices;

§551.082 – For the purpose of considering discipline of a public school child or children or to hear a complaint for an employee against another employee;

§551.0821 – For a matter regarding a public school student if personally identifiable information about the student will be revealed by the deliberation;

§551.084 – For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness

§551.089 – Deliberation regarding security devices or security audits

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

a) the open meeting covered by this notice upon the reconvening of the public meeting; or

b) at a subsequent public meeting of the Board upon notice thereof as the Board shall determine.

Posted in compliance with the Texas Open Meetings Act on _____ at _____.

Dr. Curtis Null, Superintendent of Schools, for the Board of Trustees

Special Board Recognition

2023 Texas Music Educators Association All-State

Recommendation:

That the Conroe Independent School District Board of Trustees give special recognition to the 38 students named 2023 Texas Music Educators Association (TMEA) All-State musicians as submitted by Sarah Blakelock, Director of Communications, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The TMEA Texas All-State competition is a competitive process that begins throughout the state in auditions hosted by 33 TMEA Regions. Individual musicians perform selected music for a panel of judges who rank each instrument or voice part. From this ranking, a select group of musicians advances from their Region to compete against musicians from other areas in eight TMEA Area competitions. The highest-ranking musicians judged at the TMEA Area competitions qualify to perform in a TMEA All-State music group. This year, they have experienced the joy of growth and accomplishment that this rigorous process affords. These All-State students participated in three days of rehearsals directed by nationally recognized conductors during the TMEA Clinic/Convention. Their performances for thousands of attendees brought this extraordinary event to a close.

Over 1,800 students are selected through a process that begins with over 70,000 students from around the state vying for this honor to perform in one of 16 ensembles (bands, orchestras, and choirs). Less than 2.6 % of musicians who initially audition become All-State musicians, and 38 of these students are from Conroe ISD.

Conroe ISD All-State Musicians are:

Brook Abraham, Daniel Alvarez, Santiago Amieva Sanchez, Emma Barnard, Logan Bass, Liam Bustos, Jaxon Clough, Drew Cole, Alice Di Mauro, Maren Eaton, Lindsay Glaccum, Arturo Gonzalez, Cristian Gonzalez, Santino Hallare, Tyler Hedgepeth, Georgia Sophia Hickman-Chow, Rhett Hollier, Justin Huang, Rachel Jimenez, Charlotte Juneau, Rusetsa Karamagi, Mack Khambatta, Nathan Khambatta, Sarah Kozlowsky, Lindsay LaFollette, Greta Lamb, Kayla Lewis, Kaitlyn Maresca, Lyle Moore, Claire Persyn, Caitlyn Pratt, Alex Ross, Wiley Sadlier, Skyler Schenck, Daniel Vasquez, Aldo Villanueva, McLain Weaver, and Zoe Winn.

Dr. Robert Horton, Coordinator of Fine Arts, will introduce these outstanding musicians and their instructors.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Citizen Participation

Recommendation:

That the Conroe Independent School District Board of Trustees accept as information the presentations made by citizens, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Citizens will have the opportunity to address the Board in accordance with Board Policy BED.

Board Policy: BED

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

Consider Approval of Minutes

Recommendation:

That the Conroe Independent School District Board of Trustees approve the minutes of recent board meetings listed below, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Attached are the minutes from the January 17, 2023 Regular Board Meeting and the February 7, 2023 Board Workshop. These minutes will become official upon your approval.

Policy Reference: Legal and Local Board Policy BE

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

**Conroe Independent School District
Board of Trustees Regular Board Meeting
January 17, 2023**

OPENING

A regular meeting of the Conroe Independent School District Board of Trustees was held Tuesday, January 17, 2023, in the Board Room of Deane L. Sadler Administration Building located at 3205 W. Davis, Conroe, TX 77304. Superintendent Dr. Curtis Null and a quorum of the Board of Trustees were in attendance: Skeeter Hubert, Theresa Wagaman, Datren Williams, Stacey Chase, Tiffany Nelson, Melissa Dungan, and Misty Odenweller. Board President Skeeter Hubert called the meeting to order at 6:00 p.m. Mrs. Odenweller led the invocation and Mrs. Chase led the pledges.

AWARDS AND RECOGNITIONS

Special District Recognition: School Board Recognition Month Conroe ISD Board of Trustees: Dr. Mark Murrell, Principal of The Woodlands College Park High School, addressed the members of the Conroe ISD Board of Trustees on behalf of all CISD administrators, educators, staff members and students. He expressed appreciation to the Board for voluntarily governing our District and collaborating with parents, educators, governmental officials, and other members of the community.

CITIZEN PARTICIPATION

The following citizen(s) addressed the Board:

- | | |
|--------------------|----------------------|
| • Felicia Lichte | • Deborah Leiber |
| • Kristin Guarisco | • Paul Laskoski |
| • Susan Moore | • Elizabeth Morrison |
| • Terri Bonin | • Gabrielle Clark |
| • Nicole May | • Steve Foley |
| • Holly Moore | • Jordin Lawrence |
| • Missy Herndon | • Teresa Kenney |
| • Hailey King | • Susan Scruggs |
| • Rachel Walker | • Becky Steffen |
| • Theresa Neman | • Amber Fusca |
| • Alexander Harris | • Mark Fusca |
| • Tricia Matthews | • Deborah Farris |
| • Tima Orebaugh | • Carolyn Nini |
| • Behrang Fahimi | • Celina Bautovich |
| • April Kerze | • Erin Bingham |
| • Sierra Gordon | • Audrey Warner |
| • Tina Araujo | • Jim McCann |
| • Bonnie Bogert | • Linda Long |
| • Emily Hoppel | • Lyle Robertson |
| • Amy Butler | • Erica Lawrence |
| • Preston Sikes | |

CONSENT AGENDA

Trustee Stacey Chase briefly left the meeting and did not vote on this item.

Motion #7215

Theresa Wagaman, seconded by Datren Williams, moved: That the Board of Trustees approve the following items on the consent agenda:

- Consider Approval of Minutes
- Consider Amendment to the 2022-2023 Budget
- Receive Human Resources Report and Consider Employment of Professional Personnel
- Consider Approval of Report on Cooperative Fees Paid by Conroe ISD for Fiscal Year 2021-2022
- Consider Approval of Submission of a Class Size Waiver Application to the Texas Education Agency

Carried unanimously by a vote of 6-0.

Trustee Stacey Chase returned to the meeting.

ADMINISTRATION

Consider Approval of Attendance Zones for Elementary and Intermediate Schools within the Grand Oaks Feeder Zone:

Motion #7216

Stacey Chase, seconded by Datren Williams, moved: That the Board of Trustees approve Scenario 7.0 for the Grand Oaks feeder elementary school attendance zones and Scenario 1 for the Grand Oaks feeder intermediate school attendance zones.

Carried unanimously by a vote of 7-0.

Consider Adoption of 2023-2024 School Calendar:

Motion #7217

Datren Williams, seconded by Stacey Chase, moved: That the Board of Trustees adopt the 2023-2024 school calendar. The District Level Planning and Decision-Making Committee's recommendation of Calendar Draft B.2 was the approved calendar.

Carried unanimously by a vote of 7-0.

Consider Approval of 2023 Bond Planning Committee:

Motion #7218

Datren Williams, seconded by Theresa Wagaman, moved: That the Board of Trustees approve the selection of the 2023 Bond Planning Committee. The 2023 Bond Planning Committee will work with District personnel and various consultants in reviewing the current and future needs of the District. The Committee is composed of representatives from all geographic areas of CISD and Board Member appointees. The Committee will meet on a regular basis throughout the Spring semester and develop a recommendation to present to the Board of Trustees later this year.

Carried unanimously by a vote of 7-0.

Receive Information Regarding Districtwide Intruder Detection Audit Report Findings:

Assistant Superintendent for Operations Mr. Chris McCord reported one finding regarding the status of the Districtwide Intruder Detection Audits conducted by the Texas School Safety Center and that required training has been scheduled in accordance with that finding.

PLANNING AND CONSTRUCTION

Consider Adoption of Educational Specifications as Required by Texas Education Code §7.061 and §46.008:

Motion #7219

Datren Williams, seconded by Melissa Dungan, moved: That the Board of Trustees approve to adopt educational specifications for District educational facilities as required by state law.

At the Board's workshops in December and January, the District reviewed the proposed educational specifications in detail. The specifications meet the requirements of 19 TAC 61.1040(d) and are based on the quantitative method and L2 flexibility. Accordingly, the District recommends the Board approve the "Quantitative" method of compliance and the L2 level of flexibility as these options constitute the best option for balancing and furthering the District's instructional and budgetary goals. (19 TAC 61.1040(h)(1); 19 TAC 61.1040(h)(2)).

Carried unanimously by a vote of 7-0.

Consider Assignments of Architects for Pre-Construction and Design Services for Multiple Projects and Delegate Authority to the Superintendent to Negotiate and Execute Owner-Architect Agreements

Motion #7220

Datren Williams, seconded by Melissa Dungan, moved: That the Board of Trustees approve to assign architects that were previously selected utilizing the request for qualifications process set out in Texas Government Code Chapter 2254 to perform pre-construction and design services for the following projects:

New High School – PBK Architects, Inc.

New Elementary School(s) – IBI Group

New 7th, 8th, & 9th Grade Campus – DLR Group

Carried unanimously by a vote of 7-0.

Receive Capital Improvements Update:

The Board of Trustees received information regarding the progress and status of current capital improvement projects by Easy Foster, Director of Planning and Construction.

BUSINESS / PURCHASING

Consider Award of CSP# 22-11-06 Internal Connections - Campus Refresh - E-Rate:

Motion #7221

Datren Williams, seconded by Theresa Wagaman, moved: That the Board of Trustees award CSP #22-11-06 Internal Connections – Campus Refresh – E-Rate to Data Vox, Inc., for an estimated expenditure of \$5,100,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase. Under this CSP, Internal Connections for the campus will consist of any combination of the following items: wireless access points, routers, switches, racks for routers and switches, phones, uninterrupted power supply, and any cabling and cabling components related to the installation and operation of these devices.

Carried by a vote of 6-1.

Yay: Stacey Chase, Theresa Wagaman, Datren Williams

Misty Odenweller, Skeeter Hubert, Tiffany Nelson

Nay: Melissa Dungan

BUSINESS / FINANCE

Consider Approval of the 2021-2022 Annual Comprehensive Financial Report:

Motion #7222

Stacey Chase, seconded by Datren Williams, moved: That the Board of Trustees approve the 2021-2022 Annual Comprehensive Financial Report (ACFR). Sarah Roberts, with Weaver LLP, Independent Auditors for the District was available for questions regarding the audit of the financial statements.

Carried unanimously by a vote of 7-0.

Consider Approval of Resolution Declaring Intention to Reimburse Project Expenditures:

Motion #7223

Theresa Wagaman, seconded by Stacey Chase, moved: That the Board of Trustees approve a resolution authorizing the District to reimburse itself for costs associated with the construction, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District; to purchase necessary sites for school buildings in the District; and to purchase new school buses. Should a bond pass in the future, this resolution will allow the District to repay the general fund for these purchases from bond proceeds.

Section 103 of the Internal Revenue Code allows school districts to reimburse the general fund, from future bond referendum proceeds for costs associated with the construction, rehabilitation, renovation, expansion, improvement and equipment of school buildings, the purchase of necessary sites for school buildings, and purchases of new school buses. To make such a reimbursement, districts must declare their intention to make such reimbursements prior to calling a bond election.

To prepare for the District's rapid anticipated student growth, the District has been acquiring school sites for new school buildings and has begun the design phase for several new schools, as

the process to build a new school is a multi-year process. A future bond referendum would include such items. However, due to the difficulty in locating appropriate school sites, and the time it takes to design and build a school, the District cannot wait to make such purchases with funds that may come from a bond referendum.

The District will not spend more than \$30,000,000 of the general revenue fund for these purchases. Should a bond pass in the future, this resolution will allow the District to repay the general fund for these purchases from bond proceeds.

Carried unanimously by a vote of 7-0.

LEGAL

Consider Trustee's Request to be a Standing Member on all Book Reconsideration

Committees:

Motion #7224

Datren Williams, seconded by Melissa Dungan, moved: That board members not serve on library book reconsideration committees until the Board could more closely review its policy at a future board meeting to determine if the policy, as currently written, allows such participation by Trustees.

Carried unanimously by a vote of 7-0.

Conduct a Hearing and Consider the Level 3 Appeal of the Reconsideration Committee's Decision related to The Perks of Being a Wallflower by Stephen Chbosky:

Motion #7225

Stacey Chase, seconded by Datren Williams moved: That the Board of Trustees uphold the decision of the Book Reconsideration Committee to remove The Perks of Being a Wallflower by Stephen Chbosky as instructional material; to not force Mrs. O's son to read the book; allow the book to remain only in high school libraries with parents having the option to complete a form opting their child out of access to the book, and amended the Committee's decision to include removing the book from classroom libraries.

Motion failed by a vote of 3-4.

Yay: Stacey Chase, Theresa Wagaman, Datren Williams

Nay: Misty Odenweller, Skeeter Hubert, Tiffany Nelson, Melissa Dungan

Motion #7226

Datren Williams moved: That the Board of Trustees uphold the decision of the Book Reconsideration Committee.

No members seconded the motion. The motion failed.

Motion #7227

Misty Odenweller, seconded by Skeeter Hubert moved: That the Board of Trustees uphold the decision of the Book Reconsideration Committee; amend the Committee's decision to remove the book from classroom libraries; and, require that parents who want to give their child access to the book in the library to complete an opt-in form.

Motion failed by a vote of 3-4.

Yay: Misty Odenweller, Skeeter Hubert, Tiffany Nelson

Nay: Stacey Chase, Theresa Wagaman, Datren Williams, Melissa Dungan

Motion #7228

Theresa Wagaman, seconded by Datren Williams moved: That the Board of Trustees uphold the decision of the Book Reconsideration Committee to keep The Perks of Being a Wallflower in high school libraries; amend the Committee's decision by removing the book from classroom libraries; consider at a future Board meeting whether parents must opt-in or opt-out of their child's access

to the book in the library; and, until that decision is made, parents can complete the District's opt-out form to keep their child from having access to the book.

Motion passed by a vote of 4-3.

Yay: Stacey Chase, Theresa Wagaman, Datren Williams, Melissa Dungan

Nay: Misty Odenweller, Skeeter Hubert, Tiffany Nelson

Conduct a Hearing and Consider the Expulsion Appeal of Student E.H.

The Open Session recessed at 1:02 a.m. The Board Of Trustees Conducted A Closed or Executive Meeting or Session in Accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. The Open Session reconvened at 1:32 a.m.

Motion #7229

Stacey Chase, seconded by Misty Odenweller, moved: That the Board of Trustees deny the expulsion appeal of student E.H. and uphold the expulsion by the District.

Carried unanimously by a vote of 7-0.

EXECUTIVE SESSION

The Open Session recessed at 1:35 a.m.

The Board Of Trustees Conducted A Closed or Executive Meeting or Session in Accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before the Closed Meeting Convened, the Presiding Officer Publicly Identified the Following Sections of the Act Authorizing the Closed Meeting: Tex Govt Code Sections 551.071, 551.074, 551.076, and 551.089

The Open Session reconvened at 1:45 a.m.

TAKE REQUESTS FROM TRUSTEES REGARDING FUTURE BOARD AGENDA ITEMS

Conroe ISD Board President received the following requests regarding future board meeting agenda item topics:

CISD Library Book Policy – Misty Odenweller

RFID Smart Tag Contract – Tiffany Nelson

ADJOURNMENT

Motion #7230

Datren Williams, seconded by Stacey Chase moved: That the meeting be adjourned. President Hubert adjourned the meeting at 1:47 a.m.

Approved: February 21, 2023 by:

President, Board of Trustees

Secretary, Board of Trustees

**CONROE INDEPENDENT SCHOOL DISTRICT
BOARD WORKSHOP
FEBRAURY 7, 2023 – 6:00 P.M.**

Opening

A workshop for the Conroe Independent School District Board of Trustees took place Tuesday, February 7, 2023 in the Deane L. Sadler Administration Building located at 3205 W. Davis Street, Conroe, Texas 77304.

All members of the Board of Trustees were present: Skeeter Hubert, Theresa Wagaman, Datren Williams, Stacey Chase, Melissa Dungan, Misty Odenweller, and Tiffany Nelson. Superintendent of Schools Dr. Curtis Null began the Workshop at 6:00 p.m.

Citizen Participation

The following citizens addressed the Board of Trustees regarding items posted on the workshop agenda:

- Serafin Ferias
- Amanda Sheppard

The following group addressed the Board regarding current trends in literacy instruction including *The Science of Reading* and dyslexia.

- Nicole May: Founder of Conroe ISD Parent Dyslexia Group
- Dr. Allison Peck: Chief Academic Officer for Neuhaus Education Center
- Kristin Guarisco: Admin of Conroe ISD Parent Dyslexia Facebook Group
- Stacey Evans: Founder and Director of A Brighter Education for Dyslexia (BED), a local non-profit organization

The Board of Trustees received detailed information from the following Conroe ISD leadership team regarding reading in Conroe ISD, the Conroe ISD Reads curriculum, testing and identification of struggling readers, and dyslexia intervention.

- Dr. Hedith Upshaw, Assistant Superintendent for Teaching and Learning
- Mark Smith, Coordinator for Language Arts Prekindergarten – 6th Grade
- Dayren Carlisle, Director of Curriculum, Instruction, and Professional Learning
- Dr. Sharon Henry, Coordinator of Dyslexia
- Dr. Kendra Wiggins, Director of Special Education and 504
- Dr. Tamika Taylor, Assistant Superintendent for Student Support Services

Superintendent Dr. Curtis Null began the discussion and requested input from the Board of Trustees regarding possible recruitment and retention strategies for hard to fill positions in Conroe ISD.

Adjournment

Dr. Null adjourned the Board Workshop at 10:47 p.m.

President, Board of Trustees

Secretary, Board of Trustees

Consider Amendment to the 2022-2023 Budget

Recommendation:

That the Conroe Independent School District Board of Trustees approve an amendment to the 2022-2023 Official Budget, as reflected in the summary below and detailed in the following pages, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Revenues:

	<i>Current Budget</i>	<i>Amendment</i>	<i>Amended Budget</i>
<u>General Fund</u>	\$ 627,567,993.30	\$ -	\$ 627,567,993.30
Campus Donations	81,370.00	5,805.50	87,175.50
Total Revenue Increase, General Funds	627,649,363.30	5,805.50	627,655,168.80
<u>All Other Funds</u>			
Child Nutrition Fund	24,000,000.00	7,000,000.00	31,000,000.00
Silent Panic Alert Technology (SPAT) Grant	-	116,184.00	116,184.00
Teacher Training Reimbursement	-	12,674.00	12,674.00
Total Revenue Increase, All Funds	\$ 651,649,363.30	\$ 7,134,663.50	\$ 658,784,026.80

Appropriations:

<u>General Fund</u>	\$ 635,617,754.29	\$ -	\$ 635,617,754.29
Campus Donations	81,370.00	5,805.50	87,175.50
Total Appropriation Increase, General Funds	635,699,124.29	5,805.50	635,704,929.79
<u>All Other Funds</u>			
Child Nutrition Fund	24,000,000.00	7,000,000.00	31,000,000.00
Silent Panic Alert Technology (SPAT) Grant	-	116,184.00	116,184.00
Teacher Training Reimbursement	181,788.12	12,674.00	194,462.12
Total Appropriation Increase, All Funds	\$ 659,880,912.41	\$ 7,134,663.50	\$ 667,015,575.91

In the General Fund, adjustments include campus donations from Deretchin Elementary.

Increases requested for All Other Funds account for new or revised state, federal and local grant allocations and the debt service fund.

Policy Reference: Legal and Local Board Policy CE

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

February 21, 2023

Budget Amendment Executive Summary

The budget amendment for the month of February includes both budget amendments and budget transfers.

Budget Amendment

The budget amendment for the month of February totals \$7,134,663.50 in revenues and \$7,134,663.50 in appropriations. The budget amendment is broken down into two categories, 1) General Fund (the district's operating fund), and 2) All Other Funds.

- 1) The budget amendment in the General Fund for the month of February includes activity fund donations totaling \$5,805.50.
 - Deretchin Elementary (\$5,805.50 for playground equipment)
- 2) The budget amendment in All Other Funds of \$7,128,858 includes amounts for new or revised state, federal and local grant allocations. Revised funding may be due to federal reallocations, roll forward and maximum entitlements. The roll forward is the unspent portion of the previous year's federal allocation. The maximum entitlement is the final distribution of total unallocated funding by the federal government.

The budget amendment contains new funding in the amount of \$116,184 for the 2022-2024 Silent Panic Alert Technology (SPAT) Grant which provides funding for local educational agencies to purchase silent panic alert technologies for campuses as a measure of school safety. Silent panic alert technology is generally defined as a silent system signal generated by the activation of a device, either manually or through software applications, intended to signal a life-threatening or emergency situation (such as an active shooter, intruder, or other emergency situation) requiring a response from law enforcement and/or other first responders. An increase of \$12,674 was received for the Teacher Training Reimbursement fund. As part of an incentive program enacted by the Texas Legislature, the Texas Education Agency subsidizes teacher training by up to \$450 per teacher for teachers in grades 6-12 who attend approved AP or IB teacher-training workshops. To qualify, a teacher must be assigned to teach an AP or IB course or a course specifically designed to prepare students for success in a future AP or IB course. Finally, the child nutrition fund contains an amendment for \$7,000,000 needed for increased costs of food, commodities, and supplies, as well as construction costs for remodeling serving lines at existing campuses.

Budget Transfers

Budget transfers consist of funds transferred within the same fund but changing functions. These transfers are found within the General Fund and All Other Funds. The total amount of all transfers is \$375,901.77. Approximately 82% or \$307,941.65 of the transfers is found in the general fund. The remaining \$67,960.12 is located within the District's grant funds.

PENTAMATION ENTERPRISES INC.
DATE: 02/14/2023
TIME: 10:02:15

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 1
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
NONE	00			
OTHER USES	8900	7,770.21	.00	7,770.21
		7,770.21	.00	7,770.21
INSTRUCTION	11			
TOTAL PAYROLL	6100	411,297,591.43	-16,400.00	411,281,191.43
CONTRACTED SERVICES	6200	2,049,403.09	.00	2,049,403.09
SUPPLIES AND MATERIALS	6300	38,677,480.49	-279,435.98	38,398,044.51
OTHER OPERATING EXPEND	6400	1,645,737.69	12,579.86	1,658,317.55
CAPITAL OUTLAY	6600	286,701.39	.00	286,701.39
		453,956,914.09	-283,256.12	453,673,657.97
MEDIA SERVICES	12			
TOTAL PAYROLL	6100	5,881,170.60	.00	5,881,170.60
CONTRACTED SERVICES	6200	52,775.83	.00	52,775.83
SUPPLIES AND MATERIALS	6300	749,378.05	-250.00	749,128.05
OTHER OPERATING EXPEND	6400	8,994.00	.00	8,994.00
CAPITAL OUTLAY	6600	1,554.19	.00	1,554.19
		6,693,872.67	-250.00	6,693,622.67
CURR & INST STAFF DEV	13			
TOTAL PAYROLL	6100	18,120,111.29	-4,160.12	18,115,951.17
CONTRACTED SERVICES	6200	1,430,022.58	.00	1,430,022.58
SUPPLIES AND MATERIALS	6300	903,672.32	.00	903,672.32
OTHER OPERATING EXPEND	6400	528,474.43	2,738.38	531,212.81
CAPITAL OUTLAY	6600	.00	.00	.00
		20,982,280.62	-1,421.74	20,980,858.88
INSTRUCTIONAL ADMIN	21			
TOTAL PAYROLL	6100	6,529,180.27	.00	6,529,180.27
CONTRACTED SERVICES	6200	288,207.88	.00	288,207.88
SUPPLIES AND MATERIALS	6300	951,734.69	.00	951,734.69
OTHER OPERATING EXPEND	6400	388,315.90	.00	388,315.90
CAPITAL OUTLAY	6600	.00	.00	.00
		8,157,438.74	.00	8,157,438.74
SCHL ADMINISTRATION	23			
TOTAL PAYROLL	6100	39,647,039.71	.00	39,647,039.71
CONTRACTED SERVICES	6200	43,366.19	.00	43,366.19
SUPPLIES AND MATERIALS	6300	280,277.59	.00	280,277.59
OTHER OPERATING EXPEND	6400	128,528.75	21,061.62	149,590.37
CAPITAL OUTLAY	6600	75.00	.00	75.00
		40,099,287.24	21,061.62	40,120,348.86
GUIDANCE & COUNSELING	31			
TOTAL PAYROLL	6100	28,667,356.21	.00	28,667,356.21

PENTAMATION ENTERPRISES INC.
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CONROE INDEPENDENT SCHOOL DISTRICT
 PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 2
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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GUIDANCE & COUNSELING	31			
CONTRACTED SERVICES	6200	838,852.53	.00	838,852.53
SUPPLIES AND MATERIALS	6300	1,327,758.67	8,315.06	1,336,073.73
OTHER OPERATING EXPEND	6400	173,917.27	.00	173,917.27
CAPITAL OUTLAY	6600	.00	.00	.00
		31,007,884.68	8,315.06	31,016,199.74
SOCIAL WORK	32			
TOTAL PAYROLL	6100	1,641,181.96	.00	1,641,181.96
CONTRACTED SERVICES	6200	533,361.00	.00	533,361.00
SUPPLIES AND MATERIALS	6300	82,660.66	.00	82,660.66
OTHER OPERATING EXPEND	6400	47,467.20	.00	47,467.20
		2,304,670.82	.00	2,304,670.82
HEALTH	33			
TOTAL PAYROLL	6100	15,926,125.10	.00	15,926,125.10
CONTRACTED SERVICES	6200	161,828.94	.00	161,828.94
SUPPLIES AND MATERIALS	6300	229,184.32	.00	229,184.32
OTHER OPERATING EXPEND	6400	32,158.97	.00	32,158.97
CAPITAL OUTLAY	6600	.00	.00	.00
		16,349,297.33	.00	16,349,297.33
STUDENT TRANS	34			
TOTAL PAYROLL	6100	24,466,912.00	.00	24,466,912.00
CONTRACTED SERVICES	6200	704,275.31	.00	704,275.31
SUPPLIES AND MATERIALS	6300	5,664,715.15	.00	5,664,715.15
OTHER OPERATING EXPEND	6400	751,818.63	.00	751,818.63
CAPITAL OUTLAY	6600	686,204.70	.00	686,204.70
		32,273,925.79	.00	32,273,925.79
CHILD NUTRITION	35			
TOTAL PAYROLL	6100	9,430,000.00	.00	9,430,000.00
CONTRACTED SERVICES	6200	615,564.10	405,000.00	1,020,564.10
SUPPLIES AND MATERIALS	6300	14,139,805.55	4,661,000.00	18,800,805.55
OTHER OPERATING EXPEND	6400	40,000.11	40,000.00	80,000.11
CAPITAL OUTLAY	6600	649,184.38	1,894,000.00	2,543,184.38
		24,874,554.14	7,000,000.00	31,874,554.14
COCURR ACTIVITIES	36			
TOTAL PAYROLL	6100	8,868,363.44	.00	8,868,363.44
CONTRACTED SERVICES	6200	768,966.35	7,000.00	775,966.35
SUPPLIES AND MATERIALS	6300	1,472,567.46	-910.81	1,471,656.65
OTHER OPERATING EXPEND	6400	2,796,417.67	-9,998.84	2,786,418.83
CAPITAL OUTLAY	6600	89,799.00	.00	89,799.00
		13,996,113.92	-3,909.65	13,992,204.27

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CONROE INDEPENDENT SCHOOL DISTRICT
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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GENERAL ADMIN	41			
TOTAL PAYROLL	6100	8,150,710.36	.00	8,150,710.36
CONTRACTED SERVICES	6200	1,671,137.66	.00	1,671,137.66
SUPPLIES AND MATERIALS	6300	403,954.01	.00	403,954.01
OTHER OPERATING EXPEND	6400	852,730.60	.00	852,730.60
CAPITAL OUTLAY	6600	7,500.00	.00	7,500.00
		11,086,032.63	.00	11,086,032.63
MAINTENANCE & OPERATIONS	51			
TOTAL PAYROLL	6100	32,480,147.00	.00	32,480,147.00
CONTRACTED SERVICES	6200	26,638,481.21	.00	26,638,481.21
SUPPLIES AND MATERIALS	6300	4,624,409.23	8,189.79	4,632,599.02
OTHER OPERATING EXPEND	6400	3,169,633.45	.00	3,169,633.45
CAPITAL OUTLAY	6600	1,360,847.54	5,805.50	1,366,653.04
		68,273,518.43	13,995.29	68,287,513.72
SECURITY	52			
TOTAL PAYROLL	6100	8,812,753.00	.00	8,812,753.00
CONTRACTED SERVICES	6200	132,104.97	106,184.00	238,288.97
SUPPLIES AND MATERIALS	6300	488,602.27	10,000.00	498,602.27
OTHER OPERATING EXPEND	6400	45,295.41	.00	45,295.41
CAPITAL OUTLAY	6600	447,637.55	.00	447,637.55
		9,926,393.20	116,184.00	10,042,577.20
TECHNOLOGY	53			
TOTAL PAYROLL	6100	5,421,183.93	.00	5,421,183.93
CONTRACTED SERVICES	6200	2,408,661.20	.00	2,408,661.20
SUPPLIES AND MATERIALS	6300	476,037.62	263,945.04	739,982.66
OTHER OPERATING EXPEND	6400	42,426.75	.00	42,426.75
CAPITAL OUTLAY	6600	3,892,862.57	.00	3,892,862.57
		12,241,172.07	263,945.04	12,505,117.11
COMMUNITY SERVICES	61			
TOTAL PAYROLL	6100	490,382.84	.00	490,382.84
CONTRACTED SERVICES	6200	18,000.00	.00	18,000.00
SUPPLIES AND MATERIALS	6300	103,323.35	.00	103,323.35
OTHER OPERATING EXPEND	6400	25,524.22	.00	25,524.22
		637,230.41	.00	637,230.41
DEBT SERVICES	71			
DEBT SERVICE	6500	130,166,253.00	.00	130,166,253.00
		130,166,253.00	.00	130,166,253.00
FACILITIES ACQ	81			
CONTRACTED SERVICES	6200	282,165.32	.00	282,165.32

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CONROE INDEPENDENT SCHOOL DISTRICT
 PROPOSED BUDGET SUMMARY REPORT

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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
FACILITIES ACQ	81			
SUPPLIES AND MATERIALS	6300	6,743,245.35	.00	6,743,245.35
OTHER OPERATING EXPEND	6400	.00	.00	.00
CAPITAL OUTLAY	6600	353,703,955.97	.00	353,703,955.97
		360,729,366.64	.00	360,729,366.64
OTHER INTERGOVERNMENTAL	99			
CONTRACTED SERVICES	6200	4,100,000.00	.00	4,100,000.00
		4,100,000.00	.00	4,100,000.00
DO NOT USE	ZZ			
CAPITAL OUTLAY	6600	.00	.00	.00
		.00	.00	.00
TOTAL EXPENSES		1,247,863,976.63	7,134,663.50	1,254,998,640.13

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CONROE INDEPENDENT SCHOOL DISTRICT
 PROPOSED BUDGET AMENDMENTS DETAIL LISTING

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SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6400	3972110000111000-6497	1,218.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110000311000-6497	2,074.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110000511000-6497	812.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110001111000-6497	1,624.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110001411000-6497	1,421.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110001611000-6497	2,886.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110004611000-6497	1,218.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110005311000-6497	609.00	FEBRUARY APPROVED AMENDME	A5		H
	3972110005411000-6497	812.00	FEBRUARY APPROVED AMENDME	A5		H
	MAJOR OBJECT TOTAL	12,674.00				
	FUNCTION TOTAL	12,674.00				
FUNCTION 35						
6200	2403350092099000-6219	20,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6245	100,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6246	275,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6248	10,000.00	FEBRUARY APPROVED AMENDME	A1		H
	MAJOR OBJECT TOTAL	405,000.00				
6300	2403350092099000-6317	50,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6319	340,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6341	2,651,500.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6342	387,700.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6344	1,000,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6396	8,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6399	223,800.00	FEBRUARY APPROVED AMENDME	A1		H
	MAJOR OBJECT TOTAL	4,661,000.00				
6400	2403350092099000-6411	35,000.00	FEBRUARY APPROVED AMENDME	A1		H
	2403350092099000-6495	5,000.00	FEBRUARY APPROVED AMENDME	A1		H
	MAJOR OBJECT TOTAL	40,000.00				
6600	2403350092099000-6625	1,894,000.00	FEBRUARY APPROVED AMENDME	A1		H
	MAJOR OBJECT TOTAL	1,894,000.00				
	FUNCTION TOTAL	7,000,000.00				
FUNCTION 51						
6600	199351AF07499000-6639	5,805.50	FEBRUARY APPROVED AMENDME	A2		H
	MAJOR OBJECT TOTAL	5,805.50				
	FUNCTION TOTAL	5,805.50				
FUNCTION 52						
6200	429352SS87499SPA-6299	106,184.00	FEBRUARY APPROVED AMENDME	A4		H
	MAJOR OBJECT TOTAL	106,184.00				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 52						
6300	429352SS87499SPA-6399	10,000.00	FEBRUARY APPROVED AMENDME	A4		H
	MAJOR OBJECT TOTAL	10,000.00				
	FUNCTION TOTAL	116,184.00				
	TOTAL EXPENSES	7,134,663.50				

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CONROE INDEPENDENT SCHOOL DISTRICT
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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	2113110012430000-6118	8,600.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2821110005524000-6118	-15,000.00	TSF - PLC STAFF WORKSHOP	FEB 23	T 6-8	H
	2821110005524000-6119	-10,000.00	TSF - PLC STAFF WORKSHOP	FEB 23	T 6-8	H
	MAJOR OBJECT TOTAL	-16,400.00				
6300	1993110000111000-6399	-13,000.00	TSF - STAFF DEV ADM TRAV	FEB 23	T 6-16	H
	1993110099811000-6399	-9,073.06	TSF - HIGH SCHOOL PSAT	FEB 23	T 6-19	H
	1993110099811000-6399	-263,945.04	TSF -INFO SYSTEMS STOR/L	FEB 23	T 6-20	H
	1993113001611000-6399	-178.00	TSF - GOHS ART AWARDS	FEB 23	T 6-4	H
	1993113101611000-6399	-7,000.00	TSF - COLOR GUARD CONTRA	FEB 23	T 6-9	H
	1993113601611000-6399	-1,500.00	TSF -COCURR DEBATE TRAVE	FEB 23	T 6-13	H
	2113110006930000-6399	-7,800.00	TSF - STAFF DEVELOP TRAV	FEB 23	T 6-10	H
	2113110011930000-6399	14,000.00	TSF - CLASSRM INSTR SUPP	FEB 23	T 6-15	H
	2113110012430000-6399	4,000.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2113110012430000-6399	900.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2113110069924000-6399	-1,000.00	TSF - MATH CONFERENCE	FEB 23	T 6-2	H
	2821110004124000-6399	5,160.12	TSF - INSTR ITEMS/CALCUL	FEB 23	T 6-12	H
	MAJOR OBJECT TOTAL	-279,435.98				
6400	1993113205511000-6497	-94.14	TSF - CHOIR TRIP TRAVEL	FEB 23	T 6-14	H
	MAJOR OBJECT TOTAL	-94.14				
	FUNCTION TOTAL	-295,930.12				
FUNCTION 12						
6300	2811120022011000-6399	-250.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	MAJOR OBJECT TOTAL	-250.00				
	FUNCTION TOTAL	-250.00				
FUNCTION 13						
6100	2113130069924000-6118	1,000.00	TSF - MATH CONFERENCE	FEB 23	T 6-2	H
	2821130004124000-6118	-5,160.12	TSF - INSTR ITEMS/CALCUL	FEB 23	T 6-12	H
	MAJOR OBJECT TOTAL	-4,160.12				
6400	1993130001111000-6411	4,000.00	TSF - TASSP CONFERENCE	FEB 23	T 6-6	H
	1993130012611000-6411	-961.62	TSF - STAFF DEV ADM TRAV	FEB 23	T 6-17	H
	2113130006930000-6411	7,800.00	TSF - STAFF DEVELOP TRAV	FEB 23	T 6-10	H
	2113130011930000-6411	-12,000.00	TSF - CLASSRM INSTR SUPP	FEB 23	T 6-15	H
	2113130012430000-6411	-8,600.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2113130012430000-6411	-4,000.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2811130022011000-6411	500.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	2811130022011000-6411	250.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	2811130022011000-6411	750.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	2821130005524000-6411	15,000.00	TSF - PLC STAFF WORKSHOP	FEB 23	T 6-8	H
	MAJOR OBJECT TOTAL	2,738.38				
	FUNCTION TOTAL	-1,421.74				

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 PROPOSED BUDGET TRANSFERS DETAIL LISTING

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 23						
6400	1993230000199000-6411	13,000.00	TSF - STAFF DEV ADM TRAV	FEB 23	T 6-16	H
	1993230012699000-6411	961.62	TSF - STAFF DEV ADM TRAV	FEB 23	T 6-17	H
	2113230011930000-6411	-2,000.00	TSF - CLASSRM INSTR SUPP	FEB 23	T 6-15	H
	2113230012430000-6411	-900.00	TSF -CLASSRM INSTR ITEMS	FEB 23	T 6-5	H
	2821230005524000-6411	10,000.00	TSF - PLC STAFF WORKSHOP	FEB 23	T 6-8	H
	MAJOR OBJECT TOTAL	21,061.62				
	FUNCTION TOTAL	21,061.62				
FUNCTION 31						
6300	1993310087999000-6399	-8.00	TSF - MAINT - NAME PLATE	FEB 23	T 6-3	H
	1993310099899000-6399	9,073.06	TSF - HIGH SCHOOL PSAT	FEB 23	T 6-19	H
	2811310022099000-6399	-750.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	MAJOR OBJECT TOTAL	8,315.06				
	FUNCTION TOTAL	8,315.06				
FUNCTION 36						
6200	1993363101699000-6299	7,000.00	TSF - COLOR GUARD CONTRA	FEB 23	T 6-9	H
	MAJOR OBJECT TOTAL	7,000.00				
6300	181336C100591000-6399	-360.81	TSF -BBALL PITCH COUNTER	FEB 23	T 6-7	H
	181336J101691000-6399	-50.00	TSF -GOHS TRAINERS MAINT	FEB 23	T 6-11	H
	2811360022099000-6399	-500.00	TSF - STAFF DEV TRAVEL	FEB 23	T 6-1	H
	MAJOR OBJECT TOTAL	-910.81				
6400	1813360099891000-6412	-7,770.98	TSF -ATHLETIC ICE MACHIN	FEB 23	T 6-18	H
	1993360001199000-6412	-4,000.00	TSF - TASSP CONFERENCE	FEB 23	T 6-6	H
	1993363101699000-6498	178.00	TSF - GOHS ART AWARDS	FEB 23	T 6-4	H
	1993363200199000-6412	94.14	TSF - CHOIR TRIP TRAVEL	FEB 23	T 6-14	H
	1993363801699000-6412	1,500.00	TSF -COCURR DEBATE TRAVE	FEB 23	T 6-13	H
	MAJOR OBJECT TOTAL	-9,998.84				
	FUNCTION TOTAL	-3,909.65				
FUNCTION 51						
6300	1813510099891000-6399	7,770.98	TSF -ATHLETIC ICE MACHIN	FEB 23	T 6-18	H
	181351J000591000-6399	360.81	TSF -BBALL PITCH COUNTER	FEB 23	T 6-7	H
	181351J001691000-6399	50.00	TSF -GOHS TRAINERS MAINT	FEB 23	T 6-11	H
	1993510087999000-6399	8.00	TSF - MAINT - NAME PLATE	FEB 23	T 6-3	H
	MAJOR OBJECT TOTAL	8,189.79				
	FUNCTION TOTAL	8,189.79				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 53						
6300	1993530099899000-6399	263,945.04	TSF -INFO SYSTEMS STOR/L	FEB 23	T 6-20	H
	MAJOR OBJECT TOTAL	263,945.04				
	FUNCTION TOTAL	263,945.04				
	TOTAL EXPENSES	.00				

**Receive Human Resources Department Report and
Consider Employment of Professional Personnel
February 21, 2023**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the Human Resources report as submitted by Paula Green, Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools:

Explanation:

As follows, you will find personnel resignations, retirements, employment of professional personnel, and employment of substitute teachers:

Personnel Resignations (Information Only)

Armstrong Elementary School

Alyssa Cox, Second Grade
Tracy Balagtas, Kindergarten

Bradley Elementary School

Nikita Patel, Special Education

Conroe High School – Ninth Grade Campus

Martha Sanchez, Math

Cox Intermediate School

Michal McCormick, Science/Social Studies

Creighton Elementary School

Brooke Enloe, Third Grade
Haley Keough, Kindergarten
Shelley Hungerford, Physical Education

Ford Elementary School

Dian Newkirk, First Grade
Marcela Serrano, Bilingual First Grade

Grand Oaks High School

Benjamin Jones, CTE Business
Kelsey Spille, Special Education

Grangerland Intermediate School

Hayley McVaney, Math
Shaun Nichols, Math/Science
Stephanie Nichols, Language Arts/Social Studies

Irons Junior High School

Malaina Watson, College and Career Readiness

Oak Ridge High School

Maria Block, Spanish

Patterson Elementary School

Holly Patin, First Grade

Snyder Elementary School

Nancee Standley, Kindergarten

Special Education Department

Krystal Vincent, Special Education Coordinator

Stockton Junior High School
Elizabeth Speakerman, Special Education

Suchma Elementary School
Delvin White, Science/Social Studies
Paolo Acuna, Special Education

The Woodlands College Park High School
Karen Cahill, Academic Interventionalist

The Woodlands High School
Kimm Dwyer, Lead Counselor

Wilkerson Intermediate School
Jennifer Wright, Choir

Wilkinson Elementary School
Carla Jamroz, Kindergarten

Personnel Retirements (*Information Only*)

Oak Ridge High School – Ninth Grade Campus
Hiram Walker, Leadworthy the Course

Technology Information Systems
Stacey Myrick, Application Support Specialist

The Woodlands College Park High School
Kenneth Guiton, Student Success Manager

Employment of Professional Personnel

Austin Elementary School
Damaris Barrerra, Bilingual Pre-Kindergarten
Keirstyn Osteen, Kindergarten
Mekayla Strahan, Third Grade

Birnham Woods Elementary School
Noelle Biddle, Fourth Grade

Bradley Elementary School
Alexandra Hulsey, Second Grade

Broadway Elementary School
Rebekah Langford, Math/Science/Social Studies

Caney Creek High School
Kathy Perla, Biology

Clark Intermediate School
Victoria Mikeska, Language Arts

Conroe High School
Quentin Brown, Health

Conroe High School – Ninth Grade Campus
Robert Easley, English

Cox Intermediate School
Megan Becan, Language Arts

Cryar Intermediate School
Cindy Guerra Mejia, Language Arts/Social Studies

Ford Elementary School
Chloe Whitman, First Grade

Giesinger Elementary School
Angelina Hare, Pre-Kindergarten

Glen Loch Elementary School
Jessica Nahuacatl Castillo, Bilingual First Grade

Grand Oaks High School
Michael Baker, Career and Technical Education/ Business
Daniel Bicknell, Special Education
John Boodon-Elliott, Science
Patrick Matthews, Social Studies

Grangerland Intermediate School
Briana Peterson, Language Arts
Brittany Shields, Math

Irons Junior High School
Christina Pritchard, Special Education
Barrette Williams, Language Arts

McCullough Junior High School
Jodie Zeyer, College and Career Readiness

Milam Elementary School
Jessica Robinson, Special Education/PPCD

Moorhead Junior High School
Jaden Purnell, Special Education

Reaves Elementary School
Karla Ramirez Oliva, Bilingual First Grade

Rice Elementary School
Sindi Rodriguez, Bilingual Second Grade

Runyan Elementary School
Maricarmen Martinez, Bilingual Pre-Kindergarten

Special Education Department
Beatriz Uribe, Occupational Therapist

Stewart Elementary School
Angela Lozano, Assistant Principal

Stockton Junior High School
Sydney McAden, Special Education
Jasmine Moore, Dyslexia

Suchma Elementary School
Maria Salinas, Special Education

Technology Department
Jessica Villarreal, Application Support Specialist

The Woodlands High School
Jessica Thow, Special Education

York Junior High School
Kory Jones, Math

Employment of Substitute Teachers (*Information Only*)

Midhat Ali
Michael Allar
Petra Anselm
Nandhini Arumugam
Eva Avendano
Pooja Barnwal
Janet Bartlett
Zianna Beltran
James Black
Michael Blair
Alan Boudreaux
Tiffany Bryant
Jennifer Carlton
Elizabeth Christiansen
My-Tien Cook
Andrew Crews
Paul Cunningham
Yakira Dailey
Shawnta Dandy
Kristi Delafuente
Hannah Dietrich
Ashley Frey
Diana Fross
Yvonn Garcia
Tania Garcia Rodriguez
Brenda Garcia-Salazar
Dominique Green
Claude Guillotte
Amy Haley
Felisha Hennessey
Martha Hildebrand
Cassie Hobbs
Abigai Hudson
Sheridan Jolly
Katherine Jones
Talmage Jones
Levi Jordan
Travis Jordan
Audrey Keim
Ingrid Kelly
Maria Kelly
Marina Keriakous
Kyle Kozelsky
Courtney Lambert
Jennifer Landers
Virginia Leggett
Amanda Leija
Brian Mitchell
Shannon Moore
Deanna Morse
Sherry Mosley
Chelsea Muse

Lauren Nelson
Maria Obregon de Wieseemann
Breanna O'Neil
Katarina Orama
Courtney Osteen
Shannon Oswald
Tony Padgett Jr.
Catherine Perry
Tiffany Phillips
Gabriel Polakoff
Cynthia Ponton
Ciara Preston
Nancy Quintero Gonzalez
Evelyn Rathburn
Lorraine Rice
Whitney Roberson
Daynna Rodosovich
Mary Salazar
Holly Samm
Analexus Samson
Grace Sawyer
Joshua Schmidt
Shenetra Scott
Kathryn Self
Alexandra Shirley
Keleigh Smith
Christian Soto
Cassandra Sowell
Ashley Stefanik
Earthel Stewart
Joshua Strecker
Mamuyan Taylor
Katherine Thom
Kacie Thomas
Sandra Thornton
Emily Tyson
Tiffany Unterfenger
Pamela Urand
Sindy Vargas
Desiree Vasquez
Elliot Vermeulen
Olivia Villafranco
Tyler Ward
Aubre Weller
Carrie Whiteside
Leticia Williamson
Jaclyn Wratten
Julia Yollin
Courtney Zahratka
Jennie Zimmerman

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Paula Green
Director of Human Resources

Consider Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers

Recommendation:

That the Conroe Independent School District Board of Trustees ratify qualified staff that may serve as a teacher appraiser for the 2022-2023 school year, as submitted by Paula Green, Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The *Texas Teacher Evaluation and Support System* (T-TESS) is currently the State approved instrument designed to evaluate teachers and establish a system of support. In addition to the three day T-TESS Appraiser Training, T-TESS appraisers must successfully complete a 36-hour *Instructional Leadership Training* (ILD) or a three-day Advancing Educational Leadership (AEL) training. We respectfully submit the following names for your approval.

Justin Garrison
Barbara Hinton
Meghan Von Vossen

Policy Reference: Legal and Local DNA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Paula Green
Director of Human Resources

Review and Confirm Approval of Memorandum of Understanding with the Montgomery County Juvenile Probation Board

Recommendation:

That the Conroe Independent School District Board of Trustees review and reaffirm their approval of the Memorandum of Understanding with the Montgomery County Juvenile Probation Board for the provision of educational services to students confined in the Juvenile Detention Center as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:

In 2008 the District and the Montgomery County Juvenile Probation Board (Juvenile Board) entered into a memorandum of understanding (MOU) outlining the responsibilities of the parties as they relate to providing educational services to students confined in the Montgomery County Juvenile Detention Center (JDC). In January 2013 the Board of Trustees approved a supplement to the 2008 MOU in compliance with the requirements of federal law, specifically Title 1, Part D, Subpart 2 of the Elementary and Secondary Education Act. In accordance with state and federal requirements, the Board must review the MOU and confirm its commitment to the MOU annually. The attached resolution documents the Board's action.

Annually CISD serves approximately 700 students confined in the JDC.

Policy Reference: Legal BBA

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel

RESOLUTION OF THE CONROE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

February 21, 2023

Be it resolved that on this date, the Conroe Independent School District Board of Trustees, meeting in public with a quorum of members present, did certify and adopt this resolution acknowledging its continuing commitment to provide educational services to the students housed in the Montgomery County Juvenile Detention Center in accordance with the Memorandum of Understand between the Montgomery County Juvenile Board and the Conroe Independent School District as entered into in November 2008 and as amended in January 2013.

Approved this the 21st day of February 2023.

Skeeter Hubert, President Board of Trustees

Datren Williams, Secretary Board of Trustees

**Memorandum of Understanding
between the
Conroe Independent School District
and the
Montgomery County Juvenile Probation Board**

This memorandum of Understanding is made and entered into on January 15, 2013 by and between the Conroe Independent School District (CISD) and the Montgomery County Juvenile Probation Board (Juvenile Board).

CISD is the authority charged with the responsibility of operating the free public schools within the boundaries of the Independent School district, including providing educational programs for juveniles housed at the Juvenile Detention Center (JDC).

The Montgomery County Juvenile Probation Board (Juvenile Board) is the authority charged with the responsibility of providing for the temporary and safe custody of juveniles accused of conduct subject to the jurisdiction of the juvenile court who require a restrictive environment for their own, or the community's protection while legal action is pending. The Juvenile Detention Center is a "secure detention facility" as defined by Texas Family Code §51.02.

To full fill their responsibilities in accordance with Subpart 2, Section 1425 of the No Child Left Behind Act of 2001 (now known as ESEA Elementary and Secondary Education Act or ESEA), the parties agree to:

(1) where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;

(2) if the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need;

(3) where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

(4) provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

(5) work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

(6) ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;

(7) to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

(8) where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;

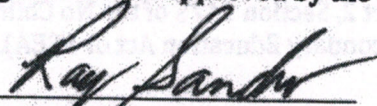
(9) coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;

(10) coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and

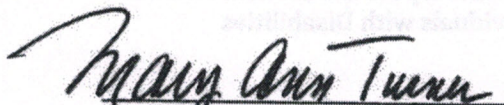
(11) if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

This agreement is intended to supplement the Memorandum of Understanding agreed to by the parties in November 2008 and shall be reviewed annually on or before its anniversary date.

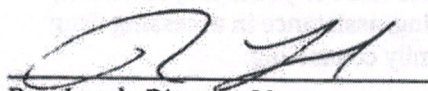
Agreed to and Approved by the parties as evidenced by the signatures below:


Ray Sanders, President CISD
Board of Trustees

1-15-13
Date


Mary Ann Turner
Board Chair, Montgomery County
Juvenile Probation Board

1/4/13
Date


Ron Leach, Director Montgomery
County Juvenile Detention Center

1/4/13
Date

MEMORANDUM OF UNDERSTANDING
between
The Conroe Independent School District
and
The Montgomery County Juvenile Probation Board

This Memorandum of Understanding is made and entered into on November 3, 2008, by and between the Conroe Independent School District (CISD) and the Montgomery County Juvenile Probation Board (Juvenile Board).

I.

CISD is the authority charged with the responsibility of operating the free public schools within the boundaries of the Independent School District, including providing educational programs for juveniles at the Juvenile Detention Center (JDC). To fulfill that responsibility, CISD agrees to:

1. Administer the educational program at the JDC, located at 200 Academy Drive, Conroe, Texas, 77301.
2. Ensure that regular and special education services are provided during the traditional academic school year to all JDC youth residing and assigned to the JDC.
3. Provide educational services upon completion of enrollment in accordance with Texas Education Agency rules, applicable federal regulations, Section 504 of the 1973 Rehabilitation Act, and the Individuals with Disabilities Education Act (IDEA). Referral assessments will be determined in accordance with State Board of Education rules.
4. Ensure that all educational instruction programs comply with CISD policies, Texas Education Agency rules, state and federal statutes - including Texas Essential Knowledge and Skills curriculum.
5. Provide a class size of student to teacher ratio of no more than sixteen (16) students to one (1) teacher. Educational aides shall be assigned to assist teachers as appropriate and in accordance with District guidelines.
6. Provide a maximum number of hours of instructional time during the traditional school day, including special educational services and English as a second language (ESL) for JDC students.
7. Provide substitute teachers for absent teachers through the traditional academic school year.

8. Supply the curriculum, the necessary instructional equipment and materials including but not limited to instructional software and computers, for all the educational programs at the JDC. Instruction will be focused on receipt of credits.
9. Enroll all students in courses in which they will receive grades and credits with documented efforts toward mastery of the Texas Essential Knowledge and Skills in accordance with Texas Education Agency rules that can be transferred to their subsequent school after they are released from the JDC.
10. Provide accelerated and/or tutorial instruction courses to those students who lack the academic skills to complete on-grade level work and provide grade level instruction to those students performing on-grade level;
11. Follow federal and state laws, rules, policies and procedures for admission to, review of, and dismissal from special education programs for students with disabilities. The eligibility of each JDC student shall be determined individually according to the Texas Education Agency rules, District policies, state and federal regulations.
12. Appropriately place eligible special education students that have transferred from another school district and who are currently receiving special education services. A temporary placement ARD committee meeting will be held in accordance with the State Board of Education Rules and federal and state law will be conducted to determine appropriate placement.
13. Determine through the Admission, Review and Dismissal (ARD) committee, each special education student's education services. Each special education student shall be placed in his least restrictive educational environment.
14. Provide students service(s) when the ARD committee determines the service(s) is necessary to support the educational needs of the student as specified by the Individual Education Plan (IEP).
15. Provide Extended Year Services (EYS) as determined by the ARD committee on an individual basis based upon established state criteria.
16. Implement an IEP for each student who qualifies for services under IDEA.
17. Issue grade reports and when applicable course credits and recommend appropriate placement for each student who is released from the JDC. Course credit will be earned through direct instruction or alternative measures with standard assessment. Grade and progress reports will be in a format consistent with the regular campuses.

18. Maintain individual achievement records for each student and furnish the official withdrawal forms to the JDC when a student withdraws and, upon request, to future schools in which the student enrolls.
19. Provide JDC staff with appropriate student classroom behavior and academic progress summaries.
20. Provide training to appropriate JDC personnel regarding CISD policies and procedures for student management, communication between District and JDC staff, and the confidentiality of CISD student educational records.
21. Recruit, assign, and supervise all educational and instructional personnel at the JDC.
22. Evaluate all educational and instructional personnel assigned to the JDC in accordance with CISD policy.
23. Require educational and instructional personnel assigned to the JDC to adhere to the CISD official school calendar – with the exception of the summer school session – including teaching days, in-service training, staff development, teacher workdays, holidays, bad weather days, etc.
24. Require all educational and instructional personnel to be responsible for maintaining an orderly classroom learning environment.
25. Ensure all CISD educational instructional personnel assigned to the JDC shall hold the appropriate certification or permits as required by the Texas Education Agency. Official copies of certification shall be filed at the CISD personnel office.
26. Cooperate with the JDC in identifying areas needing improvement and in implementing improvement plans where necessary to maintain performance measures.

II.

The Montgomery County Juvenile Probation Board (Juvenile Board) is the authority charged with the responsibility of providing for the temporary and safe custody of juveniles accused of conduct subject to the jurisdiction of the juvenile court who require a restricted environment for their own, or the community's protection while legal action is pending. To fulfill that responsibility, the Juvenile Board agrees to:

1. Promptly provide CISD all educational information for JDC students required by the State Board of Education rules available to JDC or in JDC's possession.

2. Provide educational space in classrooms that meet Texas Education Agency expectations.
3. Provide furniture for individualized instruction if such is not available from CISD.
4. Provide materials and school supplies ordinarily provided by the student's parent or guardian.
5. Provide, at the JDC, adequate space, including a telephone, for use by CISD staff in the performance of their educational duties.
6. Ensure that all educational space at the JDC complies with fire, safety, and health standards to which both entities facilities are subject.
7. Provide a secure space accessible only by CISD personnel for storage of confidential education records.
8. Notify CISD in writing at least 30 days in advance of any program or building structural changes being made to any classroom or support area unless emergency circumstances prohibit such notice.
9. Provide training to CISD personnel in the safe evacuation of JDC students and staff in the event of fire or other catastrophe at the JDC.
10. Provide training to appropriate CISD personnel regarding JDC policies and procedures for student management, communication between District and JDC staff, and the confidentiality of JDC student records and information.
11. Make available qualified JDC personnel at all times for immediate crisis intervention and classroom management.
12. Provide support staff to ensure safe and timely transitions of students between classrooms and other areas of the JDC.
13. Ensure that students arrive to class on time.
14. Supervise all youth during state-mandated teacher duty-free lunch periods.
15. Require JDC Juvenile Probation Officers (JPO) or an appropriate designee to attend ARD committee meetings of students residing in the JDC.
16. Promptly report, in writing, to CISD any mistreatment allegations lodged by JDC students or staff against CISD personnel. In accordance with JDC policies, the administrator or designee will complete the required

investigation, inform CISD of the determination of the investigation, and recommend any necessary action.

17. Require a JDC representative to participate in CISD's campus site-based planning committee meetings.

III.

1. CISD shall be entitled to all funds from any state and federal source related to the provision of education to students pursuant to this Agreement.
2. Juvenile Board's obligations under this Agreement are contingent upon actual receipt of funds from the Legislature for the performance of this Agreement. Should the Legislature cut its overall appropriation to the Juvenile Board for this program during the term of this Agreement, or should any grant funding be rescinded, the Juvenile Board has the option to cancel this Agreement with 90 days written notice to CISD anytime prior to the expiration of this Agreement.
3. In the performance of this Agreement, it is mutually understood and agreed that CISD and all its employees are at all times acting and performing as independent service providers, and not employees, agents, joint ventures or lessees of the Juvenile Board. The Juvenile Board shall neither have nor exercise any control or direction over educational services provided under this Agreement. All benefits for CISD employees, including unemployment, compensation, leave, retirement benefits, or any other employee benefits, shall be the sole responsibility of CISD. Likewise, JDC and all its employees are at all times acting and performing as independent service providers, and not employees, agents, joint ventures or lessees of CISD. CISD shall neither have nor exercise any control or direction over detention related services provided under this Agreement. All benefits for JDC employees, including unemployment, compensation, leave, retirement benefits, or any other employee benefits, shall be the sole responsibility of the Juvenile Board.
4. CISD and JDC will mutually establish the procedures for CISD and JDC staff to follow in the use of the classrooms and designated educational office areas at the JDC.
5. Student eligibility folders containing documents for audit under Texas Education Agency rules shall be maintained by the CISD special education staff. Such folders are available for examination by State of Texas auditors, Texas Education Agency personnel, TYC and JDC staff, and "eligible persons" under the Family Education Rights and Privacy Act.
6. CISD's administrators and professional employees shall have access to JDC student information and records to the extent necessary to perform under the

terms of this Agreement. All County and CISD employees involved in the program shall follow and shall maintain the confidentiality of student information. Except as required by law, no student information shall be released to anyone outside CISD or JDC for any purpose without proper authorization.

7. Any notices, demands, requests, and other communication required between the parties under this Agreement must be in writing and shall be delivered in person, mailed, or transmitted by facsimile as follows:

To CISD at:

Donald J. Stockton
Superintendent – Conroe Independent School District
3205 W. Davis
Conroe, TX 77304
Fax: 936-760-7787

To Juvenile Board at:

Ron Leach
Director – Juvenile Probation Department
200 Academy Drive
Conroe, TX 77301
Fax: 936-760-5851

8. The dispute resolution provision in Chapter 226 of the Texas Government Code shall be used by the JDC and CISD to attempt to resolve any claim for breach of contract made by either party.
9. Either party upon written notice to the other party may terminate this Agreement by giving written notice to the other side 90 days in advance.
10. This Agreement shall automatically renew on November 1st of each year unless either party gives 30 days written notice of their intent to terminate the agreement.
11. No other provision, oral or written, shall constitute a part of this Agreement unless such is made in writing, executed by the parties, and expressly made a part thereof.

CONROE INDEPENDENT SCHOOL DISTRICT

By: Lynda Sasser
President CISD Board of Trustees

Date: 11-18-08

**MONTGOMERY COUNTY JUVENILE
PROBATION BOARD**

By: *Sydney Struel*
Board Chair

Date: 11/7/08

By: *R. J. [Signature]*
Director of Montgomery County JDC

Date: 11/7/08

Consider Approval of Submission of a Class Size Waiver Application to the Texas Education Agency

Recommendation:

That the Conroe Independent School District Board of Trustees authorize the District to submit a Class Size Waiver application to the Texas Education Agency, as submitted by Dr. Shellie Winkler, Assistant Superintendent for Elementary Schools, and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

School districts in Texas are required to review class size enrollment in grades prekindergarten through fourth grade to determine whether any class size exceeds the 22:1 student teacher ratio required by Texas Education Code § 25.112. If any class exceeds the 22:1 ratio, the district must submit a Class Size Waiver application to the Texas Education Agency.

The District monitors class size throughout the school year. Since the Board's approval of class size waivers in January 2023, waivers are now needed for 27 additional classrooms. The affected campuses have requested that the District submit waiver requests to the Texas Education Agency to avoid disrupting classroom instruction by moving students to new classrooms. The District does not believe moving students to different classrooms at this point in the school year would be in the best interest of the students.

Policy Reference: Legal Board Policy EEB

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Dr. Shellie Winkler
Assistant Superintendent for Elementary Schools

Conroe Independent School District
TEC 25.112 Compliance Plan for Maximum Class Size Exemption

The following campuses are over the 22:1 ratio required by Texas Education Code §25.112

Campus	Grade Level	Campus Rating	Number of Additional Requested Waivers
Austin	1st	C	1
David	1st	A	2
Ford	1 st Bilingual	C	2
Hope	KG	B	1
Hope	1st	B	2
Kaufman	1st	B	2
Lamar	4th	B	2
Milam	4 th Bilingual	C	1
Powell	4 th	A	1
Stewart	2 nd	A	1
Snyder	K	A	9
Snyder	4th	A	1
Wilkinson	2nd	B	2

Action Plan to Bring the District into Compliance with Texas Education Code §25.112

District Compliance Action Items	Timeline for Completion
Aggressive planning for teaching units needed for the 2022-2023 school year	May 2022 Completed
Conduct recruitment fairs within the District	April 9, 2022 - Completed June 2, 2022- Completed August 9, 2022- Completed
Attend outside recruitment fairs	Stephen F. Austin University – April 1, 2022 – completed Sam Houston State University – April 20, 2022 – completed Houston Area Teaching Coalition – April 1, 2022- completed Texas A&M University – April 4, 2022 – completed Prairie View A&M University – April 21, 2022 – completed Sam Houston State University 4+1 Program – May 10, 2022 – completed Region 4 Alternative Certification Recruitment Fair – June 14, 2022 - completed Texas Teachers Recruitment Fair – June 22, 2022 - completed
Expand permitting for emergency certifications through the State Board of Educator Certification	July 2022
Allow for the hiring of previously retire certified teachers	July 2022
Recruitment of Yearlong Residency Student Teachers	December 2022 Completed Early - October 2022
Additional Staffing for Paraprofessional Support in the Classroom	Ongoing
Monitor classroom counts for 22:1 compliance	Ongoing

Name Assistant Superintendent for Middle Schools

Recommendation:

Information will be provided at the meeting

Policy Reference: Legal Board Policies BAA and DC

Receive Information Regarding the Campus Mascot and School Colors for Veterans Memorial Intermediate School and Christopher J. Hines Elementary School

Recommendation:

That Conroe Independent School District Board of Trustees receive information regarding the campus mascot and school colors for Veterans Memorial Intermediate School and Christopher J. Hines Elementary as submitted by Dr. Bethany Medford, Assistant Superintendent for Middle Schools and Dr. Shellie Winkler, Assistant Superintendent for Elementary Schools, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The District implemented a mascot nomination process and communicated that process to the future students and families of Veterans Memorial Intermediate School and Christopher J. Hines Elementary School. The mascot selection process included solicitation of nominations from students and families for potential school mascot names. The top nominations will be provided to students and families to identify their favorite mascot, which will be presented to the Board of Trustees at the March Board meeting.

School Colors:

Veterans Memorial Intermediate - Red and Blue
Christopher J. Hines Elementary – Navy Blue and Yellow

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Dr. Bethany Medford
Assistant Superintendent for Middle Schools

Dr. Shellie Winkler
Assistant Superintendent for Elementary Schools

Receive Information on the Rollout of the Smart Tag Bus Monitoring System

Recommendation:

That the Conroe Independent School District Board of Trustees receive information on the rollout of the Smart Tag Bus Monitoring System, as submitted by Mr. Chris McCord, Assistant Superintendent of Operations and Dr. Curtis Null, Superintendent of Schools.

Explanation:

To promote student safety, currently the Conroe I.S.D. Transportation is rolling out the Smart Tag Bus Monitoring System throughout all feeder zones. The system was approved by the Board of Trustees in August of 2022 and installation of devices, training, preparation occurred during the fall semester. Through tonight the system has been implemented in the Oak Ridge High, Grand Oaks High, and The Woodlands High feeder systems. Information on the progress, available features for parents and campus administration, and continued rollout timeline will be presented.

Policy Reference: CNA Legal and Local

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Mr. Chris McCord
Assistant Superintendent for Operations

Receive Information Regarding Districtwide Intruder Detection Audit Report Findings

Recommendation:

That the Conroe Independent School District Board of Trustees receive information regarding the Districtwide Intruder Detection Audit Report Findings conducted by the Texas School Safety Center as submitted by Mr. Chris McCord, Assistant Superintendent for Operations and as recommended by Dr. Curtis Null, Superintendent.

Explanation:

To promote school safety, the Texas Education Agency is requiring that all Texas school districts undergo have random unannounced intruder detection audits throughout the 2022-2023 school year. The Texas School Safety Center located at Texas State University oversees these audits.

The Texas Education Agency also requires that each school district present any intruder detection audit findings to the district's board of trustees at the board's next regularly scheduled meeting after an audit takes place. To comply with this requirement, the District will present this reoccurring item to the Board and the community at the Board's regularly scheduled meetings as the audits continue throughout this school year.

In the future, should any campus have an audit finding, that information along with any corrective action taken will be shared with the Board in closed session due to the safety sensitive nature of this information.

Policy Reference: CKC Legal and Local

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Chris McCord
Assistant Superintendent for Operations

**Consider Approval of the Guaranteed Maximum Price Amendment for
the New Bartlett Elementary (Flex 23) Project and Authorize the
Superintendent to Negotiate and Execute the Contract Documents**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the Guaranteed Maximum Price Amendment with Durotech, Inc. for The New Bartlett Elementary (Flex 23) Project and authorize the superintendent to negotiate and execute the contract documents as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

On May 2, 2022 the Board of Trustees selected Durotech, Inc. to be the District's Construction Manager at Risk for The New Bartlett Elementary (Flex 23) Project. Based on Durotech, Inc.'s proposal for this work, the District has negotiated a guaranteed maximum price for the project of \$37,933,268.00.

The contract documents will be prepared by the District's outside counsel.

Policy Reference: Legal Board Policy CVD

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director of Planning & Construction

Date: February 14, 2023

Mr. Easy Foster
Director of Planning & Construction
Conroe I.S.D
3205 West Davis
Conroe, TX 77304.

Re: Guaranteed Maximum Price for Conroe ISD – New K-4th Grade Elementary
School Caney Creek & Conroe High School Feeder Zone (Flex #23)

Dear Mr. Foster:

We wish to inform you that after working together with Conroe ISD and IBI Group on this facility, we have formally advertised and solicited proposals for the development of the GMP for the New K-4th Grade Elementary School Caney Creek & Conroe High School Feeder Zone (Flex #23) project. Proposals were received on January 12, 2023. After careful review and compilation of these proposals, Durotech, Inc. is pleased to present a Guaranteed Maximum Price for the construction of the Flex #23 Elementary School project of **\$37,933,268**.

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It is our recommendation that we ask Conroe ISD to approve the Guaranteed Maximum Price of **\$37,933,268** and to execute the GMP Amendment No. 1 between Conroe ISD and Durotech, Inc.

We are excited about the potential of entering into the construction phase of this project and want to thank you and your team, IBI Group and their consultants for a very successful pre-construction phase. Durotech is committed to the citizens of Conroe ISD community in the successful delivery of the Flex #23 Elementary School project.

Thank you and Conroe ISD for selecting Durotech as its building partner. It is our goal to meet and exceed your expectations. Should you have any questions please do not hesitate to contact me.

Sincerely,



David Rowe
CEO



GMP SUMMARY

Project: Guaranteed Maximum Price for Conroe ISD – New K-4th Grade Elementary School Caney Creek & Conroe High School Feeder Zone (Flex #23)

Location: 10510 Airport Rd., Conroe, Texas 77303

Owner: Conroe I.S.D.

Scope of work:

THE PROJECT:

The Project, of which the work of this Contract is a part, is a New Elementary School in the Caney Creek & Conroe High School Feeder Zone, otherwise known as Flex School #23 for Conroe Independent School District.

PROJECT COMPONENTS:

1. New construction of a 127,826 square foot, two-story flex school for Kindergarten through 4th grade students.
2. Construction will consist of a new structure with mechanical, electrical, plumbing, and technology systems.
3. On site improvements will include paving, site utilities, lighting and landscaping.

THE WORK:

1. All work or portions of work necessary to provide a complete in-place, weather tight, structurally sound facility as represented in the Drawings and Specifications, including, but not limited to, architectural and structural building components, architectural finishes, mechanical equipment and ducting, plumbing piping and fixtures, electrical equipment and fixtures, fire alarm, security and communications.

GMP Proposal Package:

The GMP proposal package consists of the following items:

1. Exhibit A – GMP Top Sheet – dated 14 February 2023
2. Exhibit B – Project Manual – dated 05 December 2022
3. Exhibit C – List of Drawings – dated 05 December 2022
4. Exhibit D – List of Addendums
5. Exhibit E – Qualifications & Assumptions
6. Exhibit F – Allowance Schedule
7. Exhibit G - Self Performed Work Items
8. Exhibit H – Unit Prices
9. Exhibit I – Cost Saving Items



EXHIBIT 'A'



PROJECT: CONROE ISD - FLEX #23
LOCATION: 10510 Airport Rd., Conroe, Texas 77303
OWNER: CONROE ISD
ARCHITECT: IBI-GROUP TEXAS
DATE: 2/14/2023

CONROE ISD FLEX #23 ELEMENTARY SCHOOL

SECTION	DESCRIPTION	BASE BID				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
01 21 00	OWNER'S CONTINGENCY ALLOWANCE	-	-	250,000	250,000	ALLOWANCE
01 21 01	TECHNOLOGY ALLOWANCE	-	-	0	0	ALLOWANCE
01 21 02	BIM / DESIGN COORDINATION	-	-	25,000	25,000	ALLOWANCE
01 21 03	SITE DRYING ALLOWANCE	-	-	25,000	25,000	ALLOWANCE
01 21 04	ADA AUDIT REPORT REMEDIES	-	-	5,000	5,000	ALLOWANCE
01 21 05	LIBRARY FURNITURE ALLOWANCE	-	-	65,000	65,000	ALLOWANCE
01 21 06	GRAPHICS & SIGNAGE ALLOWANCE	-	-	60,000	60,000	ALLOWANCE
01 21 07	BUILDING AS A TEACHER ALLOWANCE	-	-	15,000	15,000	ALLOWANCE
01 21 08	PLAY EQUIPMENT ALLOWANCE	-	-	165,000	165,000	ALLOWANCE
01 21 09	LANDSCAPE ALLOWANCE	-	-	88,000	88,000	ALLOWANCE
01 21 10	UNFORSEEN STRUCTURE ALLOWANCE	-	-	0	0	ALLOWANCE
01 21 11	LIFE SAFETY DAS ALLOWANCE	-	-	0	0	ALLOWANCE
01 21 12	CONTRACTOR CONTINGENCY	-	-	250,000	250,000	ALLOWANCE
01 21 13	MATERIAL ESCALATION ALLOWANCE	-	-	200,000	200,000	ALLOWANCE
01 21 14	TECHNOLOGY PACKAGE ALLOWANCE	-	-	731,397	731,397	ALLOWANCE
01 43 39	MOCKUP PANEL	-	-	7,500	7,500	
01 51 13	TEMPORARY POWER	-	-	41,082	41,082	
01 51 19	EQUIPMENT FUEL & FUEL TANK	-	-	17,358	17,358	
01 51 36	TEMPORARY WATER	-	-	20,913	20,913	
01 54 16	MATERIAL HANDLING & HOISTING	-	-	77,490	77,490	
01 54 23	TEMPORARY SCAFFOLDING	-	-	21,552	21,552	
01 55 23	TEMPORARY ROADS	3,000	18,000	-	21,000	
01 55 26	TRAFFIC CONTROL	10,260	4,134	-	14,394	
01 55 29	TEMPORARY LAYDOWN AREA	5,000	35,000	-	40,000	
01 56 26	TEMPORARY CONSTRUCTION FENCE	11,570	19,770	-	31,340	
01 57 00	EROSION & SEDIMENT CONTROL	12,949	22,121	-	35,070	
01 64 00	OWNER FURNISHED ITEMS	12,103	-	-	12,103	
01 71 23	FIELD ENGINEERING & LAYOUT	74,984	15,488	-	90,472	
01 74 13	PROGRESS CLEANING	61,750	-	-	61,750	
01 74 16	SITE MAINTENANCE/CLEAN STREETS	9,255	22,113	-	31,368	
01 74 19	CONSTRUCTION WASTE MANAGEMENT	-	-	47,477	47,477	
01 74 23	FINAL CLEANING	-	-	29,835	29,835	
DIV 02	EXISTING CONDITIONS					
02 41 13	SITE DEMOLITION	-	-	6,063	6,063	
02 70 00	PUMP & DEWATER	10,688	4,500	-	15,188	
DIV 03	CONCRETE					
03 20 00	CONCRETE REINFORCING	-	-	0	0	
03 30 00	SITE & BUILDING CONCRETE	-	-	3,373,515	3,373,515	
03 35 10	CONCRETE FLOOR SEALER	-	-	13,370	13,370	
03 35 43	POLISHED & DYED CONCRETE	-	-	9,900	9,900	
03 52 00	LIGHTWEIGHT CONCRETE ROOF INSULATION	-	-	1,174,285	1,174,285	
DIV 04	MASONRY					
04 05 19	MASONRY REBAR	-	-	0	0	
04 20 00	MASONRY	-	-	2,964,500	2,964,500	
DIV 05	METALS					
05 12 00	STRUCTURAL STEEL FRAMING	-	-	2,734,600	2,734,600	
05 12 50	STRUCTURAL STEEL ERECTION	-	-	702,142	702,142	
05 37 00	PREPARE EXPOSED STEEL STRUCTURE	-	-	13,491	13,491	
05 50 00	MISCELLANEOUS STEEL	102,012	2,750	-	104,762	
05 50 10	TIMBER MATS	24,966	34,099	-	59,065	
05 50 20	SAFETY RAILS	8,144	6,971	-	15,115	
05 52 00	METAL RAILINGS	-	-	70,000	70,000	
05 55 00	METAL NOSINGS	4,104	7,394	-	11,498	
DIV 06	WOOD, PLASTICS, AND COMPOSITES					
06 10 00	ROUGH CARPENTRY	-	-	272,142	272,142	
06 20 00	FINISH CARPENTRY	-	-	25,000	25,000	

EXHIBIT 'A'

SECTION	DESCRIPTION	BASE BID				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
DIV 07	THERMAL AND MOISTURE PROTECTION					
07 11 00	DAMPPROOFING	-	-	306,200	306,200	
07 21 00	THERMAL INSULATION	-	-	102,752	102,752	
07 41 00	METAL ROOF PANELS	-	-	91,500	91,500	
07 52 00	MODIFIED BITUMINOUS MEMBRANE ROOFING	-	-	655,350	655,350	
07 72 33	ROOF HATCHES	-	-	8,700	8,700	
07 81 00	APPLIED FIREPROOFING	-	-	138,098	138,098	
07 84 00	FIRESTOPPING	-	-	19,491	19,491	
07 92 00	JOINT SEALANTS	-	-	14,918	14,918	
07 95 00	EXPANSION CONTROL	5,868	4,902	-	10,770	
DIV 08	OPENINGS					
08 08 00	DOOR & HARDWARE INSTALLATION	-	-	39,502	39,502	
08 11 00	METAL DOORS & FRAMES	20,669	501,795	-	522,464	
08 14 23	PLASTIC LAMINATE FACED WOOD DOORS	14,712	-	-	14,712	
08 31 00	ACCESS DOORS AND PANELS	-	-	5,852	5,852	
08 33 00	COILING DOORS & GRILLES	-	-	138,589	138,589	
08 34 73	SOUND CONTROL DOOR ASSEMBLIES	2,802	-	-	2,802	
08 62 00	UNIT SKYLIGHTS	-	-	31,574	31,574	
08 71 00	DOOR HARDWARE	14,954	-	-	14,954	
08 80 00	GLAZING	-	-	682,639	682,639	
08 80 10	TEMPORARY ENCLOSURES	7,842	4,785	-	12,627	
08 80 15	CLEAN GLASS	2,632	241	-	2,873	
08 87 00	GLAZING SURFACE FILMS	-	-	9,476	9,476	
08 91 00	LOUVERS	3,027	2,750	-	5,777	
DIV 09	FINISHES					
09 24 00	CEMENT PLASTERING	-	-	101,170	101,170	
09 29 00	GYPSUM BOARD	-	-	697,590	697,590	
09 30 00	TILING	-	-	401,250	401,250	
09 51 00	ACOUSTICAL CEILINGS	-	-	421,800	421,800	
09 60 00	FLOOR PREPARATION	27,291	14,045	-	41,336	
09 60 10	FLOOR PROTECTION	9,097	7,661	-	16,758	
09 60 20	MOISTURE CONTROL	-	-	50,000	50,000	
09 64 00	WOOD FLOORING	-	-	39,197	39,197	
09 65 00	RESILIENT FLOORING	-	-	435,917	435,917	
09 65 66	RESILIENT ATHLETIC FLOORING	-	-	46,210	46,210	
09 67 00	FLUID-APPLIED FLOORING	-	-	32,123	32,123	
09 84 00	ACOUSTIC WALL PANELS	-	-	0	0	
09 90 00	PAINTING & COATING	-	-	176,737	176,737	
DIV 10	SPECIALTIES					
10 11 00	VISUAL DISPLAY UNITS	-	-	136,494	136,494	
10 12 00	DISPLAY CASES	-	-	36,514	36,514	
10 14 00	SIGNAGE	-	-	0	0	
10 14 63	ELECTRONIC MESSAGE SIGNAGE	-	-	27,227	27,227	
10 21 13	TOILET COMPARTMENTS	-	-	73,203	73,203	
10 22 39	FOLDING PANEL PARTITIONS	-	-	42,235	42,235	
10 26 13	CORNER GUARDS	941	1,108	-	2,049	
10 28 13	TOILET ACCESSORIES	-	-	15,520	15,520	
10 44 00	FIRE PROTECTION SPECIALTIES	-	-	13,141	13,141	
10 44 15	KNOX BOX	627	2,640	-	3,267	
10 51 13	METAL LOCKERS	-	-	4,300	4,300	
10 56 13	METAL STORAGE SHELVING	-	-	53,800	53,800	
10 73 00	PROTECTIVE COVERS	-	-	44,420	44,420	
10 75 00	FLAGPOLES	-	-	4,924	4,924	
DIV 11	EQUIPMENT					
11 16 00	VAULT EQUIPMENT	428	3,985	-	4,413	
11 31 00	RESIDENTIAL APPLIANCES	606	5,282	-	5,888	
11 40 00	FOODSERVICE EQUIPMENT	-	-	844,361	844,361	
11 47 00	ICE MACHINES	1,568	6,040	-	7,608	
11 52 00	AUDIO-VISUAL EQUIPMENT	-	-	7,849	7,849	
11 52 13	PROJECTION SCREENS	-	-	17,000	17,000	
11 61 43	STAGE CURTAINS	-	-	25,500	25,500	
11 66 23	GYMNASIUM EQUIPMENT	-	-	67,620	67,620	
11 66 53	GYMNASIUM DIVIDERS	-	-	5,476	5,476	
11 68 00	PLAY FIELD EQUIPMENT & STRUCTURES	-	-	0	0	
11 68 24	EXTERIOR BASKETBALL EQUIPMENT	-	-	0	0	
11 95 13	KILNS	-	-	11,075	11,075	

EXHIBIT 'A'

SECTION	DESCRIPTION	BASE BID				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
DIV 12	FURNISHINGS					
12 21 00	WINDOW BLINDS	-	-	12,420	12,420	
12 30 00	CASEWORK	-	-	411,900	411,900	
12 93 13	BICYCLE RACKS	1,568	2,410	-	3,978	
12 93 43	SITE BENCHES	3,135	6,792	-	9,927	
DIV 13	SPECIAL CONSTRUCTION					
DIV 14	CONVEYING EQUIPMENT					
14 24 00	HYDRAULIC ELEVATORS	-	-	105,913	105,913	
DIV 21	FIRE SUPPRESSION					
21 10 00	FIRE SUPPRESSION SYSTEMS	-	-	365,000	365,000	
DIV 22	PLUMBING					
22 00 00	PLUMBING	-	-	2,355,055	2,355,055	
DIV 23	HVAC					
23 00 00	HVAC	-	-	2,550,500	2,550,500	
23 00 10	HVAC FILTER CHANGES	-	-	5,000	5,000	
23 05 00	MEP COORDINATION	15,000	-	-	15,000	
DIV 25	INTEGRATED AUTOMATION					
25 00 00	INTEGRATED AUTOMATION CONTROL	-	-	0	0	
DIV 26	ELECTRICAL					
26 00 00	ELECTRICAL	-	-	3,230,882	3,230,882	
26 00 05	ROUGH IN/BACK BOXES - LOW VOLTAGE	-	-	50,000	50,000	
26 00 10	PERMANENT POWER START UP	-	-	81,809	81,809	
26 41 00	LIGHTNING PROTECTION	-	-	0	0	
DIV 27	COMMUNICATIONS					
27 10 00	STRUCTURED CABLING	-	-	298,300	298,300	
27 32 43	CAMPUS RADIO ANTENNA SYSTEM	-	-	57,050	57,050	
27 41 16	INTEGRATED AUDIO-VIDEO SYSTEMS & EQUIPMENT	-	-	360,400	360,400	
27 51 23	INTERCOMMUNICATIONS & PROGRAM SYSTEMS	-	-	118,616	118,616	
27 51 29	EMERGENCY RADIO COMM ENHANCEMENT SYSTEM	-	-	48,230	48,230	
DIV 28	ELECTRONIC SAFETY & SECURITY					
28 13 00	ACCESS CONTROL SYSTEM	-	-	0	0	
28 16 00	INTRUSION DETECTION SYSTEM	-	-	0	0	
28 23 00	VIDEO SURVEILLANCE SYSTEM	-	-	434,250	434,250	
28 31 00	FIRE DETECTION & ALARM SYSTEM	-	-	160,753	160,753	
DIV 31	EARTHWORK					
31 20 00	EARTHWORK	-	-	766,578	766,578	
31 22 16	FINAL GRADING	31,266	13,165	-	44,431	
31 23 10	STOCKPILE, SPREAD, & GRADE SPOILS	73,478	51,563	-	125,041	
31 31 00	SOIL TREATMENT	-	-	8,481	8,481	
31 32 00	SOIL STABILIZATION	-	-	0	0	
31 63 29	DRILLED CONCRETE PIERS & SHAFTS	-	-	0	0	
DIV 32	EXTERIOR IMPROVEMENTS					
32 01 11	CLEAN PAVING & SIDEWALKS	5,560	-	-	5,560	
32 13 75	REMOVE STRIP/CLEAN PAVING JOINTS	22,789	-	-	22,789	
32 16 15	BACKFILL CURBS	8,635	-	-	8,635	
32 17 23	PAVEMENT MARKINGS	-	-	81,403	81,403	
32 31 00	FENCES & GATES	-	-	162,088	162,088	
32 32 00	RETAINING WALLS	-	-	36,125	36,125	
32 80 00	IRRIGATION	-	-	67,906	67,906	
32 80 10	IRRIGATION SLEEVES	-	-	7,540	7,540	
32 90 00	LANDSCAPING	-	-	197,268	197,268	
32 95 00	LANDSCAPE MAINTENANCE	-	-	18,000	18,000	
DIV 33	UTILITIES					
33 00 00	SITE UTILITIES	-	-	1,243,146	1,243,146	
35 00 00	PUNCH LIST	16,464	3,690	-	20,154	
	ACCEPTED COST SAVING ITEMS	-	-	(404,396)	(404,396)	

EXHIBIT 'A'

SECTION	DESCRIPTION	BASE BID				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
	SUB TOTAL - COST OF WORK ITEMS	641,744	825,194	32,409,123	33,876,061	
	BUILDING PERMIT - MONTGOMERY COUNTY				40,710	
	PAYMENT & PERFORMANCE BOND				272,204	
	BUILDER'S RISK - FLOOD				-	
	TOTAL - COST OF WORK ITEMS				34,188,975	
	GENERAL CONDITIONS - 2.69%				827,373	
	CM FEE - 1.59%				485,483	
	PRECONSTRUCTION FEE				22,500	
	DEDUCT CM FEE ON SELF-PERFORMED WORK ITEMS				(10,670)	
	WARRANTY - 0.15%				56,900	
	TOTAL - BASE BID				35,570,562	
	ALTERNATES					
	ALTERNATE #1A: Temptrol AHUs			768,046	-	
	ALTERNATE #1B: Trane AHUs			606,213	-	
	ALTERNATE #1C: Carrier AHUs			-	-	
	ALTERNATE #1D: Daikin AHUs			-	-	
	ALTERNATE #1E: York AHUs			516,599	516,599	
	ALTERNATE #2A: Trane Chillers			636,904	-	
	ALTERNATE #2B: Carrier Chillers			584,857	584,857	
	ALTERNATE #3A: Marley Cooling Towers			224,035	224,035	
	ALTERNATE #3B: BAC Cooling Towers			235,632	-	
	ALTERNATE #3C: Evapco Cooling Towers			197,678	-	
	ALTERNATE #4A: DDC by Unify			521,870	-	
	ALTERNATE #4B: DDC by Automated Logic			492,350	492,350	
	ALTERNATE #4C: DDC by Trane			622,027	-	
	ALTERNATE #4D: DDC by Carrier			NO BID	-	
	ALTERNATE #5A: Lighting Controls by Wattstopper			308,283	308,283	
	ALTERNATE #5B: Lighting Controls by Acuity			NO BID	-	
	ALTERNATE #5C: Lighting Controls by Enlighted			NO BID	-	
	ALTERNATE #6A: Brick by Upchurch Kimbrough			408,640	-	
	ALTERNATE #6B: Brick by Acme Brick			317,234	-	
	ALTERNATE #6B" Brick (Econo King) by Acme Brick			236,581	236,581	
	ALTERNATE #7: LVT in Lieu of Linoleum			See Cost Savings	-	
	ALTERNATE #8: Vinyl Sheet Flooring In Lieu of Linoleum			See Cost Savings	-	
	TOTAL - GMP (BASE BID + ACCEPTED ALTERNATES + ACCEPTED COST SAVING ITEMS)				37,933,268	



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)
Conroe Independent School District**

PROJECT MANUAL

Bid Set Issued December 5, 2022

I. PROPOSAL DOCUMENTS

AA Notice for Subcontractor Proposals
AB Instructions to Subcontractor-Vendor Proposers
AC Subcontractor Proposal Form
AD Proposed Subcontractor Form
AE Certification of Criminal History Record Information
AF Subcontractor-Manufacturer Prequalification
AG Equal Employment Opportunity Affidavit
AH Indemnity and Hold Harmless Agreement
AI Waiver, Release and Indemnity Agreement
AJ Prevailing Wage Rate
AK Felony Conviction Notification
AL Certification of Project Compliance
AM Conflict of Interest
AN Proposal Phase Procedures
AP Criminal History Certification
AR Disclosure of Interested Parties
AS Prohibiting Contracts with Companies Boycotting Israel
AT Texas SB 252 – Chapter 2252 Certification

II. CONTRACT FORMS

BA Contract Documents
BB Performance Bond Form
BC Payment Bond Form
CA General Conditions *AIA A201-2017*
CB Supplementary Conditions
CC Subcontractor Change Order Form

III. SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01 10 00 Summary of work
01 11 23 Code Summary
01 11 26 Owner Provided Documents
01 21 00 Allowances
01 22 00 Unit Prices
01 23 00 Alternates (Revised in Addendum 4)
01 25 00 Request for Substitution Procedures (Revised in Addendum 1)
01 26 00 Contract Administration Document Management
01 29 73 Schedule of Values
01 29 76 Process Payment Procedures



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)
Conroe Independent School District**

PROJECT MANUAL

01 31 00 Project Management Software
01 31 13 Project Coordination
01 31 19 Project Meetings
01 31 29 Notification of Architect Requirements
01 33 00 Submittals Procedures
01 33 10 BIM Coordination Drawings
01 35 23 Owner Site Rules
01 42 13 Abbreviations and Acronyms
01 45 23 Testing and Inspection Services
01 45 23.13 Observation Procedures
01 50 00 Temporary Facilities and Controls
01 56 39 Temporary Tree and Plant Protection
01 77 00 Close-Out Procedures
01 78 23 Operating and Maintenance Manuals
01 91 19.43 Building Enclosure Commissioning

DIVISION 2 – EXISTING CONDITIONS

02 32 00 Geotechnical Investigation

DIVISION 3 – CONCRETE

03 15 19 Below Slab Vapor Membrane
03 15 19 Below Slab Vapor Membrane-GMP
03 30 00 Cast-in-Place Concrete (Revised in Addendum 2)
03 52 16.19 Lightweight Insulating Concrete

DIVISION 4 – MASONRY

04 05 23 Concealed Masonry Lintel System
04 20 00 Unit Masonry
04 23 00 Glass Unit Masonry
04 72 00 Cast Stone Masonry

DIVISION 5 – METALS

05 12 00 Structural Steel Framing
05 21 00 Steel Joist Framing
05 31 00 Steel Decking
05 41 00 Structural Metal Stud Framing
05 50 00 Metal Fabrications
05 51 00 Metal Stairs
05 52 13 Pipe and Tube Railing
05 58 00 Formed Metal Covers and Wraps



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)
Conroe Independent School District**

PROJECT MANUAL

DIVISION 6 – WOOD AND PLASTICS

06 10 00 Rough Carpentry
06 20 00 Finish Carpentry

DIVISION 7 – THERMAL AND MOISTURE 1 PROTECTION

07 17 16 Bentonite Composite Sheet Waterproofing
07 19 00 Water Repellants
07 21 00 Thermal Insulation
07 25 00 Weather Barrier
07 41 13 Metal Roof Panels
07 52 50 Modified Bitumen 'Cool Roof' Membrane Roofing System
07 62 00 Sheet Metal Flashing
07 65 26 Self-Adhering Sheet Flashing
07 72 00 Roof Accessories
07 72 23 Roof Hatches and Vents
07 81 16 Cementitious Fireproofing
07 84 13 Penetration Firestopping
07 92 00 Joint Sealants
07 95 00 Expansion Joint Covers

DIVISION 8 – DOORS AND WINDOWS

08 11 13 Hollow Metal Doors and Frames
08 14 23.16 Plastic-Laminate-Faced Wood Doors
08 33 23 Overhead Coiling Doors
08 33 26.16 Overhead Coiling Grilles
08 33 26.16 Overhead Coiling Grilles-Electric
08 34 73 Sound Control Doors Assemblies
08 56 19 Interior Transaction Windows
08 63 00 Metal Framed Skylights
08 71 00 Door Hardware (Replaced in Addendum 5)
08 80 00 Glazing
08 87 23 Security and Safety Film
08 90 00 Louvers and Vents (Revised in Addendum 1)

DIVISION 9 – FINISHES

09 21 13 Plaster Assemblies
09 21 16 Gypsum Board Assemblies
09 30 13 Tiling
09 51 13 Acoustical Tile Ceilings
09 61 43 Concrete Floor Sealer
09 62 23 Resilient Sports Flooring
09 64 19.16 Wood Gymnasium Flooring (Removed in Addendum 2)
09 64 19.19 Oak Stage Flooring and Stairs



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)
Conroe Independent School District**

PROJECT MANUAL

09 64 19.23 Wood Stage Flooring - Pine
09 65 16.01 Resilient Flooring - Linoleum
09 65 16.02 Alternate Resilient Flooring - Homogenous Vinyl Sheet Flooring
09 65 19 Alternate Resilient Flooring - LVT
09 67 16.13 Seamless Epoxy Flooring
09 68 19 Carpet (Factory Applied Adhesive) (Revised in Addendum 4)
09 77 83 Cementitious Wood Fiber Wall Panels
09 84 33 Sound-Absorbing Wall Units
09 91 00 Painting and Re-Painting (SW)

DIVISION 10 – SPECIALTIES

10 10 00 Miscellaneous Specialties
10 11 16 Markerboards
10 11 23 Tackboards.
10 12 00 Manufactured Display Cases (Revised in Addendum 2)
10 14 00 Signage
10 14 53 Traffic Signage
10 14 63 Electronic Message Signage
10 21 13.19 Plastic Toilet Partitions
10 22 56 Operable Paired-Panel Walls (Revised in Addendum 2)
10 26 13 Corner Guards (PVC)
10 44 00 Toilet, Bath and Laundry Accessories
10 44 13 Fire Extinguisher and Cabinets
10 51 13 Metal Lockers
10 56 26 Industrial Metal Storage Shelving
10 73 26 Aluminum Walkway Covering
10 75 00 Flagpoles

DIVISION 11 – EQUIPMENT

11 16 16 Safes
11 31 00 Residential Appliances
11 40 00 Foodservice (Revised in Addendum 4)
11 52 13 Projection Screens
11 52 23 Audio-Visual Equipment Supports
11 61 43 Stage Curtains
11 66 23 Gymnasium Equipment (Revised in Addendum 2)

DIVISION 12 – FURNISHINGS

12 21 13 Horizontal Louver Blinds
12 32 16 Manufactured Plastic-Laminate-Clad Casework
12 93 43 Site Furnishings



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)
Conroe Independent School District**

PROJECT MANUAL

DIVISION 14 – CONVEYING SYSTEMS

14 24 00 Hydraulic Elevators

DIVISION 21 – FIRE PROTECTION

21 00 00 Fire Protection

21 02 01 Coordination Drawings

21 05 29 Hangers and Supports for Fire Suppression Piping and Equipment

21 13 13 Wet Pipe Sprinkler System

DIVISION 22 – PLUMBING

22 02 00 Basic Materials and Methods for Plumbing

22 02 01 Coordination Drawings

22 05 13 Common Motor Requirements for Plumbing Equipment

22 05 16 Expansion Fittings and Loops for Plumbing Piping

22 05 29 Hangers and Support for Plumbing Piping and Equipment

22 05 48 Vibration and Seismic Controls for Plumbing Piping

22 05 53 Identification for Plumbing Piping and Equipment

22 07 16 Plumbing Equipment Insulation

22 07 19 Plumbing Piping Insulation

22 08 00 Commissioning of Plumbing Systems

22 10 00 Plumbing Piping

22 11 19 Plumbing Specialties

22 11 21 Natural Gas Piping Systems

22 30 00 Plumbing Equipment

22 40 00 Plumbing Fixtures

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

23 02 00 Basic Materials and Methods for HVAC

23 02 01 Coordination Drawings

23 05 13 Common Motor Requirements for HVAC Equipment

23 05 16 Expansion Fittings and Loops for HVAC Piping

23 05 26 Variable Frequency Motor Speed Control for HVAC Equipment

23 05 29 Hangers and Supports for Piping and Equipment - HVAC

23 05 48 Vibration and Seismic Controls for HVAC Piping and Equipment

23 05 53 Identification for HVAC Piping and Equipment

23 05 93 Testing, Adjusting, And Balancing

23 07 13 Duct Insulation

23 07 16 HVAC Equipment Insulation

23 07 19 HVAC Piping Insulation

23 08 00 Commissioning of HVAC Systems

23 09 53 Refrigerant Monitor System

23 09 63 Energy Management and Control System (EMCS) (Revised in Addendum 4)



**New K-4th Grade Elementary School
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PROJECT MANUAL

23 21 13 Above Ground Hydronic Piping
23 21 19 Hydronic Specialties
23 21 23 Hydronic Pumps
23 23 00 Refrigerant Piping
23 25 13 Water Treatment for Closed Loop Hydronic Systems
23 25 16 Water Treatment for Open Loop Hydronic Systems
23 31 13 Metal Ductwork
23 33 00 Ductwork Accessories
23 34 00 HVAC Fans
23 36 16 Single Duct VAV Terminal Units
23 36 23 Dual Duct Air Terminal Units
23 37 13 Air Distribution Devices
23 37 23 HVAC Gravity Ventilators
23 41 00 Air Filters
23 41 01 Air Purification System
23 52 16 Condensing Boilers
23 52 33 Non-Condensing Boilers
23 62 13 Air Cooled Condensing Units
23 64 26 Rotary Screw Water Chillers (Revised in Addendum 4)
23 65 15 Open Circuit Crossflow Cooling Tower
23 73 13 Modular Indoor Central Station Air Handling Units
23 74 16 Rooftop Heating and Cooling Units (Electric Cooling - Gas Heating)
23 82 19 Fan Coil Unit

DIVISION 26 – ELECTRICAL

26 02 00 Basic Materials and Methods for Electrical
26 02 01 Coordination Drawings for Electrical
26 05 19 Wire, Cable and Related Materials
26 05 26 Grounding
26 05 33 Raceways
26 05 73 Short Circuit Coordination Study Arc Flash Hazard Analysis
26 06 34 Low Voltage Raceway System
26 08 00 Commissioning of Electrical Systems
26 09 13 Electrical Power Monitoring and Control
26 09 43.13 Digital Lighting Controls
26 21 13 Electrical Service Entrance
26 22 13 Low Voltage Distributions Transformers
26 22 22 Low Voltage Harmonic Mitigating Distribution Transformers
26 23 00 Main Circuit Breaker Switchboards
26 24 16 Panelboards
26 27 26 Wiring Devices
26 28 13 Fuses
26 28 16 Safety and Disconnect Switches
26 29 26 Miscellaneous Electrical Controls and Wiring
26 32 13.16 Natural Gas Engine-Driven Standby Generating System



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PROJECT MANUAL

26 43 13 Surge Protective Device (SPD) - Service Entrance
26 43 13.13 Surge Protective Devices (SPD) - Standard Interrupting
26 51 19 Lighting Fixtures - Light Emitting Diode (LED)

DIVISION 27 – COMMUNICATIONS

27 02 00 Basic Materials and Methods for Communications Systems
27 05 26 Grounding and Bonding for Communications Systems
27 05 28 Pathways for Communications Systems
27 05 43 Underground Ducts and Raceways for Communications Systems
27 11 00 Communications Room Fittings
27 13 00 Communications Backbone Cabling
27 15 00 Communications Horizontal Cabling
27 41 16 Integrate Audio-Video System and Equipment
27 51 23 Intercommunications and Program Systems
27 51 29 First Responder Antenna System
27 51 43 Campus Radio Antenna System

DIVISION 28 – SAFETY AND SECURITY

28 02 00 Basic Materials and Methods for Safety and Security Systems
28 10 00 Access Control System
28 20 00 Video Surveillance System
28 31 00 Intrusion Detection System
28 46 00 Fire Detection and Notification System

DIVISION 31 – EARTHWORK

31 11 00 Clearing and Grubbing
31 20 00 Earth Moving
31 22 19 Finish Grade
31 23 33 Trenching and Backfilling and Compaction
31 25 00 Erosion and Sediment Control
31 31 16 Termite Control
31 32 13.19 Lime Soil Stabilization

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 13 13 Concrete Paving and Flatwork
32 17 23.13 Painted Pavement Markings
32 31 13 Chain Link Fences and Gates
32 31 19 Decorative Fences and Gates (Aluminum)
32 84 23 Underground Sprinklers
32 92 00 Sodding
32 93 00 Landscaping



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DIVISION 33 – UTILITIES

33 10 00 Water Distribution
33 30 00 Sanitary Sewer
33 40 00 Storm Drainage



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LIST OF DRAWINGS (Dated 12/05/2022)

SHEET NO.	SHEET NAME
G0.00	COVER SHEET
G1.00	GENERAL/CODE INFORMATION
G1.01	CODE REVIEW
G1.02	LIFE SAFETY PLANS
CA0.00	OVERALL SITE PLAN
CA1.00	SITE PLAN (Replaced in Addendum 4)
CA1.01	DIMENSIONAL SITE PLAN (Replaced in Addendum 1)
CA1.02	ENLARGED SITE PLAN
CA1.03	SITE DETAILS
CA1.04	SITE DETAILS
L1.01	LANDSCAPE PLAN
L1.02	IRRIGATION PLAN
L1.03	LANDSCAPE AND IRRIGATION DETAILS
C0.01	CIVIL GENERAL CONSTRUCTION NOTES
C1.01	PLAT
C1.02	TOPOGRAPHIC SURVEY
C2.01	CIVIL SITE PLAN
C2.02	SITE EROSION CONTROL PLAN
C2.03	SITE FIRE APPARATUS ACCESS PLAN
C2.04	EXISTING DRAINAGE PLAN
C3.00	OVERALL SITE GRADING PLAN
C3.01	DETAILED SITE GRADING PLAN (SHEET 1 OF 2)
C3.02	DETAILED SITE GRADING PLAN (SHEET 2 OF 2)
C3.03	ENLARGED SITE GRADING PLANS (SHEET 1 OF 3)
C3.04	ENLARGED SITE GRADING PLANS (SHEET 2 OF 3)
C3.05	ENLARGED SITE GRADING PLANS (SHEET 3 OF 3)
C3.06	POST ADDENDUM NO. 1 (Added in Addendum 5)
C4.00	OVERALL UTILITY PLAN
C4.01	DETAILED SITE UTILITY PLAN (SHEET 1 OF 2)
C4.02	DETAILED SITE UTILITY PLAN (SHEET 2 OF 2)
C5.00	OVERALL DRAINAGE PLAN
C5.01	DETAILED SITE DRAINAGE PLAN (SHEET 1 OF 2)
C5.02	DETAILED SITE DRAINAGE PLAN (SHEET 2 OF 2)
C5.03	SITE DRAINAGE AREA MAP
C5.04	SITE DRAINAGE CALCULATIONS
C6.01	SCHOOL ZONE AND SIGNAGE PLAN
C7.01	CIVIL DETAILS (SHEET 1 OF 3)
C7.02	CIVIL DETAILS (SHEET 2 OF 3)
C7.03	CIVIL DETAILS (SHEET 3 OF 3)
S0.00	GENERAL NOTES



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LIST OF DRAWINGS (Dated 12/05/2022)

S0.01A	GENERAL NOTES
S0.01B	1 GENERAL NOTES
S0.01C	UPLIFT KEY PLAN
S0.02	TYPICAL DETAILS
S0.03	TYPICAL FRAMING DETAILS
S0.04	TYPICAL FRAMING DETAILS
S0.05	ISOMETRIC VIEWS
S1.00	COMPOSITE FOUNDATION PLAN
S1.01	FOUNDATION PLAN AREA 'A'
S1.02	FOUNDATION PLAN AREA 'B'
S1.03	FOUNDATION PLAN AREA 'C'
S1.04	FOUNDATION PLAN AREA 'D'
S1.05	FOUNDATION PLAN AREA 'E'
S1.06	RETAINING WALL FOUNDATION PLAN AREA 'C' & DETAILS (Replaced in Add. 5)
S2.00	COMPOSITE SECOND FLOOR FRAMING PLAN
S2.01	SECOND FLOOR FRAMING PLAN AREA 'A'
S2.02	SECOND FLOOR AND LOW ROOF FRAMING PLAN AREA 'B'
S2.03	SECOND FLOOR AND LOW ROOF FRAMING PLAN AREA 'C'
S2.04	SECOND FLOOR AND LOW ROOF FRAMING PLAN AREA 'D'
S2.05	SECOND FLOOR AND LOW ROOF FRAMING PLAN AREA 'E'
S3.00	COMPOSITE ROOF FRAMING PLAN
S3.01	ROOF FRAMING PLAN AREA 'A'
S3.02	ROOF FRAMING PLAN AREA 'B'
S3.03	ROOF FRAMING PLAN AREA 'C'
S3.04	ROOF FRAMING PLAN AREA 'D'
S3.05	ROOF FRAMING PLAN AREA 'E'
S4.01	FOUNDATION DETAILS
S4.02	FOUNDATION DETAILS
S4.03	FOUNDATION DETAILS
S5.01	FLOOR FRAMING DETAILS
S5.02	FLOOR FRAMING DETAILS
S5.03	FLOOR FRAMING DETAILS
S6.01	ROOF FRAMING DETAILS
S6.02	ROOF FRAMING DETAILS
S6.03	ROOF FRAMING DETAILS
S7.01	BRACING ELEVATIONS & DETAILS
A1.01	COMPOSITE FLOOR PLAN - 1ST FLOOR
A1.02	COMPOSITE FLOOR PLAN - 2ND FLOOR
A2.01	1ST FLOOR PLAN AREA 'A1' (Replaced in Addendum 2)
A2.02	1ST FLOOR PLAN AREA 'B1' (Replaced in Addendum 1)
A2.03	1ST FLOOR PLAN AREA 'C1'
A2.04	1ST FLOOR PLAN AREA 'D1'
A2.05	1ST FLOOR PLAN AREA 'E1' (Replaced in Addendum 1)
A2.06	2ND FLOOR PLAN AREA 'A2' & 'B2' (Replaced in Addendum 1)
A2.07	2ND FLOOR PLAN AREA 'C2'



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LIST OF DRAWINGS (Dated 12/05/2022)

A2.08	2ND FLOOR PLAN AREA 'E2' & 'D2'
A2.09	DOOR SCHEDULES (Replaced in Addendum 2)
A2.10	WINDOW SCHEDULES (Replaced in Addendum 2)
A2.11	1 FINISH SCHEDULE
A3.01	PLAN DETAILS
A4.01	ROOF DETAILS
A4.02	ROOF PLAN (Replaced in Addendum 1)
A5.01	ENLARGED RESTROOM PLANS (Replaced in Addendum 2)
A5.02	ENLARGED STAIR-ELEVATOR PLANS & DETAILS (Replaced in Addendum 1)
A5.03	ENLARGED STAIR-ELEVATOR SECTIONS & DETAILS (Replaced in Addendum 4)
A6.01	PARTITION TYPES AND WALL SECTION DETAILS
A6.02	1ST FLOOR COMPOSITE SECTION PLAN
A6.03	2ND FLOOR COMPOSITE SECTION PLAN
A6.04	WALL SECTIONS
A6.05	WALL SECTIONS
A6.06	WALL SECTIONS (Replaced in Addendum 1)
A6.07	WALL SECTIONS
A6.08	WALL SECTIONS
A6.09	WALL SECTIONS (Replaced in Addendum 2)
A7.01	EXTERIOR ELEVATIONS
A7.02	EXTERIOR ELEVATIONS
A7.03	EXTERIOR ELEVATIONS
A7.04	INTERIOR ELEVATIONS
A7.05	INTERIOR ELEVATIONS
A7.06	INTERIOR ELEVATIONS
A7.07	INTERIOR ELEVATIONS
A8.01	CASEWORK SECTIONS
A8.02	CASEWORK ELEVATIONS
A8.03	CASEWORK ELEVATIONS
A9.01	FRAME ELEVATIONS (Replaced in Addendum 2)
A9.02	EXTERIOR OPENING DETAILS
A9.03	INTERIOR OPENING DETAILS
A10.01	1ST FLOOR RCP AREA 'A1'
A10.02	1ST FLOOR RCP AREA 'B1'
A10.03	1ST FLOOR RCP AREA 'C1'
A10.04	1ST FLOOR RCP AREA 'D1'
A10.05	1ST FLOOR RCP AREA 'E1'
A10.06	2ND FLOOR RCP - MEZZ & AREA 'C2'
A10.07	2ND FLOOR RCP - AREA 'D2' & RCP DETAILS
A11.00	INTERIOR FINISH LEGEND
A11.01	1ST & 2ND FLOOR INTERIOR COMPOSITE PLAN
A11.02	1ST FLOOR INTERIOR PLAN AREA 'A1'
A11.03	1ST FLOOR INTERIOR PLAN AREA 'B1'
A11.04	1ST FLOOR INTERIOR PLAN AREA 'C1'
A11.05	1ST FLOOR INTERIOR PLAN AREA 'D1'
A11.06	1ST FLOOR INTERIOR PLAN AREA 'E1' (Replaced in Addendum 2)



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LIST OF DRAWINGS (Dated 12/05/2022)

A11.07	2ND FLOOR INTERIOR PLAN AREA 'C2' (Replaced in Addendum 1)
A11.08	2ND FLOOR INTERIOR PLAN AREA 'B2' & 'D2'
A12.01	1ST FLOOR PLAN - ROOM GRAPHICS (Replaced in Addendum 4)
A12.02	1ST FLOOR GRAPHIC SCHEDULE (Replaced in Addendum 4)
A12.03	2ND FLOOR PLAN - ROOM GRAPHICS & SCHEDULES (Replaced in Addendum 4)
A12.04	1 GRAPHIC SIGNAGE (Replaced in Addendum 1)
K1	FS EQUIPMENT PLAN
K1.1	FS FACILITY MODEL
K1.2	FS EQUIPMENT MODEL
K1.3	FS SPECIAL CONDITIONS PLAN
K1.4	FS PLUMBING PLAN
K1.5	FS ELECTRICAL PLAN (Replaced in Addendum 4)
K1.6	FS EXHAUST HOOD DATA
K1.7	FS CONDENSING UNITS
K1.8	FS COLD STORAGE ASSEMBLY
K1.9	FS RO SYSTEM
K1.10	FS SERVING COUNTERS
K1.11	FS ELEVATIONS
K2	FS SECTIONS & DETAILS
K2.1	FS DETAILS
M0.00	MECHANICAL SYMBOLS LEGEND
M2.01	LEVEL 1 MECHANICAL PLAN AREA 'A1' (Replaced in Addendum 4)
M2.02	LEVEL 1 MECHANICAL PLAN AREA 'B1' (Replaced in Addendum 4)
M2.03	LEVEL 1 MECHANICAL PLAN AREA 'C1'
M2.04	LEVEL 1 MECHANICAL PLAN AREA 'D1'
M2.05	LEVEL 1 MECHANICAL PLAN AREA 'E1'
M2.06	LEVEL 2 MECHANICAL PLAN AREA 'B2' (Replaced in Addendum 4)
M2.07	LEVEL 2 MECHANICAL PLAN AREA 'C2'
M2.08	LEVEL 2 MECHANICAL PLAN AREA 'D2' (Replaced in Addendum 4)
M2.09	LEVEL 2 MECHANICAL PLAN AREA 'E2'
M2.10	MECHANICAL ROOF PLAN AREA 'A1'
M2.11	MECHANICAL ROOF PLAN AREA 'B1'
M2.12	MECHANICAL ROOF PLAN AREA 'C1'
M2.13	MECHANICAL ROOF PLAN AREA 'D1'
M2.14	MECHANICAL ROOF PLAN AREA 'E1'
M3.01	ENLARGED CENTRAL PLANT MECHANICAL PLAN (Replaced in Addendum 4)
M4.01	MECHANICAL SCHEDULES (Replaced in Addendum 3)
M4.02	MECHANICAL SCHEDULES (Replaced in Addendum 4)
M4.03	MECHANICAL SCHEDULES
M5.01	MECHANICAL DETAILS
M5.02	MECHANICAL DETAILS
M6.01	CENTRAL PLANT FLOW DIAGRAMS
M6.02	CENTRAL PLANT FLOW DIAGRAMS
M7.01	MECHANICAL CONTROL DIAGRAMS (Replaced in Addendum 4)



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LIST OF DRAWINGS (Dated 12/05/2022)

M7.02	MECHANICAL CONTROL DIAGRAMS (Replaced in Addendum 4)
M7.03	MECHANICAL CONTROL DIAGRAMS (Replaced in Addendum 4)
M7.04	MECHANICAL CONTROL DIAGRAMS (Replaced in Addendum 4)
M7.05	MECHANICAL CONTROL DIAGRAMS (Replaced in Addendum 4)
E0.01	ELECTRICAL SYMBOL LEGEND
E1.01	ELECTRICAL SITE PLAN (Replaced in Addendum 4)
EL2.01	LEVEL 1 LIGHTING 1 PLAN AREA 'A1' (Replaced in Addendum 4)
EL2.02	LEVEL 1 LIGHTING PLAN AREA 'B1' (Replaced in Addendum 4)
EL2.03	LEVEL 1 LIGHTING PLAN AREA 'C1' (Replaced in Addendum 4)
EL2.04	LEVEL 1 LIGHTING PLAN AREA 'D1' (Replaced in Addendum 4)
EL2.05	LEVEL 1 LIGHTING PLAN AREA 'E1' (Replaced in Addendum 4)
EL2.06	LEVEL 2 LIGHTING PLAN AREA 'B2'
EL2.07	LEVEL 2 LIGHTING PLAN AREA 'C2' (Replaced in Addendum 4)
EL2.08	LEVEL 2 LIGHTING PLAN AREA 'D2'
EP2.01	LEVEL 1 POWER PLAN AREA 'A1' (Replaced in Addendum 4)
EP2.02	LEVEL 1 POWER PLAN AREA 'B1' (Replaced in Addendum 4)
EP2.03	LEVEL 1 POWER PLAN AREA 'C1' (Replaced in Addendum 4)
EP2.04	LEVEL 1 POWER PLAN AREA 'D1'
EP2.05	LEVEL 1 POWER PLAN AREA 'E1' (Replaced in Addendum 3)
EP2.06	LEVEL 2 POWER PLAN AREA 'B2' (Replaced in Addendum 4)
EP2.07	LEVEL 2 POWER PLAN AREA 'C2'
EP2.08	LEVEL 2 POWER PLAN AREA 'D2' (Replaced in Addendum 3)
EP2.09	ELECTRICAL ROOF PLAN AREA 'A1'
EP2.10	ELECTRICAL ROOF PLAN AREA 'B1'
EP2.11	ELECTRICAL ROOF PLAN AREA 'C1'
EP2.12	ELECTRICAL ROOF PLAN AREA 'D1'
EP2.13	ELECTRICAL ROOF PLAN AREA 'E1'
EP3.01	ELECTRICAL FOOD SERVICE PLAN (Replaced in Addendum 4)
EP3.02	ENLARGED MECHANICAL AND TYPICAL CLASSROOM (Replaced in Addendum 4)
E4.01	ELECTRICAL ONE LINE DIAGRAM (Replaced in Addendum 4)
E4.02	ELECTRICAL ONE LINE DIAGRAM (Replaced in Addendum 4)
E4.03	ELECTRICAL SCHEDULES (Added in Addendum 4)
E5.01	ELECTRICAL SCHEDULES (Replaced in Addendum 4)
E5.02	ELECTRICAL PANELBOARD SCHEDULES (Replaced in Addendum 4)
E5.03	ELECTRICAL PANELBOARD SCHEDULES (Replaced in Addendum 4)
E5.04	ELECTRICAL PANELBOARD SCHEDULES (Replaced in Addendum 4)
E6.01	ELECTRICAL DETAILS (Replaced in Addendum 3)
E6.02	ELECTRICAL DETAILS
E6.03	ELECTRICAL DETAILS
E6.04	ELECTRICAL DETAILS
P0.01	PLUMBING SYMBOLS LEGEND
P1.00	PLUMBING SITE PLAN (Replaced in Addendum 3)
P1.01	UNDERGROUND PLUMBING PLAN AREA 'A1'
P1.02	UNDERGROUND PLUMBING PLAN AREA 'B1' (Replaced in Addendum 4)



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LIST OF DRAWINGS (Dated 12/05/2022)

P1.03	UNDERGROUND PLUMBING PLAN AREA 'C1'
P1.04	UNDERGROUND PLUMBING PLAN AREA 'D1'
P1.05	UNDERGROUND PLUMBING PLAN AREA 'E1' (Replaced in Addendum 3)
P2.01	LEVEL 1 PLUMBING PLAN AREA 'A1'
P2.02	LEVEL 1 PLUMBING PLAN AREA 'B1' (Replaced in Addendum 4)
P2.03	LEVEL 1 PLUMBING PLAN AREA 'C1'
P2.04	LEVEL 1 PLUMBING PLAN AREA 'D1'
P2.05	LEVEL 1 PLUMBING PLAN AREA 'E1' (Replaced in Addendum 3)
P2.06	LEVEL 2 PLUMBING PLAN AREA 'B2'
P2.07	LEVEL 2 PLUMBING 1 PLAN AREA 'C2'
P2.08	LEVEL 2 PLUMBING PLAN AREA 'D2'
P2.09	PLUMBING ROOF PLAN AREA 'A1'
P2.10	PLUMBING ROOF PLAN AREA 'B1'
P2.11	PLUMBING ROOF PLAN AREA 'C1'
P2.12	PLUMBING ROOF PLAN AREA 'D1'
P2.13	PLUMBING ROOF PLAN AREA 'E1' (Replaced in Addendum 3)
P3.01	PLUMBING FOOD SERVICE PLAN (Replaced in Addendum 4)
P4.01	PLUMBING SCHEDULES (Replaced in Addendum 4)
P4.02	PLUMBING DETAILS
P4.03	PLUMBING DETAILS
P5.01	PLUMBING RISER DIAGRAM (Replaced in Addendum 3)
T0.01	TECHNOLOGY SYMBOLS LEGEND (Replaced in Addendum 3)
T1.00	TECHNOLOGY SITE PLAN
T1.01	LEVEL 1 TECHNOLOGY COMPOSITE PLAN
T1.02	LEVEL 2 TECHNOLOGY COMPOSITE PLAN
T2.01	LEVEL 1 TECHNOLOGY / SECURITY PLAN AREA 'A1' (Replaced in Addendum 3)
T2.02	LEVEL 1 TECHNOLOGY / SECURITY PLAN AREA 'B1' (Replaced in Addendum 3)
T2.03	LEVEL 1 TECHNOLOGY / SECURITY PLAN AREA 'C1' (Replaced in Addendum 3)
T2.04	LEVEL 1 TECHNOLOGY / SECURITY PLAN AREA 'D1' (Replaced in Addendum 3)
T2.05	LEVEL 1 TECHNOLOGY / SECURITY PLAN AREA 'E1' (Replaced in Addendum 3)
T2.06	LEVEL 2 TECHNOLOGY / SECURITY PLAN AREA 'C2' (Replaced in Addendum 3)
T2.07	LEVEL 2 TECHNOLOGY / SECURITY PLAN AREA 'B2' & E2'
T3.01	TECHNOLOGY ENLARGED
T3.02	MDF/IDF RISER DETAIL (Replaced in Addendum 3)
T4.01	TECHNOLOGY RISER DIAGRAMS
T5.01	TECHNOLOGY SCHEDULES
T6.01	TECHNOLOGY DETAILS
T6.02	TECHNOLOGY DETAILS
T6.03	TECHNOLOGY AV DETAILS
T6.04	SECURITY DETAILS
T6.05	SECURITY DOOR DETAILS
T6.06	SECURITY DOOR DETAILS



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LIST OF ADDENDA

- | | |
|---|-----------------------------|
| 1. Addendum No. 1 | Issued on December 16, 2022 |
| 2. Addendum No. 2 | Issued on January 4, 2023 |
| 3. Addendum No. 3 | Issued on January 5, 2023 |
| 4. Addendum No. 4 | Issued on January 10, 2023 |
| 5. Addendum No. 5 (Post Proposal Addendum No. 01) | Issued on January 27, 2023 |



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QUALIFICATIONS & ASSUMPTIONS

DIVISION 00 – CONDITIONS OF THE CONTRACT

1. Excluded is Material Testing.
2. Excluded are MUD Fees, MUD Inspection Fees and Tap fees.
3. Excluded are Utility Assessment, Impact Fees and Utility District Connection Fees.
4. All required utility providers (water, storm discharge point, electric, gas, fiber, phone lines) are the responsibility of the owner to coordinate and execute necessary agreements so that the utilities are installed per the contractor's schedule for construction usage and systems startup.
5. We assume that there will be adequate water supply with sufficient pressure available for the proper functioning of fire sprinkler systems and other systems.
6. Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any governmental payroll tax or healthcare tax if the tax is applicable to the Project, the Project is not tax exempt from the specific tax and the tax became effective after the date of execution of the Contract.
7. Electronic Files and CAD Files will be provided by the Architect/Engineer of record for the purpose of preparing shop drawings and 3D models at no cost to the General Contractor and/or Subcontractors. A signed release will be required before electronic files are released by the Architect/Engineer.
8. Excluded are unforeseen underground conditions or obstructions not indicated in contract documents.
9. Owner and Contractor agree that design and specification of building systems, operating parameters, and materials is by Owner's Architectural and Engineering consultants and that enforcement of warranties is contingent upon building systems being maintained and operated in accordance with manufacturer recommendations.
10. Owner and Contractor agree that all manufacturer's warranties, and subcontractor's warranties which extend beyond Contractor's warranty period, are hereby assigned to and run directly from the manufacturer to the Owner and from the subcontractor to the Owner, respectively. Owner accepts these assignments and warranties, and releases and discharges Contractor from any and all claims, liabilities, damages,



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QUALIFICATIONS & ASSUMPTIONS

costs and expenses arising out of such manufacturer's warranties and any subcontractor's extended warranties.

11. The Contractor's warranty excludes remedy for damage or defect caused by abuse, material alteration to the work not executed by the Contractor, insufficient maintenance, or maintenance not in compliance with manufacturer's written recommendations.
12. Payment and Performance Bonds will be charged to the Owner based on the State of Texas regulated rate.
13. Compensation for general conditions costs, as defined by the contract, are included as part of the guaranteed maximum price to the date of substantial completion. All general conditions costs incurred after the date of substantial completion may be considered cost of work.
14. The Guaranteed Maximum Price provided is a not to exceed amount for the entire New K-4th Grade Elementary School Caney Creek & Conroe High School Feeder Zone (Flex #23) project scope. Individual line items within the project budget are not individual Guaranteed Maximum Price amounts.
15. The GMP package is valid until February 22, 2023, with the assumption that the Owner will issue a Notice to Proceed and sign the GMP Amendment on or before the stated date.
16. The proposed cost saving recommendations by Durotech, Inc. shall be subject to the review and approval of the Architect, Owner and the Owner's Professional Consultants. Durotech, Inc. is not required to ascertain that the cost savings are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Contractors review of the proposed cost savings is in the capacity as a Construction Manager and not as a Design Professional.
17. For any delays caused by events outside of Contractor's control, including but not limited to Acts of God, pandemics, epidemics, acts of governmental authorities, acts of civil authorities, acts of war or terrorism, unanticipated material shortages and price escalations, labor disputes and utilities delays, Owner shall grant additional time extensions and price increases to Contractor when properly documented,



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Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

substantiated and approved by Owner, subject to Contractor's right to dispute Owner's decision under the claims procedures of the Contract

18. Stipulated Billing Rates:

No.	Description	Rate
1	General Liability/Umbrella Insurance	Contract amount per thousand x \$6.00
2	Builder's Risk Insurance	Contract amount/hundred x \$0.0118 x # of months
3	Project Executive	\$125.00 per hour
4	Project Manager	\$76.00 per hour
5	Estimator	\$98.00 per hour
6	Safety/Field Operation Manager	\$115.00 per hour
7	Superintendent	\$76.00 per hour
8	Asst. Superintendent	\$55.00 per hour
9	Project Engineer	\$45.00 per hour
10	Quality Control Inspector	\$82.00 per hour
11	Contract Administrator	\$62.00 per hour
12	VDC Manager	\$72.00 per hour
13	IT Coordinator	\$100.00 per hour
14	Intern	\$32.00 per hour
15	Labor Burden	42.5%

19. Billable rates will be subject to audit for hours worked only.

DIVISION 01 – GENERAL REQUIREMENTS

20. Excluded are any ground water control systems, well-point systems, eductor and ejector-type systems, deep wells, and piezometers or monitoring wells.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

21. It is assumed that the Project Manual (Exhibit B) and the Drawings (Exhibit C) include the latest Design and Building Standards provided by the owner and have been reviewed by the Architect and their Consultants for compliance.
22. Excluded is any cost for bringing permanent utilities to the project site. Included are all site utilities within the project property lines.
23. Durotech understands that the following items will be provided by the others:
 - a. Permanent sanitary sewer to the project site
 - b. Permanent water to the project site
 - c. Permanent site drainage to the project site
 - d. Temporary provisions for project site access
 - e. Permanent public access road to the project site
 - f. Land clearing of the project site
24. Durotech, Inc. will be entitled to an extension of contract time and reimbursement of costs incurred as the result of any construction delays or lost days caused by the failure of others to perform any of the items listed in qualification & assumption item #23 when properly documented.
25. Section 01 56 39 – Temporary Tree and Plant Protection: Excluded is this section in its entirety.

DIVISION 02 – EXISTING CONDITIONS

26. Excluded is the removal and/or encapsulation of any and all asbestos, lead, and other hazardous materials. The removal and/or encapsulation of all asbestos, lead, and other hazardous materials will be the responsibility of the Owner and all costs of testing will be paid by the Owner.

DIVISION 03 – CONCRETE

27. Section 03 15 19 – Below Slab Vapor Barrier: Excluded is paragraph 2.4.A regarding "Crete Claw" seam tape in a 10' x 10' grid throughout the vapor membrane surface. Included is standard seam tape applied at all vapor membrane seams.
28. Section 03 30 00 – Cast-In-Place Concrete: Excluded is paragraph 3.2.I. All concrete will be cured with the use of curing compound.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

29. Section 03 52 16.19 – Lightweight Insulating Concrete: Excluded is paragraph 1.2.C.4 regarding any engineering calculations, signing, or sealing.

DIVISION 04 – MASONRY

30. Section 04 20 00 – Unit Masonry: Included is Acme Econo King field brick, Modular soldier course brick, and Acme stone.

DIVISION 05 – METALS

31. Excluded is any galvanizing of structural steel members located in an enclosed unconditioned space area of the building.
32. Included is 2"x2" mesh infill panel with 1" U-channels for stair guardrails.
33. Excluded are any stainless-steel handrails. Included are painted steel handrails, guardrails, and infill panels. Also included are galvanized handrails for Stair B102A (mezzanine access).

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

34. Section 07 19 00 – Water Repellents: Excluded is this section in its entirety.
35. Section 07 21 00 – Thermal Insulation: Included is RMax Thermasheath 1.5" Rigid Insulation.
36. Section 07 41 13 – Metal Roof Panels: Included is Berridge Tee-Panel Standing Seam roof system. Included are FW12 soffit panels at Area E metal roof.
37. Section 07 62 00 – Sheet Metal Flashings: All edge metal and flashings will be fabricated by an ES-1 certified shop.
38. Section 07 81 16 – Cementitious Fireproofing: Included is spray fireproofing for steel columns, floor beams, and roof beams as required for Construction Type II-A classification. Metal floor & roof decks do not require spray fireproofing and are excluded.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

DIVISION 08 – OPENINGS

- 39. Section 08 11 13 – Hollow Metal Doors and Frames: Excluded is galvanizing of hollow metal frames after fabrication per paragraph 2.2.B.01. Included are hollow metal frames fabricated using galvalume steel.
- 40. Section 08 11 13 – Hollow Metal Doors and Frames: Excluded is shop painting of hollow metal frames and doors per paragraph 2.2.C. Included are shop primed and field painted hollow metal doors and frames.
- 41. Section 08 14 23.16 – Plastic Laminate Faced Wood Doors: Included is Wilsonart #8210k-28 Portico Teak plastic laminate.

DIVISION 09 – FINISHES

- 42. Section 09 21 13 – Plaster Assemblies: Plaster is a cementitious material and is prone to shrinkage cracks. Shrinkage cracks may develop as the excess water evaporates from the drying cement mix. Shrinkage cracks are not structural in nature and are not covered as a warrantable item.
- 43. Section 09 30 00 – Tiling: Included is Laticrete Crack Isolation installed only at concrete slab joints.
- 44. Section 09 30 00 – Tiling: Included is Daltile Portfolio and Cinematic in lieu of Trinity Tile.
- 45. Section 09 64 19.16 – Wood Gymnasium Flooring: This section is excluded in its entirety.

DIVISION 10 – SPECIALTIES

- 46. Section 10 10 00 – Miscellaneous Specialties: Included is one (1) Flake (Sonic) Ice type Manitowoc Ice Maker Head (Model RFP0320A-161 22”), and one (1) Manitowoc Ice Maker Bin (Model D320) in lieu of the specified model listed in paragraph 2.1.E.10 (the specified model does not produce flake ice). If the ice machine model we intend to provide becomes unavailable or discontinued, an equal model will be provided in its place. Any additional cost due to this change will be covered by contingency allowances.
- 47. Section 10 14 00 – Signage: All signage in this section will be covered by the “Graphics and Signage Allowance” per section 01 21 00 – Allowances paragraph 2.1.G.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

- 48. Section 10 14 63 – Electronic Message Sign – Included is one (1) Spectrum Scoreboards 2'-5" x 7'-6" double-faced Horizon Model Q19-11232 Outdoor Full Color LED Display.
- 49. Section 10 21 13.19 – Plastic Toilet Compartments: Excluded in their entirety are paragraphs 2.4 and 2.5 regarding HDPE shower compartments, countertops, and backsplashes as none are shown on the drawings.
- 50. Section 10 21 13.19 – Plastic Toilet Compartments: Excluded are stainless steel wrap-around door hinges and wall brackets specified in paragraph 2.6. Included are aluminum wrap-around door hinges and wall brackets.
- 51. Section 10 56 26 – Industrial Metal Shelving: Excluded is paragraph 2.2.C.01 and 2.2.C.02 regarding shelf gauge. Included is metal shelving that complies with the minimum 400 lbs. weight capacity as outlined in paragraph 2.2.B.03.

DIVISION 11 – EQUIPMENT

- 52. Section 11 16 16 – Safes: Included is one (1) Hayman model CV-14C safe at the food service area and one (1) Hayman model MV EX-2916 in the administration area.
- 53. Section 11 31 00 – Residential Appliances: Included are the following Residential Appliances:
 - a. Refrigerator/Top Freezer: 2 EA GE Mfr.# GIE22JSNR
 - b. Undercounter Refrigerator: 1 EA GE Mfr.# GME04GLKLB
 - c. Clothes Washer: 1 EA Whirlpool Mfr. #WTW4850HW
 - d. Clothes Dryer: 1 EA Whirlpool Mfr. #WED4850HW
- 54. If the residential appliance models listed in item #53 become unavailable or discontinued, an equal model will be provided in its place. Any additional cost due to this change will be covered by contingency allowances.
- 55. Excluded are any residential appliances not listed in item #53, including dishwashers and microwaves as these are shown as N.I.C on the contract documents.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

56. Section 11 66 23 – Gymnasium Equipment: The following quantities of Volleyball Equipment will be provided:
- i. 6 EA Floor Sleeves and Brass Covers
 - ii. 4 EA Upright Padding
 - iii. 2 EA Volleyball Systems including adjustable pair of uprights, nets, winch, tensioners, boundary makers, and antennae
 - iv. 2 EA Judges Stands with padding

DIVISION 12 – FURNISHINGS

57. Excluded is any transportation, loading, unloading, assembly, or installation of furniture, appliances, or equipment labeled “by owner” or N.I.C.

DIVISION 13 – SPECIAL CONSTRUCTION

DIVISION 14 – CONVEYING EQUIPMENT

58. Section 14 24 00 – Hydraulic Elevators: Included is Otis HydroFit Elevator System with machine room-less tank and controller.
59. The Elevator subcontractor will require a down payment equal to 50% of their subcontract amount before they start any work on shop drawings and submittals. The Owner agrees to this requirement.

DIVISION 21 – FIRE SUPPRESSION

60. Section 21 13 13 – Wet Pipe Sprinkler System: Excluded is any exterior sprinkler system coverage such as canopy or porch areas.
61. Excluded is painting of sprinkler pipe. Included is labeling of exposed sprinkler piping in mechanical rooms only.

DIVISION 22 – PLUMBING

62. Section 22 05 53 – Identification for Plumbing Piping and Equipment: Included is painting of gas piping in the service yard, gas piping in the kitchen, and pipe labeling for exposed plumbing piping in mechanical rooms only.
63. Excluded is any dry pipe to the site PIV.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

DIVISION 23 – HVAC

- 64. Section 23 31 13 – Metal Ductwork: Excluded is paragraph 3.9 regarding duct cleaning. Duct ends will be covered during the construction phase to prevent contamination by and dirt or debris as outlined in paragraph 3.8.
- 65. Section 23 05 53 – Identification for HVAC Piping and Equipment: Included is painting of hydronic piping in the mechanical yard and pipe labeling in mechanical rooms only.

DIVISION 26 – ELECTRICAL

DIVISION 27 – COMMUNICATIONS & DIVISION 28 – ELECTRONIC SAFETY & SECURITY

- 66. Excluded are all IDF/MDF network switches, servers, wireless access points, telephones, and accompanying hardware and power supplies. Also excluded is the installation, programming, and configuration of these items. These items are to be covered by the Technology Package Allowance. Included is any coordination required for installation of these items. If necessary, Durotech will be entitled to an extension of contract time due to lead times associated with these items.
- 67. All division 27 & 28 scopes of work are bid per the contract documents. Any added or substituted materials, equipment, or systems required to satisfy the owner's standards that are not shown on the drawings, specified, or qualified herein will be substantiated for additional cost for which Durotech, Inc. will be entitled to an adjustment of the contract sum.
- 68. Section 28 46 00 – Fire Detection and Notification System: Any additional devices or system modifications required by the Fire Marshal / AHJ beyond that what is specified or required to meet the applicable fire/building code will be substantiated for additional cost.

DIVISION 31 – EARTHWORK

- 69. Excluded is any slurry drilling or casing of drilled pier foundations.
- 70. Excluded is any removal or mitigation of buried underground foundations, utilities, or obstructions not indicated in the contract documents.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

71. Excluded is crushed limestone base material as select fill for the building pad per Earthwork note #6 on sheet S0.00. Included is inorganic sandy clay material as select fill for the building pad per Earthwork note #5 on sheet S0.00.

DIVISION 32 – EXTERIOR IMPROVEMENTS

72. Areas that receive Hydromulch will not be warranted for developing full turf grass. Owner understands that Hydro-mulch is a 2-season maintenance program requiring continuous maintenance including watering and fertilizer by the Owner. Areas that are not irrigated will not be warranted for grass or plant development and sustainability. Any temporary irrigation requirement by the contract will only be warranted to such date the temporary irrigation is removed.
73. Excluded are fire lane signs per note #19 on sheets CA0.00, CA1.00, and CA1.01. Included are painted red curbs and striping with stenciled letters reading "Fire Lane - No Parking."
74. Excluded are any traffic cones per #19 on sheets CA0.00, CA1.00, and CA1.01.
75. Excluded are thermal applied handicap symbols at accessible parking spaces per detail 21/CA1.03. Included are painted handicap symbols at accessible parking spaces.
76. Section 32 31 13 – Chain Link Fences and Gates – Included is 6' tall black PVC coated chain link fence and gates with privacy flats at the front of the building (approximately 468 LF). Included is 8' tall black PVC coated chain link fencing for all other locations (approximately 2,146 LF).

DIVISION 33 – UTILITIES

77. Excluded are any cast aluminum downspout boots for storm sewer tie-in as shown on detail 1/C7.03. Roof drains will tie-in directly into storm sewer below grade.
78. Excluded is any cost associated with note #2 on Site Plan CA1.00 regarding modification and relocation of existing utility lines and utility poles. Included is coordination with the appropriate agencies as needed.



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

ALLOWANCE SCHEDULE

1. Owner's Contingency Allowance	\$250,000
2. BIM / Design Coordination Allowance	\$ 25,000
3. Site Drying Allowance	\$ 25,000
4. ADA Report Remedies Allowance	\$ 5,000
5. Library Furniture Allowance	\$ 65,000
6. Graphics and Signage Allowance	\$ 60,000
7. Building as a Teacher Allowance	\$ 15,000
8. Play Equipment Allowance	\$165,000
9. Landscape Allowance	\$ 88,000
10. Contractor Contingency Allowance	\$250,000

The following specified Allowances were deleted:

1. Technology Allowance	\$ 50,000
2. Unforeseen Structure Allowance	\$ 40,000
3. Life Safety Distributed Antenna System Allowance	\$125,000

The following Allowance was added. This allowance is to be used for procuring, installing, programming, and configuring all network switches, servers, wireless access points, telephones, and accompanying hardware and power supplies.

1. Technology Package Allowance	\$731,397
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**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

SELF PERFORMED WORK ITEMS

The following scope items will be self-performed by Durotech, Inc. and will be billed against the contract based upon the proposal submitted to and accepted by the owner and will be treated as a lump sum sub-contract amount.

No.	Description of Scope	Total
1	OFCI Items (L)	\$ 12,103
2	Miscellaneous Steel (L)	\$ 104,762
3	Safety Rails (L & M)	\$ 15,115
4	Install Metal Nosings (L)	\$ 4,104
5	Rough Carpentry (L & M)	\$ 272,142
6	Expansion Control (L)	\$ 5,868
8	Unload & distribute Metal Doors & Frames (L)	\$ 20,669
9	Unload & distribute Plastic Laminate Faced Wood Doors (L)	\$ 14,712
10	Install Access Doors (L & M)	\$ 5,852
11	Unload & distribute Sound Control Door Assemblies (L)	\$ 2,802
12	Unload & distribute Door Hardware (L)	\$ 14,954
13	Install Louvers (L)	\$ 3,027
14	Floor Preparation (L & M)	\$ 41,336
15	Floor Protection (L & M)	\$ 16,758
16	Install Corner Guards (L)	\$ 941
17	Install Knox Box (L & M)	\$ 3,267
18	Install Bicycle Racks (L)	\$ 1,568
19	Install Outdoor Benches (L)	\$ 3,135
20	Final grading (L & M)	\$ 44,431
21	Spread and Grade spoils (L & M)	\$ 125,041
22	Remove strip/clean paving joints (L)	\$ 22,789
23	Backfill curbs (L)	\$ 8,635
24	Install Irrigation Sleeves (L & M)	\$ 7,540
	TOTAL	\$ 751,548

Labor Rates:	Per Hour
Semi-skilled Labor	\$27.00
Skilled Labor	\$30.00
Foreman/Operator	\$34.00

DUROTECH

BUILDERS OF INTEGRITY

New K-4th Grade Elementary School Caney Creek & Conroe High School Feeder Zone (Flex #23)

UNIT PRICES

Unit Prices – Site Concrete

Includes pricing for site concrete work, including subgrade prep:

	<u>Add</u>	<u>Delete</u>
1. Add / Delete 60" Wide Sidewalks per LF	\$38.11/LF	\$36.15/LF
2. Add / Delete Non-Traffic Concrete Flatwork (4.5")	\$8.23/SF	\$7.81/SF
3. Add / Delete Medium Duty (6") Concrete Paving	\$6.77/SF	\$6.42/SF
4. Add / Delete Heavy Duty (7") Concrete Paving	\$7.71/SF	\$7.31/SF
5. Add / Delete 6" Concrete Curb	\$4.88/LF	\$4.63/LF

Unit Prices – Drilled Piers

Includes pricing for straight shaft piers drilled, reinforced, and poured 8' deep:

	<u>Add</u>	<u>Delete</u>
1. Add / Delete 36" diameter pier	\$1,061/EA	\$861/EA
2. Add / Delete 42" diameter pier	\$1,179/EA	\$960/EA
3. Add / Delete 48" diameter pier	\$1,512/EA	\$1,232/EA
4. Add / Delete 54" diameter pier	\$1,784/EA	\$1,456/EA
5. Add / Delete 60" diameter pier	\$1,985/EA	\$1,623/EA
6. Add / Delete 66" diameter pier	\$2,292/EA	\$1,877/EA
7. Add / Delete 72" diameter pier	\$2,743/EA	\$2,246/EA
8. Add / Delete 78" diameter pier	\$3,140/EA	\$2,573/EA
9. Add / Delete 80" diameter pier	\$3,243/EA	\$2,656/EA
10. Add / Delete 84" diameter pier	\$3,672/EA	\$3,009/EA
11. Add / Delete 90" diameter pier	\$4,074/EA	\$3,341/EA
12. Add / Delete 96" diameter pier	\$4,566/EA	\$3,746/EA

Unit Price – Electrical:

Pricing for the following electrical work:

	<u>Add</u>	<u>Delete</u>
1. Add / Delete 120V duplex receptacle on nearest capable circuit	\$217.00/EA	\$205.00/EA
2. Add / Delete 120V duplex receptacle on dedicated circuit, including 20-amp circuit breaker	\$686.00/EA	\$650.00/EA
3. Add / Delete 220V receptacle on dedicated circuit including 20-amp circuit breaker	\$686.00/EA	\$650.00/EA
4. Add / Delete two-way light switch	\$217.00/EA	\$205.00/EA
5. Add / Delete three-way light switch	\$217.00/EA	\$205.00/EA

Unit Price –Technology

Pricing for the following technology work:

	<u>Add</u>	<u>Delete</u>
1. Add / Delete a single data port wired to nearest IDF / MDF room	\$348.00/EA	\$330.00/EA
2. Add / Delete double data port wired to nearest IDF / MDF room	\$633.00/EA	\$600.00/EA
3. Add / Delete triple data port wired to nearest IDF / MDF room	\$949.00/EA	\$900.00/EA
4. Add / Delete j-box with 1-1/4" conduit stubbed Up wall to above ceiling	\$196.00/EA	\$185.00/EA



**New K-4th Grade Elementary School
Caney Creek & Conroe High School Feeder Zone (Flex #23)**

UNIT PRICES

Unit Price –Doors And Frames

Pricing for the following door and frame work:

	<u>Add</u>	<u>Delete</u>
1. Add / Delete interior 3070 SCPL, full flush door prepped for hardware	\$521/EA	\$494/EA
2. Add / Delete interior 3070 HM full flush door and HM frame, including painting	\$1,795/EA	\$1,602/EA
3. Add / Delete interior 3070 aluminum door frame	NO BID	NO BID
4. Add / Delete exterior 3070 HM full flush door and HM frame, including painting	\$1,372/EA	\$1,271/EA
5. Add / Delete Nominal 8" x 31" door lite	\$125.00/EA	\$119.00/EA

DUROTECH

BUILDERS OF INTEGRITY

New K-4th Grade Elementary School Caney Creek & Conroe High School Feeder Zone (Flex #23)

COST SAVING ITEMS

The following cost saving items have been accepted by the Owner and the Design Team and are included in the GMP pricing:

#	DESCRIPTION	ACCEPTED
3	CONCRETE	\$ (176,200)
1	Mearlecrete by Aerix lightweight concrete insulation in lieu of Celcore	\$ (176,200)
8	OPENINGS	\$ (18,250)
1	Remove FS-31 Failsafe Operators from Coiling Grilles. Backup power supplied from generator.	\$ (18,250)
9	FINISHES	\$ (54,652)
1	Daltile Portfolio (POR-3) and Cinematic (POR-2) in lieu of Trinity Tile	\$ (26,410)
2	Alternate #8: Tarkett IQ Optima in lieu of Forbo MCT (includes Tarkett Color Map)	\$ (28,242)
11	EQUIPMENT	\$ (16,551)
1	Delete Gymnasium Divider	\$ (5,476)
2	Delete Kiln	\$ (11,075)
22	PLUMBING	\$ (95,043)
1	Omit insulation of domestic cold water with exception of areas prone to freezing and use fiberglass insulation in lieu of phenolic foam for water piping and exposed roof drains.	\$ (48,860)
2	Use MiFab no hub couplings in lieu of specified Husky no hub couplings	\$ (4,850)
3	Use 30" x 30" lead pans in lieu of 48" x 48"	\$ (13,888)
4	Use stabilized sand ditch plugs in lieu of bentonite plugs at building drain exits	\$ (5,125)
5	Use State water heaters in lieu of PVI	\$ (22,320)
23	HVAC	\$ (3,700)
1.00	Delete inertia bases on HVAC pumps (not required on previous Flex schools)	\$ (3,700)
26	ELECTRICAL	\$ (40,000)
1	Lot Light Fixture Change: Change fixture types A2, A2E, A2EM & A5, A5EM to a different type flat panel fixture. • Change all exit signs to thermoplastic. • Change fixture type VEM to APS wallpack 3100 lumens. • Changed types SL1,SL2 to ALS Site w/dimming.	\$ (40,000)
TOTAL - ACCEPTED COST SAVING ITEMS		\$ (404,396)

**Consider and Approve the Selection of a Construction Manager-at-Risk
for the Campus Renovations 2024 Project and Authorize the Superintendent
to Negotiate and Execute the Construction Manager-at Risk Documents**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the selection of a construction manager-at-risk for the Campus Renovations 2024 Project and authorize the Superintendent to negotiate and execute the construction manager-at-risk documents as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Board Policy CV Local *Facilities Construction* deems construction manager-at-risk the project delivery/contract award method that provides the best value to the District for construction projects valued at or above \$100,000. Accordingly, DLR Group prepared, and CISD published a request for qualifications for a construction manager-at-risk for this project. Two companies responded to the request for qualifications. In accordance with state law, and after review of each responder's qualifications, two companies, G.T.T. General Contractors, Inc., and Westfall Constructors, Ltd., were asked to participate in the second step of the two-step procurement process.

G.T.T. General Contractors, Inc. was selected as the offeror who submitted the proposal determined to be the best value for the District based on the District's published criteria and its ranking evaluation. Texas Government Code Chapter 2269.254(d) requires that the District make the rankings of the offerors public within seven days of the contract being awarded. Although the contract has not yet been awarded, the District is publishing the rankings as determined by the selection committee. The rankings by the committee are attached.

The selection committee for these projects included the following: Mr. Darrin Rice, CFO; Mr. Chris McCord, Assistant Superintendent of Operations, Mr. Marshall Schroeder, Director of Maintenance; Mr. Easy Foster, Director of Planning and Construction; and Mr. Ryan Attebery, Assistant Director of Planning and Construction. Mr. Rick Reeves, Director of Purchasing, served as Facilitator. Mr. Kirk Madison of DLR Group served as advisor to the committee.

Upon selection by the Board, the District will begin contract negotiations.

Policy Reference: CV Legal and Local; CVD Legal

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director of Planning & Construction

**RFQL# 23-01-07 - Construction Manager-at-Risk: 2019 Bond/Capital Project Campus Renovations
2024**

Supplier			GC Fees	Experience and Reputation	Quality of the Offeror's Goods or Services	Safety Record	Proposed Personnel	Financial Capability	Prior History in Conroe ISD	Presentation of a Management Plan
	Rank	Score 80								
GTT General Contractors, Inc.	1	87.80	20	14	13	5	7	8	4	16
Westfall Constructors, Ltd.	2	78.20	12	13	13	5	7	8	2	17

Receive Capital Improvements Update

Recommendation:

That the Conroe Independent School District Board of Trustees accept as information a capital improvements update, as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Information regarding progress and the status of completed and current capital improvement projects will be provided at the meeting.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director Planning & Construction

February 2023
Capital Improvements Update

Campus	Architect/ Engineer	Contractor	Project(s)	Status % Complete
Creighton Overhaul	IBI Group	Ellisor Constructors	Renovation/Addition	99% August 2022
New Moorhead JrHS Caney Creek Feeder	PBK Architects	Joeris	New Construction	86% May 2023
Flex 21 - Gordon-Reed Elementary in CHS Feeder	IBI Group	Durotech	New Construction	99% May 2022
CHS Master Plan	PBK Architects	Ellisor Constructors	Renovation/Addition	53% August 2025
ORHS Overhaul & South County CTE	IBI Group	Durotech	Renovation/Addition	78% July 2023
CHS 9th Classroom Addition	IBI Group	Ellisor Constructors	Renovation/Addition	99% August 2022
Campus Renovations 2022	DLR Group	GTT Contractors	Renovation/Addition	97% Aug 2022
Safety & Security 2022	PBK Architects	Ellisor Constructors	Renovation/Addition	96% September 2022
Flex 22 - Elementary in GOHS Feeder	IBI Group	Durotech	New Construction	73% May 2023
CCHS 6A Upgrades	PBK Architects	Joeris	Renovation/Addition	76% June 2023
New Central Maintenance	IBI Group	GTT Contractors	New Construction	71% August 2023
Collins Intermediate PE Classroom Addition	DLR Group	GTT Contractors	Renovation/Addition	65% July 2023
North & East Transportation Centers	PBK Architects	Joeris	Renovation/Addition	8% December 2023

Consider Award of RFQ# 22-11-04 Furniture for Moorhead Jr. High School

Recommendation:

That the Conroe Independent School District Board of Trustees consider awarding RFQ #22-11-04 Furniture for Moorhead Jr High School to the vendors listed below for an estimated expenditure not to exceed \$ 1,400,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Recommended Vendors

Educator's Depot, Inc.

Indeco Sales, Inc.

Explanation:

Request for Quote pertaining to administrative and instructional furniture for Moorhead Jr High School was emailed to registered vendors through the electronic eBidding system. Pricing includes total turnkey services including delivery, assembly, and trash/debris removal. Seven vendors submitted a response. Prices are to be effective through February 2024. In order to obtain best value, the project was split and awarded by administrative furniture and instructional furniture categories. Proposals were evaluated by the CISD Assistant Superintendent of Middle Schools' office and reviewed by the Purchasing Department. Funds are provided in the Capital Projects Fund. Recommendation for award is noted on the attached analysis.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null

Superintendent of Schools

Submitted by:

Darrin Rice

Chief Financial Officer

Rick Reeves

Director of Procurement Services

RFQ# 22-11-04 - Furniture for Moorhead Jr. High School

Line #	Description	QTY	UOM	EDUCATOR'S DEPOT INC		Indeco Sales Inc.		Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)		School Specialty LLC		Systems Office Furniture, Inc.	
				Awarded Tot	\$1,116,057.83	Awarded Tot	\$120,996.23	Total Price	\$1,517,318.15	Total Price	\$156,265.63	Total Price	\$192,382.11
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Classrooms	53	Set	\$8,831.69	\$468,079.57	\$9,362.016	\$496,186.85	\$18,656.20	\$988,778.60	No Bid		<u>\$241.00</u>	\$12,773.00
2	Computer Lab	4	Set	\$9,284.48	\$37,137.92	\$10,570.70	\$42,282.80	\$19,560.45	\$78,241.80	No Bid		No Bid	
3	Science Lab	16	Set	<u>\$11,503.99</u>	\$184,063.84	\$14,514.94	\$232,239.04	\$20,171.45	\$322,743.20	No Bid		No Bid	
4	Science Prep Room	5	Set	\$704.92	\$3,524.60	\$727.23	\$3,651.15	No Bid		No Bid		<u>\$265.00</u>	\$265.00
5	SGI/PLC	7	Set	\$13,222.19	\$92,555.33	\$17,525.47	\$122,909.29	No Bid		No Bid		<u>\$265.00</u>	\$265.00
6	LGI (Large Group Instruction) Room	2	Set	\$20,209.22	\$40,418.44	\$27,378.61	\$53,964.02	\$11,215.07	\$11,215.07	No Bid		<u>\$530.00</u>	\$530.00
7	Life Skills Room	1	Set	\$24,921.40	\$24,921.40	\$25,543.08	\$25,543.08	\$3,075.10	\$3,075.10	No Bid		<u>\$265.00</u>	\$265.00
8	Life Skills Motor Lab Occupational Therapy	1	Set	\$3,578.86	\$3,578.86	\$5,202.46	\$5,202.46	\$1,814.95	\$1,814.95	No Bid		<u>\$265.00</u>	\$265.00
9	SDC	1	Set	\$8,419.71	\$8,419.71	\$10,725.57	\$10,725.57	\$3,075.10	\$3,075.10	No Bid		<u>\$265.00</u>	\$265.00
10	Choir Classroom	1	Set	\$1,853.24	\$1,853.24	\$2,060.47	\$2,060.47	\$1,814.95	\$1,814.95	No Bid		<u>\$265.00</u>	\$265.00
11	Choir Office	1	Set	\$1,146.13	\$1,146.13	\$1,170.63	\$1,170.63	\$3,075.10	\$3,075.10	No Bid		<u>\$265.00</u>	\$265.00
12	Drama Classroom	1	Set	\$1,853.24	\$1,853.24	\$2,010.04	\$2,010.04	\$1,814.95	\$1,814.95	No Bid		<u>\$265.00</u>	\$265.00
13	Drama Office	1	Set	\$1,146.13	\$1,146.13	\$1,170.63	\$1,170.63	No Bid		No Bid		<u>\$265.00</u>	\$265.00
14	Band Classroom	1	Set	\$1,853.24	\$1,853.24	\$2,010.04	\$2,010.04	\$1,852.94	\$1,852.94	No Bid		<u>\$265.00</u>	\$265.00
15	Band Office	1	Set	\$1,146.13	\$1,146.13	\$1,170.63	\$1,170.63	No Bid		No Bid		<u>\$265.00</u>	\$265.00
16	Culinary	1	Set	\$9,086.44	\$9,086.44	\$10,790.34	\$10,790.34	\$1,852.94	\$1,852.94	No Bid		<u>\$265.00</u>	\$265.00
17	Culinary Office	1	Set	\$1,179.53	\$1,179.53	\$1,254.58	\$1,254.58	No Bid		No Bid		<u>\$2,015.00</u>	\$2,015.00
18	Robotics	1	Set	\$13,625.25	\$13,625.25	\$14,787.02	\$14,787.02	No Bid		No Bid		<u>\$265.00</u>	\$530.00
19	Robotics Office	1	Set	\$1,179.53	\$1,179.53	\$1,254.58	\$1,254.58	\$3,075.10	\$3,075.10	No Bid		<u>\$265.00</u>	\$265.00
20	Audio Visual Classroom	1	Set	\$2,732.42	\$2,732.42	\$2,986.86	\$2,986.86	\$3,264.15	\$3,264.15	No Bid		<u>\$265.00</u>	\$265.00
21	Art	2	Set	\$14,091.20	\$28,182.40	\$13,730.31	\$27,460.62	\$3,264.15	\$3,264.15	No Bid		<u>\$265.00</u>	\$265.00
22	Art Office	1	Set	\$3,586.54	\$3,586.54	\$3,679.04	\$3,695.54	\$15,662.28	\$15,662.28	No Bid		<u>\$265.00</u>	\$265.00
23	Coaches Office	2	Set	\$1,061.64	\$2,123.28	\$1,094.09	\$2,198.68	\$18,989.50	\$18,989.50	No Bid		<u>\$265.00</u>	\$265.00
24	Cheer/Drill Team Office	1	Set	\$1,853.24	\$1,853.24	\$2,010.04	\$2,010.04	\$19,136.21	\$19,136.21	No Bid		<u>\$6,530.00</u>	\$6,530.00
25	Orchestra	1	Set	\$1,989.89	\$1,989.89	\$2,147.34	\$2,147.34	\$7,072.74	\$7,072.74	No Bid			
27	Paxton-Patterson Room	1	Set	\$1,989.89	\$1,989.89	\$2,147.34	\$2,147.34	\$284.50	\$284.50	No Bid			
29	Resource Room	1	Set	\$7,471.90	\$7,471.90	\$8,008.64	\$8,008.64	<u>\$1,137.15</u>	\$1,137.15	No Bid			
30	Computer Programming	1	Set	\$9,491.00	\$9,491.00	\$10,775.96	\$10,775.96	No Bid		\$103,279.48	\$103,279.48		
31	Testing Storage	1	Set	\$3,472.30	\$3,472.30	\$4,068.85	\$4,068.85	No Bid		No Bid		No Bid	
32	Library/ Resource Center	1	Set	\$17,877.25	\$17,877.25	\$19,640.39	\$19,640.39	No Bid		No Bid		\$480.00	\$2,400.00
33	Think Tank	1	Set	\$4,728.07	\$4,728.07	\$8,227.56	\$8,227.56	No Bid		No Bid		<u>\$5,000.00</u>	\$35,000.00
34	Library Workroom	1	Set	\$112.11	\$112.11	\$277.23	\$277.23	No Bid		No Bid		\$18,320.00	\$36,640.00
35	Library Bookroom	1	Set	\$1,400.88	\$1,400.88	\$2,573.61	\$2,573.61	\$5,887.08	\$5,887.08	No Bid		<u>\$530.00</u>	\$530.00
39	Clinic	1	Set	\$5,085.02	\$5,085.02	\$5,792.32	\$5,792.32	\$1,097.23	\$2,194.46	No Bid		\$1,325.00	\$2,650.00
40	Clinis Isolation Room	1	Set	\$1,438.35	\$1,438.35	\$1,082.58	\$1,082.58	\$2,905.55	\$2,905.55	No Bid		<u>\$265.00</u>	\$265.00
41	Clinic Office	1	Set	\$1,510.61	\$1,510.61	\$1,745.38	\$1,745.38	\$2,905.55	\$2,905.55	No Bid		<u>\$265.00</u>	\$265.00
42	Admin Workroom	1	Set	\$1,080.87	\$1,080.87	\$1,210.78	\$1,210.78	No Bid		No Bid			
46	Attendance	1	Set	\$268.96	\$268.96	\$359.25	\$359.25	No Bid		No Bid		<u>\$2,810.00</u>	\$2,810.00
48	Police Office	1	Set	\$475.48	\$475.48	\$563.76	\$563.76	No Bid		No Bid		<u>\$3,907.01</u>	\$3,907.01
51	Cafeteria	1	Set	<u>\$89,292.08</u>	\$89,292.08	No Bid		No Bid		No Bid		<u>\$2,786.00</u>	\$44,576.00
52	Cafeteria Office	1	Set	\$268.96	\$268.96	\$362.25	\$362.25	No Bid		No Bid		<u>\$265.00</u>	\$265.00
54	Bleacher Storage Area	1	Set	\$32,179.20	\$32,179.20	No Bid		No Bid		No Bid			
53	Stage	1	Set	<u>\$678.60</u>	\$678.60	No Bid		\$1,849.62	\$1,849.62	No Bid		<u>\$265.00</u>	\$265.00
26	Orchestra Office	1	Set	\$1,759.87	\$1,759.87	\$1,756.32	\$1,756.32	<u>\$720.55</u>	\$720.55	No Bid			
28	Paxton-Patterson Office	1	Set	\$1,759.87	\$1,759.87	\$1,756.32	\$1,756.32	No Bid		No Bid		<u>\$4,995.01</u>	\$19,980.04
36	Library Office	1	Set	\$3,591.27	\$3,591.27	\$3,383.57	\$3,383.57	\$8,288.75	\$8,288.75	No Bid			
37	Principal's Office	1	Set	\$5,333.57	\$5,333.57	\$4,998.65	\$4,998.65	No Bid		No Bid		\$10,290.06	\$10,290.06
38	Admin Office	16	Set	\$3,591.27	\$57,460.32	\$3,356.58	\$53,705.28	\$379.02	\$379.02	No Bid		\$241.00	\$241.00
43	Conference Room	4	Set	\$6,427.31	\$25,709.24	\$6,148.85	\$24,595.40	No Bid		No Bid		<u>\$530.00</u>	\$530.00
44	Admin File Room	1	Set	\$8,085.75	\$8,085.75	\$8,043.75	\$8,043.75	\$568.07	\$568.07	No Bid		\$530.00	\$530.00
45	Lounge Area	1	Set	\$9,890.66	\$9,890.66	\$9,821.99	\$9,821.99	No Bid		No Bid		<u>\$2,810.00</u>	\$2,810.00
47	Reception Area	1	Set	\$8,518.16	\$8,518.16	\$8,224.80	\$8,224.80	No Bid		No Bid		\$1,280.00	\$1,280.00
49	1st Floor Waiting area(AP/Counselor area)	1	Set	\$3,591.27	\$3,591.27	\$3,477.89	\$3,477.89	\$379.02	\$379.02	No Bid		\$265.00	\$265.00
50	2nd Floor Waiting Area/Conference room	1	Set	\$1,504.13	\$1,504.13	<u>\$1,232.26</u>	<u>\$1,232.26</u>	No Bid		\$52,986.15	\$52,986.15	No Bid	

*a) Velocity Business Products - Disqualified due to co-op contract expiration January 31, 2023.

*b) Gateway Printing & Office Supplies - Bid alternates; Recent history with Conroe ISD rated below average for delivery deadline issues in previous project.

Consider Award of RFQ# 22-11-05 Furniture for Hines Elementary School

Recommendation:

That the Conroe Independent School District Board of Trustees consider awarding RFQ #22-11-05 Furniture for Hines Elementary School to Educator's Depot for an estimated expenditure not to exceed \$900,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Request for Quotes pertaining to administrative and instructional furniture for Hines Elementary was emailed to registered vendors through the electronic eBidding system. Pricing includes total turnkey services including delivery, assembly, and trash/debris removal. Seven vendors submitted a response. Prices are to be effective through February 2024. Proposals were evaluated by the Assistant Superintendent of Elementary Education's office and reviewed by the Purchasing Department. Funds are provided in the Capital Projects Fund. Recommendation for award is noted on the attached analysis.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement Services

RFQ#22-11-05 Furniture for Hines Elementary

Line #	Description	QTY	UOM	EDUCATOR'S DEPOT INC		Indeco Sales Inc.		McKinney Office Supply		Learning Environments LLC		School Specialty LLC	
				Total Price	\$869,017.67	Total Price	\$1,103,432.16	Total Price	\$67,256.65	Total Price	\$88,873.79	Total Price	\$93,255.20
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	PreK Classroom	2	Set	\$12,191.91	\$24,383.82	\$15,128.80	\$30,257.60	No Bid		No Bid		No Bid	
2	Kinder Classroom	9	Set	\$11,090.49	\$99,814.41	\$15,696.70	\$141,270.30	No Bid		No Bid		No Bid	
3	1st Grade Classroom	10	Set	\$7,817.01	\$78,170.10	\$10,980.70	\$109,807.00	No Bid		No Bid		No Bid	
4	2nd Grade Classroom	10	Set	\$7,817.01	\$78,170.10	\$10,980.70	\$109,807.00	No Bid		No Bid		No Bid	
5	3rd Grade Classroom	11	Set	\$12,451.49	\$136,966.39	\$19,349.14	\$212,840.54	No Bid		No Bid		No Bid	
6	4th Grade Classroom	11	Set	\$12,451.49	\$136,966.39	\$19,349.14	\$212,840.54	No Bid		No Bid		No Bid	
7	Music	2	Set	\$1,997.41	\$3,994.82	\$2,582.70	\$5,165.40	No Bid		No Bid		No Bid	
8	Art	2	Set	\$15,557.36	\$31,114.72	\$16,624.38	\$33,248.76	No Bid		No Bid		No Bid	
9	Speech	1	Set	\$4,486.65	\$4,486.65	\$5,596.54	\$5,596.54	No Bid		No Bid		No Bid	
10	Life Skills	2	Set	\$8,653.64	\$17,307.28	\$11,027.12	\$22,054.24	No Bid		No Bid		No Bid	
11	OT/PT Therapy	1	Set	\$2,598.31	\$2,598.31	\$2,693.79	\$2,693.79	No Bid		No Bid		No Bid	
12	Diagnostic's Classroom	1	Set	\$2,495.67	\$2,495.67	\$3,203.97	\$3,203.97	No Bid		No Bid		No Bid	
13	LGI	2	Set	\$26,046.20	\$52,092.40	\$32,112.78	\$64,225.56	No Bid		No Bid		No Bid	
14	SGI	3	Set	\$4,817.83	\$14,453.49	\$5,938.66	\$17,815.98	No Bid		No Bid		No Bid	
15	Library	1	Set	\$19,943.83	\$19,943.83	\$19,509.75	\$19,509.75	No Bid		No Bid		No Bid	
16	Library Office Workroom	1	Set	\$1,426.14	\$1,426.14	\$3,356.97	\$3,356.97	No Bid		No Bid		No Bid	
17	Library Literacy Book Storage	1	Set	\$1,013.50	\$1,013.50	\$2,760.04	\$2,760.04	No Bid		No Bid		\$1,143.56	\$1,143.56
18	Teacher Lounge	1	Set	\$8,240.91	\$8,240.91	\$8,983.92	\$8,983.92	\$5,058.75	\$5,058.75	No Bid		No Bid	
19	Teacher Workroom	1	Set	\$957.54	\$957.54	\$1,036.22	\$1,036.22	No Bid		No Bid		<u>\$878.93</u>	\$878.93
20	Clinic	1	Set	\$5,200.56	\$5,200.56	\$6,436.94	\$6,436.94	No Bid		No Bid		No Bid	
21	Clinic Office	1	Set	\$1,643.36	\$1,643.36	\$2,093.23	\$2,093.23	\$1,642.53	\$1,642.53	No Bid		No Bid	
22	Clinic Isolation Room	1	Set	\$1,525.08	\$1,525.08	\$1,333.02	\$1,333.02	No Bid		No Bid		No Bid	
23	Mental Health Office	1	Set	\$2,643.12	\$2,643.12	\$2,833.72	\$2,833.72	\$2,411.14	\$2,411.14	No Bid		No Bid	
24	Admin File Room	1	Set	\$6,856.16	\$6,856.16	\$8,009.52	\$8,009.52	\$6,519.44	\$6,519.44	No Bid		No Bid	
25	Piems Office	1	Set	\$3,742.05	\$3,742.05	\$4,322.88	\$4,322.88	\$3,469.20	\$3,469.20	No Bid		No Bid	
26	Admin Office	7	Set	\$3,658.00	\$25,606.00	\$6,736.44	\$47,155.08	\$3,877.54	\$27,142.78	No Bid		No Bid	
27	Principal's Office	1	Set	\$3,538.82	\$3,538.82	\$5,185.67	\$5,185.67	\$4,241.41	\$4,241.41	No Bid		No Bid	
28	Conference Room	1	Set	\$4,688.10	\$4,688.10	\$7,097.33	\$7,097.33	\$14,624.19	\$14,624.19	No Bid		No Bid	
29	Coach's Office	1	Set	\$412.64	\$412.64	\$576.93	\$576.93	\$436.67	\$436.67	No Bid		No Bid	
30	Reception Area	1	Set	\$8,389.74	\$8,389.74	\$9,660.22	\$9,660.22	No Bid		No Bid		No Bid	
31	Custodial Office	1	Set	\$853.40	\$853.40	\$1,214.35	\$1,214.35	\$906.07	\$906.07	No Bid		No Bid	
32	Cafeteria	1	Set	\$87,853.20	\$87,853.20	No Bid		No Bid		<u>\$88,873.79</u>	\$88,873.79	\$90,678.58	\$90,678.58
33	Cafeteria Office	1	Set	\$814.28	\$814.28	\$1,039.15	\$1,039.15	\$804.47	\$804.47	No Bid		No Bid	
34	Stage	1	Set	\$654.69	\$654.69	No Bid		No Bid		No Bid		<u>\$554.13</u>	\$554.13

*a) Velocity Business Products - Disqualified due to co-op contract expiration January 31, 2023.

*b) Gateway Printing & Office Supplies - Bid alternates; Recent history with Conroe ISD rated below average for delivery deadline issues in previous project.

Consider Award of RFQ #22-12-01 Musical Instruments and Supplies

Recommendation:

That the Conroe Independent School District Board of Trustees award RFQ #22-12-01 Musical Instruments and Supplies to the following vendors for an annual estimated expenditure of \$735,000.00 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Darrin Rice, Chief Financial Officer, and, Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Recommended Vendors:

99 Violin Shop (Vio Strings Inc)	Lyon & Healy Harps	Sweetwater Sound, LLC
Alamo Music Center	Mariachi Supplies Express	Taylor Music, Inc.
American Band Accessories	McCormick's Group, LLC (Slabaugh)	The String and Horn Shop
Calido Guitars	Midwest Musical Imports	Washington Music Center
Fort Bend Music Center	Music & Arts (Guitar Center)	Wenger Corporation
H&H Music (Universal Melody Services)	Romeo Music	West Music
Jim Melhart Piano & Organ Co	Shar Products Company	Woodwind & Brasswind, Inc.
Lisle Violin Shop	Steve Weiss Music	

Explanation:

Request for Proposals (RFP) pertaining to the purchase of new musical instruments, equipment, and supplies for the District were emailed to registered vendors through the electronic eBidding system and also advertised on the CISD Purchasing website and in the *Conroe Courier*. This request covers critical needs instruments and supplies as well as ordering for the two new schools, Moorhead Junior High and Hines Elementary. Twenty-three (23) vendors submitted bid responses. Unit pricing was requested for new instruments and supplies through February 28, 2024. Catalog Discount is to remain effective for one year from time of award automatically renewing for two additional one-year terms. Proposals were evaluated by the CISD Fine Arts Department and reviewed by the Purchasing Department. Funds for the purchase of new instruments are provided in the CISD General Fund and Capital Projects Fund. Best Value offers are recommended for Board award.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement Services

CONSIDER AWARD OF RFQ #22-12-01 – Musical Instruments and Supplies

EVALUATION POINTS

The bid proposals shall be evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	40
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	8
4	Extent to which the goods or services meet the needs of the District;	7
5	Bidder's past relationship with the District;	10
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	0
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Warranty and Service of Vendor	5
9	Authorized Repair Facility for Brand Bid Located within 100 Mile Radius of CISD	10
9	Parts for Brand Bid Readily Available to Local Vendors	10
	Total Points	100

**RFP #22-12-01 - MUSICAL INSTRUMENTS AND SUPPLIES
TABULATION
Percentage Discount - Shelf or Catalog Items**

Supplier	Discount	Free Shipping
99 Violin Shop (Vio Strings Inc)	10.0%	Yes
Alamo Music Center	25.0%	Yes
American Band Accessories (American Band Accessories LLC)	0.0%	No
Calido Guitars	20.0%	No
Fort Bend Music Center (Cochran & Cochran Ent. Inc)	10.0%	Yes
H&H Music (Universal Melody Services)	5.0%	Yes
Jim Melhart Piano & Organ Co (Melhart Music Center)	10.0%	No
Lisle Violin Shop	0.0%	Yes
Lyon & Healy Harps	10.0%	No
Mariachi Supplies Express	3.0%	Yes
McCormick's Group, LLC (Slabaugh)	0.0%	No
Midwest Musical Imports (MSA Music Inc)	1.0%	No
Music & Arts (Guitar Center DBA Music & Arts)	0.0%	Yes
Romeo Music	5.0%	Yes
Shar Products Company	10.0%	Yes
Steve Weiss Music	60.0%	No
Sweetwater Sound, LLC	15.0%	Yes
Taylor Music, Inc.	0.0%	Yes
The String and Horn Shop	20.0%	Yes
Washington Music Center (Washington Music Sales Center, Inc.)	0.0%	No
Wenger Corporation	5.0%	No
West Music	9.0%	No
Woodwind & Brasswind, Inc.	3.0%	No

RFP #22-12-01 - MUSICAL INSTRUMENTS AND SUPPLIES TABULATION

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
3		Pianos, 48 inch Acoustical Upright with Bench; 88 Keys; Acrylic Resin White Key Surface; phenolic Resin Black Key Surface; Shift, Muller, Damper Pedal Type; Polished Ebony Finish; 60 inch W x 48 inch H x 24 inch D; Installed Dolly				Baldwin or Approved Equal	243E with J4010 Dolly	
		Romeo Music	7	Each	\$6,499.00	Baldwin	243E with J4010 Dolly	91.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc) - Alternate	7	Each	\$5,499.00	Ritmuller/Jansen	UP121RBPE - J4010-LW	76.0
4		Piano, Grand; 88 Keys; Traditional Hornbeam Construction; Ivorite White Key Surface; WPC Black Key Surface; Full sostenuto Middle Pedal; Double Caster; Prop Safety Stop on Lid; Key Cover: Lid Fallboard Locks, Slow Close Fallboard; solid Spruce Soundboard; Solid Brass Hardware; Polished Black Finish; Bench; Installed Dolly				Ritmuller or Approved Equal	GH212R with Jansen J6543 Dolly	
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$34,999.00	Ritmuller	GH212R with Jansen J6543 Dolly	78.0
5		Piano, Baby Grand Digital; Supernatural Piano Modeling Sound; 307 Tones; Wood and Plastic Hybrid Structure Keyboard with Escapement and Ebony/Ivory Feel; 88 Keys; Progressive Damper Action Pedal; Acoustic Projection; 113dB Volume Level; 363 Internal Songs; Bluetooth Version 3.0; AC Adapter; 55 7/16 inches W x 37 3/8 inches D x 59 15/16 inches H; Black Finish; Bench; Installed Dolly				Roland or Approved Equal	GP-607-PEC with Jansen J-4003 Dolly	
		Romeo Music	1	Each	\$4,795.00	Roland	GP-607-PEC with Jansen J-4003 Dolly	98.0
	a	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$4,421.25	Roland	GP-607-PEC with Jansen J-4003 Dolly	
6		Piano: 49 inch Studio Up-right; Spruce Backposts; Hardwood Laminate with Beech Cap Bridges; Slow Close Fallboard; Chrome/Brass Hardware; Felt Hammers; Straight-Grain Siberian Spruce Key Material; 17-ply Maple Cross Banded Pinblock; Solid Spruce Soundboard; Nickel-Plated Steel Cut-thread Tuning Pins; Ebony Finish; with bench & dolly				Ritmuller or Approved Equal	RB with Jansen J4010 dolly	
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$5,399.00	Ritmuller	RB with Jansen J4010 dolly	78.0
7		Piano, Digital; Supernatural Piano Modeling Sound; 319 Tones; Wood and Plastic Hybrid Structure Keyboard with Escapement and Ebony/Ivory Feel; 88 Keys; Progressive Damper Action Pedal; 104dB Volume Level; 363 Internal Songs; Playable Software; Recordable Software; Bluetooth Version 3.0; AC Adapter; 54 5/16 inches W x 16 5/16 inches D x 39 15/16 inches H; Bench Included; Contemporary Rosewood Finish; Installed Dolly				Roland or Approved Equal	HP-601 with Jansen J404 Dolly	
		Romeo Music - Alternate	2	Each	\$1,965.00	Roland	HP-702 with Jansen J404 Dolly	98.0
	a	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$1,499.89	Roland	HP-601 with Jansen J404 Dolly	
8		Piano, Digital; Supernatural Piano Modeling Sound; 307 Tones; Wood and Plastic Hybrid Structure Keyboard with Escapement and Ebony/Ivory Feel; 88 Keys; Progressive Damper Action Pedal; Acoustic Projection Speaker; 112 dB Volume Level; 353 Internal Songs; Playable Software; Recordable Software; Bluetooth Version 3.0; AC Adapter; 55 7/16 inches W x 18 9/16 inches D x 42 1/8 inches H; Installed Dolly				Roland or Approved Equal	LX-17PEC with Jansen J4004 Dolly	
		Romeo Music - Alternate	1	Each	\$5,788.00	Roland	LX-17PEC with Jansen J4004 Dolly	98.0
	a	Music & Arts (Guitar Center DBA Music & Arts) - DISQUALIFIED DOES NOT INCLUDE SHIPPING	1	Each	\$3,534.68	Roland	LX-17PEC with Jansen J4004 Dolly	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
9	Keyboard, Marching; 88 Key Graded Hammer Standard (GHS) Action; Full Key Side; Velocity Sensitive; Piano Style Key; 1152 Voices; 128 Note Polyphony; MIDI In/Out/Thru Connectivity; Output Line; USB Connectivity; 1 Headphone Jack; 2 Input Pedals; Internal & USB Flash Port Storage; Recording/Playback MIDI Sequencer; LED Backlight Display; Effects: Reverb, Chorus Delay, Equalizer, Arpeggio; Power Adapter Included; 52 inch W x 6.6 inch H x 16 inch D					Yamaha or Approved Equal	MOXF8	
		Woodwind & Brasswind, Inc.	1	Each	\$1,215.00	Yamaha	MOXF8	84.9
		Sweetwater Sound, LLC - Alternate	1	Each	\$1,659.00	Yamaha	MODX8+	84.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,091.05	Yamaha	MOXF8	82.5
		Romeo Music - Alternate	1	Each	\$2,100.00	Yamaha	MODXF8+	78.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$1,699.00	Yamaha	MOXF8	63.7
10	Keyboard, Harmony Director; 32 Notes; 49 Keys C Scale (4 Octave Slider); 10 Voices; LCD Display; AC Power Adapter					Yamaha or Approved Equal	HD200	
		Sweetwater Sound, LLC	7	Each	\$495.00	Yamaha	HD200	94.4
		Romeo Music - Alternate	7	Each	\$575.00	Yamaha	HD300	89.4
		Woodwind & Brasswind, Inc. - Alternate	7	1	\$520.00	Yamaha	HD300 New Model L78579000000000	83.7
		Music & Arts (Guitar Center DBA Music & Arts) - Alternate	7	Each	\$477.00	Yamaha	HD-300	80.3
		Fort Bend Music Center (Cochran & Cochran Ent. Inc) - Alternate	7	Each	\$699.00	Yamaha	HD300	63.8
		McCormick's Group, LLC (Slabaugh)	7	Each	\$699.99	Yamaha	HD200	59.3
		Alamo Music Center - Alternate	7	Each	\$451.00	Yamaha	HD-300	59.0
		The String and Horn Shop - Alternate	7	Each	\$475.00	Yamaha	HD300	54.0
11	Cart, Keyboard Marching; 33 inch Keyboard Shelf Height; 1 1/2 inch Square Tube Construction; Shock-Absorbing Black Polyethylene Keyboard Shelf; 8 inch Flat Free Locking Casters; Open Frame with Full Length Shelf Underneath; 39 inches H x 68 inches W x 24 inches D; Black					Pageantry Innovations or Approved Equal	KC-15	
		Romeo Music	1	Each	\$1,490.00	Pageantry Innovations	KC-15	83.6
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$954.00	Pageantry Innovations	KC-15	82.5
		Steve Weiss Music	1	Each	\$1,525.00	Pageantry Innovations	KC-15	75.0
		The String and Horn Shop	1	Each	\$1,720.00	Pageantry Innovations	KC-15	38.2
12	Cart, Keyboard Marching; 33 inch Keyboard Shelf Height; High Density Shock-Absorbing Keyboard Shelf; 1 1/2 inch Square Tube Internal Accessory Rail; Laptop Tray; 1 Power Inlet Linked to 2 Internal Outlets; 2 1/4 inch Instrument Jacks with Internal Leads; High Density Texture Black ABS Panels; Built-In Rear Cable Drop; 8u Space Rack; Fully Enclosed with Removable Top and Back Covers; 8 inch Flat Free Swivel Locking Casters; 42 inches H x 68 inches W x 24 inches D; Black					Pageantry Innovations or Approved Equal	KC-30	
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,517.50	Pageantry Innovations	KC-30	82.5
		Romeo Music	1	Each	\$4,200.00	Pageantry Innovations	KC-30	82.0
		Steve Weiss Music	1	Each	\$3,495.00	Pageantry Innovations	KC-30	78.8
		The String and Horn Shop	1	Each	\$3,280.00	Pageantry Innovations	KC-30	46.7
13	Cart, Keyboard, 44 inch, Weather Resistant, Non-Slip Work Surface, Cable Grommets, Two Cabinets with Locking Handles, 8 inch Heavy Duty Casters, Handles Double as Small Instrument Racks, Black 36.5 inches Tall					Jarvis or Approved Equal	1349-2	
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,902.70	Jarvis	1349-2	82.5
		The String and Horn Shop	1	Each	\$2,260.00	Jarvis	1349-2	49.7
14	Case, Electric Keyboard; Molded-In Carrying Handle; End Towing Handle; Fiberglass Reinforced Nylon Trigger Release Latching System; Roller Blade Style Wheels; Adhesive Backed Foam Block; Foam in Lid; Interior Length 57.75 inches; Interior Width 19.75 inches; Interior Depth 6.0 inches					SKB or Approved Equal	6020W	

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
NO BID							

15	Bass, 3/4 Size; Fully Hand Carved back, ribs, and neck, of aged high quality Maple. Fully hand carved aged high quality Spruce top with appropriate arching. Inlaid Purfling. Solid Ebony Nut, Fingerboard and tailpiece. Hand fitted maple bridge with ebony adjusters. Strings must be set at an appropriate height. Hand applied Oil Varnish. High quality extra long endpin (aluminum or steel), with ebony socket and crutch tip. Must be fitted with: Evah Pirazzi, or Belcanto Strings. Include a 3/4 size braided carbon fiber bow with a french frog and high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	11	each	\$2,550.00			97.0
	Lisle Violin Shop	11	each	\$4,225.00			82.1
	H&H Music (Universal Melody Services)	11	each	\$5,200.00			76.6
	The String and Horn Shop	11	each	\$2,895.00			49.2

16	Bass, 1/2 Size; Fully Hand Carved plain maple back, ribs and neck. With a well-seasoned Spruce top. Solid Ebony Nut, fingerboard and tailpiece. Hand fitted maple bridge with ebony adjusters. Inlaid Purfling. Hand applied Oil Varnish. High quality extra long endpin (aluminum or steel), with ebony socket and rubber tip. Must be fitted with: Helicore Orchestral or Corelli 370 Strings. Include a 1/2 size braided carbon fiber bow with a french frog with high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	12	each	\$2,299.00			97.0
	Lisle Violin Shop	12	each	\$4,225.00			79.8
	H&H Music (Universal Melody Services)	12	each	\$5,200.00			74.7
	The String and Horn Shop	12	each	\$2,495.00			50.9

17	Bass, 1/4 Size: Hybrid or laminate plywood instrument. Hand fitted bridge with adjusters. High quality extra long endpin (aluminum or steel), with socket and rubber tip. Must be fitted with: Helicore Orchestral or Corelli 370 Strings. Include a 1/4 sized braided carbon fiber bow with a french frog. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	5	each	\$1,399.00			97.0
	Lisle Violin Shop	5	each	\$2,315.00			82.2
	H&H Music (Universal Melody Services)	5	each	\$3,420.00			73.4
	The String and Horn Shop	5	each	\$1,795.00			45.2

18	Bass, 1/8 Size: Hybrid or laminate plywood instrument. Hand fitted bridge with adjusters. High quality extra long endpin (aluminum or steel), with socket and rubber tip. Must be fitted with: Helicore Orchestral or Corelli 370 Strings. Include a 1/8 sized braided carbon fiber bow with a French frog. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	7	each	\$1,399.00			97.0
	Lisle Violin Shop	7	each	\$2,315.00			82.2
	H&H Music (Universal Melody Services)	7	each	\$3,420.00			73.4
	The String and Horn Shop	7	each	\$1,795.00			45.2

19	Bass, 1/8 Size: Hybrid or laminate plywood instrument. Hand fitted bridge with adjusters. High quality extra long endpin (aluminum or steel), with socket and rubber tip. Must be fitted with: Helicore Orchestral or Corelli 370 Strings. Include a 1/8 sized braided carbon fiber bow with a German frog. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	2	each	\$1,399.00			97.0
	Lisle Violin Shop	2	each	\$2,315.00			82.2
	H&H Music (Universal Melody Services)	2	each	\$3,420.00			73.4
	The String and Horn Shop	2	each	\$1,795.00			45.2

20	Cello, 4/4 Size: Fully Hand Carved back, ribs, and neck, of aged high quality Maple. Fully hand carved aged high quality Spruce top with appropriate arching. Solid Ebony Fingerboard, nut, and pegs. Hand applied Oil Varnish. Inlaid Purfling. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Pirastro Evah Pirazzi Soloist Gauge Strings. Include a 4/4 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	33	each	\$1,499.00			97.0
	Lisle Violin Shop	33	each	\$1,995.00			88.1
	H&H Music (Universal Melody Services)	33	each	\$2,545.00			80.6
	Lisle Violin Shop - Alternate	33	each	\$2,975.00	Dragon	10	78.2

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		The String and Horn Shop	33	each	\$2,295.00			40.1

21	Cello, 7/8 Size: Fully Hand Carved back, ribs, and neck, of aged high quality Maple. Fully hand carved aged high quality Spruce top with appropriate arching. Solid Ebony Fingerboard, nut, and pegs. Hand applied Oil Varnish. Inlaid Purfling. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Pirastro Evah Pirazzi Soloist Gauge Strings. Include a 4/4 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	4	each	\$1,499.00			97.0
	Lisle Violin Shop	4	each	\$1,995.00			88.1
	H&H Music (Universal Melody Services)	4	each	\$2,545.00			80.6
	Lisle Violin Shop - Alternate	4	each	\$2,775.00	Lisle	326	79.6
	The String and Horn Shop	4	each	\$2,295.00			40.1

22	Cello, 3/4 Size: Fully Hand Carved back, ribs, and neck, of aged high quality Maple. Fully hand carved aged high quality Spruce top with appropriate arching. Solid Ebony Fingerboard, nut, and pegs. Hand applied Oil Varnish. Inlaid Purfling. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Larsen A&D Strings and Helicore G&C Stings. Include a 3/4 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	21	each	\$1,499.00			97.0
	Lisle Violin Shop	21	each	\$1,675.00			93.8
	Lisle Violin Shop - Alternate	21	each	\$1,875.00	Lisle	318	90.0
	H&H Music (Universal Melody Services)	21	each	\$2,545.00			80.6
	The String and Horn Shop	21	each	\$2,295.00			40.1

23	Cello, 1/2 Size: Fully Hand Carved plain maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Helicore Strings. Include a 1/2 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
	99 Violin Shop (Vio Strings Inc)	15	each	\$1,150.00			97.0
	Lisle Violin Shop	15	each	\$1,645.00			86.0
	Lisle Violin Shop - Alternate	15	each	\$1,845.00	Lisle	318	82.9
	H&H Music (Universal Melody Services)	15	each	\$2,445.00			75.8
	The String and Horn Shop	15	each	\$1,695.00			41.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
24		Cello, 1/4 Size; Fully Hand Carved plain maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Helicore Strings. Include a 1/4 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
		99 Violin Shop (Vio Strings Inc)	16	each	\$1,150.00			97.0
		Lisle Violin Shop	16	each	\$1,645.00			86.0
		Lisle Violin Shop - Alternate	16	each	\$1,845.00			82.9
		H&H Music (Universal Melody Services)	16	each	\$2,345.00			76.6
		The String and Horn Shop	16	each	\$1,695.00			41.1
25		Cello, 1/8 Size; Fully Hand Carved plain maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Extra long high quality hardened steel or tubular aluminum endpin with ebony socket with rubber tip (no notches in endpin). Must be equipped with Helicore Strings. Include a 1/8 size braided carbon fiber bow with high quality horse hair. Standard padded case with high-quality zipper.						
		99 Violin Shop (Vio Strings Inc)	1	each	\$1,150.00			97.0
		H&H Music (Universal Melody Services)	1	each	\$2,200.00			77.9
		The String and Horn Shop	1	each	\$1,695.00			41.1
26		Viola, 12 inch; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Helicore Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair. Hand varnished with antiqued amber-brown oil varnish. Adjustments include ebony finger board, pegs, chinrest and composite tail piece with four built-in tuners with D Addario Helicore strings. The outfit will include a carbon fiber bow and a dart shaped woodshell case.						
		99 Violin Shop (Vio Strings Inc)	4	each	\$499.00			97.0
		Lisle Violin Shop - Alternate	4	each	\$715.00	Lisle	96	85.9
		Lisle Violin Shop	4	each	\$845.00			81.6
		The String and Horn Shop	4	each	\$895.00			36.3
		H&H Music (Universal Melody Services)	4	each	\$1,692.00			68.8
27		Viola, 13 inch; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Helicore Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair. Hand varnished with antiqued amber-brown oil varnish. Adjustments include ebony finger board, pegs, chinrest and composite tail piece with four built-in tuners with D Addario Helicore strings. The outfit will include a carbon fiber bow and a dart shaped woodshell case.						
		99 Violin Shop (Vio Strings Inc)	4	each	\$499.00			97.0
		Lisle Violin Shop - Alternate	4	each	\$715.00	Lisle	96	85.9
		Lisle Violin Shop	4	each	\$845.00			81.6
		H&H Music (Universal Melody Services)	4	each	\$1,692.00			68.8
		The String and Horn Shop	4	each	\$895.00			36.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
28	Viola, 14 inch; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Helicore Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair. Hand varnished with antiqued amber-brown oil varnish. Adjustments include ebony finger board, pegs, chinrest and composite tail piece with four built-in tuners with D Addario Helicore strings. The outfit will include a carbon fiber bow and a dart shaped woodshell case.							
	99 Violin Shop (Vio Strings Inc)		14	each	\$499.00			97.0
	Lisle Violin Shop - Alternate		14	each	\$715.00	Lisle	96	85.9
	Lisle Violin Shop		14	each	\$845.00			81.6
	The String and Horn Shop		14	each	\$895.00			36.3
	H&H Music (Universal Melody Services)		14	each	\$1,692.00			68.8

29	Viola, 15 inch; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Helicore Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair. Hand varnished with oil varnish. Adjustments include ebony finger board, pegs, chinrest and composite tail piece with four built-in tuners with D Addario Helicore strings. The outfit will include a carbon fiber bow and a dart shaped woodshell case.							
	99 Violin Shop (Vio Strings Inc)		13	each	\$549.00			97.0
	Lisle Violin Shop - Alternate		13	each	\$715.00	Lisle	96	88.7
	Lisle Violin Shop		13	each	\$845.00			84.0
	H&H Music (Universal Melody Services)		13	each	\$1,742.00			69.6
	The String and Horn Shop		13	each	\$895.00			38.5

30	Viola, 16 inch; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Helicore Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair. Hand varnished with oil varnish. Adjustments include ebony finger board, pegs, chinrest and composite tail piece with four built-in tuners with D Addario Helicore strings. The outfit will include a carbon fiber bow and a dart shaped woodshell case.							
	99 Violin Shop (Vio Strings Inc)		4	each	\$549.00			97.0
	Lisle Violin Shop - Alternate		4	each	\$715.00	Lisle	96	88.7
	Lisle Violin Shop		4	each	\$845.00			84.0
	H&H Music (Universal Melody Services)		4	each	\$1,742.00			69.6
	The String and Horn Shop		4	each	\$895.00			38.5

31	Violin, 1/4 Size; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Thomastik Dominant Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair and a dart shaped woodshell case.							
	99 Violin Shop (Vio Strings Inc)		8	each	\$459.00			97.0
	Lisle Violin Shop - Alternate		8	each	\$580.00	Lisle	96	89.7
	Lisle Violin Shop		8	each	\$700.00			84.2
	H&H Music (Universal Melody Services)		8	each	\$1,170.00			72.7
	The String and Horn Shop		8	each	\$795.00			37.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
32	Violin, 1/2 Size; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Thomastik Dominant Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair and a dart shaped woodshell case.							
		99 Violin Shop (Vio Strings Inc)	12	each	\$459.00			97.0
		Lisle Violin Shop - Alternate	12	each	\$580.00	Lisle	96	89.7
		Lisle Violin Shop	12	each	\$700.00			84.2
		H&H Music (Universal Melody Services)	12	each	\$1,170.00			72.7
		The String and Horn Shop	12	each	\$795.00			37.1
33	Violin, 3/4 Size; Fully Hand Carved maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Thomastik Dominant Strings. Include an appropriate sized braided carbon fiber bow with high quality horse hair and a dart shaped woodshell case.							
		99 Violin Shop (Vio Strings Inc)	16	each	\$459.00			97.0
		Lisle Violin Shop - Alternate	16	each	\$580.00	Lisle	96	89.7
		Lisle Violin Shop	16	each	\$700.00			84.2
		Lisle Violin Shop - Alternate	16	each	\$825.00	Lisle	118	80.3
		H&H Music (Universal Melody Services)	16	each	\$1,275.00			71.4
		The String and Horn Shop	16	each	\$795.00			37.1
34	Violin, 4/4 Size; Fully Hand Carved high quality maple back, ribs and neck with a well-seasoned Spruce top. Solid ebony nut, fingerboard and pegs. Inlaid Purfling. Hand applied Oil Varnish. Pegs must be made of a high quality material and professionally hand fitted to instrument. Hand fitted Despiau or Aubert Bridge. Wittner Ultra Light Tailpiece with 4 fine tuners and nylon tailgut or approved equivalent. Must be equipped with Pirastro Evah Pirazzi with a Gold Plated E string. Include an appropriate sized braided carbon fiber bow with high quality horse hair and a dart shaped woodshell case.							
		99 Violin Shop (Vio Strings Inc)	22	each	\$559.00			97.0
		Lisle Violin Shop - Alternate	22	each	\$605.00	Lisle	96	95.0
		Lisle Violin Shop	22	each	\$725.00			88.8
		Lisle Violin Shop - Alternate	22	each	\$850.00	Lisle	Model 118	84.3
		H&H Music (Universal Melody Services)	22	each	\$1,675.00			70.3
		The String and Horn Shop	22	each	\$995.00			36.5
35	Harp, Pedal; 47 Strings; 0 Octave G to 7th Octave C; Sitka Spruce Soundboard; 73 1/2 inch H x 39 inch W; 21 5/8 inch Soundboard; Natural Finish							
		H&H Music (Universal Melody Services)	3	each	\$21,000.00	Salvi	Dahpne 47 EX	92.3
		Lyon & Healy Harps	3	each	\$18,525.00			81.0
36	Harp, Lever; 5 Octaves; 36 Strings; 1st Octave C to 6th Octave C; Sitka Spruce Soundboard; 65 1/2 inch H x 30 inch W; 15 1/8 inch Soundboard Width; Natural Finish							
		H&H Music (Universal Melody Services)	1	each	\$6,000.00	Toubadour VI		85.1
		Lyon & Healy Harps	1	each	\$4,209.00			81.0
37	Bench, Harp; Adjustable X-Type Padded Keyboard Bench; Three Adjustable Height Levels from 16 inch to 19.75 inch; Seat Measures 12.5 inch x 17 inch							
		Music & Arts (Guitar Center DBA Music & Arts)	5	each	\$22.78	On-Stage Stands	KT7800+ Keyboard Bench	82.5
		H&H Music (Universal Melody Services)	5	each	\$109.00			65.4
		Lyon & Healy Harps	5	each	\$115.00			48.9
38	Dolly, Harp; 6 Wheels with Tandem 3 Wheel Chassis; Two Padded Nylon Straps (one at the top and one at the base); Velcro Buckles; 43 inch Tall with 6 inch Diameter Rubber Wheels; 6 inch Deep and 16 3/4 inch Wide Tray Lined with Non-Slip Material							
		H&H Music (Universal Melody Services)	2	each	\$700.00			85.7
		Lyon & Healy Harps	2	each	\$502.50			81.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
39		Transport Cover Set (3 Piece, Harp, Column and Base), Harp; Constructed of 100% Nylon Pack Cloth with Polyurethane Coating; 3/4 inch Inner Foam Core; 100% Cotton Flannel Inner Lining; Base Cover Bottom is High-Density Polyethylene; Heavy-Duty Zippers with a Padded Flap on Both Sides; Cover Secures to Base with Velcro; Cover has 3 Webbing Straps and Two Hand Holes; Cover has a Business Card Holder						
		H&H Music (Universal Melody Services)	2	each	\$845.00			85.0
		Lyon & Healy Harps - Alternate	2	each	\$591.25	Salvi		81.0
		Lyon & Healy Harps	2	each	\$693.50			75.1
40		Bow, Bass 1/4 Size; Braided carbon fiber bow with a German frog and high quality horse hair						
		99 Violin Shop (Vio Strings Inc)	4	each	\$105.00			97.0
		Lisle Violin Shop	4	each	\$265.50			73.8
		H&H Music (Universal Melody Services)	4	each	\$370.00			68.4
		The String and Horn Shop	4	each	\$190.00			36.1
	a	Music & Arts (Guitar Center DBA Music & Arts)	4	each	\$63.56			
41		Bow, Bass 1/2 Size; Braided carbon fiber bow with a German frog and high quality horse hair						
		99 Violin Shop (Vio Strings Inc)	5	each	\$105.00			97.0
		Lisle Violin Shop	5	each	\$265.50			73.8
		H&H Music (Universal Melody Services)	5	each	\$370.00			68.4
		The String and Horn Shop	5	each	\$190.00			36.1
	a	Music & Arts (Guitar Center DBA Music & Arts)	5	each	\$53.58			-
42		Bow, Bass 3/4 Size; Braided carbon fiber bow with a German frog and high quality horse hair						
		99 Violin Shop (Vio Strings Inc)	1	each	\$105.00			97.0
		Shar Products Company	1	each	\$145.00			75.0
		Lisle Violin Shop	1	each	\$265.50			73.8
		H&H Music (Universal Melody Services)	1	each	\$370.00			68.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	each	\$120.00			53.0
		The String and Horn Shop	1	each	\$190.00			36.1
	a	Music & Arts (Guitar Center DBA Music & Arts)	1	each	\$183.38			
43		Bow, Bass 1/2 Size; Braided carbon fiber bow with a French frog and high quality horse hair						
		99 Violin Shop (Vio Strings Inc)	5	each	\$105.00			97.0
		Lisle Violin Shop	5	each	\$265.50			73.8
		H&H Music (Universal Melody Services)	5	each	\$370.00			68.4
		The String and Horn Shop	5	each	\$190.00			36.1
	a	Music & Arts (Guitar Center DBA Music & Arts)	5	each	\$53.58			
44		Bow, Bass 3/4 Size; Braided carbon fiber bow with a French frog and high quality horse hair						
		99 Violin Shop (Vio Strings Inc)	12	each	\$105.00			97.0
		Shar Products Company	12	each	\$145.00			75.0
		Lisle Violin Shop	12	each	\$265.50			73.8
		H&H Music (Universal Melody Services)	12	each	\$370.00			68.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	12	each	\$160.00			44.3
		The String and Horn Shop	12	each	\$190.00			36.1
	a	Music & Arts (Guitar Center DBA Music & Arts)	12	each	\$208.82			

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
45	Bow, Cello 1/2 size; Braided Carbon fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	5	each	\$89.00			97.0
		Lisle Violin Shop	5	each	\$175.50			78.3
		H&H Music (Universal Melody Services)	5	each	\$296.00			69.0
		The String and Horn Shop	5	each	\$135.00			40.4
a		Music & Arts (Guitar Center DBA Music & Arts)	5	each	\$22.81			
46	Bow, Cello 3/4 size; Braided Carbon fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	11	each	\$89.00			95.2
		Shar Products Company	11	each	\$85.00			86.0
		Lisle Violin Shop	11	each	\$175.50			77.4
		H&H Music (Universal Melody Services)	11	each	\$296.00			68.5
		The String and Horn Shop	11	each	\$135.00			39.2
a		Music & Arts (Guitar Center DBA Music & Arts)	11	each	\$22.81			
47	Bow, Cello 4/4 size; Braided Carbon fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	17	each	\$89.00			95.2
		Shar Products Company	17	each	\$85.00			86.0
		Lisle Violin Shop	17	each	\$175.50			77.4
		H&H Music (Universal Melody Services)	17	each	\$296.00			68.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	17	each	\$110.00			48.9
		The String and Horn Shop	17	each	\$135.00			39.2
a		Music & Arts (Guitar Center DBA Music & Arts)	17	each	\$22.81			
48	Bow, Violin 4/4 Size; Braided Carbon fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	17	each	\$65.00			97.0
		Shar Products Company	17	each	\$65.00			86.0
		Lisle Violin Shop	17	each	\$112.50			81.1
		H&H Music (Universal Melody Services)	17	each	\$232.00			68.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	17	each	\$70.00			55.1
		The String and Horn Shop	17	each	\$85.00			44.6
a		Music & Arts (Guitar Center DBA Music & Arts)	17	each	\$15.15			
49	Bow, Violin 3/4 Size; Braided Carbon fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	9	each	\$65.00			97.0
		Shar Products Company	9	each	\$65.00			86.0
		Lisle Violin Shop	9	each	\$112.50			81.1
		H&H Music (Universal Melody Services)	9	each	\$232.00			68.2
		The String and Horn Shop	9	each	\$85.00			44.6
a		Music & Arts (Guitar Center DBA Music & Arts)	9	each	\$15.15			
50	Bow, Viola, 4/4 Size, Braided Carbon Fiber bow with high quality horse hair							
		99 Violin Shop (Vio Strings Inc)	8	each	\$70.00			97.0
		Shar Products Company	8	each	\$75.00			83.3
		Lisle Violin Shop	8	each	\$121.50			81.0
		H&H Music (Universal Melody Services)	8	each	\$255.00			68.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	8	each	\$70.00			58.0
		The String and Horn Shop	8	each	\$95.00			43.5
a		Music & Arts (Guitar Center DBA Music & Arts)	8	each	\$16.31			
51	Endpin Anchor, Cello; 2 inch wide Woven Trap; Adjustable from 16 inch to 32 inch; Heavy Duty D-Ring; Heavy Duty Hard Rubber Cup with Non Slip Sole							
		99 Violin Shop (Vio Strings Inc)	20	each	\$12.00			86.8
		Lisle Violin Shop	20	each	\$12.60			86.4
		Shar Products Company	20	each	\$8.95			86.0
		H&H Music (Universal Melody Services)	20	each	\$15.00			80.9
		The String and Horn Shop	20	each	\$24.95			30.3
52	Endpin Stop, Bass; Semi-Soft Hockey Puck; Approximately 3 1/2 inch x 1 1/2 inch; Ribbing on the Bottom; Rounded Golden Cup approximately 1 inch W x 1/2 inch D; Reinforced Metal Cup with Black Rubber Base							

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Shar Products Company	55	each	\$3.65			86.0
		99 Violin Shop (Vio Strings Inc)	55	each	\$5.50			83.5
		H&H Music (Universal Melody Services)	55	each	\$15.00			66.7
		The String and Horn Shop	55	each	\$6.50			38.5

53	Case, Cello; 3/4 Cello Size (up to 16 inch lower bout); Suspension System; Fiberglass Constructed Shell; Smooth High Gloss Finish; Velour Interior with Two Bow holders and Accessory Pocket; Shoulder Strap; Black Exterior with Wine Velour Interior				Bobelock or Approved Equal	2000LS	
	Lisle Violin Shop	1	each	\$639.00	Bobelock	2000LS	88.7
	H&H Music (Universal Melody Services) - Alternate	1	each	\$650.00	Eastman	CACL18P	87.2
	99 Violin Shop (Vio Strings Inc)	1	each	\$699.00	Bobelock	2000LS	85.0
	The String and Horn Shop	1	each	\$490.00	Bobelock	2000LS	56.0

54	Case, Cello; 4/4 Cello Size (up to 17 inch lower bout); Suspension System; Fiberglass Constructed Shell; Smooth High Gloss Finish; Velour Interior with Two Bow holders and Accessory Pocket; Shoulder Strap; Black Exterior with Wine Velour Interior				Bobelock or Approved Equal	2000LS	
	Lisle Violin Shop	4	each	\$639.00	Bobelock	2000LS	88.7
	H&H Music (Universal Melody Services) - Alternate	4	each	\$650.00	Eastman	CAC18P	87.2
	99 Violin Shop (Vio Strings Inc)	4	each	\$699.00	Bobelock	2000LS	85.0
	The String and Horn Shop	4	each	\$490.00	Bobelock	2000LS	56.0

55	Baritone, Marching with Case; Key of Bb; .571 inch Bore; 10 inch bell; Yellow Brass Bell Material; Nickel-Plated Pistons; Large Shank Mouthpiece Receiver; Heavy Bracing; Yamaha L48 Large Shank Mouthpiece; Silver Plated Finish; Case				Yamaha or Approved Equal	YBH-301MS	
a	Sweetwater Sound, LLC	2	Each	\$2,193.00	Yamaha	YBH-301MS	94.6
	Woodwind & Brasswind, Inc.	2	Each	\$2,221.00	Yamaha	YBH-301MS	85.1
	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$2,028.00	Yamaha	YBH-301MS	80.1
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$2,235.54	Yamaha	YBH-301MS	78.4
	Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$2,349.00	Yamaha	YBH-301MS	72.2
	Alamo Music Center	2	Each	\$2,006.88	Yamaha	YBH-301MS	59.0
	The String and Horn Shop	2	Each	\$2,107.00	Yamaha	YBH-301MS	54.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$2,320.00	Yamaha	YBH-301MS	52.6
	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	2	Each	\$1,495.00	Melhart	MMB-3301GS	

56	Bassoon, With High D; Select Aged Maple Body; German (white synthetic ivory) Bell; Lining in wing and small bore of the boot; Nickel silver water tubes extending into the bore; Body Lock; Case with shoulder and back pack straps; Two high-quality bassoon reeds; Hand rest; Neck strap; Seat strap; Microfiber swabs for boot and wing; Care cloth				Fox or Approved Equal	222 With High D	
	Sweetwater Sound, LLC	2	Each	\$6,497.00	Fox	222 With High D	97.2
	Woodwind & Brasswind, Inc.	2	Each	\$6,581.00	Fox	222 With High D	87.7
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$6,626.33	Fox	222 With High D	80.9
	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$6,380.00	Fox	222 With High D	80.4
	Taylor Music, Inc.	2	Each	\$6,366.00	Fox	222 With High D	73.5
	Alamo Music Center	2	Each	\$6,525.00	Fox	222 With High D	58.0
	The String and Horn Shop	2	Each	\$6,425.00	Fox	222 With High D	55.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$7,571.50	Fox	222 With High D	51.6
	H&H Music (Universal Melody Services)	2	Each	\$6,563.00	Fox	222 With High D	45.8

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
57	Bassoon; Red Maple Body; Silver Plated, full German key system; Short Bore; Rollers on F, Ab, Eb, Db; Right thumb Bb and F#; Bb guard; #2 and #3 CVX Bocals; Accessories include: Neck Strap, Seat Strap, Two Swabs; Case					Fox or Approved Equal	240	
		Sweetwater Sound, LLC	2	Each	\$9,589.00	Fox	240	97.2
		H&H Music (Universal Melody Services)	2	Each	\$9,714.00	Fox	240	95.7
		Woodwind & Brasswind, Inc.	2	Each	\$9,740.00	Fox	240	87.6
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$9,807.12	Fox	240	80.8
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$9,442.00	Fox	240	80.3
		Taylor Music, Inc.	2	Each	\$9,393.00	Fox	240	73.5
		Alamo Music Center	2	Each	\$9,473.00	Fox	240	58.7
		The String and Horn Shop	2	Each	\$9,425.00	Fox	240	55.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$11,173.00	Fox	240	51.6

58	Clarinet, Alto; Key of Eb; C* Mouthpiece; Granadilla Body; Silver-Plate Keys; Boehm (French) Key System; Includes Case, Mouthpiece, Ligature, Cap, and Care Products					Buffet or Approved Equal	BC-1503-2-0	
		H&H Music (Universal Melody Services)	1	Each	\$12,100.00	Buffet	BC-1503-2-0	97.0
		Sweetwater Sound, LLC	1	Each	\$13,879.00	Buffet	BC-1503-2-0	92.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$14,362.75	Buffet	BC-1503-2-0	76.2
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$13,714.00	Buffet	BC-1503-2-0	73.3
		Alamo Music Center	1	Each	\$12,167.00	Buffet	BC-1503-2-0	58.8
		The String and Horn Shop	1	Each	\$13,250.00	Buffet	BC-1503-2-0	52.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$15,034.00	Buffet	BC-1503-2-0	50.2

59	Clarinet, Contra Alto; Key of Eb; Range to Low Eb; Boehm System; Articulated G#, #b Lever; Silver-Plated Nickel Silver Neck, Adjustable; Brazilian Rosewood Body; Silver-Plated Brass Bell; Adjustable Stand; Includes: Mouthpiece, Cap, Ligature, Swab, Case					Selmer or Approved Equal	40	
		H&H Music (Universal Melody Services)	1	Each	\$17,242.00	Selmer	40	96.8
		Sweetwater Sound, LLC	1	Each	\$18,480.00	Selmer	40	95.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$17,140.35	Selmer	40	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$18,842.37	Selmer	40	78.9
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$21,209.00	Selmer	40	70.3
		Alamo Music Center	1	Each	\$17,409.31	Selmer	40	58.4
		The String and Horn Shop	1	Each	\$17,240.00	Selmer	40	55.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$19,554.00	Selmer	40	53.1

60	Clarinet, Contra Bass; C* mouthpiece; Rosewood Body; Articulated G# Key Style; Silver-Plated Keys; Low C Range; Includes: Case, Mouthpiece, Cap, Ligature					Selmer or Approved Equal	41	
		H&H Music (Universal Melody Services)	1	Each	\$30,305.00	Selmer	41	96.8
		Sweetwater Sound, LLC	1	Each	\$32,489.00	Selmer	41	95.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$30,125.35	Selmer	41	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$33,581.37	Selmer	41	78.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$37,279.00	Selmer	41	70.3
		Alamo Music Center	1	Each	\$30,535.00	Selmer	41	58.5
		The String and Horn Shop	1	Each	\$30,295.00	Selmer	41	55.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$34,867.00	Selmer	41	52.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
61		Clarinet, Bass; Key of Bb; Range to Low C; Selmer Focus mouthpiece; Unstained Granadilla Body; Power Forged Silver Key Plating; Eb/Ab Lever, Low G Resonance, Double and Triple D Spatula Keys; Undercut Tone Holes; Case and Care Products				Buffet or Approved Equal	BC1193-2-0 + Focus Mouthpiece	
		H&H Music (Universal Melody Services)	1	Each	\$10,500.00	Buffet	BC1193-2-0 + Focus Mouthpiece	97.0
		Woodwind & Brasswind, Inc.	1	Each	\$11,925.00	Buffet	BC1193-2-0 + Focus Mouthpiece	84.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$11,307.85	Buffet	BC1193-2-0 + Focus Mouthpiece	77.6
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$11,665.00	Buffet	BC1193-2-0 + Focus Mouthpiece	74.0
		Alamo Music Center	1	Each	\$10,498.00	Buffet	BC1193-2-0 + Focus Mouthpiece	59.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$41,460.18	Buffet	BC1193-2-0 + Focus Mouthpiece	52.6
		The String and Horn Shop	1	Each	\$11,495.00	Buffet	BC1193-2-0 + Focus Mouthpiece	52.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$12,695.00	Buffet	BC1193-2-0 + Focus Mouthpiece	51.1
a		Sweetwater Sound, LLC	1	Each	\$11,699.00	Buffet	BC1193-2-0 + standard buffet MPC	

62		Clarinet, Bass; Key of Bb; Selmer Focus mouthpiece; Granadilla Wood Body (down to EB); Adjustable Thumb Rest; Includes Cap, Ligature, Swab, Case				Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	
		H&H Music (Universal Melody Services)	3	Each	\$5,100.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	97.0
		Woodwind & Brasswind, Inc.	3	Each	\$6,455.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	80.6
		Washington Music Center (Washington Music Sales Center, Inc)	3	Each	\$5,777.85	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	75.8
		Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$6,166.56	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	75.6
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	3	Each	\$5,675.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	73.9
		The String and Horn Shop	3	Each	\$5,495.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	53.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$6,412.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	49.8
		Alamo Music Center	3	Each	\$15,828.00	Buffet or Approved Equal	BC1180-2-0 + Focus Mouthpiece	31.9
a		Sweetwater Sound, LLC - Disqualified bid wrong mouthpiece	3	Each	\$5,769.00	Buffet or Approved Equal	BC1193-2-0 + standard buffet MPC	

63		Clarinet, Bass; Low Eb, Standard, Two Piece Neck, unstained grenadilla body, silver plated keys, undercut tone holes, includes Jakob Winter case with backpack straps, mouthpiece, ligature, cap, and care products				Buffet or Approved Equal	1183 Prestige	
		H&H Music (Universal Melody Services)	1	Each	\$9,800.00	Buffet	1183 Prestige	95.3
		Sweetwater Sound, LLC	1	Each	\$10,697.00	Buffet	1183 Prestige	93.1
		Woodwind & Brasswind, Inc.	1	Each	\$11,440.00	Buffet	1183 Prestige	81.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$10,910.70	Buffet	1183 Prestige	76.9
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$10,363.65	Buffet	1183 Prestige	76.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$10,409.00	Buffet	1183 Prestige	74.1
		Alamo Music Center	1	Each	\$9,390.00	Buffet	1183 Prestige	59.0
		The String and Horn Shop	1	Each	\$10,275.00	Buffet	1183 Prestige	52.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$11,323.00	Buffet	1183 Prestige	51.2

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
64		Clarinet, Bass; Key of Bb, High-impact plastic body with brushed wood grain finish, re-curved neck, straight tone holes, 18 keys - 7 covered finger holes - range to low Eb, a nickel-plated keys-bell-mouthpipe, a floor peg, a G.M. Bundy hard rubber mouthpiece, and a wood shell case.				Selmer or Approved Equal	1430LP	
		H&H Music (Universal Melody Services)	6	Each	\$1,927.00	Selmer	1430LP	96.4
		Sweetwater Sound, LLC	6	Each	\$2,046.00	Selmer	1430LP	95.1
		Woodwind & Brasswind, Inc.	6	Each	\$2,163.00	Selmer	1430LP	84.1
		Washington Music Center (Washington Music Sales Center, Inc)	6	Each	\$1,897.00	Selmer	1430LP	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$2,143.67	Selmer	1430LP	77.9
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	6	Each	\$2,231.00	Selmer	1430LP	72.0
		Alamo Music Center	6	Each	\$1,995.00	Selmer	1430LP	57.0
		The String and Horn Shop	6	Each	\$1,905.00	Selmer	1430LP	55.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$2,163.00	Selmer	1430LP	53.1

65		Clarinet, Bass (student model): Key of Bb; C* mouthpiece; 2 Piece ABS Resin Body with Matte Finish; Nickel Plating; Adjustable Thumb Rest; Includes Compact Case, Ligature, Cap, Cork Grease, Neck Strap, Treated Polishing Cloth, Cleaning Cloth				Yamaha or Approved Equal	YCL 221II + Focus Mouthpiece	
		Sweetwater Sound, LLC	1	Each	\$2,049.00	Yamaha	YCL 221II + Standard Yamaha MPC	98.0
		Woodwind & Brasswind, Inc.	1	Each	\$2,355.00	Yamaha	YCL 221II + Focus Mouthpiece	83.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$2,189.90	Yamaha	YCL 221II + Focus Mouthpiece	77.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,366.32	Yamaha	YCL 221II + Focus Mouthpiece	77.1
		Alamo Music Center	1	Each	\$2,143.00	Yamaha	YCL 221II + Focus Mouthpiece	57.2
		The String and Horn Shop	1	Each	\$2,230.00	Yamaha	YCL 221II + Focus Mouthpiece	52.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$2,468.00	Yamaha	YCL 221II + Focus Mouthpiece	51.2

66		Clarinet; Key of A; C* Mouthpiece; Granadilla Body: Silver-Plated Nickel Silver Keys; 65mm Barrel; Adjustable Thumb Rest; Boehm Toneholes System; Hard Case				Yamaha or Approved Equal	YCL-CSVRA	
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$3,227.70	Yamaha	YCL-CSVRA	80.0
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,246.10	Yamaha	YCL-CSVRA	77.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$3,383.00	Yamaha	YCL-CSVRA	73.8
		The String and Horn Shop	1	Each	\$3,025.00	Yamaha	YCL-CSVRA	56.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$3,500.00	Yamaha	YCL-CSVRA	52.6
		Alamo Music Center	1	Each	\$4,951.00	Yamaha	YCL-CSVRA	43.4
	a	Sweetwater Sound, LLC	1	Each	\$3,588.00	Yamaha	YCL 221II + Standard Yamaha MPC	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
67	Clarinet; Key of Bb; stained African blackwood; undercut tone holes; stainless steel springs; fixed thumb rest; hardwood case					Buffet or Approved Equal	E-11 Model BC2501N-5-0	
		H&H Music (Universal Melody Services)	16	Each	\$930.00	Buffet	E-11 Model BC2501N-5-0	95.1
		Sweetwater Sound, LLC	16	Each	\$1,039.00	Buffet	E-11 Model BC2501N-5-0	92.1
		Woodwind & Brasswind, Inc.	16	Each	\$1,060.00	Buffet	E-11 Model BC2501N-5-0	82.4
		Washington Music Center (Washington Music Sales Center, Inc)	16	Each	\$977.00	Buffet	E-11 Model BC2501N-5-0	76.8
		Music & Arts (Guitar Center DBA Music & Arts)	16	Each	\$1,040.92	Buffet	E-11 Model BC2501N-5-0	76.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	16	Each	\$1,054.00	Buffet	E-11 Model BC2501N-5-0	71.6
		Alamo Music Center	16	Each	\$885.98	Buffet	E-11 Model BC2501N-5-0	59.0
		The String and Horn Shop	16	Each	\$932.00	Buffet	E-11 Model BC2501N-5-0	54.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	16	Each	\$1,081.00	Buffet	E-11 Model BC2501N-5-0	50.8
68	Clarinet; Bb Professional; Selmer Focus Mouthpiece; .577 inch bore; 66mm Barrel; Granadilla Wood; 17-key, 6-ring Nickel Plated Keys; Polycylindrical Bore; Undercut Toneholes; Adjustable Thumb Rest; Deluxe Naugahyde-Covered Wood Shell Case with Plush Interior					Buffet or Approved Equal	R13 + Focus Mouthpiece	
		H&H Music (Universal Melody Services)	10	Each	\$3,049.00	Buffet	R13 + Focus Mouthpiece	97.0
		Music & Arts (Guitar Center DBA Music & Arts)	10	Each	\$3,679.23	Buffet	R13 + Focus Mouthpiece	75.6
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	10	Each	\$4,505.00	Buffet	R13 + Focus Mouthpiece	65.1
		The String and Horn Shop	10	Each	\$3,295.00	Buffet	R13 + Focus Mouthpiece	53.0
		Alamo Music Center	10	Each	\$5,807.00	Buffet	R13 + Focus Mouthpiece	40.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	10	Each	\$7,034.00	Buffet	R13 + Focus Mouthpiece	35.3
a		Sweetwater Sound, LLC	10	Each	\$3,338.00	Buffet	R13 + standard Buffet MPC	
69	Clarinet, Eb (Professional Model); Granadilla Body; Silver Plated Keys; Adjustable Thumb Rest; Includes Leather Covered Case; Ligature; Cap; Care Products					Buffet or Approved Equal	BC-1531-2-0	
		Woodwind & Brasswind, Inc.	1	Each	\$1,496.00	Buffet	BC-1531-2-0	89.0
		H&H Music (Universal Melody Services)	1	Each	\$4,616.00	Buffet	BC-1531-2-0	70.0
		Sweetwater Sound, LLC	1	Each	\$5,299.00	Buffet	BC-1531-2-0	69.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,331.27	Buffet	BC-1531-2-0	68.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$4,966.00	Buffet	BC-1531-2-0	52.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$5,588.00	Buffet	BC-1531-2-0	48.7
		Alamo Music Center	1	Each	\$4,621.00	Buffet	BC-1531-2-0	31.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$5,613.00	Buffet	BC-1531-2-0	28.7
70	Mouthpiece, Clarinet, Bass; Hard Rubber; Uses 3.0 - 4.0 Reed Strengths					Selmer or Approved Equal	S203FOCUS	
		H&H Music (Universal Melody Services)	2	Each	\$315.00	Selmer	S203FOCUS	90.7
		Woodwind & Brasswind, Inc.	2	Each	\$280.00	Selmer	S203FOCUS	86.9
		Sweetwater Sound, LLC	2	Each	\$373.00	Selmer	S203FOCUS	86.4
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$277.06	Selmer	S203FOCUS	80.8
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$294.90	Selmer	S203FOCUS	76.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$291.00	Selmer	S203FOCUS	74.4
		The String and Horn Shop	2	Each	\$265.00	Selmer	S203FOCUS	56.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$300.00	Selmer	S203FOCUS	53.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
71	Mouthpiece, Clarinet, Eb; Hard Rubber; Uses 3.5-4.0 Reed Strengths					Selmer or Approved Equal	SPCLCONCEPT	
		Sweetwater Sound, LLC	1	Each	\$109.00	Selmer	SPCLCONCEPT	95.8
		H&H Music (Universal Melody Services)	1	Each	\$109.00	Selmer	SPCLCONCEPT	94.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$105.33	Selmer	SPCLCONCEPT	81.6
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$112.10	Selmer	SPCLCONCEPT	77.3
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$115.00	Selmer	SPCLCONCEPT	73.8
		The String and Horn Shop	1	Each	\$103.00	Selmer	SPCLCONCEPT	56.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$150.00	Selmer	SPCLCONCEPT	45.5

72	Euphonium; Professional; Key of Bb/F; Compensating System; 3 Top Action and 4th Side Action pistons; 11.8 inch Upright Bell; Two-Piece Yellow Brass Bell; Large Shank Mouthpiece Receiver; Case; L51 Mouthpiece: Silver Finish					Yamaha or Approved Equal	YEP-642SII	
		Sweetwater Sound, LLC	5	Each	\$5,952.00	Yamaha	YEP-642SII	80.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	5	Each	\$3,383.00	Besson	#165-2-0	74.5
		Woodwind & Brasswind, Inc.	5	Each	\$6,030.00	Yamaha	YEP-642SII	71.4
		Washington Music Center (Washington Music Sales Center, Inc)	5	Each	\$5,503.00	Yamaha	YEP-642SII	65.1
		Music & Arts (Guitar Center DBA Music & Arts)	5	Each	\$6,067.44	Yamaha	YEP-642SII	64.8
		Alamo Music Center	5	Each	\$5,491.00	Yamaha	YEP-642SII	43.6
		The String and Horn Shop	5	Each	\$5,724.00	Yamaha	YEP-642SII	39.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	5	Each	\$6,297.00	Yamaha	YEP-642SII	39.5

73	Euphonium, Key of Bb; Compensating System; .591-.661 Inch Bore; 11.8 inch Upright Bell; Monel Piston Valves; 3 Top and 1 Side Valve; Open Design Gold Brass Leadpipe; Yellow Brass Valve Casing; L51 Mouthpiece; Large Mouthpiece Shank; Case; Silver Finish					Yamaha or Approved Equal	YEP-842S	
		Sweetwater Sound, LLC - Alternate	1	Each	\$8,373.00	Yamaha	YEP-842TS with standard Yamaha MPC	91.8
		Woodwind & Brasswind, Inc. - Alternate	1	Each	\$8,565.00	Yamaha	L18929000000000 NEW MODEL YEP-842TS	82.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$7,809.02	Yamaha	YEP-842S	78.7
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$7,740.00	Yamaha	YEP-842S	77.0
		Alamo Music Center	1	Each	\$7,068.00	Yamaha	YEP-842S	59.0
		The String and Horn Shop - Alternate	1	Each	\$8,050.00	Yamaha	YEP-842TS	51.1

74	Euphonium; Key of Bb; .571 inch Bore; 11 inch Bell; Yellow Brass Bell Material; Upright Bell; 4 Nickel Plated Valves; Top Valve Position; 48M Mouthpiece; Small Shank Mouthpiece; Lacquer Silver Finish; Case					Yamaha or Approved Equal	YEP-321S	
		Sweetwater Sound, LLC	14	Each	\$2,341.00	Yamaha	YEP-321S with standard Yamaha MPC	94.9
		Woodwind & Brasswind, Inc.	14	Each	\$2,395.00	Yamaha or Approved Equal	YEP-321S	85.0
		Washington Music Center (Washington Music Sales Center, Inc)	14	Each	\$2,164.00	Yamaha	YEP-321S	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	14	Each	\$2,386.06	Yamaha	YEP-321S	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	14	Each	\$2,501.00	Yamaha or Approved Equal	YEP-321S	72.5
		Alamo Music Center	14	Each	\$2,158.00	Yamaha	YEP-321S	59.0
		The String and Horn Shop	14	Each	\$2,251.00	Yamaha	YEP-321S	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	14	Each	\$2,476.00	Yamaha or Approved Equal	YEP-321S	52.9
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	14	Each	\$1,795.00	Melhart	MEP3321GS	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
75	Euphonium; Key of Bb; lacquer; Key: Bb; .571-inch Bore; 11 inch Bell; Bell Material: Yellow Brass; Upright bell; Nickel-Plated Piston; 3 Valves; Top Action System; Non-Compensating; Gold Brass Leadpipe; Plastic Case; Yamaha SL48 Mouthpiece; Small Mouthpiece Shank; Finish: Yellow Brass Lacquer					Yamaha or Approved Equal	YEP-201	
		Sweetwater Sound, LLC	1	Each	\$1,634.00	Yamaha	YEP-201	95.0
		Woodwind & Brasswind, Inc.	1	Each	\$1,677.00	Yamaha	YEP-201	85.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$1,512.00	Yamaha	YEP-201	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,666.32	Yamaha	YEP-201	78.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$1,746.00	Yamaha	YEP-201	72.6
		Alamo Music Center	1	Each	\$1,528.00	Yamaha	YEP-201	58.6
		The String and Horn Shop	1	Each	\$1,572.00	Yamaha	YEP-201	54.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,730.00	Yamaha	YEP-201	53.0
76	Euphonium; Professional; Key of Bb/F; Compensating System; 3 Top Action and 4th Side Action pistons; 11.8 inch Upright Bell; Two-Piece Yellow Brass Bell; Large Shank Mouthpiece Receiver; Case; L51 Mouthpiece: Clear Lacquer Finish					Yamaha or Approved Equal	YEP-642II	
		Sweetwater Sound, LLC	7	Each	\$5,717.00	Yamaha	YEP-642II	94.6
		Woodwind & Brasswind, Inc.	7	Each	\$5,790.00	Yamaha	YEP-642II	85.2
		Washington Music Center (Washington Music Sales Center, Inc)	7	Each	\$5,286.00	Yamaha	YEP-642II	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	7	Each	\$5,827.88	Yamaha	YEP-642II	78.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	7	Each	\$6,108.00	Yamaha	YEP-642II	72.3
		Alamo Music Center	7	Each	\$5,238.10	Yamaha	YEP-642II	59.0
		The String and Horn Shop	7	Each	\$5,498.00	Yamaha	YEP-642II	54.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	7	Each	\$6,048.00	Yamaha	YEP-642II	52.6
77	Mute, Euphonium; Straight; Aluminum Construction					Denis Wick or Approved Equal	DW5513	
		Sweetwater Sound, LLC	1	Each	\$125.00	Denis Wick	DW5513	94.0
		H&H Music (Universal Melody Services)	1	Each	\$160.00	Denis Wick	DW5513	85.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$112.57	Denis Wick	DW5513	82.5
		Woodwind & Brasswind, Inc.	1	Each	\$140.00	Denis Wick	DW5513	81.2
		The String and Horn Shop	1	Each	\$135.00	Denis Wick	DW5513	49.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$145.00	Denis Wick	DW5513	49.1
78	Flute, Alto, Key of G; Performer Series, Silver Plated Straight Headjoint; Solid Silver Lip Plate and Riser; Silver Plated Body and Foot; D# Roller; Mother of Pearl Touch Pieces; Pointed Key Arms; Closed Hole Key Mechanism; Wooden Case with Lined Case Cover; Cleaning Rod					Trevor James or Approved Equal	Model 925	
		H&H Music (Universal Melody Services)	1	Each	\$4,000.00	Trevor James	Model 925	97.0
79	Flute, Alto; Straight Headjoint, Silver plated head, body and foot joint. Includes case and cover					Pearl or Approved Equal	201	
		Sweetwater Sound, LLC	1	Each	\$1,320.00	Pearl	201	95.9
		H&H Music (Universal Melody Services)	1	Each	\$1,400.00	Pearl	201	92.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$1,252.00	Pearl	201	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,346.20	Pearl	201	79.7
		Alamo Music Center	1	Each	\$1,468.00	Pearl	201	53.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,459.00	Pearl	201	52.3
		The String and Horn Shop	1	Each	\$1,460.00	Pearl	201	50.3
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$1,248.00	Melhart	MAFLC2201U	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
80	Flute Key of C; Trevor James silver head flute; 925 silver headjoint; Responsive headjoint design; Hand over-cutting and undercutting of the embouchure hole; Japanese tubing; Pointed key arm mechanism; solid heavy weighted headjoint crown; tripled plated finish; Hidden adjusting screws; High quality; Italian pads; French style wooden case; Fleecy lined case cover with shoulder strap; Wooden cleaning rod; White internal cleaning cloth; Microfiber cloth; Owner Guide; Hand set up and finished in UK technical workshops					DI ZHAO or Approved Equal	770BEF	
		Washington Music Center (Washington Music Sales Center, Inc)	19	Each	\$1,347.00	DI ZHAO	DZ701BEF	80.5
		H&H Music (Universal Melody Services)	19	Each	\$2,999.00	DI ZHAO	770BEF	75.0
		The String and Horn Shop	19	Each	\$1,593.00	DI ZHAO	770BGF	46.3

81	Flute; Key of C; Sterling Silver Headjoint, Body and Footjoint; Pointed Key Arms; Open-hole keys; undercut and beveled embouchure hole; offset G key; nickel silver, power-forged keys, neoprene key bumpers; footjoint marking; case and case cover					Yamaha or Approved Equal	YFL 462	
		Sweetwater Sound, LLC	6	Each	\$1,511.00	Yamaha	YFL 462	94.9
		Woodwind & Brasswind, Inc.	6	Each	\$1,565.00	Yamaha	YFL 462	84.6
		Washington Music Center (Washington Music Sales Center, Inc)	6	Each	\$1,397.00	Yamaha	YFL 462	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$1,540.18	Yamaha	YFL 462	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	6	Each	\$1,615.00	Yamaha	YFL 462	72.5
		Alamo Music Center	6	Each	\$1,394.29	Yamaha	YFL 462	59.0
		The String and Horn Shop	6	Each	\$1,453.00	Yamaha	YFL 462	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$1,599.00	Yamaha	YFL 462	52.9

82	Flute Key of C. Sterling silver headjoint, body, and footjoint. French pointed key arms. Open hole keys with B foot. Undercut and beveled embouchure hole. Nickel silver power forged keys. Offset G key; neoprene key bumpers; Case and case cover					Yamaha or Approved Equal	YFL 462HY	
		Sweetwater Sound, LLC	1	Each	\$1,573.00	Yamaha	YFL 462HY	94.8
		Woodwind & Brasswind, Inc.	1	Each	\$1,570.00	Yamaha	YFL 462HY	85.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,523.59	Yamaha	YFL 462HY	80.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$1,455.00	Yamaha	YFL 462HY	80.3
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$1,682.00	Yamaha	YFL 462HY	72.5
		Alamo Music Center	1	Each	\$1,449.00	Yamaha	YFL 462HY	59.0
		The String and Horn Shop	1	Each	\$1,513.00	Yamaha	YFL 462HY	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,665.00	Yamaha	YFL 462HY	52.8
a		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$977.00	Melhart	MFL422	

83	Piccolo (professional); Granadilla Wood Body and Headjoint; Split E Key; Wave Headjoint; Traditional Y Shape; High G# Facilitator; Case and Cover; Tuning Rod					Burkart or Approved Equal	Elite	
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$6,353.64	Burkart	Elite	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$7,294.00	Burkart	Elite	75.3

84	Piccolo (Professional); Key of C; Granadilla Wood Body and Headjoint; Wave Cut Conical Bore Headjoint; Silver Plated Nickel-Silver Keys and Posts; Split E Mechanism; Neoprene Bumper; Case; Cleaning Rod					Yamaha or Approved Equal	YPC 62R	
		Sweetwater Sound, LLC	1	Each	\$2,121.00	Yamaha	YPC 62R	94.9
		Woodwind & Brasswind, Inc.	1	Each	\$2,151.00	Yamaha	YPC 62R	85.4
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$1,962.00	Yamaha	YPC 62R	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,162.40	Yamaha	YPC 62R	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$2,266.00	Yamaha	YPC 62R	72.5
		Alamo Music Center	1	Each	\$1,955.00	Yamaha	YPC 62R	59.0
		The String and Horn Shop	1	Each	\$2,040.00	Yamaha	YPC 62R	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$2,244.00	Yamaha	YPC 62R	52.8

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
85		Piccolo (School Model); Silver- Plated Headjoint; Resin Body; Silver-Plated Keys; Split E Mechanism; Case; Cleaning Rod				Yamaha or Approved Equal	YPC 32	
		Sweetwater Sound, LLC	1	Each	\$681.00	Yamaha	YPC 32	94.6
		Woodwind & Brasswind, Inc.	1	Each	\$710.00	Yamaha	YPC 32	84.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$624.00	Yamaha	YPC 32	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$687.94	Yamaha	YPC 32	78.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$725.00	Yamaha	YPC 32	72.4
		Alamo Music Center	1	Each	\$623.50	Yamaha	YPC 32	59.0
		The String and Horn Shop	1	Each	\$645.00	Yamaha	YPC 32	54.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$714.00	Yamaha	YPC 32	52.9

86		English Horn; Granadilla Lower Joint and Bell; Plastic Resin Upper Joint; Metal Lined Tenon Sockets; Silver Plated Posts, Bands and Bell Ring; Stainless Steel Arbors and Wire Springs; Nickel Silver Keys; Silver Hinge Tubing; Full Conservatory System Plus Third Octave Key and Low B Vent Key; Cork Pads on Low C and Above; Teflon Tipped Stainless Steel Adjusting Screws; Two Standard XL English Horn Bocals (numbers 2 Includes French-Style Double Case; Reed; Reed Case; Screwdriver; Silk Swab; Cork Grease				Fox or Approved Equal	Model 510	
		Sweetwater Sound, LLC	1	Each	\$6,649.00	Fox	Model 510	97.1
		H&H Music (Universal Melody Services)	1	Each	\$6,784.00	Fox	Model 510	95.3
		Woodwind & Brasswind, Inc.	1	Each	\$6,979.00	Fox	Model 510	86.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$6,784.00	Fox	Model 510	80.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$6,532.00	Fox	Model 510	80.3
		Taylor Music, Inc.	1	Each	\$6,494.00	Fox	Model 510	73.5
		Alamo Music Center	1	Each	\$6,668.00	Fox	Model 510	58.0
		The String and Horn Shop	1	Each	\$6,530.00	Fox	Model 510	55.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$7,777.00	Fox	Model 510	51.4

87		Flugelhorn; Key of Bb; .413 inch Bore; one-piece hand-hammered rose brass bell reinforced with a bell bow guard; monel pistons, wood handle, 3rd slide trigger; silver-plate finish; CKB 3FL mouthpiece; woodshell case				Con or Approved Equal	1FGSP	
		H&H Music (Universal Melody Services)	2	Each	\$2,319.00	Con	1FGSP	96.2
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$2,282.00	Con	1FGSP	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$2,508.38	Con	1FGSP	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$2,775.00	Con	1FGSP	70.7
		Alamo Music Center	2	Each	\$2,270.79	Con	1FGSP	59.0
		The String and Horn Shop	2	Each	\$2,319.00	Con	1FGSP	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$2,603.00	Con	1FGSP	52.9
	a	Sweetwater Sound, LLC	2	Each	\$2,460.00	Con	1FGSP with standard MPC	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
88		French Horn, Fixed Bell Double Horn Standard; Key of Bb/F double, .468" bore; 12-1/4" bell of hand-hammered nickel silver; large-throated .310 venturi of nickel silver; noiseless string action, short stroke with stainless steel spring; solid nickel silver slides inside and out; tapered hand-lapped brass valve rotors; nickel silver finish, Case				Holton or Approved Equal	H179 Farkas Series	
		H&H Music (Universal Melody Services)	10	Each	\$4,173.00	Holton	H179 Farkas Series	96.2
		Sweetwater Sound, LLC	10	Each	\$4,428.00	Holton	H179 Farkas Series	94.9
		Woodwind & Brasswind, Inc.	10	Each	\$4,490.00	Holton	H179 Farkas Series	85.4
		Washington Music Center (Washington Music Sales Center, Inc)	10	Each	\$4,106.40	Holton	H179 Farkas Series	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	10	Each	\$4,514.15	Holton	H179 Farkas Series	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	10	Each	\$4,995.00	Holton	H179 Farkas Series	70.7
		Alamo Music Center	10	Each	\$4,086.57	Holton	H179 Farkas Series	59.0
		The String and Horn Shop	10	Each	\$4,172.00	Holton	H179 Farkas Series	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	10	Each	\$4,685.00	Holton	H179 Farkas Series	52.9
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	10	Each	\$1,995.00	Melhart	MFH-1179	

89		French Horn; BBb/F Double; Student Model; .468 inch bore; 12-1/4 inch hand-hammered; Yellow Brass Bell; Large Throat; .310 Venturi of Yellow Brass; Noiseless String Action, Short Stroke with Stainless Steel Springs; Tapered Hand-Lapped Rotors; Nickel Silver Slides; Lacquered Brass Finish; Case and Mouthpiece				Holton or Approved Equal	H378	
		H&H Music (Universal Melody Services)	4	Each	\$2,976.00	Holton	H378	96.2
		Sweetwater Sound, LLC	4	Each	\$3,158.00	Holton	H378	94.9
		Woodwind & Brasswind, Inc.	4	Each	\$3,270.00	Holton	H378	84.7
		Washington Music Center (Washington Music Sales Center, Inc)	4	Each	\$2,928.75	Holton	H378	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	4	Each	\$3,219.58	Holton	H378	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	4	Each	\$3,562.00	Holton	H378	70.7
		Alamo Music Center	4	Each	\$2,914.62	Holton	H378	59.0
		The String and Horn Shop	4	Each	\$2,977.00	Holton	H378	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	4	Each	\$3,341.00	Holton	H378	52.9

90		French Horn; Key of Bb/F Double; .472 inch Bore; Large Throat; 12 - 1/8 inch yellow Brass Bell; Kruspe Style Wrap; Nickel Silver inner and Outer Slides; Separate Bb Tuning; Water Key; Lacquered Brass Finish; HR31D4 Mouthpiece; Premium Rotor Oil; Case				Yamaha or Approved Equal	YHR 668II	
		Sweetwater Sound, LLC	1	Each	\$4,216.00	Yamaha	YHR 668II	94.6
		Woodwind & Brasswind, Inc.	1	Each	\$4,390.00	Yamaha	YHR 668II	84.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,898.00	Yamaha	YHR 668II	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$4,297.24	Yamaha	YHR 668II	78.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$4,504.00	Yamaha	YHR 668II	72.3
		Alamo Music Center	1	Each	\$3,857.50	Yamaha	YHR 668II	59.0
		The String and Horn Shop	1	Each	\$4,054.00	Yamaha	YHR 668II	54.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$4,460.00	Yamaha	YHR 668II	52.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
91	French Horn; Key of Bb/F Double; .472 inch Bore; Large Throat; 12 - 1/8 inch yellow Brass Bell; Kruspe Style Wrap; Nickel Silver inner and Outer Slides; Separate Bb Tuning; Water Key; Nickel-Silver Finish; HR31D4 Mouthpiece; Premium Rotor Oil; Case					Yamaha or Approved Equal	YHR 668NII	
		Sweetwater Sound, LLC	4	Each	\$4,216.00	Yamaha	YHR 668NII	94.6
		Woodwind & Brasswind, Inc.	4	Each	\$4,398.00	Yamaha	YHR 668NII	84.1
		Washington Music Center (Washington Music Sales Center, Inc)	4	Each	\$3,898.00	Yamaha	YHR 668NII	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	4	Each	\$4,297.24	Yamaha	YHR 668NII	78.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	4	Each	\$4,504.00	Yamaha	YHR 668NII	72.3
		Alamo Music Center	4	Each	\$3,857.50	Yamaha	YHR 668NII	59.0
		The String and Horn Shop	4	Each	\$4,054.00	Yamaha	YHR 668NII	54.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	4	Each	\$4,460.00	Yamaha	YHR 668NII	52.6

92	French Horn; Key of F/Bb Double; .468 inch Bore; Large Throat; 12.25 inch Fixed Bell; Fixed Leadpipe; Nickle Silver Bell and Leadpipe Material; Kruspe Wrap; String Main Valve; Mechanical Change Valve; Conn 7BW Mouthpiece; Nickle Silver Lacquer Finish, Case					Conn or Approved Equal	8D	
		H&H Music (Universal Melody Services)	6	Each	\$4,173.00	Conn	8D	96.4
		Woodwind & Brasswind, Inc.	6	Each	\$4,580.00	Conn	8D	84.9
		Washington Music Center (Washington Music Sales Center, Inc)	6	Each	\$4,106.40	Conn	8D	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$4,514.15	Conn	8D	78.9
		Alamo Music Center	6	Each	\$4,303.80	Conn	8D	57.2
		The String and Horn Shop	6	Each	\$4,165.00	Conn	8D	55.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$4,685.00	Conn	8D	53.1
a		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	6	Each	\$1,995.00	Melhart	MFH880	
a		Sweetwater Sound, LLC	6	Each	\$4,428.00	Conn	8D standard MPC	

93	Mute, Horn, French Horn Straight; Non-Transposing					Denis Wick or Approved Equal	DW5524	
		Sweetwater Sound, LLC	1	Each	\$55.00	Denis Wick	DW5524	92.1
		H&H Music (Universal Melody Services)	1	Each	\$55.00	Denis Wick	DW5524	91.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$46.91	Denis Wick	DW5524	82.5
		The String and Horn Shop	1	Each	\$49.00	Denis Wick	DW5524	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$61.00	Denis Wick	DW5524	48.8
		Woodwind & Brasswind, Inc.	1	Each	\$53.00	Denis Wick	DW5524	42.4

94	Mute, Horn, Stop; Spun Aluminum Construction					Denis Wick or Approved Equal	DW5525	
		Sweetwater Sound, LLC	1	Each	\$56.00	Denis Wick	DW5525	91.8
		H&H Music (Universal Melody Services)	1	Each	\$55.00	Denis Wick	DW5525	91.4
		Woodwind & Brasswind, Inc.	1	Each	\$52.00	Denis Wick	DW5525	85.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$47.31	Denis Wick	DW5525	82.5
		The String and Horn Shop	1	Each	\$49.00	Denis Wick	DW5525	54.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$61.00	Denis Wick	DW5525	49.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
95	Mellophone, Marching; Key of F; .462 inch Bore; 10 inch Bell; Nickel-Plated Nickel Alloy Valves; 14F4 Mouthpiece; French Horn Mouthpiece Adapter; Lacquer Silver Finish; Case					Yamaha or Approved Equal	YMP 204MS	
		Woodwind & Brasswind, Inc.	2	Each	\$1,660.00	Yamaha	YMP 204MS	83.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$1,448.00	Yamaha	YMP 204MS	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$1,596.36	Yamaha	YMP 204MS	78.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$1,673.00	Yamaha	YMP 204MS	72.3
		Alamo Music Center	2	Each	\$1,432.88	Yamaha	YMP 204MS	59.0
		The String and Horn Shop	2	Each	\$1,506.00	Yamaha	YMP 204MS	54.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$1,657.00	Yamaha	YMP 204MS	52.6
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	2	Each	\$1,095.00	Melhart	MMM22045	
	a	Sweetwater Sound, LLC	2	Each	\$1,566.00	Yamaha	YMP 204MS standard Yamaha MPC	
96	Mouthpiece; Mellophone, Marching F; 6 Diameter Rim; 20 Throat and V-Cup; Slight Contour in the Bottom of the Cup - DO NOT AWARD LINE					Karl Hammond or Approved Equal	6MPH	
	a	Music & Arts (Guitar Center DBA Music & Arts) - Alternate	4	Each	\$57.78	Bach	Standard	
97	Oboe: Plastic Resin Body, Full Conservatory; Hand Reamed and Finished; Silver-Plated Posts, Bands, and Bell Rings; Stainless Steel Arbors and Wire Springs; Nickel Silver Keys; Nickel Silver Hinge Tubing; Heavy Silver Plating; Left Hand F Key, F# Key Tab, and Solid (non-articulated) C# Key; Cork Pads on Low C and Above; Teflon-Tipped Stainless Steel Adjusting Screws; Plush-Lined Case; Reed and Reed Case; Screwdriver; Silk Swab; Cork Grease; Hand Tuned to A-440 Pitch at 72 Degrees Fahrenheit					Fox or Approved Equal	333	
		Sweetwater Sound, LLC	3	Each	\$2,992.00	Fox	333	96.7
		H&H Music (Universal Melody Services)	3	Each	\$2,992.00	Fox	333	95.7
		Woodwind & Brasswind, Inc.	3	Each	\$3,070.00	Fox	333	86.8
		Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$3,021.00	Fox	333	80.9
		Washington Music Center (Washington Music Sales Center, Inc)	3	Each	\$2,924.00	Fox	333	80.1
		Taylor Music, Inc.	3	Each	\$2,922.00	Fox	333	73.2
		Alamo Music Center	3	Each	\$2,898.00	Fox	333	59.0
		The String and Horn Shop	3	Each	\$2,975.00	Fox	333	55.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$3,475.00	Fox	333	51.4
98	Oboe; Key: C; Grenadilla body; Standard Bore; Trill Keys Ab-Bb, G#-A, C-D, B-C#; 3rd octave key, forked F and Low Bb resonance keys, left hand F, includes double case, reed case, cork grease					Loree or Approved Equal	AK+3 with Plastic top joint	
		H&H Music (Universal Melody Services)	2	Each	\$7,000.00	Loree	AK+3 with Plastic top joint	97.0
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$8,904.00	Loree	AK+3 with Plastic top joint	73.9
		Alamo Music Center	2	Each	\$8,598.00	Loree	AK+3 with Plastic top joint	51.6
	a	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$8,245.00	Loree	AK+3 with Plastic top joint	
99	Oboe (Professional); Key of C; Full Conservatory System; Granadilla Body; Includes Low Bb, Left F, Third Octave Key, Bb Vent, Forked F Resonance; Split Ring; D#-E Trill; G#-A Trill, Bb-B Trill; Articulated B-C# Mechanism; Gillet (Banana) Key; Double Case; Reed Case; Cork Grease					Loree or Approved Equal	C+3	
		H&H Music (Universal Melody Services)	2	Each	\$7,000.00	Loree	C+3	97.0
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$7,420.00	Loree	C+3	80.2
	a	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$7,236.00	Loree	C+3	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
100		Oboe (Professional Model); Resin Top Joint; Granadilla Lower Joint and Bell; Full Conservatory Mechanism; Metal Lined Tenon Sockets; Silver Plated Posts, Band, and Bell Rings; Stainless Steel Arbor and Wire Springs; Nickel Silver Keys; Split Ring Eb-E Trill Key, F# Key Tab, Third Octave Key, Low Bb Vent Key; Cork Pads on Low C and Above; Teflon Tipped Stainless Steel Adjusting Screws; French Style Case; Reed and Reed Case; Screwdriver; Silk Swab; Cork Grease				Fox or Approved Equal	FOX 450	
		Sweetwater Sound, LLC	2	Each	\$5,819.00	Fox	FOX 450	97.1
		H&H Music (Universal Melody Services)	2	Each	\$5,880.00	Fox	FOX 450	95.7
		Woodwind & Brasswind, Inc.	2	Each	\$6,090.00	Fox	FOX 450	86.4
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$5,936.00	Fox	FOX 450	80.8
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$5,715.00	Fox	FOX 450	80.3
		Taylor Music, Inc.	2	Each	\$5,688.00	Fox	FOX 450	73.5
		Alamo Music Center	2	Each	\$5,840.21	Fox	FOX 450	58.0
		The String and Horn Shop	2	Each	\$5,795.00	Fox	FOX 450	55.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$6,775.00	Fox	FOX 450	51.6
101		Oboe; Regular Bore; third octave key; full conservatory system that includes low Bb, Left F, Third Octave Key, Bb Vent, Forded-F Resonance, split ring D#-E trill, G#-A trill, articulated B-C# mechanism, banana key, Bb-B trill, metal lined tenons, adjustable thumb rest; Case				Loree or Approved Equal	Paris Royal Oboe C + 3	
		H&H Music (Universal Melody Services)	1	Each	\$7,500.00	Loree	Paris Royal Oboe C + 3	97.0
		Music & Arts (Guitar Center DBA Music & Arts) - Alternate	1	Each	\$8,739.70	Loree	CR+3 AK Royal	76.8
	a	Washington Music Center (Washington Music Sales Center, Inc) - Alternate	1	Each	\$8,851.00	Loree	Paris Royal Oboe C + 3	
102		Saxophone, Baritone, Key of Eb; One Piece body style acoustics; Low a to High F# Range; Split Ribs construction; Compact Key Positioning Mechanism; Selmer S80 C Mouthpiece; Spatula Front F Key; Plastic Left-hand thumb rest; Adjustable Metal Right-hand thumb rest; Honey Gold Lacquer Finish; Accessories include: Strap, Swab, Cloth, Cork Grease; Case				Selmer or Approved Equal	55AF Jubilee Edition	
		H&H Music (Universal Melody Services)	1	Each	\$10,429.00	Selmer	55AF Jubilee Edition	96.2
		Sweetwater Sound, LLC	1	Each	\$11,067.00	Selmer	55AF Jubilee Edition	94.9
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$10,262.30	Selmer	55AF Jubilee Edition	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$11,281.35	Selmer	55AF Jubilee Edition	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$13,147.00	Selmer	55AF Jubilee Edition	69.1
		Alamo Music Center	1	Each	\$10,212.77	Selmer	55AF Jubilee Edition	59.0
		The String and Horn Shop	1	Each	\$10,429.00	Selmer	55AF Jubilee Edition	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$11,707.00	Selmer	55AF Jubilee Edition	52.9

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
103		Saxophone, Tenor; Lacquered Finish; High F# Key; Compact Key Positioning Mechanism; S125 Anniversary Mouthpiece; Plastic Left Hand Thumb Rest; Adjustable Metal Right Hand Thumb Rest; High E & F, Low B Table Key, G# Key, F#/G# Lug, F#/G# Adjusting Bar, Low C#, low B, Side C, Side Bb Adjusting Screws; Tapered pivot Screws; Accessory Kit includes Strap, Swab, Cloth, Cork Grease; Case				Selmer or Approved Equal	64J Jubilee Series III	
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$5,784.90	Selmer or Approved Equal	64J Jubilee Series III	80.5
		H&H Music (Universal Melody Services)	2	Each	\$10,429.00	Selmer or Approved Equal	64J Jubilee Series III	79.2
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$6,359.33	Selmer or Approved Equal	64J Jubilee Series III	78.8
		Alamo Music Center	2	Each	\$5,779.00	Selmer	64J Jubilee Series III	59.0
		The String and Horn Shop	2	Each	\$5,879.00	Selmer or Approved Equal	64J Jubilee Series III	55.3
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$14,410.00	Selmer or Approved Equal	64J Jubilee Series III	54.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$6,600.00	Selmer or Approved Equal	64J Jubilee Series III	53.0
a		Sweetwater Sound, LLC - Disqualified bid wrong mouthpiece	2	Each	\$6,238.00	Selmer or Approved Equal	64J Jubilee Series III	
104		Saxophone, Baritone; Key of Eb; Intermediate, Includes low A and front F keys, polyester key buttons, post-to-body construction, reinforced table key arch, Gold Lacquer Finish; Hardshell case				Yamaha or Approved Equal	YBS-480	
		Sweetwater Sound, LLC	2	Each	\$4,955.00	Yamaha	YBS-480	94.9
		Woodwind & Brasswind, Inc.	2	Each	\$5,020.00	Yamaha	YBS-480	85.4
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$4,581.00	Yamaha	YBS-480	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$5,050.90	Yamaha	YBS-480	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$5,295.00	Yamaha	YBS-480	72.5
		Alamo Music Center	2	Each	\$4,572.00	Yamaha	YBS-480	59.0
		The String and Horn Shop	2	Each	\$4,765.00	Yamaha	YBS-480	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$5,242.00	Yamaha	YBS-480	52.9
a		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	2	Each	\$1,795.00	Melhart	MBS 500	
105		Saxophone, Baritone; Key of Eb; Intermediate, Includes low A and front F keys, polyester key buttons, post-to-body construction, reinforced table key arch, Silver Plate Finish; Hardshell case				Yamaha or Approved Equal	YBS-480	
		Sweetwater Sound, LLC	1	Each	\$5,582.00	Yamaha	YBS-480	90.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$4,581.00	Yamaha	YBS-480	80.5
		Woodwind & Brasswind, Inc.	1	Each	\$5,840.00	Yamaha	YBS-480	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,690.08	Yamaha	YBS-480	74.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$5,295.00	Yamaha	YBS-480	72.6
		Alamo Music Center	1	Each	\$5,151.00	Yamaha	YBS-480	54.6
		The String and Horn Shop	1	Each	\$4,765.00	Yamaha	YBS-480	54.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$5,905.00	Yamaha	YBS-480	49.0
106		Saxophone, Professional Model, Soprano; aged finish is unlacquered brass; Bb Soprano; one piece body; ringed ton holes; High F# key; deluxe case with storage pockets and backpack				Eastman or Approved Equal	ESS652RL	
		Woodwind & Brasswind, Inc.	1	Each	\$1,644.00	Eastman	ESS652RL	86.3
		H&H Music (Universal Melody Services)	1	Each	\$2,100.00	Eastman	ESS652RL	86.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,534.82	Eastman	ESS652RL	82.5
		Alamo Music Center - Alternate	1	Each	\$1,596.00	Jupiter/KHS	JSS1100	57.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,970.00	Eastman	ESS652RL	49.2

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
107	Saxophone, Alto; Key of Eb; High F# and Front F Auxiliary Keys; Polyester Key Buttons Material; Hand Engraved Bell Decoration; Adjustable Thumb Hook; Lacquered Finish; AS4C Mouthpiece; ASC-600E Case					Yamaha or Approved Equal	YAS-62III	
		Sweetwater Sound, LLC	8	Each	\$2,623.00	Yamaha	YAS-62III	94.9
		Woodwind & Brasswind, Inc.	8	Each	\$2,530.00	Yamaha	YAS-62III	87.2
		Music & Arts (Guitar Center DBA Music & Arts)	8	Each	\$2,540.66	Yamaha	YAS-62III	80.6
		Washington Music Center (Washington Music Sales Center, Inc)	8	Each	\$2,426.00	Yamaha	YAS-62III	80.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	8	Each	\$2,805.00	Yamaha	YAS-62III	72.5
		Alamo Music Center	8	Each	\$2,419.00	Yamaha	YAS-62III	59.0
		The String and Horn Shop	8	Each	\$2,523.00	Yamaha	YAS-62III	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	8	Each	\$2,776.00	Yamaha	YAS-62III	52.9

108	Saxophone, Eb Baritone (no bell engraving); Yellow Brass Neck, Body, Bell and Key; Polyester Key Buttons; Range Down to Low A; Front F and Low A Auxiliary Keys; Stainless Steel Springs; Waterproof Leather Pads; Nylon Resonators; Adjustable Plastic Thumb Rest; Straight-Tapered Pivot Screw; 5C Plastic Mouthpiece; Neckstrap; Ligature; Cap; Cork Grease; Case					Yamaha or Approved Equal	YBS 52	
		Sweetwater Sound, LLC - Alternate	1	Each	\$4,955.00	Yamaha	YBS 480	80.5
		Woodwind & Brasswind, Inc. - Alternate	1	Each	\$5,020.00	Yamaha	YBS480 New Model L79484000001001	71.2
		Washington Music Center (Washington Music Sales Center, Inc) - Alternate	1	Each	\$4,581.00	Yamaha	YBS-480.	64.9
		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$2,791.00	Eastman		58.0
		Alamo Music Center	1	Each	\$4,572.00	Yamaha	YBS 52	43.4

109	Saxophone, Soprano; Key of Bb; Curved Neck, French Brass 1 Piece Body; Mother Of Pearl Key Buttons; Gold Baked Epoxy Lacquer Finish; Front F and High F# Auxiliary Keys; Yamaha 4CM Mouthpiece; Adjustable Plastic Thumb Hook; Engraved Bell Decoration; Case					Yamaha or Approved Equal	YSS82ZR	
		Sweetwater Sound, LLC	1	Each	\$4,199.00	Yamaha	YSS82ZR	94.9
		Woodwind & Brasswind, Inc.	1	Each	\$4,353.00	Yamaha	YSS82ZR	84.6
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,888.00	Yamaha	YSS82ZR	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$4,286.64	Yamaha	YSS82ZR	78.6
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$4,495.00	Yamaha	YSS82ZR	72.4
		Alamo Music Center	1	Each	\$3,871.00	Yamaha	YSS82ZR	59.0
		The String and Horn Shop	1	Each	\$4,044.00	Yamaha	YSS82ZR	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$4,449.00	Yamaha	YSS82ZR	52.8

110	Saxophone, Tenor ; Key of Bb; High F# and Front F Auxiliary Keys; Polyester Key Buttons Material; Hand Engraved Bell Decoration; Adjustable Thumb Hook; Lacquered Finish; TS4C Mouthpiece; TSC-600E Case					Yamaha or Approved Equal	YTS-62III	
		Sweetwater Sound, LLC	2	Each	\$2,831.00	Yamaha	YTS-62III	94.9
		Woodwind & Brasswind, Inc.	2	Each	\$2,730.00	Yamaha	YTS-62III	87.3
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$2,742.06	Yamaha	YTS-62III	80.6
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$2,618.00	Yamaha	YTS-62III	80.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$3,025.00	Yamaha	YTS-62III	72.5
		Alamo Music Center	2	Each	\$2,611.00	Yamaha	YTS-62III	59.0
		The String and Horn Shop	2	Each	\$2,723.00	Yamaha	YTS-62III	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$3,189.00	Yamaha	YTS-62III	50.8
a		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	2	Each	\$2,348.00	Melhart	MTS 800	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
111		Saxophone, Tenor; Key of Bb; Front F, High F# auxiliary keys, stainless steel springs; adjustable plastic thumb hook; adjustable pivot screw, Yellow Brass/Lacquer Finish, Case				Yamaha or Approved Equal	YTS-480	
		Sweetwater Sound, LLC	1	Each	\$2,326.00	Yamaha	YTS-480	94.9
		Woodwind & Brasswind, Inc.	1	Each	\$2,253.00	Yamaha	YTS-480	87.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,252.66	Yamaha	YTS-480	80.6
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$2,151.00	Yamaha	YTS-480	80.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$2,495.00	Yamaha	YTS-480	72.4
		Alamo Music Center	1	Each	\$2,143.00	Yamaha	YTS-480	59.0
		The String and Horn Shop	1	Each	\$2,237.00	Yamaha	YTS-480	54.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$2,461.00	Yamaha	YTS-480	52.8
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$1,195.00	Melhart	MTS 33011	

112		Saxophone, Tenor; Key of Bb; One Piece Bell; Mother of Pearl key buttons; High F# and Front F auxiliary keys; adjustable thumb b hook; gold lacquer finish, Case				Yamaha or Approved Equal	YTS-875EX	
		Sweetwater Sound, LLC	1	Each	\$4,325.00	Yamaha	YTS-875EX	94.9
		Woodwind & Brasswind, Inc.	1	Each	\$4,430.00	Yamaha	YTS-875EX	85.0
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,999.00	Yamaha	YTS-875EX	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$4,408.54	Yamaha	YTS-875EX	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$4,625.00	Yamaha	YTS-875EX	72.5
		Alamo Music Center	1	Each	\$3,990.00	Yamaha	YTS-875EX	59.0
		The String and Horn Shop	1	Each	\$4,159.00	Yamaha	YTS-875EX	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$4,575.00	Yamaha	YTS-875EX	52.9

113		Mouthpiece, Tenor Saxophone; Model C*: Tip: Medium Close (1.80) / Facing: Medium (24.00)				Selmer or Approved Equal	S404C1	
		Sweetwater Sound, LLC	3	Each	\$200.00	Selmer	S404C1	96.8
		H&H Music (Universal Melody Services)	3	Each	\$200.00	Selmer	S404C1	95.8
		Woodwind & Brasswind, Inc.	3	Each	\$198.00	Selmer	S404C1	88.2
		Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$193.99	Selmer	S404C1	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	3	Each	\$206.50	Selmer	S404C1	78.1
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	3	Each	\$205.00	Selmer	S404C1	75.9
		The String and Horn Shop	3	Each	\$195.00	Selmer	S404C1	55.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$219.00	Selmer	S404C1	53.4

114		Mouthpiece: Soprano Saxophone: Model C*; Hard Rubber Construction; Square Cross-Section in the Chamber; Close (1.2) Tip; Medium (21.00) Facing				Selmer or Approved Equal	Paris S80	
		Sweetwater Sound, LLC	1	Each	\$132.00	Selmer	Paris S80	98.0
		H&H Music (Universal Melody Services)	1	Each	\$153.00	Selmer	Paris S80	91.5
		Woodwind & Brasswind, Inc.	1	Each	\$142.00	Selmer	Paris S80	86.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$142.65	Selmer	Paris S80	77.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$139.00	Selmer	Paris S80	76.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$167.50	Selmer	S80 C*	74.0
		The String and Horn Shop	1	Each	\$134.00	Selmer	Paris S80	55.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$145.00	Selmer	Paris S80	54.4

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
115	Mouthpiece; Baritone Saxophone; Model C**; Hard Rubber Construction; Square Cross-Section in the Chamber; Medium (2.05) Tip; Medium (27.0) Facing					Selmer or Approved Equal	Paris S80	
		Sweetwater Sound, LLC	4	Each	\$288.00	Selmer	Paris S80	94.1
		H&H Music (Universal Melody Services)	4	Each	\$309.00	Selmer	Paris S80	90.7
		Woodwind & Brasswind, Inc.	4	Each	\$305.00	Selmer	Paris S80	83.1
		Music & Arts (Guitar Center DBA Music & Arts)	4	Each	\$274.50	Selmer	Paris S80 C*	80.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	4	Each	\$260.00	Selmer	Paris S80	78.0
		Washington Music Center (Washington Music Sales Center, Inc)	4	Each	\$292.15	Selmer	Paris S80	76.1
		The String and Horn Shop	4	Each	\$279.00	Selmer	Paris S80	53.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	4	Each	\$300.00	Selmer	Paris S80	52.7
116	Sousaphone; Key of BBb; .687 inch Bore; 26 inch Bell; Oversized Braces; Extra Large Caps and Guards; Satin Silver Finish; Case					King or Approved Equal	2350WSB	
		H&H Music (Universal Melody Services)	2	Each	\$8,100.00	King	2350WSB	95.2
		Sweetwater Sound, LLC	2	Each	\$8,431.00	King	2350WSB	94.7
		Woodwind & Brasswind, Inc.	2	Each	\$8,880.00	King	2350WSB	83.9
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$7,817.90	King	2350WSB	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$8,594.18	King	2350WSB	78.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$9,508.00	King	2350WSB	70.6
		Alamo Music Center	2	Each	\$7,745.00	King	2350WSB	59.0
		The String and Horn Shop	2	Each	\$7,856.00	King	2350WSB	55.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$8,919.00	King	2350WSB	52.7
117	Sousaphone; Key of BBb; .687 inch Bore; 26 inch Bell; Oversized Braces; Extra Large Caps and Guards; Silver Finish; Case					King or Approved Equal	2350WSP	
		H&H Music (Universal Melody Services)	2	Each	\$8,100.00	King	2350WSP	95.2
		Sweetwater Sound, LLC	2	Each	\$8,431.00	King	2350WSP	94.7
		Woodwind & Brasswind, Inc.	2	Each	\$8,870.00	King	2350WSP	83.9
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$7,817.90	King	2350WSP	80.1
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$8,594.18	King	2350WSP	78.5
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	2	Each	\$9,508.00	King	2350WSP	70.6
		Alamo Music Center	2	Each	\$7,745.00	King	2350WSP	59.0
		The String and Horn Shop	2	Each	\$7,856.00	King	2350WSP	55.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$8,919.00	King	2350WSP	52.7
a		Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	2	Each	\$5,385.00	Melhart	M503005	
118	Trombone, Bb, Standard, 8 inch bell, Nickel Silver Inner slide material, Gold lacquer finish, SL-48S Mouthpiece; Case					Yamaha or Approved Equal	YSL-354C	
		Sweetwater Sound, LLC	8	Each	\$665.00	Yamaha	YSL-354C	88.6
		Woodwind & Brasswind, Inc.	8	Each	\$566.00	Yamaha	YSL-354C	85.0
		Music & Arts (Guitar Center DBA Music & Arts)	8	Each	\$509.27	Yamaha	YSL-354C	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	8	Each	\$524.00	Yamaha	YSL-354C	79.4
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	8	Each	\$715.00	Yamaha	YSL-354C	66.5
		Alamo Music Center	8	Each	\$614.00	Yamaha	YSL-354C	52.2
		The String and Horn Shop	8	Each	\$599.00	Yamaha	YSL-354C	50.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	8	Each	\$705.00	Yamaha	YSL-354C	46.9

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
119	Trombone, Bass; Key of Bb/F/Gb (D); .562 inch - .578 inch Dual Bore; Three Interchangeable Leadpipes; Independent Thayer valves; Open Wrap Design with Dual Independent Axial Flow Valves; Standard Handslide; 9.5 inch Yellow Brass Bell; Lacquer Finish; Mouthpiece; Case				Getzen or Approved Equal	1052 FD	
	H&H Music (Universal Melody Services)	1	Each	\$3,446.00	Getzen	1052 FD	93.3
	Woodwind & Brasswind, Inc.	1	Each	\$3,660.00	Getzen	1052 FD	83.2
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$3,410.02	Getzen	1052 FD	79.2
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,497.00	Getzen	1052 FD	76.3
	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$3,127.00	Shires	TBQ36YA	58.0
120	Trombone, Bass; Key of Bb/F/Gb/D; .562 inch - .578 inch Dual Bore; Three Interchangeable Leadpipes; 9 1/2 inch 22 Gauge with Soldered Rim Bell; Yellow Bell; Open Wrap Design with Dual Independent Axial Flow Valves; Griego Custom Mouthpiece; Large Mouthpiece Shank; Lacquer Finish; Wood Shell Case				Getzen or Approved Equal	3062AF	
	H&H Music (Universal Melody Services)	1	Each	\$5,117.00	Getzen	3062AF	96.6
	Woodwind & Brasswind, Inc.	1	Each	\$5,230.00	Getzen	3062AF	87.7
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,063.62	Getzen	3062AF	82.5
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$5,194.00	Getzen	3062AF	79.5
121	Trombone, Tenor; .547 inch large bore; 8 1/2 inch one piece hand hammered yellow brass bell, open wrap F attachment, standard rotor valve, yellow brass outer slide, clear lacquer finish, Bach 6-1/2HA mouthpiece, Case				Bach or Approved Equal	42BO	
	H&H Music (Universal Melody Services)	14	Each	\$2,880.00	Bach	42BO	96.5
	Sweetwater Sound, LLC	14	Each	\$3,085.00	Bach	42BO	94.9
	Woodwind & Brasswind, Inc.	14	Each	\$3,298.00	Bach	42BO	83.5
	Washington Music Center (Washington Music Sales Center, Inc)	14	Each	\$2,861.40	Bach	42BO	80.3
	Music & Arts (Guitar Center DBA Music & Arts)	14	Each	\$3,145.51	Bach	42BO	78.7
	Alamo Music Center	14	Each	\$2,847.57	Bach	42BO	59.0
	The String and Horn Shop	14	Each	\$2,895.00	Bach	42BO	55.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	14	Each	\$3,265.00	Bach	42BO	52.9
122	Mute, Trombone, Bass; Straight; Spun Aluminum Construction				Denis Wick or Approved Equal	DW5509	
	Sweetwater Sound, LLC	6	Each	\$59.00	Denis Wick	DW5509	90.9
	H&H Music (Universal Melody Services)	6	Each	\$64.00	Denis Wick	DW5509	87.3
	Woodwind & Brasswind, Inc.	6	Each	\$57.00	Denis Wick	DW5509	83.1
	Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$48.54	Denis Wick	DW5509	82.5
	The String and Horn Shop	6	Each	\$56.00	Denis Wick	DW5509	50.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$69.00	Denis Wick	DW5509	46.1
123	Mute, Trombone, Bass; Adjustable Cup				Denis Wick or Approved Equal	DW5529	
	Sweetwater Sound, LLC	1	Each	\$65.00	Denis Wick	DW5529	95.4
	H&H Music (Universal Melody Services)	1	Each	\$79.00	Denis Wick	DW5529	87.8
	Woodwind & Brasswind, Inc.	1	Each	\$71.00	Denis Wick	DW5529	83.2
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$60.77	Denis Wick	DW5529	82.5
	The String and Horn Shop	1	Each	\$69.00	Denis Wick	DW5529	51.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$79.00	Denis Wick	DW5529	48.8

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
124		Trumpet, Key of C; .462 inch Bore; 25C Leadpipe; 4.8 Inch one-Piece Hand-Hammered with #229 Taper Bell; Monel Pistons; 1st Valve Thumb Saddle Slide Adjustment; 3rd Valve Fixed Ring With Screw Stop Slide Adjustment; Bach 7C Mouthpiece; Silver Finish; Wood Shell Double Case				Bach or Approved Equal	C180 SL229CC	
		H&H Music (Universal Melody Services)	1	Each	\$2,755.00	Bach	C180 SL229CC	95.2
		Sweetwater Sound, LLC	1	Each	\$2,923.00	Bach	C180 SL229CC	94.0
		Woodwind & Brasswind, Inc.	1	Each	\$3,130.00	Bach	C180 SL229CC	82.6
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$2,718.00	Bach	C180 SL229CC	79.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,980.33	Bach	C180 SL229CC	77.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$3,609.00	Bach	C180 SL229CC	67.1
		Alamo Music Center	1	Each	\$2,628.03	Bach	C180 SL229CC	59.0
		The String and Horn Shop	1	Each	\$2,755.00	Bach	C180 SL229CC	54.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$3,093.00	Bach	C180 SL229CC	52.0
125		Trumpet, Key of Bb, .459 inch Medium-large bore, Standard weight body, Standard weight yellow brass one-piece hand-hammered #37 bell, Standard construction #25 mouthpipe, Monel pistons, 1st slide thumb saddle, Adjustable 3rd slide rod stop, Silver-plate finish, Bach 7C mouthpiece, Woodshell case				Bach or Approved Equal	180S37	
		H&H Music (Universal Melody Services)	6	Each	\$2,338.00	Bach	180S37	96.6
		Sweetwater Sound, LLC	6	Each	\$2,506.00	Bach	180S37	94.9
		Woodwind & Brasswind, Inc.	6	Each	\$2,596.00	Bach	180S37	84.6
		Washington Music Center (Washington Music Sales Center, Inc)	6	Each	\$2,324.75	Bach	180S37	80.3
		Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$2,555.58	Bach	180S37	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	6	Each	\$2,889.00	Bach	180S37	70.0
		Alamo Music Center	6	Each	\$2,313.51	Bach	180S37	59.0
		The String and Horn Shop	6	Each	\$2,360.00	Bach	180S37	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$2,652.00	Bach	180S37	52.9
126		Trumpet, Standard Student Bb, 4.459 inch bore; 4 7/8 inch Bell diameter; gold epoxy lacquer finish; TR-11B4 Mouthpiece, Case				Yamaha or Approved Equal	YTR-2330C	
		Sweetwater Sound, LLC	1	Each	\$665.00	Yamaha	YTR-2330C	86.6
		Woodwind & Brasswind, Inc.	1	Each	\$530.00	Yamaha	YTR-2330C	84.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$475.30	Yamaha	YTR-2330C	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$524.00	Yamaha	YTR-2330C	76.8
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$715.00	Yamaha	YTR-2330C	64.6
		Alamo Music Center	1	Each	\$614.00	Yamaha	YTR-2330C	50.0
		The String and Horn Shop	1	Each	\$599.00	Yamaha	YTR-2330C	47.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$705.00	Yamaha	YTR-2330C	45.0
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$637.00	Melhart	MTR-330	
127		Mute, Trumpet; Adjustable Cup				Denis Wick or Approved Equal	DW5531	
		Sweetwater Sound, LLC	12	Each	\$45.00	Denis Wick	DW5531	96.2
		H&H Music (Universal Melody Services)	12	Each	\$58.00	Denis Wick	DW5531	86.7
		Woodwind & Brasswind, Inc.	12	Each	\$51.00	Denis Wick	DW5531	82.7
		Music & Arts (Guitar Center DBA Music & Arts)	12	Each	\$46.09	Denis Wick	DW5531	79.8
		The String and Horn Shop	12	Each	\$43.00	Denis Wick	DW5531	56.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	12	Each	\$54.00	Denis Wick	DW5531	49.9

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
128		Tuba (3/4 Size); BBb; 3 valves; Bore: .661-inch; Bell: 14-3/8-inch; Yellow Brass Bell; Upright Bell; 3 Valves; Top Action Piston Valves; Nickel Plated Valves; Gold Brass Leadpipe; BBC-27 Plastic Shell Case; Yamaha 67 Mouthpiece; Lacquer Finish				Yamaha or Approved Equal	YBB-105WC	
		Sweetwater Sound, LLC	10	Each	\$3,268.00	Yamaha	YBB-105WC	94.9
		Woodwind & Brasswind, Inc.	10	Each	\$3,444.00	Yamaha	YBB-105WC	84.0
		Washington Music Center (Washington Music Sales Center, Inc)	10	Each	\$3,022.00	Yamaha	YBB-105WC	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	10	Each	\$3,331.58	Yamaha	YBB-105WC	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	10	Each	\$3,495.00	Yamaha	YBB-105WC	72.5
		Alamo Music Center	10	Each	\$3,015.00	Yamaha	YBB-105WC	59.0
		The String and Horn Shop	10	Each	\$3,143.00	Yamaha	YBB-105WC	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	10	Each	\$3,458.00	Yamaha	YBB-105WC	52.9
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	10	Each	\$2,195.00	Melhart	MTU300	
129		Tuba, Size 4/4; Key of BBb; 4 Rotary Valves; 17.7 inch Bell; .772 inch Bore; Upright Bell Position; Front Valve Position; Nickel Silver Leadpipe and Wreath; Miraphone TU29 Mouthpiece; Lacquer Finish; Case				Mirafone or Approved Equal	186-4U	
		H&H Music (Universal Melody Services)	12	Each	\$8,600.00	Mirafone	186-4U	92.0
		Woodwind & Brasswind, Inc.	12	Each	\$8,480.00	Mirafone	186-4U	84.5
		Music & Arts (Guitar Center DBA Music & Arts)	12	Each	\$7,532.36	Mirafone	186-4U	82.5
		Taylor Music, Inc.	12	Each	\$7,666.00	Mirafone	186-4U	72.8
130		Tuba, size 4/4; Key of BBb, .835 inch bore, 18.5 inch Upright Bell, 4 Valves, Front Valve Position, Brass Valve Material, Nickel silver Leadpipe, Miraphone TU33 Mouthpiece, Lacquer Finish, Case				Miraphone or Approved Equal	1291-4V	
		H&H Music (Universal Melody Services)	1	Each	\$9,100.00	Miraphone	1291-4V	94.8
		Woodwind & Brasswind, Inc.	1	Each	\$9,860.00	Miraphone	1291-4V	83.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$8,595.54	Miraphone	1291-4V	82.5
		Taylor Music, Inc.	1	Each	\$9,444.00	Miraphone	1291-4V	69.9
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$5,925.00	Melhart	MTU991	
131		Tuba, Size 4/4. Key of BBb; 4 Rotary Valves; 17.7 inch Upright Bell; .772 inch conical bore; Front Valve Position; Direct Valve Stroke valve linkage; nickel-silver bell wreath and leadpipe; Lacquer Finish; TU31 Mouthpiece; Case				Miraphone or Approved Equal	187	
		H&H Music (Universal Melody Services)	1	Each	\$8,900.00	Miraphone	187	91.0
		Woodwind & Brasswind, Inc.	1	Each	\$8,980.00	Miraphone	187	82.7
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$7,573.81	Miraphone	187	82.5
		Taylor Music, Inc.	1	Each	\$8,666.00	Miraphone	187	68.5
132		Tuba, Size 4/4; Key of Bb, 4 Rotary Valves, 0.812 inch Bore, 15 1/2 inch Upright Bell, gold Brass Leadpipe, Yellow Brass Body & Bell Material, clear Epoxy Lacquer finish; YAC BB67C4 Mouthpiece, BBC-62 Case				Yamaha or Approved Equal	YBB 641	
		Sweetwater Sound, LLC	1	Each	\$7,293.00	Yamaha	YBB 641	94.9
		Woodwind & Brasswind, Inc.	1	Each	\$7,650.00	Yamaha	YBB 641	84.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$6,742.00	Yamaha	YBB 641	80.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$7,433.78	Yamaha	YBB 641	78.7
		Fort Bend Music Center (Cochran & Cochran Ent. Inc)	1	Each	\$7,792.00	Yamaha	YBB 641	72.5
		Alamo Music Center	1	Each	\$6,730.00	Yamaha	YBB 641	59.0
		The String and Horn Shop	1	Each	\$7,013.00	Yamaha	YBB 641	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$7,715.00	Yamaha	YBB 641	52.9
	a	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate	1	Each	\$3,428.00	Melhart	MTU6641	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
133	Tuba, Marching, Size 4/4; Key of BBb, 3 Rotary Valves, .728 inch Bore, 21 inch Upright Bell, Silver Finish, 67C4 Mouthpiece; Case with wheels					Yamaha or Approved Equal	YBB-202MSWC	
	Sweetwater Sound, LLC		4	Each	\$6,879.00	Yamaha	YBB-202MSWC	95.0
	Woodwind & Brasswind, Inc.		4	Each	\$7,360.00	Yamaha	YBB-202MSWC	83.6
	Washington Music Center (Washington Music Sales Center, Inc)		4	Each	\$6,359.50	Yamaha	YBB-202MSWC	80.5
	Music & Arts (Guitar Center DBA Music & Arts)		4	Each	\$7,011.90	Yamaha	YBB-202MSWC	78.8
	Alamo Music Center		4	Each	\$6,420.00	Yamaha	YBB-202MSWC	58.6
	The String and Horn Shop		4	Each	\$6,615.00	Yamaha	YBB-202MSWC	54.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)		4	Each	\$7,277.00	Yamaha	YBB-202MSWC	53.0
134	Mouthpiece, Tuba, Silver					Conn or Approved Equal	Helleberg 7B	
	Sweetwater Sound, LLC		8	Each	\$84.00	Conn	Helleberg 7B	90.9
	Woodwind & Brasswind, Inc.		8	Each	\$74.00	Conn	Helleberg 7B	86.3
	H&H Music (Universal Melody Services)		8	Each	\$95.00	Conn	Helleberg 7B	86.1
	Music & Arts (Guitar Center DBA Music & Arts)		8	Each	\$69.26	Conn	Helleberg 7B	82.3
	Washington Music Center (Washington Music Sales Center, Inc)		8	Each	\$73.75	Conn	Helleberg 7B	77.9
	The String and Horn Shop		8	Each	\$69.00	Conn	Helleberg 7B	56.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)		8	Each	\$77.00	Conn	Helleberg 7B	53.8
135	Mute, Tuba; Straight; for 4/4 Size Tubas; Constructed from Spun Aluminum					MUTEC or Approved Equal	MHT402	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$182.59	MUTEC	MHT402	82.5
	Woodwind & Brasswind, Inc.		1	Each	\$230.00	MUTEC	MHT402	80.8
	Jim Melhart Piano & Organ Co (Melhart Music Center) - Alternate		1	Each	\$305.00	Denis Wick	DW5518	41.9
136	Bass Bars - C; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-C; Extra Wide Rosewood Bar 3 3/4 inch x 3/4 inch					Suzuki or Approved Equal	BB-C	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$280.38	Suzuki	BB-C	82.5
137	Bass Bars - D; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-D; Extra Wide Rosewood Bar 3 3/4 inch x 3/4 inch					Suzuki or Approved Equal	BB-D	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$280.38	Suzuki	BB-D	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$328.00	Suzuki	BB-D	52.2
138	Bass Bars - E; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-E; Extra Wide Rosewood Bar 3 3/4 inch x 3/4 inch					Suzuki or Approved Equal	BB-E	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$280.38	Suzuki	BB-E	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$328.00	Suzuki	BB-E	52.2
139	Bass Bars - F; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-F; Extra Wide Rosewood Bar 3 5/32 inch x 3/4 inch					Suzuki or Approved Equal	BB-F	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$283.72	Suzuki	BB-F	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$328.00	Suzuki	BB-F	52.6
140	Bass Bars - G; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-G; Extra Wide Rosewood Bar 3 5/32 inch x 3/4 inch					Suzuki or Approved Equal	BB-G	
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$221.35	Suzuki	BB-G	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$332.00	Suzuki	BB-G	44.7

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
141	Bass Bars - A; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned to A440-A; Extra Wide Rosewood Bar 2 3/8 inch x 5/8 inch				Suzuki or Approved Equal	BB-A	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$221.35	Suzuki	BB-A	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$250.00	Suzuki	BB-A	53.4
142	Bass Bars - B; Resonator Bar; Contra Bar Mounted on Individual Tuned Wood Resonator Boxes; Tuned Wood Resonator Boxes; Tuned to A440-B; Extra Wide Rosewood Bar 3 5/32 inch x 3/4 inch				Suzuki or Approved Equal	BB-B	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$221.35	Suzuki	BB-B	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$250.00	Suzuki	BB-B	53.4
143	Bells, 3.3 Octave Round Top; Reversible Damper Pedal, Nickel Plated Steel Resonators; Natural Wood Oak Rails and End Pieces; 1.25 inch High-Grade Round Top Parsifal Steel Bars; C5-E8 Range; A=442 Hz Tuning; Endurance Field Frame				Adams or Approved Equal	GAF-33	
	Sweetwater Sound, LLC	1	Each	\$5,699.00	Adams	GAF-33	94.9
	H&H Music (Universal Melody Services)	1	Each	\$5,763.00	Adams	GAF-33	93.5
	Steve Weiss Music	1	Each	\$5,434.00	Adams	GAF-33	88.7
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,818.34	Adams	GAF-33	78.7
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$9,247.00	Adams	GAF-33	63.3
	Alamo Music Center	1	Each	\$5,262.97	Adams	GAF-33	59.0
	The String and Horn Shop	1	Each	\$5,535.00	Adams	GAF-33	54.0
b	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$250.00	Adams	GAF-33	
144	Bells, Agogo; 18 Gauge Steel; Pitched to a Minor Third; 12.3 Inches Long; Mountable				Latin Percussion or Approved Equal	LP231A	
	Steve Weiss Music	1	Each	\$35.00	Latin Percussion	LP231A	85.3
	Sweetwater Sound, LLC	1	Each	\$46.00	Latin Percussion	LP231A	84.9
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$30.93	Latin Percussion	LP231A	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$37.50	Latin Percussion	LP231A	82.0
	H&H Music (Universal Melody Services)	1	Each	\$53.00	Latin Percussion	LP231A	80.3
	West Music	1	Each	\$50.04	Latin Percussion	LP231A	65.2
	Alamo Music Center	1	Each	\$48.00	Latin Percussion	LP231A	44.8
	The String and Horn Shop	1	Each	\$49.00	Latin Percussion	LP231A	41.2
145	Bells, Concert (Glockenspiel); 2 1/2 Octaves; F57 to C88 range; 1.25 inch Hi-Carbon Steel Bars; Low F; Single-Pin Mounting; Tuned to A442				Yamaha or Approved Equal	YG1210S100	
	Sweetwater Sound, LLC	2	Each	\$1,375.00	Yamaha	YG1210S100	95.6
	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$1,294.00	Yamaha	YG1210S100	80.5
	The String and Horn Shop	2	Each	\$1,323.00	Yamaha	YG1210S100	55.1
	Alamo Music Center	2	Each	\$3,509.97	Yamaha	YG1210S100	33.7
b	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$43.00	Yamaha	YG1210S100	
b	Steve Weiss Music	2	Each	\$110.00	Yamaha	YG1210S100	
146	Stand, Percussion; urethane pad top cover; dimensions 33 inch x 21 1/2 inch x 1 1/2 inch; height adjustment 29 inch to 43 1/10 inch, 4 casters				Yamaha or Approved Equal	YPS200	
	Sweetwater Sound, LLC	1	Each	\$260.00	Yamaha	YPS200	96.2
	Steve Weiss Music	1	Each	\$248.00	Yamaha	YPS200	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$265.00	Yamaha	YPS200	79.9
	Woodwind & Brasswind, Inc.	1	Each	\$328.00	Yamaha	YPS200	79.2
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$271.00	Yamaha	YPS200	77.1
	Alamo Music Center	1	Each	\$261.00	Yamaha	YPS200	57.0
	The String and Horn Shop	1	Each	\$275.00	Yamaha	YPS200	52.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,456.00	Yamaha	YPS200	24.8
147	Bells, Concert; 3 1/3 Octave Bells in C52-#92 Range; 1 1/4 inch wide x 3/8 inch Thick Bars; Height Adjustable Frame; Full-width Damper Pedal, Angel Brace; See-Through Dark Wood Stain Wood Frame; Stand				Yamaha or Approved Equal	YG2500C	
	Sweetwater Sound, LLC	1	Each	\$3,719.00	Yamaha	YG2500C	95.2

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Steve Weiss Music	1	Each	\$3,540.00	Yamaha	YG2500C	89.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,457.00	Yamaha	YG2500C	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$3,790.56	Yamaha	YG2500	79.0
		Alamo Music Center	1	Each	\$3,509.97	Yamaha	YG2500C	58.4
b		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$275.00	Yamaha	YG2500C	

148	Bell Tree, Freestanding or Mountable, 27 Brass Bells Ranging from High to Low Pitch; Stacked on a Single Rod; Black Steel Stand with Four cushioned Feet; Mounting Clamp for use with 3/8 inch to 1 inch diameter posts; Includes two metal tipped strikers					Weiss or Approved Equal	SW-450	
	Steve Weiss Music	1	Each	\$199.95	Weiss	SW-450	90.0	
	Music & Arts (Guitar Center DBA Music & Arts) - Alternate	1	Each	\$235.74	Meinl	BT27	76.4	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$3,934.00	Weiss	SW-450	20.0	

149	Block, Tiny; Wood; Constructed from Maple; Rubber Insulators; Hole for Mounting on Racks and Stands; approx. 2 inch x 2 inch x 5.5 inch					Black Swamp or Approved Equal	MWB4	
	Sweetwater Sound, LLC	1	Each	\$34.00	Black Swamp	MWB4	97.7	
	H&H Music (Universal Melody Services)	1	Each	\$38.00	Black Swamp	MWB4	92.5	
	Steve Weiss Music	1	Each	\$35.00	Black Swamp	MWB4	88.5	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$33.71	Black Swamp	MWB4	82.5	
	The String and Horn Shop	1	Each	\$39.00	Black Swamp	MWB4	50.6	
	Alamo Music Center	1	Each	\$45.00	Black Swamp	MWB4	49.0	

150	Block, Small; Wood; Constructed from Maple; Rubber Insulators; Hole for Mounting on Racks and Stands; approx. 2.25 inch x 2.25 inch x 7 inch					Black Swamp or Approved Equal	MWB3	
	Sweetwater Sound, LLC	1	Each	\$36.00	Black Swamp	MWB3	97.6	
	Steve Weiss Music	1	Each	\$37.00	Black Swamp	MWB3	88.5	
	H&H Music (Universal Melody Services)	1	Each	\$49.00	Black Swamp	MWB3	86.1	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$35.62	Black Swamp	MWB3	82.5	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$40.00	Black Swamp	MWB3	53.6	
	The String and Horn Shop	1	Each	\$41.00	Black Swamp	MWB3	50.8	
	Alamo Music Center	1	Each	\$51.00	Black Swamp	MWB3	46.9	

151	Block, Medium; Wood; Constructed from Maple; Rubber Insulators; Hole for Mounting on Racks and Stands; approx. 2.25 inch x 2.25 inch x 8 inch					Black Swamp or Approved Equal	MWB2	
	Sweetwater Sound, LLC	1	Each	\$37.00	Black Swamp	MWB2	97.9	
	Steve Weiss Music	1	Each	\$38.00	Black Swamp	MWB2	88.8	
	H&H Music (Universal Melody Services)	1	Each	\$55.00	Black Swamp	MWB2	83.8	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$36.89	Black Swamp	MWB2	82.5	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$42.00	Black Swamp	MWB2	53.1	
	The String and Horn Shop	1	Each	\$43.00	Black Swamp	MWB2	50.3	
	Alamo Music Center	1	Each	\$49.00	Black Swamp	MWB2	49.1	

152	Block, Large; Wood; Constructed from Maple; Rubber Insulators; Hole for Mounting on Racks and Stands; approx. 2.75 inch x 2.75 inch x 9 inch					Black Swamp or Approved Equal	MWB1	
	Sweetwater Sound, LLC	1	Each	\$39.00	Black Swamp	MWB1	97.8	
	Steve Weiss Music	1	Each	\$39.00	Black Swamp	MWB1	89.8	
	H&H Music (Universal Melody Services)	1	Each	\$57.00	Black Swamp	MWB1	84.2	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$38.80	Black Swamp	MWB1	82.5	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$44.00	Black Swamp	MWB1	53.3	
	The String and Horn Shop	1	Each	\$44.00	Black Swamp	MWB1	51.3	
	Alamo Music Center	1	Each	\$53.00	Black Swamp	MWB1	48.3	

153	Block, X-Large; Wood; Constructed from Maple; Rubber Insulators; Hole for Mounting on Racks and Stands; approx. 3 inch x 3 inch x 10.5 inch					Black Swamp or Approved Equal	MWB0	
	Sweetwater Sound, LLC	1	Each	\$41.00	Black Swamp	MWB0	97.7	
	Steve Weiss Music	1	Each	\$42.00	Black Swamp	MWB0	88.8	
	H&H Music (Universal Melody Services)	1	Each	\$59.00	Black Swamp	MWB0	84.6	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$40.70	Black Swamp	MWB0	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$46.00	Black Swamp	MWB0	53.4
		The String and Horn Shop	1	Each	\$46.00	Black Swamp	MWB0	51.4
		Alamo Music Center	1	Each	\$55.00	Black Swamp	MWB0	48.6

154	Blocks, Sand, Clear Finish; Constructed from Bamboo				Rhythm Band or Approved Equal	RBN76	
	H&H Music (Universal Melody Services)	2	Each	\$5.50	Rhythm Band	RBN76	84.7
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$3.81	Rhythm Band	RBN76	82.5
	The String and Horn Shop	2	Each	\$5.00	Rhythm Band	RBN76	46.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$48.00	Rhythm Band	RBN76	21.2

155	Block, Stealth Jam, Constructed from Jenigor; Black; Includes Heavy Duty Mounting Bracket that fits 3/8 inch diameter Rods				Latin Percussion or Approved Equal	LP1208-K	
	Sweetwater Sound, LLC	1	Each	\$46.00	Latin Percussion	LP1208-K	84.9
	Steve Weiss Music	1	Each	\$36.00	Latin Percussion	LP1208-K	84.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$30.93	Latin Percussion	LP1208-K	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$38.50	Latin Percussion	LP1208-K	81.1
	H&H Music (Universal Melody Services)	1	Each	\$54.00	Latin Percussion	LP1208-K	79.9
	Alamo Music Center	1	Each	\$47.00	Latin Percussion	LP1208-K	45.3
	The String and Horn Shop	1	Each	\$43.00	Latin Percussion	LP1208-K	44.8
b	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$9.95	Latin Percussion	LP1208-K	

156	Blocks, Granite with Universal Mount; Crafted from Jenigor; Set of Five; Steel Mounting Bracket can Attach to any Stand from 3/8 Inch to 1 inch in Diameter; adjustable to accommodate two different Configurations; Granite Block Mallets				Latin Percussion or Approved Equal	LP1210	
	Steve Weiss Music	1	Each	\$180.00	Latin Percussion	LP1210	85.0
	Sweetwater Sound, LLC	1	Each	\$238.00	Latin Percussion	LP1210	84.5
	Woodwind & Brasswind, Inc.	1	Each	\$178.00	Latin Percussion	LP1210	84.4
	H&H Music (Universal Melody Services)	1	Each	\$232.00	Latin Percussion	LP1210	84.2
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$157.48	Latin Percussion	LP1210	82.5
	Alamo Music Center	1	Each	\$218.00	Latin Percussion	LP1210	47.9
	The String and Horn Shop	1	Each	\$235.00	Latin Percussion	LP1210	42.8
b	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$39.00	Latin Percussion	LP1210	

157	Blocks, Temple, Solid Ash and Birch Plywood Construction; Pitched C, D, F, G, A, C; Solid Maple Mounting Bar and Universal Clamp Mount				Black Swamp or Approved Equal	TBSET6	
	H&H Music (Universal Melody Services)	1	Each	\$705.00	Black Swamp	TBSET6	97.0
	Steve Weiss Music	1	Each	\$755.00	Black Swamp	TBSET6	87.4
	Woodwind & Brasswind, Inc.	1	Each	\$781.00	Black Swamp	TBSET6	85.1
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$761.93	Black Swamp	TBSET6	79.5
	The String and Horn Shop	1	Each	\$825.00	Black Swamp	TBSET6	50.2
	Alamo Music Center	1	Each	\$1,155.00	Black Swamp	TBSET6	43.4
b	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$230.00	Black Swamp	TBSET6	

158	Blocks, Temple, Concert with Stand; Solid Ash; Set of 5 with Mallets				Black Swamp or Approved Equal	TBSET5	
	H&H Music (Universal Melody Services)	1	Each	\$700.00	Black Swamp	TBSET5	92.4
	Steve Weiss Music	1	Each	\$620.00	Black Swamp	TBSET5	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$656.00	Black Swamp	TBSET5	86.8
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$634.73	Black Swamp	TBSET5	81.6
	The String and Horn Shop	1	Each	\$695.00	Black Swamp	TBSET5	51.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$896.00	Black Swamp	TBSET5	45.7

159	Block, Tone; Hardwood, Natural Finish; 6 inch x 2 1/4 inch x 1 1/4 inch; Hollow with Mallet				Rhythm Band or Approved Equal	RB755	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2.76	Rhythm Band	RB755	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$4.50	Rhythm Band	RB755	73.5
	H&H Music (Universal Melody Services)	1	Each	\$14.60	Rhythm Band	RB755	64.6
	The String and Horn Shop	1	Each	\$4.50	Rhythm Band	RB755	40.5

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$749.00	Rhythm Band	RB755	18.1

160	Case, Temple Blocks; Hard Plastic Exterior; Egg Crate Foam Interior; Integrated Wheels; Fits Both TBSET5 and TBSET 6 Models				Black Swamp or Approved Equal	TBCASE	
	H&H Music (Universal Melody Services)	1	Each	\$350.00	Black Swamp	TBCASE	97.0
	Steve Weiss Music	1	Each	\$352.00	Black Swamp	TBCASE	89.8
	Woodwind & Brasswind, Inc.	1	Each	\$370.00	Black Swamp	TBCASE	86.8
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$349.80	Black Swamp	TBCASE	82.5
	The String and Horn Shop	1	Each	\$399.00	Black Swamp	TBCASE	51.1

161	Bongo Drums; with rubber feet and stand; 6.75 inch and 8 inch natural rawhide heads; Constructed of kiln dried Siam Oak; Cuban-style Steel Bottoms; 9/32 inch diameter Tuning Lugs; Black Powder Coated Hardware; EZ Curve Rims; Tuning Wrench				Latin Percussion or Approved Equal	LPA601-AW Aspire Series	
	Sweetwater Sound, LLC	2	Each	\$127.00	Latin Percussion	LPA601-AW Aspire Series	87.7
	Steve Weiss Music	2	Each	\$105.00	Latin Percussion	LPA601-AW Aspire Series	85.9
	H&H Music (Universal Melody Services)	2	Each	\$135.00	Latin Percussion	LPA601-AW Aspire Series	84.9
	Woodwind & Brasswind, Inc.	2	Each	\$112.00	Latin Percussion	LPA601-AW Aspire Series	82.7
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$94.29	Latin Percussion	LPA601-AW Aspire Series	82.5
	West Music	2	Each	\$136.49	Latin Percussion	LPA601-AW Aspire Series	68.1
	Alamo Music Center	2	Each	\$155.00	Latin Percussion	LPA601-AW Aspire Series	43.3
	The String and Horn Shop	2	Each	\$149.00	Latin Percussion	LPA601-AW Aspire Series	41.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$429.00	Latin Percussion	LPA601-AW Aspire Series	26.8

162	Bongos, 7 1/2 inch and 8 5/8 inch Heads; Constructed from Durian Wood with a Gloss Finish; Comfort Curve Rims; Plated Cast Aluminum Bottoms; Black Mirror Chrome Hardware; Tuning Wrench				Latin Percussion or Approved Equal	LP201AX-D	
	Steve Weiss Music	1	Set	\$249.00	Latin Percussion	LP201AX-D	71.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$232.59	Latin Percussion	LP201AX-D	65.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Set	\$133.00	Latin Percussion	LP201AX-D	58.0
	Alamo Music Center	1	Set	\$299.00	Latin Percussion	LP201AX-D	36.8

163	Bongos, Fiberglass; Kevlar Reinforced Shells; 7 1/4 inch and 8 5/8 Inch Natural Rawhide Heads; 5/16 inch Tuning Lugs; Steel Reinforced Bearing Edges; Plated Cast Aluminum Bottoms; Chrome Hardware;				Latin Percussion or Approved Equal	LP-200XF-BK	
	Steve Weiss Music	1	Set	\$249.00	Latin Percussion	LP-200XF-BK	87.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$232.59	Latin Percussion	LP-200XF-BK	82.5
	Alamo Music Center	1	Set	\$328.00	Latin Percussion	LP-200XF-BK	47.4
	The String and Horn Shop	1	Set	\$325.00	Latin Percussion	LP-200XF-BK	44.6

164	Bongo Stand with Camlock Strap; Chrome Plated Steel Construction; L Shaped Rubber Lined Seat; Double Braced Legs with Large Rubber Feet; Adjustable Height from 35 1/2 inch to 52 inch				Latin Percussion or Approved Equal	LP330	
	Steve Weiss Music	1	Each	\$129.00	Latin Percussion	LP330	89.0
	Woodwind & Brasswind, Inc.	1	Each	\$138.00	Latin Percussion	LP330	85.4
	H&H Music (Universal Melody Services)	1	Each	\$182.00	Latin Percussion	LP330	84.6
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$125.72	Latin Percussion	LP330	82.5
	West Music	1	Each	\$181.99	Latin Percussion	LP330	68.1
	Alamo Music Center	1	Each	\$159.00	Latin Percussion	LP330	50.6
	The String and Horn Shop	1	Each	\$179.00	Latin Percussion	LP330	44.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$299.00	Latin Percussion	LP330	34.8

165	Cabasa; Standard; Solid Wood and Steel Construction; Loops of Steel-Bead Chain Wrapped Around Textured Stainless Steel Cylinder				Latin Percussion or Approved Equal	LP234A	
	Steve Weiss Music	2	Each	\$29.00	Latin Percussion	LP234A	84.9
	Sweetwater Sound, LLC	2		\$38.00	Latin Percussion	LP234A	84.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Woodwind & Brasswind, Inc.	2	Each	\$29.50	Latin Percussion	LP234A	83.3
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$25.30	Latin Percussion	LP234A	82.5
		H&H Music (Universal Melody Services)	2	Each	\$46.00	Latin Percussion	LP234A	79.0
		West Music	2	Each	\$40.94	Latin Percussion	LP234A	65.2
		The String and Horn Shop	2	Each	\$41.00	Latin Percussion	LP234A	40.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$164.00	Latin Percussion	LP234A	24.2

166	Castanets, Concert, Crafted from Granadilla Wood; Adjustable Internal Tensioning System; Handle Body Constructed of Aluminum Tubing with Molded Outer Covering; Storage Pouch					Grover or Approved Equal	GRO-GWC-3G	
		Sweetwater Sound, LLC	2	Each	\$157.00	Grover	GRO-GWC-3G	95.8
		Steve Weiss Music	2	Each	\$149.00	Grover	GRO-GWC-3G	89.8
		Woodwind & Brasswind, Inc.	2	Each	\$161.00	Grover	GRO-GWC-3G	85.9
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$148.40	Grover	GRO-GWC-3G	82.5
		The String and Horn Shop	2	Each	\$174.00	Grover	GRO-GWC-3G	50.1
	b	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$37.00	Grover	GRO-GWC-3G	

167	Castanets; Pair with Handle; Pitch Paired; Constructed from Chin Chan Wood; Handles can function as Claves; Includes Bag					Pearl or Approved Equal	PEA-PCN20S	
		H&H Music (Universal Melody Services)	2	Pair	\$56.00	Pearl	PEA-PCN20S	95.6
		Sweetwater Sound, LLC	2	Pair	\$59.00	Pearl	PEA-PCN20S	94.6
		Steve Weiss Music	2	Pair	\$54.00	Pearl	PEA-PCN20S	90.0
		The String and Horn Shop	2	Pair	\$59.00	Pearl	PEA-PCN20S	52.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Pair	\$185.00	Pearl	PEA-PCN20S	29.7

168	Chimes, 1.5 Octave Symphonic; 1.5 inch Chimes, Note Range C5 to F6, Silver Color, Protective Case					Adams or Approved Equal	ADM-BK3203C	
		Sweetwater Sound, LLC	1	Each	\$5,375.00	Adams	ADM-BK3203C	94.9
		H&H Music (Universal Melody Services)	1	Each	\$5,428.00	Adams	ADM-BK3203C	93.6
		Steve Weiss Music	1	Each	\$5,015.00	Adams	ADM-BK3203C	89.6
		Woodwind & Brasswind, Inc.	1	Each	\$5,590.00	Adams	ADM-BK3203C	84.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$4,964.40	Adams	ADM-BK3203C	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,372.08	Adams	ADM-BK3203C	79.5
		Alamo Music Center	1	Each	\$5,659.97	Adams	ADM-BK3203C	54.1
		The String and Horn Shop	1	Each	\$5,225.00	Adams	ADM-BK3203C	54.0
	b	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$69.00	Adams	ADM-BK3203C	

169	Chimes, Symphonic, 1.5 Octave; C40 - F57; 1 1/2 inch Seamless Brass Tubes; Brass Tubes; Steel Uprights and Lower Crossbar Frame; A=442Hz Pitch; Laminated Maple Damper Box; 3 Inch Casters (two locking); 71 inch x 33 inch; 24 1/2 inch Deep at Base					Yamaha or Approved Equal	YCH7018	
		Sweetwater Sound, LLC	1	Each	\$5,080.00	Yamaha	YCH7018	95.0
		Steve Weiss Music	1	Each	\$4,837.00	Yamaha	YCH7018	88.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$4,697.00	Yamaha	YCH7018	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,178.10	Yamaha	YCH7018	78.8
		Alamo Music Center	1	Each	\$4,784.97	Yamaha	YCH7018	58.3
		The String and Horn Shop	1	Each	\$4,890.00	Yamaha	YCH7018	54.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$5,687.00	Yamaha	YCH7018	51.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
170	Chimes, Wind, Double-Row 69 Bar Chime; Individually Hand-Tied Bars; Aluminum/Titanium Alloy Bars; .375 inch Diameter Bars					Treeworks or Approved Equal	TW-TRE35db	
		Sweetwater Sound, LLC	1	Each	\$199.00	Treeworks	TW-TRE35db	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$166.00	Treeworks	TW-TRE35db	87.4
		Steve Weiss Music	1	Each	\$189.00	Treeworks	TW-TRE35db	83.7
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$159.32	Treeworks	TW-TRE35db	82.5
		H&H Music (Universal Melody Services)	1	Each	\$250.00	Treeworks	TW-TRE35db	82.5
		Alamo Music Center	1	Each	\$211.00	Treeworks	TW-TRE35db	49.2
		The String and Horn Shop	1	Each	\$199.00	Treeworks	TW-TRE35db	48.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$5,374.00	Treeworks	TW-TRE35db	19.2
171	Chimes, Wind, Single-Row 35 Bar Chime; Aluminum/Titanium Alloy Bars; .375 inch Diameter Bars; Cover					Treeworks or Approved Equal	TRE35	
		Sweetwater Sound, LLC	1	Each	\$102.00	Treeworks	TRE35	95.3
		Steve Weiss Music	1	Each	\$95.00	Treeworks	TRE35	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$98.00	Treeworks	TRE35	87.8
		H&H Music (Universal Melody Services)	1	Each	\$127.00	Treeworks	TRE35	86.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$95.40	Treeworks	TRE35	82.3
		Alamo Music Center	1	Each	\$109.00	Treeworks	TRE35	53.9
		The String and Horn Shop	1	Each	\$125.00	Treeworks	TRE35	46.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$246.00	Treeworks	TRE35	33.4
172	Chime Damper; Integrated Mount; Constructed of Laser Cut Steel with Black Powder Coat Finish; Adjustable					Treeworks or Approved Equal	TRE54	
		Steve Weiss Music	1	Each	\$39.00	Treeworks	TRE54	90.0
		H&H Music (Universal Melody Services)	1	Each	\$60.00	Treeworks	TRE54	83.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$39.59	Treeworks	TRE54	81.9
		Woodwind & Brasswind, Inc.	1	Each	\$51.00	Treeworks	TRE54	79.6
		Alamo Music Center	1	Each	\$51.00	Treeworks	TRE54	49.6
		The String and Horn Shop	1	Each	\$49.00	Treeworks	TRE54	47.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$126.00	Treeworks	TRE54	30.4
173	Case, Chimes; Hard Sided Gig Bag; Constructed of ABS Plastic with 1/2 inch Foam on Both Sides; #10 Zipper on Three Sides; Two Straps Secure The Chime by the Mantle; Inside Usable Space 25 1/2 inch x 9 1/2 inch					Treeworks or Approved Equal	TRE51	
		Sweetwater Sound, LLC	1	Each	\$35.00	Treeworks	TRE51	91.7
		Woodwind & Brasswind, Inc.	1	Each	\$29.50	Treeworks	TRE51	89.0
		Steve Weiss Music	1	Each	\$32.00	Treeworks	TRE51	86.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$31.48	Treeworks	TRE51	80.0
		H&H Music (Universal Melody Services)	1	Each	\$66.00	Treeworks	TRE51	74.9
		Alamo Music Center	1	Each	\$41.00	Treeworks	TRE51	47.8
		The String and Horn Shop	1	Each	\$45.00	Treeworks	TRE51	42.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$54.00	Treeworks	TRE51	39.9
174	Clave, Grenadilla (Pair); Mahogany; 8 inch; Clave and Striker are the same size (8 inch L x 1 1/4 inch W)					Latin Percussion or Approved Equal	LP261	
		Steve Weiss Music	2	Each	\$19.00	Latin Percussion	LP261	85.5
		Sweetwater Sound, LLC	2	Each	\$25.50	Latin Percussion	LP261	84.4
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$16.86	Latin Percussion	LP261	82.5
		H&H Music (Universal Melody Services)	2	Each	\$35.00	Latin Percussion	LP261	76.3
		West Music	2	Each	\$27.29	Latin Percussion	LP261	65.2
		The String and Horn Shop	2	Each	\$26.00	Latin Percussion	LP261	41.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$46.00	Latin Percussion	LP261	32.7

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
175	Claves, Fiberglass Construction; 8 inch L x 1 inch W					Latin Percussion or Approved Equal	LP597	
		Steve Weiss Music	1	Each	\$23.00	Latin Percussion	LP597	84.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$19.68	Latin Percussion	LP597	82.5
		H&H Music (Universal Melody Services)	1	Each	\$32.00	Latin Percussion	LP597	81.6
		Woodwind & Brasswind, Inc.	1	Each	\$24.50	Latin Percussion	LP597	81.1
		West Music	1	Each	\$31.84	Latin Percussion	LP597	65.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$24.00	Latin Percussion	LP597	50.8
		Alamo Music Center	1	Each	\$31.00	Latin Percussion	LP597	44.4
		The String and Horn Shop	1	Each	\$29.00	Latin Percussion	LP597	43.1
176	Claves, Rosewood, 2 pieces set, matte lacquer, 7.87 inch x .78 inch and 7.48 inch x .78 inch					Sela or Approved Equal	SE281	
		Sweetwater Sound, LLC	2	Each	\$12.75	Sela	SE281	98.0
		Steve Weiss Music - Alternate	2	Each	\$23.00	Gon Bops	GON-PCLAVRW	72.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$26.00	Sela	SE281	37.6
177	Cowbell, Mambo; Raised Center Playing Surface; Self Aligning Eye Bolt; Fits 3/8 inch to 1/2 inch Diameter Rods					Latin Percussion or Approved Equal	LP229	
		Sweetwater Sound, LLC	2	Each	\$42.50	Latin Percussion	LP229	84.5
		Steve Weiss Music	2	Each	\$33.00	Latin Percussion	LP229	84.1
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$28.12	Latin Percussion	LP229	82.5
		H&H Music (Universal Melody Services)	2	Each	\$49.00	Latin Percussion	LP229	80.0
		West Music	2	Each	\$45.49	Latin Percussion	LP229	65.2
		The String and Horn Shop	2	Each	\$41.00	Latin Percussion	LP229	43.4
178	Cowbell, Black Beauty; Constructed of Steel; Forged Eye-Bolt Clamp Assembly Oversized Wing Nuts; Fits 3/8 inch diameter Rods					Latin Percussion or Approved Equal	LP204A	
		Steve Weiss Music	1	Each	\$26.00	Latin Percussion	LP204A	90.0
		Sweetwater Sound, LLC	1	Each	\$34.00	Latin Percussion	LP204A	88.6
		H&H Music (Universal Melody Services)	1	Each	\$43.00	Latin Percussion	LP204A	81.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$39.00	Latin Percussion	LP204A	44.7
		The String and Horn Shop	1	Each	\$373.00	Latin Percussion	LP204A	18.8
179	Holder, Cowbell; All-Metal Constructed Clamp; Friction Disc Offers Infinite Adjustment, 1/2 Factory Set Clamp can be converted to 10.5 mm by flipping over Drum Key Brake					DW or Approved Equal	PDAXTA95	
		Steve Weiss Music	1	Each	\$26.00	DW	PDAXTA95	84.9
		H&H Music (Universal Melody Services)	1	Each	\$35.00	DW	PDAXTA95	82.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$22.69	DW	PDAXTA95	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$35.00	DW	PDAXTA95	43.9
180	Crotales; 2.5 Octave; Range from C-F; Tuned Chromatically to 442Hz					Paiste or Approved Equal	PST-1003	
		Steve Weiss Music	1	Each	\$3,450.00	Paiste	PST-1003	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$3,498.00	Paiste	PST-1003	82.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$4,455.00	Paiste	PST-1003	49.0
181	Stand, Crotales; For 2.5 Octave Crotales C-F					Paiste or Approved Equal	PST-2005	
		Steve Weiss Music	1	Each	\$744.00	Paiste	PST-2005	90.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
182	Cymbals, Finger; Natural Cast Finish; Thick Pair					Zildjian or Approved Equal	P0771	
		Sweetwater Sound, LLC	2	Pair	\$27.00	Zildjian	P0771	85.2
		Music & Arts (Guitar Center DBA Music & Arts)	2	Pair	\$18.37	Zildjian	P0771	82.5
		Steve Weiss Music	2	Pair	\$23.00	Zildjian	P0771	81.9
		Woodwind & Brasswind, Inc.	2	Pair	\$23.50	Zildjian	P0771	80.3
		West Music	2	Pair	\$29.07	Zildjian	P0771	65.8
		The String and Horn Shop	2	Pair	\$24.00	Zildjian	P0771	46.6
		Alamo Music Center	2	Pair	\$31.00	Zildjian	P0771	42.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Pair	\$31.00	Zildjian	P0771	41.7

183	Cymbals, Finger; set of 2 pair; Thin Pair; Traditional Finish					Zildjian or Approved Equal	P0773	
		Sweetwater Sound, LLC	2	pair	\$27.00	Zildjian	P0773	85.2
		Music & Arts (Guitar Center DBA Music & Arts)	2	pair	\$18.37	Zildjian	P0773	82.5
		Steve Weiss Music	2	pair	\$23.00	Zildjian	P0773	81.9
		Woodwind & Brasswind, Inc.	2	pair	\$23.50	Zildjian	P0773	80.3
		West Music	2	pair	\$29.07	Zildjian	P0773	65.8
		The String and Horn Shop	2	pair	\$24.00	Zildjian	P0773	46.6
		Alamo Music Center	2	pair	\$29.00	Zildjian	P0773	44.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	pair	\$31.00	Zildjian	P0773	41.7

184	Cymbals, Brass; 8 inch Pair with Straps, Knob Holders and Mallets					Peripole or Approved Equal	P3651	
	NO BID							

185	Cymbals, Crash: 16 inch pair; B12 Bronze Alloy; Balance from Low/Mid/High Frequencies; Fully Lathed and Hammered; w/pouch, holder and tongs					Zildjian or Approved Equal	#A0444	
		Woodwind & Brasswind, Inc.	1	Each	\$304.00	Zildjian	#A0444	86.0
		Steve Weiss Music	1	Each	\$325.00	Zildjian	#A0444	84.6
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$280.88	Zildjian	#A0444	82.5
		The String and Horn Shop	1	Each	\$359.00	Zildjian	#A0444	47.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$406.00	Zildjian	#A0444	45.7

186	Cymbal, 16 inch Crash; Weight: T; Brilliant Finish; Bright Tone; Case & Strap					Zildjian or Approved Equal	ZIL-A20514	
		Woodwind & Brasswind, Inc.	1	Each	\$178.00	Zildjian	ZIL-A20514	84.4
		Steve Weiss Music	1	Each	\$189.00	Zildjian	ZIL-A20514	83.3
		Sweetwater Sound, LLC	1	Each	\$249.00	Zildjian	ZIL-A20514	83.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$157.48	Zildjian	ZIL-A20514	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$234.00	Zildjian	ZIL-A20514	44.9
		The String and Horn Shop	1	Each	\$229.00	Zildjian	ZIL-A20514	43.5

187	Cymbal, 18 inch Crash; Weight: Thin; Brilliant Finish; Bright Tone; Case & Strap					Zildjian or Approved Equal	ZIL-A20516	
		Woodwind & Brasswind, Inc.	1	Each	\$205.00	Zildjian	ZIL-A20516	85.4
		Steve Weiss Music	1	Each	\$223.00	Zildjian	ZIL-A20516	83.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$186.41	Zildjian	ZIL-A20516	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$277.00	Zildjian	ZIL-A20516	44.9
		The String and Horn Shop	1	Each	\$262.00	Zildjian	ZIL-A20516	44.5

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
188	Cymbals, 14 inch; Hi-Hat; Weight: Top Cymbal Medium, Bottom Cymbal Heavy; Traditional Finish					Zildjian or Approved Equal	ZIL-A0133	
		Woodwind & Brasswind, Inc.	1	Each	\$266.00	Zildjian	ZIL-A0133	83.5
		Steve Weiss Music	1	Each	\$275.00	Zildjian	ZIL-A0133	83.4
		Sweetwater Sound, LLC	1	Each	\$364.00	Zildjian	ZIL-A0133	83.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$229.50	Zildjian	ZIL-A0133	82.5
		Alamo Music Center	1	Each	\$271.00	Zildjian	ZIL-A0133	52.9
		The String and Horn Shop	1	Each	\$299.00	Zildjian	ZIL-A0133	46.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$340.00	Zildjian	ZIL-A0133	45.0
189	Cymbals, 15 inch, Hi-Hat; Weight: Top Cymbal Medium, Bottom Cymbal Heavy; Traditional Finish					Zildjian or Approved Equal	ZIL-A0136	
		Woodwind & Brasswind, Inc.	2	Each	\$278.00	Zildjian	ZIL-A0136	85.0
		Sweetwater Sound, LLC	2	Each	\$391.00	Zildjian	ZIL-A0136	83.6
		Steve Weiss Music	2	Each	\$299.00	Zildjian	ZIL-A0136	83.5
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$250.18	Zildjian	ZIL-A0136	82.5
		Alamo Music Center	2	Each	\$291.00	Zildjian	ZIL-A0136	53.4
		The String and Horn Shop	2	Each	\$335.00	Zildjian	ZIL-A0136	45.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$370.00	Zildjian	ZIL-A0136	45.0
190	Cymbals, 16 inch Classic Orchestral; Suspended; Weight: MT; Traditional Finish; Skill Level: Advanced, Expert, Intermediate, Professional					Zildjian or Approved Equal	ZIL A0417	
		Steve Weiss Music	2	Each	\$182.00	Zildjian	ZIL A0417	86.2
		Woodwind & Brasswind, Inc.	2	Each	\$184.00	Zildjian	ZIL A0417	84.8
		Sweetwater Sound, LLC	2	Each	\$263.00	Zildjian	ZIL A0417	83.0
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$164.63	Zildjian	ZIL A0417	82.5
		Alamo Music Center	2	Each	\$189.00	Zildjian	ZIL A0417	53.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$238.00	Zildjian	ZIL A0417	45.7
		The String and Horn Shop	2	Each	\$232.00	Zildjian	ZIL A0417	44.4
191	Cymbals, 16 inch Classic Orchestral; Hand; Weight: MT; Brilliant Finish Top, Traditional Finish Bottom; Pouch, Holder Skill Level: Advanced, Expert, Professional					Zildjian or Approved Equal	ZIL-A0751	
		Steve Weiss Music	1	Each	\$379.00	Zildjian	ZIL-A0751	84.7
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$328.87	Zildjian	ZIL-A0751	82.5
		Woodwind & Brasswind, Inc.	1	Each	\$424.00	Zildjian	ZIL-A0751	80.0
		Alamo Music Center	1	Each	\$361.00	Zildjian	ZIL-A0751	55.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$475.00	Zildjian	ZIL-A0751	45.7
192	Cymbal, 18 inch Classic Orchestral Crash; Hand Cymbal; Weight: Medium Thin; Brilliant Finish Top, Traditional Finish Bottom; Skill Level: Advanced, Expert, Professional					Zildjian or Approved Equal	ZIL-A0759	
		Woodwind & Brasswind, Inc.	1	Each	\$420.00	Zildjian	ZIL-A0759	86.0
		Steve Weiss Music	1	Each	\$449.00	Zildjian	ZIL-A0759	84.6
		Sweetwater Sound, LLC	1	Each	\$612.00	Zildjian	ZIL-A0759	83.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$388.74	Zildjian	ZIL-A0759	82.5
		Alamo Music Center	1	Each	\$441.00	Zildjian	ZIL-A0759	54.3
		The String and Horn Shop	1	Each	\$505.00	Zildjian	ZIL-A0759	46.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$560.00	Zildjian	ZIL-A0759	45.8
193	Cymbals, 18 inch Classic Orchestral; Suspended; Weight: MT; Traditional Finish; Skill Level: Advanced, Expert, Intermediate, Professional					Zildjian or Approved Equal	ZIL-A0419	
		Steve Weiss Music	1	Each	\$226.00	Zildjian	ZIL-A0419	84.4
		Woodwind & Brasswind, Inc.	1	Each	\$222.00	Zildjian	ZIL-A0419	84.1
		Sweetwater Sound, LLC	1	Each	\$306.00	Zildjian	ZIL-A0419	83.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$194.55	Zildjian	ZIL-A0419	82.5
		Alamo Music Center	1	Each	\$206.97	Zildjian	ZIL-A0419	56.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$281.00	Zildjian	ZIL-A0419	45.7
		The String and Horn Shop	1	Each	\$275.00	Zildjian	ZIL-A0419	44.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
194	Cymbal, 20 inch Classic Orchestral; Suspended; Traditional Finish; Medium Thin Weight					Zildjian or Approved Equal	ZIL-A0421	
		Woodwind & Brasswind, Inc.	5	Each	\$244.00	Zildjian	ZIL-A0421	85.3
		Steve Weiss Music	5	Each	\$257.00	Zildjian	ZIL-A0421	84.5
		Sweetwater Sound, LLC	5	Each	\$340.00	Zildjian	ZIL-A0421	84.1
		Music & Arts (Guitar Center DBA Music & Arts)	5	Each	\$221.56	Zildjian	ZIL-A0421	82.5
		Alamo Music Center	5	Each	\$269.00	Zildjian	ZIL-A0421	51.9
		The String and Horn Shop	5	Each	\$295.00	Zildjian	ZIL-A0421	46.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	5	Each	\$320.00	Zildjian	ZIL-A0421	45.7
195	Cymbal, 20 inch Classic orchestral; Hand; Weight: MT; Brilliant Finish Top, Traditional Finish Bottom; Skill Level: Advanced, Expert, Professional					Zildjian or Approved Equal	ZIL-A0767	
		Woodwind & Brasswind, Inc.	1	Each	\$474.00	Zildjian	ZIL-A0767	86.4
		Steve Weiss Music	1	Each	\$515.00	Zildjian	ZIL-A0767	84.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$442.84	Zildjian	ZIL-A0767	82.5
		Alamo Music Center	1	Each	\$499.00	Zildjian	ZIL-A0767	54.5
		The String and Horn Shop	1	Each	\$555.00	Zildjian	ZIL-A0767	47.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$638.00	Zildjian	ZIL-A0767	45.8
196	Cymbal, 14 inch Oriental China Trash; Brilliant Finish; High Pitch; Bright/Mid Sound; Short Sustain; General Volume; Thin Weight					Zildjian or Approved Equal	ZIL-A0614	
		Woodwind & Brasswind, Inc.	1	Each	\$139.00	Zildjian	ZIL-A0614	84.2
		Steve Weiss Music	1	Each	\$147.00	Zildjian	ZIL-A0614	83.3
		Sweetwater Sound, LLC	1	Each	\$194.00	Zildjian	ZIL-A0614	83.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$122.38	Zildjian	ZIL-A0614	82.5
		Alamo Music Center	1	Each	\$157.97	Zildjian	ZIL-A0614	50.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$181.00	Zildjian	ZIL-A0614	45.0
197	Cymbal, 16 inch Oriental China Trash; Brilliant Finish; High Pitch; Bright/Mid Sound; Short Sustain; General Volume; Thin Weight					Zildjian or Approved Equal	ZIL-A0616	
		Woodwind & Brasswind, Inc.	1	Each	\$170.00	Zildjian	ZIL-A0616	84.7
		Steve Weiss Music	1	Each	\$182.00	Zildjian	ZIL-A0616	83.3
		Sweetwater Sound, LLC	1	Each	\$245.00	Zildjian	ZIL-A0616	82.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$151.64	Zildjian	ZIL-A0616	82.5
		Alamo Music Center	1	Each	\$190.97	Zildjian	ZIL-A0616	50.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$225.00	Zildjian	ZIL-A0616	45.0
		The String and Horn Shop	1	Each	\$225.00	Zildjian	ZIL-A0616	43.0
198	Cymbal, 18 inch China; Type: Special Effects; Weight: Thin					Zildjian or Approved Equal	ZIL-ZBT18CH	
		Steve Weiss Music - Alternate	2	Each	\$74.95	Steve Weiss	SW-18LION	86.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$109.00	Zildjian	ZIL-ZBT18CH	45.5
		The String and Horn Shop	2	Each	\$125.00	Zildjian	ZIL-ZBT18CH	40.0
199	Cymbal, 20 inch Ride; Weight: Medium; Brilliant Finish Tone					Zildjian or Approved Equal	ZIL-A20518	
		Woodwind & Brasswind, Inc.	2	Each	\$238.00	Zildjian	ZIL-A20518	84.6
		Sweetwater Sound, LLC	2	Each	\$330.00	Zildjian	ZIL-A20518	83.7
		Steve Weiss Music	2	Each	\$253.00	Zildjian	ZIL-A20518	83.5
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$211.85	Zildjian	ZIL-A20518	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$301.00	Zildjian	ZIL-A20518	68.7
		Alamo Music Center	2	Each	\$270.97	Zildjian	ZIL-A20518	50.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$315.00	Zildjian	ZIL-A20518	44.9
		The String and Horn Shop	2	Each	\$295.00	Zildjian	ZIL-A20518	44.7

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
200	Cymbal, 22 inch Ride; K Dark Medium; Weight: Medium					Zildjian or Approved Equal	ZIL-K0830	
		Steve Weiss Music	1	Each	\$336.00	Zildjian	ZIL-K0830	89.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$391.00	Zildjian	ZIL-K0830	74.5
		Alamo Music Center	1	Each	\$331.97	Zildjian	ZIL-K0830	59.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$417.00	Zildjian	ZIL-K0830	49.8
201	Cymbals, 16 inch Stadium; Hand; Weight: M; Brilliant Finish Top, Traditional Finish Bottom; Skill Level: Advanced, Expert, Professional					Zildjian or Approved Equal	ZIL-A0468	
		Woodwind & Brasswind, Inc.	1	Each	\$308.00	Zildjian	ZIL-A0468	85.4
		Steve Weiss Music	1	Each	\$325.00	Zildjian	ZIL-A0468	84.5
		Sweetwater Sound, LLC	1	Each	\$449.00	Zildjian	ZIL-A0468	83.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$280.55	Zildjian	ZIL-A0468	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$380.00	Zildjian	ZIL-A0468	70.0
		Alamo Music Center	1	Each	\$319.97	Zildjian	ZIL-A0468	54.1
		The String and Horn Shop	1	Each	\$369.00	Zildjian	ZIL-A0468	46.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$404.00	Zildjian	ZIL-A0468	45.8
202	Cymbals, 16 inch Stadium; Hand; Weight: MH; Brilliant Finish Top, Traditional Finish Bottom; Skill Level: Advanced, Expert, Professional					Zildjian or Approved Equal	ZIL-A0487	
		Woodwind & Brasswind, Inc.	1	Each	\$311.00	Zildjian	ZIL-A0487	85.1
		Steve Weiss Music	1	Each	\$325.00	Zildjian	ZIL-A0487	84.5
		Sweetwater Sound, LLC	1	Each	\$450.00	Zildjian	ZIL-A0487	82.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$280.55	Zildjian	ZIL-A0487	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$380.00	Zildjian	ZIL-A0487	70.0
		Alamo Music Center	1	Each	\$339.00	Zildjian	ZIL-A0487	52.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$404.00	Zildjian	ZIL-A0487	45.8
203	Cymbal; Suspended, 16 inch; Constructed of B8 Alloy; Thin Weight; Bright Sound					Sabian or Approved Equal	SAB-41623X	
		Steve Weiss Music	1	Each	\$71.00	Sabian	SAB-41623X	82.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$58.22	Sabian	SAB-41623X	82.5
		Woodwind & Brasswind, Inc.	1	Each	\$88.00	Sabian	SAB-41623X	75.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$84.25	Sabian	SAB-41623X	68.1
		Sweetwater Sound, LLC	1	Each	\$270.00	Sabian	SAB-41623X	66.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$145.00	Sabian	SAB-41623X	34.1
		Alamo Music Center	1	Each	\$207.00	Sabian	SAB-41623X	30.3
204	Cymbal, Boom Arm; Uni-Lock Tilter; 7/8 inch diameter with Stop Lock					Pearl or Approved Equal	CH830	
		Steve Weiss Music	2	Each	\$36.00	Pearl	CH830	85.3
		Sweetwater Sound, LLC	2	Each	\$51.00	Pearl	CH830	82.9
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$31.80	Pearl	CH830	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$43.05	Pearl	CH830	70.0
		Woodwind & Brasswind, Inc.	2	Each	\$67.00	Pearl	CH830	68.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$49.00	Pearl	CH830	44.0
		The String and Horn Shop	2	Each	\$49.00	Pearl	CH830	42.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
205	Bag, Cymbal; 24 inch; Two Built-In Cymbal Dividers; rubber cymbal protection built into the inside and outer bottom of the bag; Fits Cymbals up to 24 inch; removable shoulder strap; polyester with nylon lining; 24.5 inch W x 5.2 inch D x 24.5" H					Zildjian or Approved Equal	ZCB24D	
		Music & Arts (Guitar Center DBA Music & Arts)	6	Each	\$35.84	Zildjian	ZCB24D	82.5
		Steve Weiss Music	6	Each	\$45.00	Zildjian	ZCB24D	81.9
		Woodwind & Brasswind, Inc.	6	Each	\$51.00	Zildjian	ZCB24D	77.1
		Washington Music Center (Washington Music Sales Center, Inc)	6	Each	\$65.00	Zildjian	ZCB24D	62.6
		Alamo Music Center	6	Each	\$51.00	Zildjian	ZCB24D	47.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	6	Each	\$56.00	Zildjian	ZCB24D	43.6
		The String and Horn Shop	6	Each	\$56.00	Zildjian	ZCB24D	41.6
206	Bag, Cymbal; 20 inch; ; Fits Cymbals up to 20 inch; removable shoulder strap; polyester with nylon lining; 20 inch W x 2.2 inch D x 20" H					Zildjian or Approved Equal	ZCB20	
		Steve Weiss Music	1	Each	\$22.00	Zildjian	ZCB20	87.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$20.78	Zildjian	ZCB20	82.5
		Sweetwater Sound, LLC	1	Each	\$34.00	Zildjian	ZCB20	82.4
		Woodwind & Brasswind, Inc.	1	Each	\$33.00	Zildjian	ZCB20	74.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$27.00	Zildjian	ZCB20	48.8
		Alamo Music Center	1	Each	\$32.00	Zildjian	ZCB20	45.0
		The String and Horn Shop	1	Each	\$59.00	Zildjian	ZCB20	30.1
207	Bag, Cymbal, 22 Inch deluxe backpack; polyester with nylon lining; two graduated dividers, rubber protection built into the inside and outer bottom of the bag; holds cymbals up to 14 inch; backpack strap with heavily padded handles; 23 inch W x 3 inch D, x 23 inch H					Zildjian or Approved Equal	ZCB22GIG	
		Steve Weiss Music	10	Each	\$53.00	Zildjian	ZCB22GIG	87.8
		Sweetwater Sound, LLC	10	Each	\$71.00	Zildjian	ZCB22GIG	86.2
		Music & Arts (Guitar Center DBA Music & Arts)	10	Each	\$50.09	Zildjian	ZCB22GIG	82.5
		Woodwind & Brasswind, Inc.	10	Each	\$61.00	Zildjian	ZCB22GIG	81.8
		Alamo Music Center	10	Each	\$56.00	Zildjian	ZCB22GIG	54.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	10	Each	\$66.00	Zildjian	ZCB22GIG	48.4
		The String and Horn Shop	10	Each	\$79.00	Zildjian	ZCB22GIG	41.4
208	Case, Cymbal; 22 inch; Hard Wearing Plastic; Carries Maximum of 9 Cymbals up to 22 inch in Diameter; Caster Wheels; Carrying Handle; Center Post in the Middle of the Case for Increased Stability and is Equipped with A Plastic Washer-Style Ring to Avoid Scratching Cymbals; Includes 8 Foam Pad Dividers					Meinl or Approved Equal	MEI-MCC22	
		Steve Weiss Music	1	Each	\$119.00	Meinl	MEI-MCC22	83.3
		Woodwind & Brasswind, Inc.	1	Each	\$128.00	Meinl	MEI-MCC22	79.9
		Sweetwater Sound, LLC	1	Each	\$195.00	Meinl	MCC22KH	78.3
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$117.02	Meinl	MEI-MCC22	76.3
		The String and Horn Shop	1	Each	\$99.00	Meinl	MEI-MCC22	56.0
209	Stand, Cymbals-Crash; Holds Cymbals Vertically; Cradle Arms Coated In Rubber; Height Adjustable; Two Holders Per Stand					Pearl or Approved Equal	1030 AC	
		Sweetwater Sound, LLC	2	Each	\$169.00	Pearl	1030 AC	95.2
		Steve Weiss Music	2	Each	\$157.00	Pearl	1030 AC	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$161.12	Pearl	1030 AC	81.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$171.00	Pearl	1030 AC	77.2
		The String and Horn Shop	2	Each	\$169.00	Pearl	1030 AC	53.2
		Alamo Music Center	2	Each	\$192.00	Pearl	1030 AC	51.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$199.00	Pearl	1030 AC	49.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
210	Stand, Cymbal, Boom; Convertible; Uni-Lock Tilter; Plastic wing Nut; Plastic Cymbal Cup; Die-Cast Joints; Double-Braced Legs					Pearl or Approved Equal	BC 930	
		Sweetwater Sound, LLC	2	Each	\$91.00	Pearl	BC 930	94.0
		Steve Weiss Music	2	Each	\$82.00	Pearl	BC 930	90.0
		Woodwind & Brasswind, Inc.	2	Each	\$104.00	Pearl	BC 930	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$89.04	Pearl	BC 930	79.3
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$90.00	Pearl	BC 930	76.9
		The String and Horn Shop	2	Each	\$98.00	Pearl	BC 930	49.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$209.00	Pearl	BC 930	33.7
211	Stand, Cymbal, Suspended; Straight; Uni-Lock Tilter; Plastic Wing Nut; Plastic Cymbal Cup; Die-Cast Pipe Joints; Double-Braced Legs					Pearl or Approved Equal	C-930	
		Sweetwater Sound, LLC	4	Each	\$79.00	Pearl	C-930	93.9
		Steve Weiss Music	4	Each	\$71.00	Pearl	C-930	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	4	Each	\$77.38	Pearl	C-930	79.2
		Woodwind & Brasswind, Inc.	4	Each	\$98.00	Pearl	C-930	78.0
		Washington Music Center (Washington Music Sales Center, Inc)	4	Each	\$79.00	Pearl	C-930	76.4
		The String and Horn Shop	4	Each	\$89.00	Pearl	C-930	47.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	4	Each	\$95.00	Pearl	C-930	47.9
212	Stand, Cymbals; Hi Hat; Double Braced; Height Adjustment with Nylon Inserts, No Metal to Metal Contact; Tripod Base					Gibraltar or Approved Equal	6707	
		Sweetwater Sound, LLC	2	Each	\$115.00	Gibraltar	6707	93.3
		Steve Weiss Music	2	Each	\$109.00	Gibraltar	6707	87.2
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$101.36	Gibraltar	6707	82.5
		Woodwind & Brasswind, Inc.	2	Each	\$124.00	Gibraltar	6707	81.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$137.00	Gibraltar	6707	47.6
213	Stand, Suspended Cymbal Arm; Accommodates Cymbals up to 22 inch; Constructed from Heavy Duty Chromed Steel; Arch Design; Designed to fit Most Standard Cymbal Stand Bases					Zildjian or Approved Equal	ZIL-TCA	
		Steve Weiss Music	1	Each	\$47.00	Zildjian	ZIL-TCA	83.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$38.96	Zildjian	ZIL-TCA	82.5
		Woodwind & Brasswind, Inc.	1	Each	\$48.00	Zildjian	ZIL-TCA	81.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$57.00	Zildjian	ZIL-TCA	45.3
214	Straps, Cymbal; Leather; Set of 2					Zildjian or Approved Equal	P0750	
		Steve Weiss Music	4	Set	\$7.50	Zildjian	P0750	86.6
		Sweetwater Sound, LLC	4	Set	\$11.00	Zildjian	P0750	83.0
		Music & Arts (Guitar Center DBA Music & Arts)	4	Set	\$6.87	Zildjian	P0750	82.5
		Woodwind & Brasswind, Inc.	4	Set	\$9.00	Zildjian	P0750	79.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	4	Set	\$9.00	Zildjian	P0750	48.5
215	Vault, Cymbal; With Wheels; 22 Inch; Molded of Linear Low Density Polyethylene; Welded Center Post; Holds up to Eight Traditionally Shaped Cymbals, up to 22 inches; Molded in Carrying Handle; In-Line Skate Style Wheels; Pull Out Handle; Four Cymbal Pads; High-Tension Slide Release Buckle; Heavy-Duty Web Straps					SKB or Approved Equal	CV22W	
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$101.56	SKB	CV22W	82.5
		Steve Weiss Music	1	Each	\$135.00	SKB	CV22W	80.1
		Sweetwater Sound, LLC	1	Each	\$186.00	SKB	CV22W	79.8
		Woodwind & Brasswind, Inc.	1	Each	\$135.00	SKB	CV22W	79.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$152.00	SKB	CV22W	44.7
		Alamo Music Center	1	Each	\$193.00	SKB	CV22W	40.0

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
216	Drum, Cajon; Takean Tong Wood Playing Surface; Square Box Drum; Adjustable Tension of Internal Snare Strings; Front Height- Adjustable Feet; 19 inch H x 12 inch W x 12 inch L				Latin Percussion or Approved Equal	LP1432	
	Steve Weiss Music	3	Each	\$165.00	Latin Percussion	LP1432	89.6
	Sweetwater Sound, LLC	3	Each	\$220.00	Latin Percussion	LP1432	87.7
	Woodwind & Brasswind, Inc.	3	Each	\$188.00	Latin Percussion	LP1432	83.8
	Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$163.44	Latin Percussion	LP1432	82.5
	Alamo Music Center	3	Each	\$221.00	Latin Percussion	LP1432	48.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$214.00	Latin Percussion	LP1432	48.5
217	Drum, Concert Bass; Philharmonic Series; 100% African Mahogany Shell; Matte Walnut Lacquer Finish; 2 inch Wide Maple Hoops Finished In Matte Walnut; Silent Tensioning Lug System; Remo NuSkyn Heads; Split Tension Lugs; 18 inch x 36 inch; Drill Drum for Stand (order with PEA-STBD36)				Pearl or Approved Equal	PEA-PBA3618	
	Sweetwater Sound, LLC	1	Each	\$1,817.00	Pearl	PEA-PBA3618	98.0
	H&H Music (Universal Melody Services)	1	Each	\$2,600.00	Pearl	PEA-PBA3618	85.0
	Steve Weiss Music	1	Each	\$2,353.00	Pearl	PEA-PBA3618	80.9
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$2,329.00	Pearl	PEA-PBA3618	71.7
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$2,570.50	Pearl	PEA-PBA3618	70.8
	Alamo Music Center	1	Each	\$2,324.97	Pearl	PEA-PBA3618	50.3
	The String and Horn Shop	1	Each	\$2,475.00	Pearl	PEA-PBA3618	45.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$2,668.00	Pearl	PEA-PBA3618	45.2
218	Drum, Concert Bass; Kapur Concert Series; 18 inch x 36 inch; 6-Ply Shell; 2 inch wide Maple Hoops; Remo Fiberskyn Heads; Acoustical Air Vent Design; #46 Midnight Black covering; Drill Drum for Stand				Pearl or Approved Equal	BPA3618	
	Sweetwater Sound, LLC	1	Each	\$1,166.00	Pearl	BPA3618	98.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,189.32	Pearl	BPA3618	81.7
	H&H Music (Universal Melody Services)	1	Each	\$2,000.00	Pearl	BPA3618	80.3
	Steve Weiss Music	1	Each	\$1,745.00	Pearl	BPA3618	76.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,235.00	Pearl	BPA3618	55.8
	Alamo Music Center	1	Each	\$2,324.97	Pearl	BPA3618	39.1
219	Drum, Concert Snare; 5.5 inch x 14 inch; 7.5 mm thick Maple shell; Classic Styled Tube Lugs; 2.3 mm SuperHoop II Rims; Remo Renaissance Heads, Case; Piano Black 103				Pearl or Approved Equal	PEA-CRP1455	
	Sweetwater Sound, LLC	2	Each	\$479.00	Pearl	CRP1455103	95.0
	H&H Music (Universal Melody Services)	2	Each	\$510.00	Pearl	PEA-CRP1455	91.7
	Steve Weiss Music	2	Each	\$443.00	Pearl	PEA-CRP1455	90.0
	Woodwind & Brasswind, Inc.	2	Each	\$490.00	Pearl	PEA-CRP1455	85.2
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$483.36	Pearl	PEA-CRP1455	79.2
	Alamo Music Center	2	Each	\$501.00	Pearl	PEA-CRP1455	54.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$502.00	Pearl	PEA-CRP1455	53.3
a	The String and Horn Shop	2	Each	\$476.00	Pearl	PEA-CRP1455	
220	Drum, Snare, Philharmonic Concert; 3mm Cast Aluminum Shell; 3 Individual Tension Adjusters; Single Global Adjuster; 14 inch x 5 inch				Pearl or Approved Equal	PHA 1450	
	Sweetwater Sound, LLC	1	Each	\$758.00	Pearl	PHA1450-N	95.4
	H&H Music (Universal Melody Services)	1	Each	\$800.00	Pearl	PHA 1450	92.4
	Steve Weiss Music	1	Each	\$708.00	Pearl	PHA 1450	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$780.00	Pearl	PHA 1450	85.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$772.74	Pearl	PHA1450/N	79.1
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$733.00	Pearl	PHA 1450	79.1
	Alamo Music Center	1	Each	\$804.97	Pearl	PHA 1450	54.2
	The String and Horn Shop	1	Each	\$749.00	Pearl	PHA 1450	53.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$802.00	Pearl	PHA 1450	53.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
221	Drum, Snare, Philharmonic Concert; 7.5mm 6 Ply Maple Shell; 3 Individual Tension Adjusters; Single Global Adjuster; 14 inch x 5 inch					Pearl or Approved Equal	PHP 1450	
		H&H Music (Universal Melody Services)	1	Set	\$750.00	Pearl	PHP 1450	92.6
		Steve Weiss Music	1	Set	\$667.00	Pearl	PHP 1450	90.0
		Woodwind & Brasswind, Inc.	1	Set	\$744.00	Pearl	PHP 1450	84.9
		Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$728.22	Pearl	PHP 1450	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Set	\$712.00	Pearl	PHP 1450	78.0
		Alamo Music Center	1	Set	\$757.97	Pearl	PHP 1450	54.2
		The String and Horn Shop	1	Set	\$707.00	Pearl	PHP 1450	53.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Set	\$756.00	Pearl	PHP 1450	53.3
b		Sweetwater Sound, LLC	1	Set	\$103.00	Pearl	PHP1450-N	

222	Drums, Conga; Wood set with stand; 10 inch and 11 inch drums; 28 inches tall; chrome plated, height adjustable, Double Conga Stand; Constructed of Kiln Dried Siam Oak; Black Powder Coated side plates; 9/32 inch diameter tuning lugs; EZ Curve Rims with skin wire channel, and a curved surface; Natural Rawhide Tucked Heads; Tuning Wrench					Latin Percussion or Approved Equal	LPA646-VSB Aspire Series	
		Sweetwater Sound, LLC	2	Set	\$450.00	Latin Percussion	LPA646-VSB Aspire Series	87.5
		Steve Weiss Music	2	Set	\$388.00	Latin Percussion	LPA646-VSB Aspire Series	84.2
		Music & Arts (Guitar Center DBA Music & Arts)	2	Set	\$332.09	Latin Percussion	LPA646-VSB Aspire Series	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Set	\$434.00	Latin Percussion	LPA646-VSB Aspire Series	48.6
		Alamo Music Center	2	Set	\$453.00	Latin Percussion	LPA646-VSB Aspire Series	48.3

223	Drums, Conga; 30 inch Tall; 11 3/4 inch Diameter Natural Wood with Gold Hardware; Constructed of Siam Oak; Natural Rawhide Heads; 5/16 inch Diameter Tuning Lugs; Reinforced Heart Side Plates; Fiberglass Layer Added to the Inside Upper Portion of the Shell; Accessory Pouch includes Tuning Wrench and LP Lug Lube					Latin Percussion or Approved Equal	LP559X-AW	
		Steve Weiss Music	1	Each	\$423.00	Latin Percussion	LP559X-AW	85.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$370.88	Latin Percussion	LP559X-AW	82.5
		Alamo Music Center	1	Each	\$413.00	Latin Percussion	LP559X-AW	54.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$491.00	Latin Percussion	LP559X-AW	48.2

224	Drum, Quinto Conga; 11 inch x 30 inch; Kiln Dried Siam Oak Construction; Gold Hardware; Natural Rawhide Heads; Comfort Curve Rims; 5/16 inch Diameter Tuning Lugs; Reinforced Heart Side Plate; Fiberglass Layer on Inside Upper Portion of the Shell; Integrated Shell Protectors; Accessory Pouch, Tuning Wrench, LP Lug Lube					Latin Percussion or Approved Equal	LP 522X-AW	
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$326.88	Latin Percussion	LP 522X-AW	80.9
		Steve Weiss Music	1	Each	\$415.00	Latin Percussion	LP 522X-AW	80.3
		Alamo Music Center	1	Each	\$314.00	Latin Percussion	LP 522X-AW	59.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$483.00	Latin Percussion	LP 522X-AW	44.0

225	Drum, Djembe; Key Tuned; Earth Finish with Acousticon Shell and Synthetic Fiberskyn Head; Heavy Duty Rubber Bottom; Rope Shoulder Strap; 25 inch x 14 inch					REMO or Approved Equal	DJ-014-05	
		Steve Weiss Music	2	Each	\$265.00	REMO	DJ-014-05	88.5
		Sweetwater Sound, LLC	2	Each	\$356.00	REMO	model DJ0014-05	86.7
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$255.05	REMO	DJ-014-05	82.5
		West Music	2	Each	\$382.15	REMO	DJ-014-05	67.2
		Alamo Music Center	2	Each	\$311.00	REMO	DJ-014-05	51.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$370.00	REMO	DJ-014-05	45.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
226	Drum Set; Birch with Hardware; High Gloss Lacquer Finish; Low Mass Lugs; Components Include: 22x17 Bass Drum, 10x7 Tom, 12x8 Tom; 16x15 Floor Tom, 14x5.5 Snare; Hardware Includes: 2 Boom Cymbal Stands; Hi-Hat Stand; Snare Drum Stand; Bass Drum Pedal					Yamaha or Approved Equal	YAM-SBP2F57HXX	
		Steve Weiss Music	2	set	\$689.00	Yamaha	YAM-SBP2F57HXX	90.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	set	\$898.00	Yamaha	YAM-SBP2F57HXX	48.7
	b	Alamo Music Center	2	set	\$377.00	Yamaha	YAM-SBP2F57HXX	

227	Drum, Bass, Junior Marching; 14 inch x 8 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJB1408/CXN33	
		Sweetwater Sound, LLC	1	Each	\$303.00	Pearl	MJB1408/CXN33	94.4
		H&H Music (Universal Melody Services)	1	Each	\$330.00	Pearl	MJB1408/CXN33	90.5
		Steve Weiss Music	1	Each	\$279.00	Pearl	MJB1408/CXN33	89.6
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$306.34	Pearl	MJB1408/CXN33	78.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$306.40	Pearl	MJB1408/CXN33	76.5
		Alamo Music Center	1	Each	\$276.00	Pearl	MJB1408/CXN33	59.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$319.00	Pearl	MJB1408/CXN33	52.6
		The String and Horn Shop	1	Each	\$319.00	Pearl	MJB1408/CXN33	50.6

228	Drum, Bass, Junior Marching; 16 inch x 8 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJB1608/CXN33	
		Sweetwater Sound, LLC	1	Each	\$316.00	Pearl	MJB1608/CXN33	95.2
		H&H Music (Universal Melody Services)	1	Each	\$350.00	Pearl	MJB1608/CXN33	90.6
		Steve Weiss Music	1	Each	\$294.00	Pearl	MJB1608/CXN33	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$321.18	Pearl	MJB1608/CXN33	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$321.25	Pearl	MJB1608/CXN33	77.1
		Alamo Music Center	1	Each	\$328.00	Pearl	MJB1608/CXN33	54.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$334.00	Pearl	MJB1608/CXN33	53.2
		The String and Horn Shop	1	Each	\$323.00	Pearl	MJB1608/CXN33	52.4

229	Drum, Bass, Junior Marching; 18 inch x 8 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJB1808/CXN33	
		Sweetwater Sound, LLC	1	Each	\$333.00	Pearl	MJB1808/CXN33	95.0
		H&H Music (Universal Melody Services)	1	Each	\$370.00	Pearl	MJB1808/CXN33	90.3
		Steve Weiss Music	1	Each	\$308.00	Pearl	MJB1808/CXN33	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$336.02	Pearl	MJB1808/CXN33	79.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$336.10	Pearl	MJB1808/CXN33	77.2
		The String and Horn Shop	1	Each	\$337.00	Pearl	MJB1808/CXN33	52.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$349.00	Pearl	MJB1808/CXN33	42.3
		Alamo Music Center	1	Each	\$351.00	Pearl	MJB1808/CXN33	54.1

230	Drum, Bass, Junior Marching; 20 inch x 8 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJB2008/CXN33	
		Sweetwater Sound, LLC	1	Each	\$342.00	Pearl	MJB2008/CXN33	95.3
		Steve Weiss Music	1	Each	\$319.00	Pearl	MJB2008/CXN33	90.0
		H&H Music (Universal Melody Services)	1	Each	\$390.00	Pearl	MJB2008/CXN33	89.7
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$348.74	Pearl	MJB2008/CXN33	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$348.85	Pearl	MJB2008/CXN33	77.1
		Alamo Music Center	1	Each	\$358.00	Pearl	MJB2008/CXN33	54.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$362.00	Pearl	MJB2008/CXN33	53.2
		The String and Horn Shop	1	Each	\$349.00	Pearl	MJB2008/CXN33	52.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
231	Drum, Snare, Junior Marching; 10 inch x 7 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJS1007/CXN33	
		Sweetwater Sound, LLC	1	Each	\$287.00	Pearl	MJS1007/CXN33	94.1
		H&H Music (Universal Melody Services)	1	Each	\$300.00	Pearl	MJS1007/CXN33	91.5
		Steve Weiss Music	1	Each	\$259.00	Pearl	MJS1007/CXN33	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$281.96	Pearl	MJS1007/CXN33	79.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$282.05	Pearl	MJS1007/CXN33	77.2
		Alamo Music Center	1	Each	\$298.00	Pearl	MJS1007/CXN33	53.8
		The String and Horn Shop	1	Each	\$276.00	Pearl	MJS1007/CXN33	53.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$293.00	Pearl	MJS1007/CXN33	53.4

232	Drum, Snare, Junior Marching; 12 inch x 8 inch; Constructed of Poplar; Set Includes Drum and Carrier in White					Pearl or Approved Equal	MJS1208/CXN33	
		Sweetwater Sound, LLC	1	Each	\$292.00	Pearl	MJS1208/CXN33	94.2
		H&H Music (Universal Melody Services)	1	Each	\$300.00	Pearl	MJS1208/CXN33	92.2
		Steve Weiss Music	1	Each	\$264.00	Pearl	MJS1208/CXN33	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$288.32	Pearl	MJS1208/CXN33	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$288.40	Pearl	MJS1208/CXN33	77.1
		Alamo Music Center	1	Each	\$304.88	Pearl	MJS1208/CXN33	53.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$299.00	Pearl	MJS1208/CXN33	53.3
		The String and Horn Shop	1	Each	\$289.00	Pearl	MJS1208/CXN33	52.5

233	Drum, Junior Marching Trio Tenors; 6 inch, 8 inch and 10 inch; Constructed of Poplar; Set Includes Drums and Carrier in White					Pearl or Approved Equal	MJT680/CXN33	
		Sweetwater Sound, LLC	1	Each	\$416.00	Pearl	MJT680/CXN33	95.3
		H&H Music (Universal Melody Services)	1	Each	\$450.00	Pearl	MJT680/CXN33	91.5
		Steve Weiss Music	1	Each	\$388.00	Pearl	MJT680/CXN33	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$424.00	Pearl	MJT680/CXN33	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$424.10	Pearl	MJT680/CXN33	77.1
		Alamo Music Center	1	Each	\$428.88	Pearl	MJT680/CXN33	55.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$440.00	Pearl	MJT680/CXN33	53.3
		The String and Horn Shop	1	Each	\$420.00	Pearl	MJT680/CXN33	53.0

234	Drum, Bass, Marching; 16 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish					Pearl or Approved Equal	PBDML1614/A103	
		Sweetwater Sound, LLC	1	Each	\$745.00	Pearl	PBDML1614/A103	95.5
		H&H Music (Universal Melody Services)	1	Each	\$800.00	Pearl	PBDML1614/A103	92.0
		Steve Weiss Music	1	Each	\$699.00	Pearl	PBDML1614/A103	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$758.96	Pearl	PBDML1614/A103	79.3
		Alamo Music Center	1	Each	\$758.00	Pearl	PBDML1614/A103	55.9
		The String and Horn Shop	1	Each	\$726.00	Pearl	PBDML1614/A103	54.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$788.00	Pearl	PBDML1614/A103	53.5

235	Drum, Bass, Marching; 18 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish					Pearl or Approved Equal	PBDML1814/A103	
		Sweetwater Sound, LLC	1	Each	\$787.00	Pearl	PBDML1814/A103	95.7
		H&H Music (Universal Melody Services)	1	Each	\$880.00	Pearl	PBDML1814/A103	90.7
		Steve Weiss Music	1	Each	\$741.00	Pearl	PBDML1814/A103	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$802.42	Pearl	PBDML1814/A103	79.4
		Alamo Music Center	1	Each	\$811.00	Pearl	PBDML1814/A103	55.5
		The String and Horn Shop	1	Each	\$777.00	Pearl	PBDML1814/A103	54.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$833.00	Pearl	PBDML1814/A103	53.6

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
236	Drum, Bass, Marching; 20 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML2014/A103	
	Sweetwater Sound, LLC	1	Each	\$838.00	Pearl	PBDML2014/A103	95.7
	H&H Music (Universal Melody Services)	1	Each	\$930.00	Pearl	PBDML2014/A103	90.9
	Steve Weiss Music	1	Each	\$789.00	Pearl	PBDML2014/A103	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$854.36	Pearl	PBDML2014/A103	79.4
	Alamo Music Center	1	Each	\$877.00	Pearl	PBDML2014/A103	55.0
	The String and Horn Shop	1	Each	\$820.00	Pearl	PBDML2014/A103	54.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$887.00	Pearl	PBDML2014/A103	53.6
237	Drum, Bass, Marching; 22 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML2214/A103	
	Sweetwater Sound, LLC	1	Each	\$856.00	Pearl	PBDML2214/A103	95.7
	H&H Music (Universal Melody Services)	1	Each	\$958.00	Pearl	PBDML2214/A103	90.7
	Steve Weiss Music	1	Each	\$806.00	Pearl	PBDML2214/A103	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$872.38	Pearl	PBDML2214/A103	79.5
	Alamo Music Center	1	Each	\$885.85	Pearl	PBDML2214/A103	55.4
	The String and Horn Shop	1	Each	\$840.00	Pearl	PBDML2214/A103	54.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$905.00	Pearl	PBDML2214/A103	53.6
238	Drum, Bass, Marching; 24 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML2414/A103	
	Sweetwater Sound, LLC	1	Each	\$926.00	Pearl	PBDML2414/A103	95.7
	H&H Music (Universal Melody Services)	1	Each	\$1,030.00	Pearl	PBDML2414/A103	90.9
	Steve Weiss Music	1	Each	\$873.00	Pearl	PBDML2414/A103	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$944.46	Pearl	PBDML2414/A103	79.5
	Alamo Music Center	1	Each	\$955.00	Pearl	PBDML2414/A103	55.6
	The String and Horn Shop	1	Each	\$911.00	Pearl	PBDML2414/A103	54.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$980.00	Pearl	PBDML2414/A103	53.6
239	Drum, Bass, Marching; 26 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML2614/A103	
	Sweetwater Sound, LLC	1	Each	\$981.00	Pearl	PBDML2614/A103	95.7
	H&H Music (Universal Melody Services)	1	Each	\$1,090.00	Pearl	PBDML2614/A103	90.9
	Steve Weiss Music	1	Each	\$925.00	Pearl	PBDML2614/A103	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,000.64	Pearl	PBDML2614/A103	79.5
	Alamo Music Center	1	Each	\$1,036.00	Pearl	PBDML2614/A103	54.7
	The String and Horn Shop	1	Each	\$960.00	Pearl	PBDML2614/A103	54.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,039.00	Pearl	PBDML2614/A103	53.6
240	Drum, Bass, Marching; 28 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Fiber Case/Carrier; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML2814/A103	
	Sweetwater Sound, LLC	1	Each	\$1,033.00	Pearl	PBDML2814/A103	95.7
	Steve Weiss Music	1	Each	\$974.00	Pearl	PBDML2814/A103	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,053.64	Pearl	PBDML2814/A103	79.5
	Alamo Music Center	1	Each	\$1,088.00	Pearl	PBDML2814/A103	54.8
	The String and Horn Shop	1	Each	\$1,010.00	Pearl	PBDML2814/A103	54.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,094.00	Pearl	PBDML2814/A103	53.6
241	Drum, Bass, Marching; 30 inch; 6 Ply 100% Maple Shell; 2 inch wide Maple Hoops for Tuning; Smooth White Heads; Die-Cast Aluminum Alloy Casings; Reinforced Claws; Black Hoops; 6 Acoustically Located Air Vents; 6mm Case Hardened Tension Bolts; Fiber Case/Carrier; Piano Black Lacquer Finish				Pearl or Approved Equal	PBDML3016/A103	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Sweetwater Sound, LLC	1	Each	\$1,258.00	Pearl	PBDML3016/A103	95.7
		Steve Weiss Music	1	Each	\$1,185.00	Pearl	PBDML3016/A103	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,282.60	Pearl	PBDML3016/A103	79.5
		Alamo Music Center	1	Each	\$1,250.33	Pearl	PBDML3016/A103	56.9
		The String and Horn Shop	1	Each	\$1,230.00	Pearl	PBDML3016/A103	54.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,331.00	Pearl	PBDML3016/A103	53.6

242	Drum, Marching Quint; 6 Ply African Manogany Shell; inner and Outer ply of Carbon Fiber; Extra Deep Shells; Sonic Cut; Rounded Bearing Edges; Aluminum Alloy Tension Casings; 8 Tension Casings on the 12 inch and 13 inch Drums; Case Hardened Tension Bolts; Piano Black Lacquer; Dimensions: 6/10/12/13/14				Pearl or Approved Equal	PMTC-60234	
	Sweetwater Sound, LLC	1	Each	\$2,269.00	Pearl	PMTC-60234	95.7
	Steve Weiss Music	1	Each	\$2,138.00	Pearl	PMTCC60234	90.0
	H&H Music (Universal Melody Services)	1	Each	\$2,800.00	Pearl	PMTCC60234	87.5
	Alamo Music Center	1	Each	\$2,254.73	Pearl	PMTC-60234	56.9
	The String and Horn Shop	1	Each	\$2,235.00	Pearl	PMTCC-60234	54.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$2,400.00	Pearl	PMTC-60234	53.6

243	Drum, Marching Snare; 14 inch x 12 inch; Maple Shell; Aluminum Alloy edge ring and rims; 6 Acoustically located air vents; Free floating lugs, mounting bracket and strainer; Midnight Black wrap; Case				Pearl or Approved Equal	Championship FFXM-1412/A46	
	Sweetwater Sound, LLC	1	Each	\$723.00	Pearl	Championship FFXM-1412/A46	95.7
	Steve Weiss Music	1	Each	\$681.00	Pearl	Championship FFXM-1412/A46	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$736.70	Pearl	Championship FFXM-1412/A46	79.5
	H&H Music (Universal Melody Services)	1	Each	\$1,250.00	Pearl	Championship FFXM-1412/A46	78.8
	Alamo Music Center	1	Each	\$743.00	Pearl	Championship FFXM-1412/A46	55.7
	The String and Horn Shop	1	Each	\$709.00	Pearl	Championship FFXM-1412/A46	54.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$765.00	Pearl	Championship FFXM-1412/A46	53.6

244	Slit Drums; 30 cm; 6 Pitches; 2 10 inch Wooden Mallets				Timber Drum Co or Approved Equal	T18-M	
	Steve Weiss Music	1	Each	\$85.00	Timber Drum Co	T18-M	90.0
	West Music	1	Each	\$96.45	Timber Drum Co	T18-M	75.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$115.00	Timber Drum Co	T18-M	47.6

245	Drum, Snare Piccolo; 13 inch x 3 inch; Black Steel Shell				Pearl or Approved Equal	S1330B	
	Sweetwater Sound, LLC	1	Each	\$163.00	Pearl	S1330B	95.5
	Steve Weiss Music	1	Each	\$153.00	Pearl	S1330B	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$178.00	Pearl	S1330B	83.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$165.36	Pearl	S1330B	79.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$172.00	Pearl	S1330B	53.6

246	Drum, Tumbadora; 12 1/2 inch x 30 inch; Kiln Dried Siam Oak Construction; Gold Hardware; Natural Rawhide Heads; Comfort Curve Rims; 5/16 inch Diameter Tuning Lugs; Reinforced Heart Side Plate; Fiberglass Layer on Inside Upper Portion of the Shell; Integrated Shell Protectors; Accessory Pouch, Tuning Wrench, LP Lug Lube				Latin Percussion or Approved Equal	LP 552X-AW	
	Steve Weiss Music	1	Each	\$436.00	Latin Percussion	LP 552X-AW	90.0
	Alamo Music Center	1	Each	\$456.76	Latin Percussion	LP 552X-AW	57.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$483.00	Latin Percussion	LP 552X-AW	54.1

247	Case, Drum Hardware; Hard Shell; 32 inches long x 13.75 inches wide x 11 inches deep; Pull-Out Handle; Built-In Wheels; Strap Closure; Black				SKB or Approved Equal	SKB-DH3315W	
	Sweetwater Sound, LLC	1	Each	\$216.00	SKB	SKB-DH3315W	82.6
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$132.70	SKB	SKB-DH3315W	82.5

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Steve Weiss Music	1	Each	\$176.00	SKB	SKB-DH3315W	80.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$211.00	SKB	SKB-DH3315W	43.2
		Alamo Music Center	1	Each	\$269.12	SKB	SKB-DH3315W	38.7

248	Case, Drum, Snare; Scratch, Water, Impact Resistant Hard Case, Foam padding; Nylon Buckle Straps; 6 1/2 inches deep x 14 inches in diameter				Humes & Berg or Approved Equal	EP478BKSP	
	Steve Weiss Music	3	Each	\$92.00	Humes & Berg	EP478BKSP	86.7
	Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$84.38	Humes & Berg	EP478BKSP	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$119.00	Humes & Berg	EP478BKSP	46.4

249	Case; Fits 13 inch and 14 inch Snare Drums; Molded Plastic; Case Does Not Have Padding; Midnight Black Finish				Pearl or Approved Equal	PD1412	
	Sweetwater Sound, LLC	1	Each	\$115.00	Pearl	PD1412	95.2
	Steve Weiss Music	1	Each	\$107.00	Pearl	PD1412	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$115.54	Pearl	PD1412	79.5
	H&H Music (Universal Melody Services)	1	Each	\$200.00	Pearl	PD1412	78.4
	The String and Horn Shop	1	Each	\$119.00	Pearl	PD1412	52.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$131.00	Pearl	PD1412	50.7
	Alamo Music Center	1	Each	\$139.00	Pearl	PD1412	49.8

250	Cases, 5 Piece Drum Set; Hardcase; Plastic Side Handles; Soft Grip Pulling Handles; Single Piece Shell; Foam Padding; Stacking Design; Ultra Strong Webbing and Clips; ID Badge; Sizes: 1 x 22 inch Bass, 1 x 10 inch Tom, 1 x 12 inch Tom, 1 x 14 Inch Floor Tom, 1 x 14 inch Snare				HARDCASE or Approved Equal	HFUSION2	
	Steve Weiss Music - Alternate	2	Each	\$535.00	Humes & Berg	EP421BKSP-5x14, EP489BKSP-8x10, EP510BKSP-12x12, EP503BKSP-14x14, EP498BKSP-18x22	90.0

251	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 16 inch x 14 inch				Pearl or Approved Equal	PD1614	
	Sweetwater Sound, LLC	1	Each	\$132.00	Pearl	PD1614	93.8
	Steve Weiss Music	1	Each	\$118.00	Pearl	PD1614	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$127.20	Pearl	PD1614	79.6
	H&H Music (Universal Melody Services)	1	Each	\$240.00	Pearl	PD1614	76.7
	The String and Horn Shop	1	Each	\$130.00	Pearl	PD1614	52.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$144.00	Pearl	PD1614	50.8
	Alamo Music Center	1	Each	\$150.00	Pearl	PD1614	50.5

252	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 18 inch x 14 inch				Pearl or Approved Equal	PD1814	
	Sweetwater Sound, LLC	1	Each	\$134.00	Pearl	PD1814	93.5
	Steve Weiss Music	1	Each	\$119.00	Pearl	PD1814	90.0
	H&H Music (Universal Melody Services)	1	Each	\$244.00	Pearl	PD1814	76.5
	The String and Horn Shop	1	Each	\$132.00	Pearl	PD1814	52.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$147.00	Pearl	PD1814	50.4
	Alamo Music Center	1	Each	\$152.00	Pearl	PD1814	50.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$129.32	Pearl	PD1814	43.8

253	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 20 inch x 14 inch				Pearl or Approved Equal	PD2014	
	Sweetwater Sound, LLC	1	Each	\$148.00	Pearl	PD2014	94.2
	Steve Weiss Music	1	Each	\$134.00	Pearl	PD2014	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$144.16	Pearl	PD2014	79.7
	H&H Music (Universal Melody Services)	1	Each	\$272.00	Pearl	PD2014	76.7
	The String and Horn Shop	1	Each	\$146.00	Pearl	PD2014	52.7
	Alamo Music Center	1	Each	\$166.00	Pearl	PD2014	51.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$164.00	Pearl	PD2014	50.7

254	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 22 inch x 14 inch					Pearl or Approved Equal	PD2214	
	Sweetwater Sound, LLC	1	Each	\$158.00	Pearl	PD2214	94.5	
	Steve Weiss Music	1	Each	\$144.00	Pearl	PD2214	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$154.76	Pearl	PD2214	79.7	
	H&H Music (Universal Melody Services)	1	Each	\$292.00	Pearl	PD2214	76.7	
	The String and Horn Shop	1	Each	\$159.00	Pearl	PD2214	52.2	
	Alamo Music Center	1	Each	\$176.00	Pearl	PD2214	51.7	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$176.00	Pearl	PD2214	50.7	

255	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 24 inch x 14 inch					Pearl or Approved Equal	PD2414	
	Sweetwater Sound, LLC	1	Each	\$168.00	Pearl	PD2414	94.4	
	Steve Weiss Music	1	Each	\$153.00	Pearl	PD2414	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$165.36	Pearl	PD2414	79.5	
	H&H Music (Universal Melody Services)	1	Each	\$312.00	Pearl	PD2414	76.6	
	The String and Horn Shop	1	Each	\$166.00	Pearl	PD2414	52.9	
	Alamo Music Center	1	Each	\$186.00	Pearl	PD2414	51.9	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$187.00	Pearl	PD2414	50.7	

256	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 26 inch x 14 inch					Pearl or Approved Equal	PD2614	
	Sweetwater Sound, LLC	1	Each	\$179.00	Pearl	PD2614	93.5	
	Steve Weiss Music	1	Each	\$159.00	Pearl	PD2614	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$173.84	Pearl	PD2614	79.1	
	H&H Music (Universal Melody Services)	1	Each	\$328.00	Pearl	PD2614	76.4	
	Alamo Music Center	1	Each	\$194.00	Pearl	PD2614	51.8	
	The String and Horn Shop	1	Each	\$179.00	Pearl	PD2614	51.5	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$197.00	Pearl	PD2614	50.3	

257	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 28 inch x 14 inch					Pearl or Approved Equal	PD2814	
	Sweetwater Sound, LLC	1	Each	\$184.00	Pearl	PD2814	94.3	
	Steve Weiss Music	1	Each	\$167.00	Pearl	PD2814	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$179.14	Pearl	PD2814	79.8	
	H&H Music (Universal Melody Services)	1	Each	\$338.00	Pearl	PD2814	76.8	
	The String and Horn Shop	1	Each	\$181.00	Pearl	PD2814	52.9	
	Alamo Music Center	1	Each	\$199.00	Pearl	PD2814	52.6	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$203.00	Pearl	PD2814	50.9	

258	Case, Marching Bass Drum, no foam, straps with quick release buckles, carrying handles mounted on the top and either side, 30 inch x 16 inch					Pearl or Approved Equal	PD3016	
	Sweetwater Sound, LLC	1	Each	\$186.00	Pearl	PD3016	94.3	
	Steve Weiss Music	1	Each	\$169.00	Pearl	PD3016	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$183.38	Pearl	PD3016	79.4	
	H&H Music (Universal Melody Services)	1	Each	\$346.00	Pearl	PD3016	76.5	
	Alamo Music Center	1	Each	\$203.00	Pearl	PD3016	52.3	
	The String and Horn Shop	1	Each	\$189.00	Pearl	PD3016	51.8	
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$208.00	Pearl	PD3016	50.5	

259	Case; 26 inch x 14 inch Marching Bass Drum; Molded Plastic; Quick Release Strap; Case Does Not Have Padding; Midnight Black Finish					Pearl or Approved Equal	PD2614	
	Sweetwater Sound, LLC	1	Each	\$172.00	Pearl	PD2614	95.0	
	Steve Weiss Music	1	Each	\$159.00	Pearl	PD2614	90.0	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$173.84	Pearl	PD2614	79.1	
	H&H Music (Universal Melody Services)	1	Each	\$328.00	Pearl	PD2614	76.4	
	Alamo Music Center	1	Each	\$194.00	Pearl	PD2614	51.8	
	The String and Horn Shop	1	Each	\$179.00	Pearl	PD2614	51.5	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$197.00	Pearl	PD2614	50.3

260	Case; 30 inch x 16 inch Marching Bass Drum; Molded Plastic; Quick Release Strap; Case Does Not Have Padding; Midnight Black Finish				Pearl or Approved Equal	PD3016	
	Sweetwater Sound, LLC	1	Each	\$182.00	Pearl	PD3016	95.1
	Steve Weiss Music	1	Each	\$169.00	Pearl	PD3016	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$183.38	Pearl	PD3016	79.4
	H&H Music (Universal Melody Services)	1	Each	\$346.00	Pearl	PD3016	76.5
	Alamo Music Center	1	Each	\$195.97	Pearl	PD3016	53.5
	The String and Horn Shop	1	Each	\$189.00	Pearl	PD3016	51.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$208.00	Pearl	PD3016	50.5

261	Case, Marching Tenor, seamless, metal handle, adjustable strap with plastic buckle				Pearl or Approved Equal	PD8004	
	Sweetwater Sound, LLC	1	Each	\$229.00	Pearl	PD8004	94.7
	Steve Weiss Music	1	Each	\$210.00	Pearl	PD8004	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$227.90	Pearl	PD8004	79.4
	H&H Music (Universal Melody Services)	1	Each	\$430.00	Pearl	PD8004	76.5
	Alamo Music Center	1	Each	\$245.00	Pearl	PD8004	53.3
	The String and Horn Shop	1	Each	\$230.00	Pearl	PD8004	52.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$258.00	Pearl	PD8004	50.6

262	Cover, Bass Drum Marching; Fits 16 inch Drum; Nylon Exterior; Padded Nylon Interior; Black				Pearl or Approved Equal	MDCG16	
	Sweetwater Sound, LLC	1	Each	\$69.00	Pearl	MDCG16	91.6
	Steve Weiss Music	1	Each	\$58.00	Pearl	MDCG16	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$61.48	Pearl	MDCG16	80.2
	H&H Music (Universal Melody Services)	1	Each	\$116.00	Pearl	MDCG16	77.0
	The String and Horn Shop	1	Each	\$65.00	Pearl	MDCG16	51.7
	Alamo Music Center	1	Each	\$70.97	Pearl	MDCG16	51.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$70.00	Pearl	MDCG16	51.1

263	Cover, Bass Drum Marching; Fits 18 inch Drum; Nylon Exterior; Padded Nylon Interior; Black				Pearl or Approved Equal	MDCG18	
	Sweetwater Sound, LLC	1	Each	\$69.00	Pearl	MDCG18	91.6
	Steve Weiss Music	1	Each	\$58.00	Pearl	MDCG18	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$61.48	Pearl	MDCG18	80.2
	H&H Music (Universal Melody Services)	1	Each	\$116.00	Pearl	MDCG18	77.0
	The String and Horn Shop	1	Each	\$65.00	Pearl	MDCG18	51.7
	Alamo Music Center	1	Each	\$70.97	Pearl	MDCG18	51.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$70.00	Pearl	MDCG18	51.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
264	Cover, Bass Drum Marching; Fits 20 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG20	
		Sweetwater Sound, LLC	1	Each	\$74.00	Pearl	MDCG20	95.8
		Steve Weiss Music	1	Each	\$64.00	Pearl	MDCG20	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$67.84	Pearl	MDCG20	80.2
		H&H Music (Universal Melody Services)	1	Each	\$128.00	Pearl	MDCG20	78.9
		The String and Horn Shop	1	Each	\$69.00	Pearl	MDCG20	55.3
		Alamo Music Center	1	Each	\$78.97	Pearl	MDCG20	56.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$77.00	Pearl	MDCG20	53.2
265	Cover, Bass Drum Marching; Fits 22 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG22	
		Sweetwater Sound, LLC	1	Each	\$74.00	Pearl	MDCG22	92.6
		Steve Weiss Music	1	Each	\$64.00	Pearl	MDCG22	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$67.84	Pearl	MDCG22	80.2
		H&H Music (Universal Melody Services)	1	Each	\$128.00	Pearl	MDCG22	77.0
		The String and Horn Shop	1	Each	\$69.00	Pearl	MDCG22	53.1
		Alamo Music Center	1	Each	\$78.97	Pearl	MDCG22	51.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$77.00	Pearl	MDCG22	51.2
266	Cover, Bass Drum Marching; Fits 24 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG24	
		Sweetwater Sound, LLC	1	Each	\$77.00	Pearl	MDCG24	94.4
		Steve Weiss Music	1	Each	\$70.00	Pearl	MDCG24	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$74.20	Pearl	MDCG24	80.2
		H&H Music (Universal Melody Services)	1	Each	\$140.00	Pearl	MDCG24	77.0
		The String and Horn Shop	1	Each	\$75.00	Pearl	MDCG24	53.3
		Alamo Music Center	1	Each	\$84.97	Pearl	MDCG24	52.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$84.00	Pearl	MDCG24	51.3
267	Cover, Bass Drum Marching; Fits 26 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG26	
		Sweetwater Sound, LLC	1	Each	\$81.00	Pearl	MDCG26	94.5
		Steve Weiss Music	1	Each	\$74.00	Pearl	MDCG26	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$78.44	Pearl	MDCG26	80.2
		H&H Music (Universal Melody Services)	1	Each	\$148.00	Pearl	MDCG26	77.0
		The String and Horn Shop	1	Each	\$79.00	Pearl	MDCG26	53.5
		Alamo Music Center	1	Each	\$88.97	Pearl	MDCG26	52.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$89.00	Pearl	MDCG26	51.3
268	Cover, Bass Drum Marching; Fits 28 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG28	
		Sweetwater Sound, LLC	1	Each	\$81.00	Pearl	MDCG28	94.5
		Steve Weiss Music	1	Each	\$74.00	Pearl	MDCG28	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$78.44	Pearl	MDCG28	80.2
		H&H Music (Universal Melody Services)	1	Each	\$148.00	Pearl	MDCG28	77.0
		The String and Horn Shop	1	Each	\$79.00	Pearl	MDCG28	53.5
		Alamo Music Center	1	Each	\$88.97	Pearl	MDCG28	52.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$89.00	Pearl	MDCG28	51.3
269	Cover, Bass Drum Marching; Fits 30 inch Drum; Nylon Exterior; Padded Nylon Interior; Black					Pearl or Approved Equal	MDCG30	
		Sweetwater Sound, LLC	1	Each	\$87.00	Pearl	MDCG30	94.3
		Steve Weiss Music	1	Each	\$79.00	Pearl	MDCG30	90.0
		H&H Music (Universal Melody Services)	1	Each	\$158.00	Pearl	MDCG30	77.0
		The String and Horn Shop	1	Each	\$85.00	Pearl	MDCG30	53.2
		Alamo Music Center	1	Each	\$93.97	Pearl	MDCG30	52.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$95.00	Pearl	MDCG30	51.3

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
270	Cover, Snare Drums; Fits 14 inch Drum; Nylon Exterior; Padded Nylon Interior; Grey				Pearl or Approved Equal	MDCG14	
	Sweetwater Sound, LLC	1	Each	\$62.00	Pearl	MDCG14	94.1
	Steve Weiss Music	1	Each	\$56.00	Pearl	MDCG14	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$59.36	Pearl	MDCG14	80.2
	H&H Music (Universal Melody Services)	1	Each	\$112.00	Pearl	MDCG14	77.0
	The String and Horn Shop	1	Each	\$62.00	Pearl	MDCG14	52.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$67.00	Pearl	MDCG14	51.4
	Alamo Music Center	1	Each	\$70.97	Pearl	MDCG14	50.6
271	Projector, Drum, Marching Snare; 14 inch; Attaches with Hook and Loop Fasteners; Color; Black				Pearl or Approved Equal		
	Sweetwater Sound, LLC	1	Each	\$38.00	Pearl	PEA-SP14B	92.7
	Steve Weiss Music	1	Each	\$33.00	Pearl	PEA-SP14B	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$34.98	Pearl	PEA-SP14B	80.2
	H&H Music (Universal Melody Services)	1	Each	\$64.00	Pearl	PEA-SP14B	77.6
	The String and Horn Shop	1	Each	\$37.00	Pearl	PEA-SP14B	51.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$40.00	Pearl	PEA-SP14B	51.0
	Alamo Music Center	1	Each	\$43.97	Pearl	PEA-SP14B	49.0
272	Stand, Concert Bass Drum; Direct Mount Suspension; Lightweight Tube Frame with Direct Bolting Attachment to the Drum; Locking Swivel Adjustment for Drum Angle; Four Large Lockable Wheels; Fits 36 inch Drum				Pearl or Approved Equal	PEA-CBS80M	
	Sweetwater Sound, LLC	1	Each	\$581.00	Pearl	PEA-CBS80M	95.8
	Steve Weiss Music	1	Each	\$549.00	Pearl	PEA-CBS80M	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$648.00	Pearl	PEA-CBS80M	82.9
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$592.54	Pearl	PEA-CBS80M	79.6
	H&H Music (Universal Melody Services)	1	Each	\$1,100.00	Pearl	PEA-CBS80M	77.0
	Alamo Music Center	1	Each	\$618.00	Pearl	PEA-CBS80M	54.5
	The String and Horn Shop	1	Each	\$579.00	Pearl	PEA-CBS80M	53.9
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$615.00	Pearl	PEA-CBS80M	53.7
273	Stand, Drum, Snare Concert; Adjusts from Approximately 23 inch to 34 inch; Lightweight				Pearl or Approved Equal	PEA-S700L	
	Steve Weiss Music	3	Each	\$99.00	Pearl	S710	90.0
	H&H Music (Universal Melody Services)	3	Each	\$123.00	Pearl	PEA-S700L	89.2
	Sweetwater Sound, LLC	3	Each	\$163.00	Pearl	S1030LS	82.3
	Alamo Music Center - Alternate	3	Each	\$198.97	Pearl B & O	S1030L	38.9
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$199.00	Pearl	PEA-S700L	37.9
274	Stand; Suspended Concert Bass, 36 inch, free-floating mounting system, foot rest bark, limitless angle tilt, detachable suspension ring				Pearl or Approved Equal	PEA-STBD36	
	Sweetwater Sound, LLC	1	Each	\$704.00	Pearl	PEA-STBD36	81.6
	Steve Weiss Music	1	Each	\$664.00	Pearl	PEA-STBD36	75.0
	H&H Music (Universal Melody Services)	1	Each	\$1,200.00	Pearl	PEA-STBD36	70.8
	Woodwind & Brasswind, Inc.	1	Each	\$790.00	Pearl	PEA-STBD36	70.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$717.62	Pearl	PEA-STBD36	65.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$415.00	Pearl	PEA-STBD36	58.0
	Alamo Music Center	1	Each	\$712.00	Pearl	PEA-STBD36	42.3
	The String and Horn Shop	1	Each	\$697.00	Pearl	PEA-STBD36	39.8
275	Stand; Suspended Concert Bass, 36 inch, free-floating mounting system, foot rest bark, limitless angle tilt, detachable suspension ring				Pearl or Approved Equal	PEA-STBD36	
	Sweetwater Sound, LLC	1	Each	\$704.00	Pearl	PEA-STBD36	81.6
	Steve Weiss Music	1	Each	\$664.00	Pearl	PEA-STBD36	75.0
	H&H Music (Universal Melody Services)	1	Each	\$1,200.00	Pearl	PEA-STBD36	70.8
	Woodwind & Brasswind, Inc.	1	Each	\$790.00	Pearl	PEA-STBD36	70.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$717.62	Pearl	PEA-STBD36	65.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$415.00	Pearl	PEA-STBD36	58.0
	Alamo Music Center	1	Each	\$727.00	Pearl	PEA-STBD36	41.8
	The String and Horn Shop	1	Each	\$697.00	Pearl	PEA-STBD36	39.8

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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276	Stand, Conga Drum; Allows the Mounting of Three Congas; Fully Adjustable; Heavy Duty Chrome Plated Steel; Support Brackets and Caster Wheels with Brakes; Quick Mount Brackets				Latin Percussion or Approved Equal	LP291	
	Steve Weiss Music	1	Each	\$242.00	Latin Percussion	LP291	88.4
	H&H Music (Universal Melody Services)	1	Each	\$314.00	Latin Percussion	LP291	86.6
	Woodwind & Brasswind, Inc.	1	Each	\$248.00	Latin Percussion	LP291	86.5
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$232.59	Latin Percussion	LP291	82.5
	Alamo Music Center	1	Each	\$238.00	Latin Percussion	LP291	58.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$303.00	Latin Percussion	LP291	48.7

277	Stand, Marching Bass Drum; Traveling Front Leg is Independently Adjustable; 13 inches of Adjustment; Four Insulated Posts for Stability;				Pearl or Approved Equal	MBS-3000	
	Sweetwater Sound, LLC	1	Each	\$223.00	Pearl	MBS-3000	95.3
	H&H Music (Universal Melody Services)	1	Each	\$225.00	Pearl	MBS-3000	94.0
	Steve Weiss Music	1	Each	\$208.00	Pearl	MBS-3000	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$236.00	Pearl	MBS-3000	84.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$224.72	Pearl	MBS-3000	79.5
	Alamo Music Center	1	Each	\$247.97	Pearl	MBS-3000	52.6
	The String and Horn Shop	1	Each	\$229.00	Pearl	MBS-3000	52.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$254.00	Pearl	MBS-3000	50.8

278	Stand, Drum, Marching Quint; Traveling front leg allows up to 13 inches of adjustment; Double-braced front leg adjusts up and down the center post; High-traction rubber foot				Pearl or Approved Equal	MTS-3000	
	H&H Music (Universal Melody Services)	1	Each	\$200.00	Pearl	MTS-3000	97.0
	Sweetwater Sound, LLC	1	Each	\$224.00	Pearl	MTS-3000	93.7
	Steve Weiss Music	1	Each	\$208.00	Pearl	MTS-3000	88.5
	Woodwind & Brasswind, Inc.	1	Each	\$239.00	Pearl	MTS-3000	82.5
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$225.78	Pearl	MTS-3000	77.9
	Alamo Music Center	1	Each	\$248.97	Pearl	MTS-3000	51.1
	The String and Horn Shop	1	Each	\$230.00	Pearl	MTS-3000	50.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$255.00	Pearl	MTS-3000	49.4

279	Stand, Marching Snare Drum; Traveling Front Leg is Independently Adjustable; 13 inches of Adjustment; Tilt and Angle Adjustments; Aluminum Construction; Mount Type: J-Bars				Pearl or Approved Equal	MSS-3000	
	Sweetwater Sound, LLC	1	Each	\$201.00	Pearl	MSS-3000	95.4
	H&H Music (Universal Melody Services)	1	Each	\$200.00	Pearl	MSS-3000	94.6
	Steve Weiss Music	1	Each	\$188.00	Pearl	MSS-3000	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$219.00	Pearl	MSS-3000	83.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$202.46	Pearl	MSS-3000	79.6
	The String and Horn Shop	1	Each	\$205.00	Pearl	MSS-3000	52.7
	Alamo Music Center	1	Each	\$227.97	Pearl	MSS-3000	52.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$229.00	Pearl	MSS-3000	50.8

280	Stand, Snare Piccolo Drum; Designed for Double Pedal Set-Ups; Offset Basket; 1 inch Upper Tube; 1 1/4 inch Base Tube				DW or Approved Equal	DWCP9303	
	Sweetwater Sound, LLC	1	Each	\$229.00	DW	DWCP9303	88.2
	Steve Weiss Music	1	Each	\$192.00	DW	DWCP9303	86.1
	H&H Music (Universal Melody Services)	1	Each	\$240.00	DW	DWCP9303	85.9
	Woodwind & Brasswind, Inc.	1	Each	\$194.00	DW	DWCP9303	84.7
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$173.18	DW	DWCP9303	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$214.00	DW	DWCP9303	50.4
	Alamo Music Center	1	Each	\$263.97	DW	DWCP9303	45.2

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
281	Stand, Snare Drum; Uni-Lock Tiliter; Adjustable Basket holds Drums from 10 inch to 14 inch; Air Suspension Rubber Tip Arms; Adjust from 18.1 inch to 25.5 inch High; Double Braced Lugs; Rubber Feet					Pearl or Approved Equal	S-930	
		Sweetwater Sound, LLC	1	Each	\$73.00	Pearl	S-930	94.7
		Steve Weiss Music	1	Each	\$67.00	Pearl	S-930	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$81.00	Pearl	S-930	82.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$71.02	Pearl	S-930	80.2
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$71.05	Pearl	S-930	78.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$80.00	Pearl	S-930	51.5
		The String and Horn Shop	1	Each	\$87.00	Pearl	S-930	46.8
282	Stand, Double Tom; UniLock Tiliter; Die-Case pipe Joint; No Rattle Tubes; Double Braced Struts; Tripod Design; Extra Large No-Slip Feet; Includes 2 Tom Holders and 1 Adapter					Pearl or Approved Equal	T930	
		Sweetwater Sound, LLC	1	Each	\$162.00	Pearl	T930	95.5
		Steve Weiss Music	1	Each	\$152.00	Pearl	T930	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$178.00	Pearl	T930	83.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$163.24	Pearl	T930	79.7
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$160.45	Pearl	T930	78.4
		The String and Horn Shop	1	Each	\$164.00	Pearl	T930	53.1
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$185.00	Pearl	T930	50.9
		Alamo Music Center	1	Each	\$191.78	Pearl	T930	50.7
283	Carrier, Snare drum, aluminum with removable padding; 1 piece construction; Adjustable with standard drum key; ships with standard size shoulder assemblies, plus size assemblies are available separately;					Pearl or Approved Equal	CX S2	
		Sweetwater Sound, LLC	1	Each	\$316.00	Pearl	CX S2	95.3
		Steve Weiss Music	1	Each	\$295.00	Pearl	CX S2	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$331.00	Pearl	CX S2	84.6
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$322.24	Pearl	CX S2	79.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$316.65	Pearl	CX S2	77.8
		Alamo Music Center	1	Each	\$331.00	Pearl	CX S2	54.6
		The String and Horn Shop	1	Each	\$314.00	Pearl	CX S2	53.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$335.00	Pearl	CX S2	53.2
284	Carrier, Bass drum, aluminum with removable padding; 1 piece construction; Adjustable with standard drum key; ships with standard size shoulder assemblies, plus size assemblies are available separately;					Pearl or Approved Equal	CX B2	
		Sweetwater Sound, LLC	1	Each	\$333.00	Pearl	CX B2	95.2
		Steve Weiss Music	1	Each	\$310.00	Pearl	CX B2	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$341.00	Pearl	CX B2	85.4
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$336.02	Pearl	CX B2	79.4
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$330.20	Pearl	CX B2	78.1
		Alamo Music Center	1	Each	\$345.00	Pearl	CX B2	54.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$348.00	Pearl	CX B2	53.6
		The String and Horn Shop	1	Each	\$331.00	Pearl	CX B2	53.5
285	Carrier, Tenor drum, aluminum with removable padding; 1 piece construction; Adjustable with standard drum key; ships with standard size shoulder assemblies, plus size assemblies are available separately					Pearl or Approved Equal	CX T2	
		Sweetwater Sound, LLC	1	Each	\$369.00	Pearl	CX T2	95.3
		Steve Weiss Music	1	Each	\$344.00	Pearl	CX T2	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$381.00	Pearl	CX T2	85.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$373.12	Pearl	CX T2	79.4
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$366.65	Pearl	CX T2	78.0
		Alamo Music Center	1	Each	\$383.00	Pearl	CX T2	54.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$387.00	Pearl	CX T2	53.6
		The String and Horn Shop	1	Each	\$369.00	Pearl	CX T2	53.3

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
286	Glockenspiel, Soprano; Diatonic Model; Extra Wide Chrome Steel Bars 1 inch x 1/8 inch; Tuned to A440; Heavy Duty Solid Neoprene Rubber Bar Supports; Includes F# and Bb Bars; 2 Double Headed Mallets (one rubber/one wood)				Peripole or Approved Equal	P1201	
	NO BID						
287	Glockenspiel, Alto; Diatonic Model; Extra Wide Chrome Steel Bars 1 inch x 1/8 inch; Tuned to A440; Heavy Duty Solid Neoprene Rubber Bar Supports; Includes F# and Bb Bars; 2 Double Headed Mallets (one rubber/one wood)				Peripole or Approved Equal	P1211	
	NO BID						
288	Glockenspiel, Tenor- Alto; Diatonic Model, Extra Wide Chrome Steel Bars 1 inch x 1/8 inch; Tuned to A440; Heavy Duty Solid Neoprene Rubber Bar Supports; Includes F# and Bb Bars; 2 Double Headed Mallets (one rubber/one wood)				Peripole or Approved Equal	P1231	
	NO BID						
289	Table, for Soprano/Alto Diatonic Instruments; wood construction, raised ledges, double braced legs with epoxy and chrome finish and steel cross bar, wheels with locking brakes, height adjustable				Peripole or Approved Equal	P1701	
	NO BID						
290	Gong, Orchestral, 26 inch; Traditional Finish; One Piece Cast Construction; Predrilled and Corded				Zildjian or Approved Equal	P0499	
	Sweetwater Sound, LLC	1	Each	\$595.00	Zildjian	P0499	88.8
	Steve Weiss Music	1	Each	\$545.00	Zildjian	P0499	83.6
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$458.16	Zildjian	P0499	82.5
	Alamo Music Center	1	Each	\$543.97	Zildjian	P0499	52.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$675.00	Zildjian	P0499	45.2
291	Gong, Symphonic; 34 inch; Slightly Raised Surface; Stand				Paiste or Approved Equal	PST-15034	
	Steve Weiss Music	1	Each	\$1,390.00	Paiste	PST-15034	90.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,685.00	Paiste	PST-15034	51.0
292	Stand, Gong; Chrome; Holds Gongs up to 40 inches; Locking Wheels				Wuhan or Approved Equal	WU322B	
	Sweetwater Sound, LLC	2	Each	\$147.00	Wuhan	WU322B	93.4
	Steve Weiss Music	2	Each	\$129.95	Wuhan	WU322B	90.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$149.00	Wuhan	WU322B	52.9
293	Guiro; Wood with Scraper; finger and thumb holes in the middle; hollow on one end; wood, tri-color				Ludwig or Approved Equal	LE2367	
	Steve Weiss Music	3	Each	\$17.00	Ludwig	LE2367	90.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$17.00	Ludwig	LE2367	58.0
	The String and Horn Shop	3	Each	\$18.00	Ludwig	LE2367	53.8
	Alamo Music Center	3	Each	\$27.25	Ludwig	LE2367	44.0

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
294	Guiro, Multi; Dual Stainless Steel Surface; Guiro and Shaker all in one; Large Raised Grooves on one Surface; Finer Texture on one Surface; Fill Cap; Torpedo Scraper Included; 13 1/2 inches long				Latin Percussion or Approved Equal	LP452	
	Steve Weiss Music	2	Each	\$39.00	Latin Percussion	LP452	84.6
	Sweetwater Sound, LLC	2	Each	\$51.00	Latin Percussion	LP452	84.5
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$33.74	Latin Percussion	LP452	82.5
	Woodwind & Brasswind, Inc.	2	Each	\$41.00	Latin Percussion	LP452	81.9
	West Music	2	Each	\$54.59	Latin Percussion	LP452	65.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$49.00	Latin Percussion	LP452	45.5
	Alamo Music Center	2	Each	\$53.97	Latin Percussion	LP452	44.0
295	Maracas; Black Plastic Shell; Wooden Handles; Steel-Ball Fill				Latin Percussion or Approved Equal	LP389	
	Sweetwater Sound, LLC	1	Each	\$34.00	Latin Percussion	LP389	84.5
	Steve Weiss Music	1	Each	\$27.00	Latin Percussion	LP389	83.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$22.49	Latin Percussion	LP389	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$28.00	Latin Percussion	LP389	81.1
	West Music	1	Each	\$36.39	Latin Percussion	LP389	65.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$33.00	Latin Percussion	LP389	45.3
	Alamo Music Center	1	Each	\$36.72	Latin Percussion	LP389	43.5
296	Maracas; Large Wooden				Ludwig or Approved Equal	LE2365	
	Steve Weiss Music	2	Each	\$17.00	Ludwig	LE2365	86.3
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$15.41	Ludwig	LE2365	82.5
	Woodwind & Brasswind, Inc.	2	Each	\$21.50	Ludwig	LE2365	77.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$17.00	Ludwig	LE2365	54.3
	The String and Horn Shop	2	Each	\$18.00	Ludwig	LE2365	50.2
	Alamo Music Center	2	Each	\$27.25	Ludwig	LE2365	41.6
297	Maracas; Yellow Plastic Heads; Solid Wood Handles; Large, Plastic Internal Beads				Latin Percussion or Approved Equal	LP281	
	Sweetwater Sound, LLC	3	Each	\$25.00	Latin Percussion	LP281	85.0
	Steve Weiss Music	3	Each	\$20.00	Latin Percussion	LP281	83.7
	Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$16.86	Latin Percussion	LP281	82.5
	Woodwind & Brasswind, Inc.	3	Each	\$22.00	Latin Percussion	LP281	79.7
	West Music	3	Each	\$27.29	Latin Percussion	LP281	65.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$25.00	Latin Percussion	LP281	45.0
	Alamo Music Center	3	Each	\$35.00	Latin Percussion	LP281	38.3
298	Maracas; Natural Rawhide Shells; Wooden Handles				Latin Percussion or Approved Equal	LP393-RH	
	Steve Weiss Music	1	Each	\$51.00	Latin Percussion	LP393-RH	85.3
	Sweetwater Sound, LLC	1	Each	\$67.00	Latin Percussion	LP393-RH	84.9
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$44.99	Latin Percussion	LP393-RH	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$62.00	Latin Percussion	LP393-RH	78.0
	Alamo Music Center	1	Each	\$66.72	Latin Percussion	LP393-RH	46.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$66.00	Latin Percussion	LP393-RH	45.3
299	Marimba , 5 Octave; C16 to C7 range; Rosewood bars; Height Adjustable Pneumatic strut system 33 7/8 inch to 398 3/4 inches; Hinged resonators and bars; 4 inch casters, two locking; Dimensions 102 3/4 inches x 40 1/2 inches				Yamaha or Approved Equal	YM 5100A	
	Sweetwater Sound, LLC	1	Each	\$14,055.00	Yamaha	YM 5100A	93.0
	Steve Weiss Music	1	Each	\$13,379.00	Yamaha	YM 5100A	86.8
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$12,293.00	Yamaha	YM 5100A	80.5
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$14,325.90	Yamaha	YM 5100A	76.8
	Alamo Music Center	1	Each	\$13,236.34	Yamaha	YM 5100A	56.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$14,867.00	Yamaha	YM 5100A	51.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
300	Marimba, 4.3 Octave; A25 to C79; Acoustalon Bars 38-58mm wide, 23 mm thick; A=442Hz Pitch; Square reinforced frame; Gas spring height adjustment; 6 inch wheels; Rack pipe for attaching optional instruments; Cover					Yamaha or Approved Equal	YMRD 2400C	
		Sweetwater Sound, LLC	1	Each	\$5,377.00	Yamaha	YMRD 2400C	95.0
		Steve Weiss Music	1	Each	\$5,119.00	Yamaha	YMRD 2400C	88.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$4,971.00	Yamaha	YMRD 2400C	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$5,481.26	Yamaha	YMRD 2400C	78.8
		Alamo Music Center	1	Each	\$5,064.38	Yamaha	YMRD 2400C	58.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$5,068.00	Yamaha	YMRD 2400C	57.2
301	Metallophone, Soprano; Diatonic Model; Extra Wide Bell Aluminum Bars, 1 5/8 inch x 5/16 inch; Removable Bars Tuned to A440; Heavy Duty Metal Posts and Neoprene Rubber to Support the Bars; Adjustable Dampers; Includes F# and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets; Double Braced Stand with Wheels					Peripole or Approved Equal	P1301	
	NO BID							
302	Metallophone, Bass; Diatonic Model; Extra Wide Bell Aluminum Bars 2 inch x 1/2 inch; Removable Bars Tuned to A440; Heavy Duty Metal Posts and Neoprene Rubber to Support the Bars; Adjustable Dampers; Includes F# and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets; Double Braced Stand with Wheels					Peripole or Approved Equal	P1321	
	NO BID							
303	Metallophone, Tenor-Alto; Diatonic Model, Extra Wide Bell Aluminum Bars 1 5/8 inch x 5/16 inch, Removable Bars Tuned to A440; Heavy Duty Metal Posts and Neoprene Rubber to Support the Bars; Adjustable Dampers; Includes F# and Bb Bars and Attached Wood Storage Box; 2 Yarn Mallets					Peripole or Approved Equal	P1331	
	NO BID							
304	Stand, for Soprano/Alto Diatonic Instruments; double braced legs with epoxy and chrome finish; wheels with locking brakes, height adjustable telescoping legs					Peripole or Approved Equal	P1801	
	NO BID							
305	Tambourine , Single Row; 10 inch Diameter; Hand Crimped or Fluted Jingles; Solid Ash Shell; Natural Head with 24 Jingles; Roll Ring; CTB Tambourine Bag					Grover or Approved Equal	T1/BC	
		Steve Weiss Music	3	Each	\$171.00	Grover	T1/BC	90.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$210.00	Grover	T1/BC	50.6
306	Tambourine, Double Row; 10 Inch Diameter; Solid Steam Bent Ash Shell; Hand Hammered Chromium/Bronze Jingles; Ergonomic Handle; Jingle Slots are Dual Sized; Clear Calf Skin Head; Padded Tambourine Bag; Tube of Beeswax Roll Compound					Black Swamp or Approved Equal	TC1	
		Steve Weiss Music	1	Each	\$182.00	Black Swamp	TC1	88.2
		Woodwind & Brasswind, Inc.	1	Each	\$194.00	Black Swamp	TC1	84.8
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$173.63	Black Swamp	TC1	82.5
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$214.00	Black Swamp	TC1	50.5
		The String and Horn Shop	1	Each	\$210.00	Black Swamp	TC1	49.1
		Alamo Music Center	1	Each	\$260.97	Black Swamp	TC1	45.6

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
307	Tambourine; Pro-10 inch Diameter; Double Row with Skin Head; Solid Hardwood shell, German Silver Jingles; White Skin Head; Captive Pin System; Staggered Jingle Slots; Clear-Coat Protective Finish					Grover or Approved Equal	T2/GS	
		Sweetwater Sound, LLC	1	Each	\$171.00	Grove	T2/GS	96.4
		Steve Weiss Music	1	Each	\$164.00	Grove	T2/GS	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$170.66	Grove	T2/GS	80.9
		Woodwind & Brasswind, Inc.	1	Each	\$271.00	Grove	T2/GS	73.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$210.00	Grove	T2/GS	49.2
308	Tambours; Tunable 10 inch; 2 1/2 inch Wood Shell; Synthetic Head					Peripole or Approved Equal	P4710	
	NO BID							
309	Tambours; Tunable 12 inch; 2 1/2 inch Wood Shell; Synthetic Head					Peripole or Approved Equal	P4712	
	NO BID							
310	Timbales 15 inch and 16 inch with stand; 10 inch extra deep shells; Set Includes: heavy duty fully height-adjustable stand with an anti-rattle sleeve and die cast gear tilter; Includes: cowbell bracket, timbale sticks and tuning wrench					Latin Percussion or Approved Equal	LP258B	
		Steve Weiss Music	2	Set	\$564.00	Latin Percussion	LP258B	90.0
		Sweetwater Sound, LLC	2	Set	\$782.00	Latin Percussion	LP258B	86.8
		Music & Arts (Guitar Center DBA Music & Arts)	2	Set	\$565.76	Latin Percussion	LP258B	82.4
		Alamo Music Center	2	Set	\$671.00	Latin Percussion	LP258B	52.6
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Set	\$671.00	Latin Percussion	LP258B	51.6
311	Timpani; 13 inch Tunable with Stand; Plastic Heads					Sonor Primary or Approved Equal	TP13	
		Sweetwater Sound, LLC	1	Each	\$284.00	Sonor Primary	TP13	98.0
		West Music	1	Each	\$336.70	Sonor Primary	TP13	74.2
		The String and Horn Shop	1	Each	\$289.00	Sonor Primary	TP13	55.3
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$336.00	Sonor Primary	TP13	51.8
312	Timpani; 16 inch Tunable with Stand; Plastic Heads					Sonor Primary or Approved Equal	TP16	
		Sweetwater Sound, LLC	1	Each	\$309.00	Sonor Primary	TP16	98.0
		West Music	1	Each	\$364.00	Sonor Primary	TP16	74.5
		The String and Horn Shop	1	Each	\$310.00	Sonor Primary	TP16	55.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$364.00	Sonor Primary	TP16	52.0
313	Timpani, Set of 4; Hardened, Full, Floating Copper Bowls; Balanced Action Pedals & Pitch Gauges; Recessed, Lockable 3rd Wheel Under Pedals; Head Covers and Long Covers; Large Casters; Range from D2 - Ab3; Includes 23 inch, 26 inch, 29 inch and 32 inch; Tuning Key; Wrench Holder; Recessed Rod Ears; Teflon Tape on Bearing Edges; Gauges					Yamaha or Approved Equal	TP6304	
		Sweetwater Sound, LLC	1	Set	\$12,945.00	Yamaha	TP6304	95.0
		Steve Weiss Music	1	Set	\$12,324.00	Yamaha	TP6304	88.8
		Washington Music Center (Washington Music Sales Center, Inc)	1	Set	\$11,967.00	Yamaha	TP6304	80.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$13,195.41	Yamaha	TP6304	78.8
		Alamo Music Center	1	Set	\$12,191.97	Yamaha	TP6304	58.3
		The String and Horn Shop	1	Set	\$12,448.00	Yamaha	TP6304	54.5

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
314	Timpani, Set of 5; Hardened, Full, Floating Copper Bowls; Balanced Action Pedals & Pitch Gauges; Recessed, Lockable 3rd Wheel Under Pedals; Head Covers and Long Covers; Large Casters; Range from D2 - C4; Includes 20 inch, 23 inch, 26 inch, 29 inch and 32 inch; Tuning Key; Wrench Holder; Recessed Rod Ears; Teflon Tape on Bearing Edges; Gauges				Yamaha or Approved Equal	TP7305CL	
	Sweetwater Sound, LLC	1	Set	\$18,679.00	Yamaha	TP7305CL	95.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$17,310.86	Yamaha	TP7305CL	82.4
	Washington Music Center (Washington Music Sales Center, Inc)	1	Set	\$17,266.00	Yamaha	TP7305CL	80.5
	Alamo Music Center	1	Set	\$17,590.97	Yamaha	TP7305CL	58.3
	The String and Horn Shop	1	Set	\$17,961.00	Yamaha	TP7305CL	54.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Set	\$19,757.00	Yamaha	TP7305CL	53.0
	Steve Weiss Music	1	Set	\$17,781.00	Yamaha	TP7305CL	45.8
315	Timpani, Set of 5; Commercial grade locking, double-wheel swivel casters; Integrated locking third wheel assembly on the player's side; pedal mechanism with Adjustable spring tension, Fully adjustable via the tension knob; Bowl Suspended from a single flange chrome plated steel ring; Bowl supported by heavy duty strong struts; Chrome plated counter hoops; cambered hammered and polish copper; 20,23,26,29,32 (standard sizes); Includes Tuning gauges, Drop covers, Mutes, Tuning keys, Remo Renaissance heads				Adams or Approved Equal	P2DHSET5	
	Sweetwater Sound, LLC	1	Set	\$24,449.00	Adams	P2DHSET5	94.9
	H&H Music (Universal Melody Services)	1	Set	\$24,690.00	Adams	P2DHSET5	93.6
	Steve Weiss Music	1	Set	\$22,810.00	Adams	P2DHSET5	89.6
	Washington Music Center (Washington Music Sales Center, Inc)	1	Set	\$22,580.65	Adams	P2DHSET5	80.5
	Alamo Music Center	1	Set	\$23,459.97	Adams	P2DHSET5	57.5
	The String and Horn Shop	1	Set	\$23,510.00	Adams	P2DHSET5	54.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Set	\$25,868.00	Adams	P2DHSET5	52.9
316	Case, Tympani Case; ATA Style; Constructed of Plywood (Interior) and ABS Plastic (Exterior); Shock Mounted Floor Plate; Full Drop Down Ramp; Foam Padding; Recessed Hardware; Metal Edging and Ball Corners; 20 inch				King Kong Kases or Approved Equal	KTT20	
	Steve Weiss Music - Alternate	1	Each	\$2,637.00	ADAMS	FCPAPR20	90.0
317	Case, Tympani Case; ATA Style; Constructed of Plywood (Interior) and ABS Plastic (Exterior); Shock Mounted Floor Plate; Full Drop Down Ramp; Foam Padding; Recessed Hardware; Metal Edging and Ball Corners; 29 inch				King Kong Kases or Approved Equal	KTT23	
	Steve Weiss Music - Alternate	1	Each	\$2,637.00	ADAMS	FCPAPR23	90.0
318	Case, Tympani Case; ATA Style; Constructed of Plywood (Interior) and ABS Plastic (Exterior); Shock Mounted Floor Plate; Full Drop Down Ramp; Foam Padding; Recessed Hardware; Metal Edging and Ball Corners; 26 inch				King Kong Kases or Approved Equal	KTT26	
	Steve Weiss Music - Alternate	1	Each	\$2,637.00	ADAMS	FCPAPR26	90.0
319	Case, Tympani Case; ATA Style; Constructed of Plywood (Interior) and ABS Plastic (Exterior); Shock Mounted Floor Plate; Full Drop Down Ramp; Foam Padding; Recessed Hardware; Metal Edging and Ball Corners; 29 inch				King Kong Kases or Approved Equal	KTT29	
	Steve Weiss Music - Alternate	1	Each	\$2,637.00	ADAMS	FCPAPR29	90.0
320	Case, Tympani Case; ATA Style; Constructed of Plywood (Interior) and ABS Plastic (Exterior); Shock Mounted Floor Plate; Full Drop Down Ramp; Foam Padding; Recessed Hardware; Metal Edging and Ball Corners; 32 inch				King Kong Kases or Approved Equal	KTT32	
	Steve Weiss Music - Alternate	1	Each	\$2,637.00	ADAMS	FCPAPR32	90.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
321	Toms, Field Corp Series Multi Marching; 6 Ply Maple Shell; Remo Clear Pinstripe Climblock Head; 2.3mm Steel Ultra Hoop; High Tension Tuning; Sizes Include (2) 6 inch, (1) 10 inch, (1) 12 inch, (1) 13 inch, (1) 14 inch; Accessories Include Case & Carriers; Piano Black Finish					Yamaha or Approved Equal	MQ8300	
	Sweetwater Sound, LLC		1	Set	\$1,679.00	Yamaha	MQ8300	96.3
	Steve Weiss Music		1	Set	\$1,709.00	Yamaha	MQ8300	87.7
	Music & Arts (Guitar Center DBA Music & Arts)		1	Set	\$1,917.54	Yamaha	MQ8300	76.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Set	\$1,609.00	Yamaha	MQ8300	58.0
322	Toms, Philharmonic Concert, 13 inch x 11 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA 1311D	
	Sweetwater Sound, LLC		1	Each	\$471.00	Pearl	PTA 1311D	95.6
	Steve Weiss Music		1	Each	\$443.00	Pearl	PTA 1311D	90.0
	The String and Horn Shop		1	Each	\$471.00	Pearl	PTA 1311D	53.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$498.00	Pearl	PTA 1311D	53.6
	Alamo Music Center		1	Each	\$501.00	Pearl	PTA 1311D	54.4
323	Toms, Philharmonic Concert, 15 inch x 14 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA 1514D	
	Sweetwater Sound, LLC		1	Each	\$569.00	Pearl	PTA 1514D	95.7
	Steve Weiss Music		1	Each	\$536.00	Pearl	PTA 1514D	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$579.82	Pearl	PTA 1514D	79.5
	Alamo Music Center		1	Each	\$602.00	Pearl	PTA 1514D	54.6
	The String and Horn Shop		1	Each	\$561.00	Pearl	PTA 1514D	54.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$602.00	Pearl	PTA 1514D	53.6
324	Toms, Philharmonic Concert, 8 inch x 8 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA0808D	
	Sweetwater Sound, LLC		1	Each	\$341.00	Pearl	PTA0808D	95.8
	Steve Weiss Music		1	Each	\$322.00	Pearl	PTA0808D	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$347.68	Pearl	PTA0808D	79.5
	Alamo Music Center		1	Each	\$361.00	Pearl	PTA0808D	54.7
	The String and Horn Shop		1	Each	\$335.00	Pearl	PTA0808D	54.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$361.00	Pearl	PTA0808D	53.7
325	Toms, Philharmonic Concert, 10 inch x 10 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA1010D	
	Sweetwater Sound, LLC		1	Each	\$370.00	Pearl	PTA1010D	95.6
	Steve Weiss Music		1	Each	\$348.00	Pearl	PTA1010D	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$377.36	Pearl	PTA1010D	79.4
	Alamo Music Center		1	Each	\$399.00	Pearl	PTA1010D	53.9
	The String and Horn Shop		1	Each	\$369.00	Pearl	PTA1010D	53.7
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$392.00	Pearl	PTA1010D	53.5
326	Toms, Philharmonic Concert, 12 inch x 10 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA1210D	
	Sweetwater Sound, LLC		1	Each	\$406.00	Pearl	PTA1210D	95.7
	Steve Weiss Music		1	Each	\$383.00	Pearl	PTA1210D	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$413.40	Pearl	PTA1210D	79.6
	Alamo Music Center		1	Each	\$429.00	Pearl	PTA1210D	54.7
	The String and Horn Shop		1	Each	\$405.00	Pearl	PTA1210D	53.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$429.00	Pearl	PTA1210D	53.7

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
327	Toms, Philharmonic Concert, 16 inch x 14 inch Double Headed, 6 Ply Mahogany Shell; Maple Reinforcement Rings; OptiMount Mounting System					Pearl or Approved Equal	PTA1614D	
		Sweetwater Sound, LLC	1	Each	\$604.00	Pearl	PTA1614D	95.7
		Steve Weiss Music	1	Each	\$569.00	Pearl	PTA1614D	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$615.86	Pearl	PTA1614D	79.5
		Alamo Music Center	1	Each	\$619.00	Pearl	PTA1614D	55.8
		The String and Horn Shop	1	Each	\$599.00	Pearl	PTA1614D	54.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$639.00	Pearl	PTA1614D	53.6
328	Toms, Philharmonic Concert, 14 inch x 10 inch Double Headed, 6 ply Mahogany shell; Maple Reinforcement Rings, OptiMount Mounting System					Pearl or Approved Equal	PTA1412D	
		Sweetwater Sound, LLC	1	Each	\$493.00	Pearl	PTA1412D	95.7
		Steve Weiss Music	1	Each	\$465.00	Pearl	PTA1412D	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$502.44	Pearl	PTA1412D	79.5
		Alamo Music Center	1	Each	\$526.36	Pearl	PTA1412D	54.3
		The String and Horn Shop	1	Each	\$492.00	Pearl	PTA1412D	53.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$521.00	Pearl	PTA1412D	53.7
329	Toms, Concert, 13 inch x 11 inch and 14inch x 12 inch set; 6 ply Poplar/Kapur Shells; 1.6mm Steel Triple Flanged Hoops; Clear Single Ply Heads; Midnight Black Covered Finish; Low-Mass Lugs; T-890 Double Tom Stand					Pearl or Approved Equal	PTE 1314	
		Sweetwater Sound, LLC	1	Each	\$547.00	Pearl	PTE 1314	95.7
		Steve Weiss Music	1	Each	\$516.00	Pearl	PTE 1314	90.0
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$557.56	Pearl	PTE 1314	79.5
		Alamo Music Center	1	Each	\$559.97	Pearl	PTE 1314	55.9
		The String and Horn Shop	1	Each	\$545.00	Pearl	PTE 1314	53.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$579.00	Pearl	PTE 1314	53.6
330	Triangle, 4 inch; Manufactured from Steel					Alan Abel or Approved Equal	AA2	
		Steve Weiss Music	1	Each	\$52.00	Alan Abel	AA2	90.0
331	Triangle, 6 inch; Manufactured from Steel					Alan Abel or Approved Equal	AA3	
		Steve Weiss Music	2	Each	\$79.00	Alan Abel	AA3	90.0
332	Triangle, Concert, Symphonic: 6 in. w/clip holder and beater					Alan Abel or Approved Equal	ABL-6TRI	
		Steve Weiss Music	1	Each	\$91.00	Alan Abel	ABL-6TRI	90.0
333	Triangle, Overtone, 6 inch; Manufactured from Carbon Steel Alloy					Grover or Approved Equal	TR-6	
		Sweetwater Sound, LLC	1	Each	\$69.00	Grover	TR-6	95.7
		Steve Weiss Music	1	Each	\$65.00	Grover	TR-6	90.0
		Woodwind & Brasswind, Inc.	1	Each	\$69.00	Grover	TR-6	86.7
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$82.00	Grover	TR-6	49.7
334	Triangle; 6 inch; Chromed Bell Steel; Attached Loop Handle; Striker					Westco or Approved Equal	WMH08	
		West Music	1	Each	\$6.32	Westco	WMH08	80.5
335	Triangle, Symphonic, 8 inch; Manufactured from Bronze					Grover or Approved Equal	TR-B-8	
		Steve Weiss Music	1	Each	\$37.00	Grover	TR-B-8	89.0
		Woodwind & Brasswind, Inc.	1	Each	\$41.00	Grover	TR-B-8	84.2
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$36.04	Grover	TR-B-8	82.5
		The String and Horn Shop	1	Each	\$44.00	Grover	TR-B-8	48.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$51.00	Grover	TR-B-8	46.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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336	Triangle Beater Set; Tubular Beater Face Isolated from a core Shaft Using a Rubber Compound; Black Latex Handle; Manufactured from Alloy 303; Set Includes (2) TB-10 Light (white), (2) TB-11 Medium Light (blue), (1) TB-12 Medium (yellow), (1) TB-14 Heavy (green), (1) Cordura Triangle Beater Case				Grover or Approved Equal	Pro Deluxe TB-TD	
	Steve Weiss Music	1	Set	\$71.00	Grover	Pro Deluxe TB-TD	90.0
	Woodwind & Brasswind, Inc.	1	Set	\$77.00	Grover	Pro Deluxe TB-TD	85.9
	Music & Arts (Guitar Center DBA Music & Arts)	1	Set	\$71.02	Grover	Pro Deluxe TB-TD	82.5
	The String and Horn Shop	1	Set	\$87.00	Grover	Pro Deluxe TB-TD	48.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Set	\$89.00	Grover	Pro Deluxe TB-TD	49.9

337	Triangle Beater, Tubular; 3/8 inch Diameter; 9 5/8 inch Shaft; 2.25 inch Weighted Brass Alloy Head; Polymer Shaft				Grover or Approved Equal	TB-B3	
	Steve Weiss Music	1	Each	\$19.00	Grover	TB-B3	87.9
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$18.02	Grover	TB-B3	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$22.00	Grover	TB-B3	81.8
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$24.00	Grover	TB-B3	48.0
	The String and Horn Shop	1	Each	\$23.00	Grover	TB-B3	47.3

338	Triangle Clip; Two Suspension Lines; Rubber Caps				Pearl or Approved Equal	PTC10	
	Sweetwater Sound, LLC	3	Each	\$22.00	Pearl	PTC10	94.4
	Steve Weiss Music	3	Each	\$20.00	Pearl	PTC10	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	3	Each	\$21.20	Pearl	PTC10	80.2
	Woodwind & Brasswind, Inc.	3	Each	\$29.00	Pearl	PTC10	76.6
	The String and Horn Shop	3	Each	\$24.00	Pearl	PTC10	49.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	3	Each	\$26.00	Pearl	PTC10	48.8

339	Triangle Mount, Dual; Mount Two Triangles Side-By-Side; Mounts One Triangle Horizontally; Adjusts to Most Sizes; Attaches to any Cymbal Stand				Grover or Approved Equal	DTM	
	Sweetwater Sound, LLC	1	Each	\$47.00	Grover	DTM	95.0
	Steve Weiss Music	1	Each	\$45.00	Grover	DTM	88.6
	Woodwind & Brasswind, Inc.	1	Each	\$48.00	Grover	DTM	85.2
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$43.46	Grover	DTM	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$56.00	Grover	DTM	49.0
	The String and Horn Shop	1	Each	\$55.00	Grover	DTM	47.6

340	Vibraphone, 3 Octave with Tough Terrain Frame; F33 to F69; Glossy Gold Aluminum Alloy Bars; Bar Size Graduates from 1 1/2 to 2 1/4 inch Wide x 1/2 inch thick; A=442Hz Pitch; Oversized Swivel Pedal; Quite Motor with Silent Pause and Silent Fan Speed Slider Control; Frame fits through standard doorways; Height adjustable from 32 3/4 inch to 37 1/2 inch; 10 inch Pneumatic Tires, two locking; Dimensions 65 7/8 inch x 37 5/8 inch; Cover				Yamaha or Approved Equal	YVT-2700GC	
	Sweetwater Sound, LLC	2	Each	\$6,258.00	Yamaha	YVT-2700GC	95.2
	Steve Weiss Music	2	Each	\$5,942.00	Yamaha	YVT-2700GC	89.1
	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$5,815.00	Yamaha	YVT-2700GC	80.5
	Alamo Music Center	2	Each	\$5,894.40	Yamaha	YVT-2700GC	58.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$6,620.00	Yamaha	YVT-2700GC	53.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
341	Vibraphone, 3 Octave with Frame; F33 to F69; Gold Matte Finish Aluminum Alloy Bars; Bar Size Graduates from 1 1/2 to 2 1/4 inch Wide x 1/2 inch thick; A=442Hz Pitch; Oversized Swivel Pedal; Quite Motor with Silent Pause Control, 25-150 rpm, memory control; Frame has dual angle braces, lower crossbar support, horizontal leg supports; Height adjustable from 33 7/8 inch to 37 inch; 4 inch casters, two locking; Dimensions 56 1/4 inch x 32 1/4 inch					Yamaha or Approved Equal	YV-3710(M)	
	Sweetwater Sound, LLC		1	Each	\$6,997.00	Yamaha	YV-3710(M)	95.0
	Steve Weiss Music		1	Each	\$6,659.00	Yamaha	YV-3710(M)	88.8
	Washington Music Center (Washington Music Sales Center, Inc)		1	Each	\$6,467.00	Yamaha	YV-3710(M)	80.5
	Alamo Music Center		1	Each	\$6,587.80	Yamaha	YV-3710(M)	58.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$7,399.00	Yamaha	YV-3710(M)	53.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$7,130.09	Yamaha	YV-3710(M)	43.3
342	Vibraphone; 3 Octave Silver Matte Studio Multi-Frame; Bar Size Graduates From 1 1/2 inch to 2 1/4 inch x 1/2 inch; A-442Hz Pitch; Oversized Swivel Pedal; Variable Speed Motor (25-150 RPM); Height Adjustable Field Frame; Height adjustable from 32 3/4 inch to 37 1/2 inch;' Pneumatic Wheels; Accessory Rail; 6 Inch Casters, two locking; Dimensions 65 7/8 inch x 37 5/8 inch					Yamaha or Approved Equal	YVRD-2700C	
	Sweetwater Sound, LLC		1	Each	\$5,279.00	Yamaha	YVRD-2700C	95.0
	Steve Weiss Music		1	Each	\$5,025.00	Yamaha	YVRD-2700C	88.9
	Washington Music Center (Washington Music Sales Center, Inc)		1	Each	\$4,881.00	Yamaha	YVRD-2700C	80.5
	Alamo Music Center		1	Each	\$4,971.82	Yamaha	YVRD-2700C	58.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$5,584.00	Yamaha	YVRD-2700C	53.0
343	Xylophone, Soprano; Diatonic Model, Extra Wide Removable Rosewood Bars 1 5/8 inch x 5/8 inch; Tuned to A440; Countersunk Placement Holes; Includes F# and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets, Heavy Duty Metal Posts and Neoprene Rubber to Support Bars; Double Braced Stand with Wheels					Suzuki or Approved Equal	SX-200	
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$299.00	Suzuki	SX-200	58.0
	Alamo Music Center - Alternate		1	Each	\$394.00	KHS/SonorOrff	SX-GBF	49.4
344	Xylophone, Tenor-Alto; Diatonic Model; Extra Wide Removable Rosewood Bars 1 5/8 inch x 5/8 inch; Tuned to A440; Countersunk placement holes; Includes F# and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets, Heavy Duty Metal Posts and Neoprene Rubber to Support Bars; Double Braced Stand with Wheels					Suzuki or Approved Equal	AX-200	
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$359.00	Suzuki	AX-200	58.0
	Alamo Music Center - Alternate		1	Each	\$466.00	KHS/SonorOrff	AX-GBF	49.8
345	Xylophone, Bass; Diatonic Model, Extra Wide Removable Rosewood Bars 1 5/8 inch x 5/8 inch;; tuned to A440; Countersunk Placement Holes; Includes F@ and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets; Heavy Duty Metal Posts and Neoprene Rubber to Support Bars; Double Braced Stand with Wheels					Suzuki or Approved Equal	BX-200	
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$569.00	Suzuki	BX-200	58.0
	Alamo Music Center - Alternate		1	Each	\$765.00	KHS/SonorOrff	MGB GB	48.8
346	Xylophone, Alto; Chromatic Model; Extra Wide Removable Rosewood Bars 1 5/8 inch x 5/8 inch; Tuned to A440C; Countersunk Placement Holes; Includes F# and Bb Bars with Attached Wood Storage Box; 2 Yarn Mallets; Heavy Duty Metal Posts and Neoprene Rubber to Support Bars; Double Braced Stand with Wheels (order stand for each instrument					Peripole or Approved Equal	P1113	
	NO BID							

	Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
347	Xylophone, Professional, Rosewood; 3.5 Octave (F-C); 40mm wide x 23mm thick Bars; 2 Position Resonator Slots; Steel Casters; A442Hz Tuning; Gas Shock Height Adjustment Frame; 4 inch casters, 2 locking, cover				Yamaha or Approved Equal	YX500RC	
	Sweetwater Sound, LLC	1	Each	\$3,599.00	Yamaha	YX500RC	95.0
	Steve Weiss Music	1	Each	\$3,429.00	Yamaha	YX500RC	88.9
	Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,331.00	Yamaha	YX500RC	80.5
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$4,025.88	Yamaha	YX500RC	75.6
	Alamo Music Center	1	Each	\$3,393.06	Yamaha	YX500RC	58.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$3,812.00	Yamaha	YX500RC	53.0
348	Xylophone, Intermediate Acoustalon; 3.5 Octave (F-C); 1 5/8 inch Non Graduated Bar Size; Height Adjustable from 32 3/4 inch to 37 1/2 inch; A442Hz Tuning; Brown urethane Finish; Cover; Tough Terrain Frame with 10 Inch Pneumatic Tires; Two Locking Wheels; Accessory Bar on Three Sides; Cover				Yamaha or Approved Equal	YXT500FC	
	Sweetwater Sound, LLC	2	Each	\$3,080.00	Yamaha	YXT500FC	95.9
	Steve Weiss Music	2	Each	\$2,953.00	Yamaha	YXT500FC	89.6
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$3,166.22	Yamaha	YXT500FC	79.4
	Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$3,242.00	Yamaha	YXT500FC	76.5
	Alamo Music Center	2	Each	\$2,920.52	Yamaha	YXT500FC	59.0
	The String and Horn Shop	2	Each	\$2,982.00	Yamaha	YXT500FC	55.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$3,280.00	Yamaha	YXT500FC	53.6
349	Clamp Adapter, Revolving; 2 Hole; Quick Release Ends; Diameter Range of 1/2 inch to 1 1/8 inch; Approximately 6 inch of Length Between The Two Rotating Clamps				Pearl or Approved Equal	AX-25L	
	Sweetwater Sound, LLC	1	Each	\$39.00	Pearl	AX-25L	93.9
	Steve Weiss Music	1	Each	\$35.00	Pearl	AX-25L	90.0
	Woodwind & Brasswind, Inc.	1	Each	\$46.00	Pearl	AX-25L	79.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$38.16	Pearl	AX-25L	79.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$47.00	Pearl	AX-25L	47.8
350	Clamps, Field Rack; Fits Tough Terrain Frame and Multi Frame II				Yamaha or Approved Equal	RDC-10	
	Sweetwater Sound, LLC	1	Each	\$29.00	Yamaha	RDC-10	96.0
	Steve Weiss Music	1	Each	\$28.00	Yamaha	RDC-10	89.4
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$27.56	Yamaha	RDC-10	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$34.00	Yamaha	RDC-10	81.4
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$34.00	Yamaha	RDC-10	50.4
	The String and Horn Shop	1	Each	\$35.00	Yamaha	RDC-10	47.5
351	Clamps, Field Rack; Universal; Works with Nearly Any Stand; Minimum Tube Size - 5/8 inch				PYLE or Approved Equal	FRUC504	
	Steve Weiss Music	1	Each	\$7.25	PYLE	FRUC504	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$7.42	PYLE	FRUC504	81.6
352	Flex-a-tone; Standard, 5 inch				Latin Percussion or Approved Equal	LP1-5	
	Steve Weiss Music	1	Each	\$27.00	Latin Percussion	LP1-5	90.0
	Sweetwater Sound, LLC	1	Each	\$34.00	Latin Percussion	LP1-5	89.8
	Woodwind & Brasswind, Inc.	1	Each	\$29.00	Latin Percussion	LP1-5	86.2
	West Music	1	Each	\$36.39	Latin Percussion	LP1-5	70.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$32.00	Latin Percussion	LP1-5	51.8
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$12,269.50	Latin Percussion	LP1-5	42.6
353	Rainstick; Traditional; 48 inches; Constructed of Bamboo Surrounded by a Woven Cloth Material				Latin Percussion or Approved Equal	LP455A	
	Steve Weiss Music	2	Each	\$57.00	Latin Percussion	LP1-5	90.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$69.00	Latin Percussion	LP1-5	51.0

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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354	Ratchet, Crank; Heavy Duty Chrome Finish; Mounting Bracket on Side; Produces a Aggressively Loud Mechanical Sound				Basic Beat or Approved Equal	BB542	
	Steve Weiss Music - Alternate	1	Each	\$34.95	Steve Weiss	CRL-Ratchet	80.9
	West Music	1	Each	\$30.03	Basic Beat	BB542	76.5
	The String and Horn Shop	1	Each	\$27.00	Basic Beat	BB542	56.0

355	Rhythm Sticks; Set of 12 Pairs; Construction of Painted Wood (colors vary); Half are Fluted; Half are Plain; 12 inch in length; 0.5 inch diameter				Music in Motion or Approved Equal	2797	
	The String and Horn Shop	12	Set	\$24.00	Music in Motion	2797	56.0

356	Shaker; Compact, Durable, Metal				Latin Percussion or Approved Equal	LP440	
	Sweetwater Sound, LLC	2	Each	\$17.00	Latin Percussion	LP440	84.5
	Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$11.25	Latin Percussion	LP440	82.5
	Steve Weiss Music	2	Each	\$14.00	Latin Percussion	LP440	82.1
	Woodwind & Brasswind, Inc.	2	Each	\$16.75	Latin Percussion	LP440	75.9
	West Music	2	Each	\$18.19	Latin Percussion	LP440	65.2
	Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$16.00	Latin Percussion	LP440	46.1

357	Slap Stick; Constructed of Asiatic Hardwood				Pearl or Approved Equal	PSS 100	
	Sweetwater Sound, LLC	1	Each	\$35.00	Pearl	PSS 100	94.6
	Steve Weiss Music	1	Each	\$32.00	Pearl	PSS 100	90.0
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$33.92	Pearl	PSS 100	80.2
	Woodwind & Brasswind, Inc.	1	Each	\$43.00	Pearl	PSS 100	78.8
	The String and Horn Shop	1	Each	\$36.00	Pearl	PSS 100	51.6
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$42.00	Pearl	PSS 100	48.5

358	Sleigh Bell Wristlets; 4 Nickel-plated Bells; Velcro Flexible Attachments				Rhythm Band or Approved Equal	RB811	
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1.82	Rhythm Band	RB811	82.5
	Woodwind & Brasswind, Inc.	1	Each	\$2.75	Rhythm Band	RB811	75.5
	The String and Horn Shop	1	Each	\$2.50	Rhythm Band	RB811	45.1

359	Sleigh Bells, Steel; Wooden Handle; 25 Bells				Steve Weiss or Approved Equal	CRL- SLEIGHBELLS	
	Steve Weiss Music	1	Each	\$29.95	Steve Weiss or Approved Equal	CRL- SLEIGHBELLS	90.0

360	Vibra Slap, Deluxe Wood					Weiss or Approved Equal	SW-VIBRA	
	Steve Weiss Music	1	Each	\$19.95	Weiss or Approved Equal	SW-VIBRA	90.0	

361	Whistle, Slide; Black Plastic; 11.75 inch long;					ACME or Approved Equal	ACME 472	
	Steve Weiss Music	1	Each	\$34.95	ACME	ACME 472	89.5	
	West Music	1	Each	\$34.53	ACME	ACME 472	80.5	

362	Woodblock; 7 inch; Multiple Mounting Holes; Wooden Striker				Latin Percussion or Approved Equal	LPA210	
	Sweetwater Sound, LLC	1	Each	\$17.00	Latin Percussion	LPA210	84.5
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$11.25	Latin Percussion	LPA210	82.5
	Steve Weiss Music	1	Each	\$14.00	Latin Percussion	LPA210	82.1
	Woodwind & Brasswind, Inc.	1	Each	\$16.50	Latin Percussion	LPA210	76.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$16.00	Latin Percussion	LPA210	46.1

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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363	Rack, Field; All Terrain; Constructed of Seamless Welds and Self Locking Nuts and Bolts; Black Speckled Finish; 10 inch Locking Swivel Tires; Can Be Disassembled for Storage; Includes: 6 foot Center Section, 3 foot Swivel Panels on Each End; 8 Universal Clamps; 1 Keyboard Holder; 10 inch Locking Swivel Flat Free Tires					PYLE or Approved Equal	ATFR500	
	Steve Weiss Music		1	Each	\$1,110.00	PYLE	ATFR500	90.0

364	Case, Trap, Hard Shell Exterior; Internal Strap Locks; 3 inch Casters; 30 inch x 14.5 inch x 24.5 inch; Black					Humes & Berg or Approved Equal	DR550XABK	
	Steve Weiss Music		1	Each	\$269.00	Humes & Berg	DR550XABK	90.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$319.00	Humes & Berg	DR550XABK	51.7

365	Mount Kit, Woodblock; Kit Includes Screw, Grommets, and Clamp; Clamp fits a Standard 3/8 inch Knurled Post					Black Swamp or Approved Equal	MWBM	
	Steve Weiss Music		1	Each	\$30.00	Black Swamp	MWBM	90.0
	Woodwind & Brasswind, Inc.		1	Each	\$35.00	Black Swamp	MWBM	83.3
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$37.00	Black Swamp	MWBM	50.4
	The String and Horn Shop		1	Each	\$36.00	Black Swamp	MWBM	49.3

366	Mallet, Concert Bass Drum; White Soft Felt; Hard Rock Maple Shafts; Heads of Synthetic Mouton Fur.					Payson or Approved Equal	ENC-B1	
	Steve Weiss Music		1	Each	\$26.00	Payson	ENC-B1	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$28.09	Payson		79.5

367	Mallet, Contra Bass; 2 inch; Yarn					Ludwig or Approved Equal	L307	
	Steve Weiss Music		4	Each	\$58.00	Ludwig	L307	90.0
	Music & Arts (Guitar Center DBA Music & Arts)		4	Each	\$683.70	Ludwig	L307	45.9
b	Jim Melhart Piano & Organ Co (Melhart Music Center)		4	Each	\$36.00	Ludwig	L307	

368	Mallets, Timpani; Medium, General; Tapered Maple Handles; Wood Cores; German Felt Covers; Woven Felt Liners					Innovative Percussion or Approved Equal	GT 3	
	Sweetwater Sound, LLC		1	Each	\$28.00	Innovative Percussion	GT 3	90.9
	Steve Weiss Music		1	Each	\$23.00	Innovative Percussion	GT 3	90.0
	Woodwind & Brasswind, Inc.		1	Each	\$29.00	Innovative Percussion	GT 3	80.7
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$25.19	Innovative Percussion	GT 3	79.0
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$37.00	Innovative Percussion	GT 3	42.9

369	Holder, Mallet, Bass Drum; Holds Two Pair of Extra Mallets; Rim Protectors on Each Side; Fits on Any Size Bass Drum; Mid Point Support Bracket; Includes Two Extra Sets of Clips					Pearl or Approved Equal	BMH100	
	Sweetwater Sound, LLC		1	Each	\$70.00	Pearl	BMH100	96.8
	Woodwind & Brasswind, Inc.		1	Each	\$74.00	Pearl	BMH100	85.7
	Music & Arts (Guitar Center DBA Music & Arts)		1	Each	\$67.84	Pearl	BMH100	82.5
	Steve Weiss Music		1	Each	\$88.00	Pearl	BMH100	80.8
	The String and Horn Shop		1	Each	\$68.00	Pearl	BMH100	55.9
	Jim Melhart Piano & Organ Co (Melhart Music Center)		1	Each	\$84.00	Pearl	BMH100	50.3

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
370	Cart, Speaker; Holds a subwoofer and main speaker; Adaptable for a Variety of speakers; Adjustable tilt for main speaker with 7 positions, secured by mechanical pin lock. Integrated cable management for up to 75 feet of cabling. Minimum of 6 tie-down locations for securing speakers. Heavy duty handle. All steel construction; Stress points welded 360 degrees and ground flush. Powder coat finish. Including 4 swivel casters (non-pneumatic) and swivel lock. Total footprint 55 inches x 31 inches.					Corps Design or Approved Equal	FC-RM-2SPKSBS	
		Romeo Music	3	Each	\$1,195.00	Corps Design	FC-RM-2SPKSBS	98.0
		McCormick's Group, LLC (Slabaugh)	3	Each	\$4,299.99	Corps Design	FC-RM-2SPKSBS	39.6
		McCormick's Group, LLC (Slabaugh) - Alternate	3	Each	\$4,299.99	McCormick's	Dual Mixer Cart, Item #5000321	36.1
a		Steve Weiss Music - Alternate	3	Each	\$679.00	Pyle Percussion	PYL-DSSSR706	
371	Cart, Drum Kit; holds a completely assembled drum kit; fits through standard door; removable lifter system for bass drum; Frame accepts standard square tube clamps; 1-1/2 inch square tube construction; 8 inch flat-free swivel locking casters; approx. dimensions 31 inch H x 60 inch W x 42 inch D					Pageantry Innovations or Approved Equal	DK-20	
		Romeo Music	1	Each	\$1,937.00	Pageantry Innovations	DK-20	86.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$1,378.00	Pageantry Innovations	DK-20	82.5
		Steve Weiss Music	1	Each	\$2,065.00	Pageantry Innovations	DK-20	76.7
372	Metronome, Digital; Self-Contained Electronic Tempo and Pitch; Wirelessly Remote Controllable up to 50 Feet; Self Contained Amplifier (36 Watt Peak); Beat Subdivisions 2X through 9X; 100 Memory Presets; Accent the First Beat of Each Measure; 4+ Octaves of Audible Chromatic Tuning Notes; 9 Pitch Tables Available; Outputs for External Amplification; Rugged Construction					Digimet or Approved Equal	Digimet II	
		Romeo Music	2	Each	\$924.00	Digimet	Digimet II	93.3
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$816.20	Digimet	Digimet II	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$962.50	Digimet	Digimet II	74.4
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$1,015.00	Digimet	Digimet II	50.2
		The String and Horn Shop	2	Each	\$995.00	Digimet	Digimet II	48.8
373	Metronome, Outdoor, Portable; Tempo 30-250, Beat 1-9, 30 Beat Patterns; Rhythm Coach, Time Check, Quiet Count, Gradual Up/Down, Step Up/Down; Reference Tone Range C2-B6 (5 octave, 12 semitone); Metronome Memory 50; Reference Tone Memory 10; Auto Off at 60 Minutes; LCD Display, Tempo Indicator LED x 2; Connectors: TRIG IN Jack, Start/Stop Jack, Memory Up/Down Jack, MIDI IN Connector, Phone Jack x 2, Input Jack, AC Adaptor Jack; Power Supply: DC-9V or AC Adaptor; Accessories: Dry Battery (6LR61 (9V) Type), Soft Case, Owner's Manual, Boss Nut (M8)					Boss or Approved Equal	DB90	
		Sweetwater Sound, LLC	2	Each	\$135.00	Boss	DB90	92.3
		Romeo Music	2	Each	\$146.00	Boss	DB90	89.7
		Woodwind & Brasswind, Inc.	2	Each	\$131.00	Boss	DB90	84.3
		Steve Weiss Music	2	Each	\$135.00	Boss	DB90	84.3
		Music & Arts (Guitar Center DBA Music & Arts)	2	Each	\$115.68	Boss	DB90	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	2	Each	\$142.00	Boss	DB90	73.1
		West Music	2	Each	\$145.59	Boss	DB90	72.3
		American Band Accessories (American Band Accessories LLC)	2	Each	\$204.97	Boss	DB90	56.1
		Alamo Music Center	2	Each	\$149.97	Boss	DB90	49.9
		Jim Melhart Piano & Organ Co (Melhart Music Center)	2	Each	\$151.00	Boss	DB90	48.6
		The String and Horn Shop	2	Each	\$150.00	Boss	DB90	46.8

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
374	Metronome/Tuner; Metronome and Tuning Functions: High Resolution Color Graphic Touch Display; Infrared Remote Control; Subdivisions of the Beat and Measures; Can Play a Tuning Drone; Five-Octave Chromatic Tone Source; Variable Pitch Reference; Stop Watch; Spectrum Analyzer; Memory; Single-Button Recall of Selected Memory Presets; Amplifier and Jack; External Microphone Input; 200 Watts Peak power					McAdams or Approved Equal	40	
		Romeo Music	7	Each	\$1,058.00	McAdams	40	94.6
		Music & Arts (Guitar Center DBA Music & Arts)	7	Each	\$968.42	McAdams	40	82.5
		West Music	7	Each	\$1,108.74	McAdams	40	75.4
		Washington Music Center (Washington Music Sales Center, Inc)	7	Each	\$1,118.00	McAdams	40	75.1
		Taylor Music, Inc.	7	Each	\$1,066.00	McAdams	40	69.8
		Jim Melhart Piano & Organ Co (Melhart Music Center)	7	Each	\$1,145.00	McAdams	40	51.8
		Alamo Music Center	7	Each	\$1,179.97	McAdams	40	51.8
		The String and Horn Shop	7	Each	\$1,390.00	McAdams	40	43.9
375	Tuner, Strobe; 490 8 Octave Auto Strobe Tuner, Automatic hands free note selection; strobe patterns appear at correct note for Bb, F, and Eb instruments, Black					Peterson or Approved Equal	403828	
		Sweetwater Sound, LLC	1	Each	\$747.00	Peterson	403828	92.4
		Romeo Music	1	Each	\$759.00	Peterson	403828	91.8
		Woodwind & Brasswind, Inc.	1	Each	\$665.00	Peterson	403828	87.6
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$641.57	Peterson	403828	82.5
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$851.00	Peterson	403828	70.7
		Alamo Music Center	1	Each	\$979.97	Peterson	403828	45.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$961.00	Peterson	403828	44.7
376	Tuner, Single Window; Built In Power Supply; Built In Microphone; Headphone Jack; 1/4 inch Thru, 1/4 inch Speaker Output; 350Hz to 550Hz Concert Range; Foot Pedal Control; Note Range C1 to B8; Built-In Speaker; Metronome; Automatic of Manual Note Selection; Single Analog Strobe Disc Display; AC 100V to 240V Power; Volume Control; 1/4 inch Input Jack; Tone Generator C2 to B6; Transposition Range Keys of C Bb, F, Eb; 64 User Presets; Metal Casing Construction					Peterson or Approved Equal	AutoStrobe 590	
		Romeo Music	1	Each	\$975.00	Peterson	AutoStrobe 590	98.0
		Sweetwater Sound, LLC	1	Each	\$1,099.00	Peterson	AutoStrobe 590	93.5
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$979.44	Peterson	AutoStrobe 590	82.3
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$1,160.00	Peterson	AutoStrobe 590	74.1
		Alamo Music Center	1	Each	\$1,289.97	Peterson	AutoStrobe 590	49.2
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$1,310.00	Peterson	AutoStrobe 590	47.8
377	Tuner, Strobe; 8 Piano Stretch Tables; All Notes Visible; Wood Casing Construction; Front Panel Control; C1 to B8 Note Range; 12 Analog Strobe Discs; AC 100V to 240V Power; Keys of C Bb, F, Eb Transposition Range; Built In Power Supply; 1/4" Jack Input; Built In Microphone; Concert A Range 350Hz to 550Hz; User Presets: 225 Temperaments / 31 User Stretches;					Peterson or Approved Equal	SC5000-II	
		Romeo Music	1	Each	\$3,650.00	Peterson	SC5000-II	98.0
		Sweetwater Sound, LLC	1	Each	\$3,828.00	Peterson	SC5000-II	96.1
		Washington Music Center (Washington Music Sales Center, Inc)	1	Each	\$3,794.00	Peterson	SC5000-II	79.0
		Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$4,524.00	Peterson	SC5000-II	50.3
378	Tuner, Portable; Plastic Construction; Battery Operated; Concert A Range 390Hz to 490Hz; Note Range C0 to B6; Updateable Firmware; LCD Display; 50 Sweetened Tunings; Automatic Note Selection; Clip-On; 192 Segments Display Resolution; Dimensions: 1.75 Inch x 2.4 inch x 1.2 inch					Peterson or Approved Equal	Stroboclip HD	
		Sweetwater Sound, LLC	75	Each	\$51.00	Peterson	Stroboclip HD	82.7
		Music & Arts (Guitar Center DBA Music & Arts)	75	Each	\$31.55	Peterson	Stroboclip HD	82.5
		Romeo Music	75	Each	\$52.00	Peterson	Stroboclip HD	82.3
		Woodwind & Brasswind, Inc.	75	Each	\$38.00	Peterson	Stroboclip HD	82.2
		Washington Music Center (Washington Music Sales Center, Inc)	75	Each	\$69.75	Peterson	Stroboclip HD	58.6
		Alamo Music Center	75	Each	\$67.00	Peterson	Stroboclip HD	37.8
b		Jim Melhart Piano & Organ Co (Melhart Music Center)	75	Each	\$11.00	Peterson	Stroboclip HD	

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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379	Table, Concert Trap with Stand; single-braced steel legs; hand-sized grips; large serrated rubber feet; Measures 16 inch x 22 inch of usable space; Covered in Soft Fabric Bound by Plastic Sides; Height Range of 33.5 inch to 45 inch				Ludwig or Approved Equal	LE-1378	
	Woodwind & Brasswind, Inc.	1	Each	\$174.00	Ludwig	LE-1378	84.3
	Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$153.47	Ludwig	LE-1378	82.5
	Steve Weiss Music	1	Each	\$379.00	Ludwig	LE-1378	66.2
	Alamo Music Center	1	Each	\$157.00	Ludwig	LE-1378	58.1
	Jim Melhart Piano & Organ Co (Melhart Music Center)	1	Each	\$197.00	Ludwig	LE-1378	49.2

380	Table, Percussion; 26 inch x 20 inch; Rubber Padded Surface; Two Height Adjustable, Tiered Cross Bars; 24 Possible Mounting Locations for use with 3/8 inch Diameter Mounting Rods; Includes six 3/8 Inch Diameter Rods, Three Triangle Hooks, Nylon Carrying Bag; 22 inch x 19 inch assembled and 26 inch W x 20 inch H x 3 inch D Disassembled				Latin Percussion or Approved Equal	LP760A				
	Sweetwater Sound, LLC				1	Each	\$340.00	Latin Percussion	LP760A	87.6
	Steve Weiss Music				1	Each	\$279.00	Latin Percussion	LP760A	86.0
	Woodwind & Brasswind, Inc.				1	Each	\$287.00	Latin Percussion	LP760A	84.0
	Music & Arts (Guitar Center DBA Music & Arts)				1	Each	\$251.44	Latin Percussion	LP760A	82.5
	Jim Melhart Piano & Organ Co (Melhart Music Center)				1	Each	\$289.00	Latin Percussion	LP760A	52.8
	Alamo Music Center				1	Each	\$358.00	Latin Percussion	LP760A	47.1

381	Table, Trap; Universal; 18 inch x 24 inch; Top Lined with Soft Black Felt; Height Range 26.5 inch to 43 inch				Pearl or Approved Equal	PTT-1824	
	Sweetwater Sound, LLC	4	Each	\$145.00	Pearl	PTT-1824	93.6
	Steve Weiss Music	4	Each	\$129.00	Pearl	PTT-1824	90.0
	Woodwind & Brasswind, Inc.	4	Each	\$176.00	Pearl	PTT-1824	78.3
	The String and Horn Shop	4	Each	\$149.00	Pearl	PTT-1824	50.6
	Alamo Music Center	4	Each	\$158.00	Pearl	PTT-1824	51.7

382	Cabinet, Folio, Mobile; Four Column; Constructed of 3/4 inch Industrial Grade Composite Wood; Shelves are 1/8 inch thick Tempered Hardboard; Shelves are 14 1/4 inch W x 14 1/2 inch D; Aluminum with Black Powder Coat Shelf Supports; Four 3 inch Swivel Casters (two locking); 1 1/2 inch Shelf Spacing (112 Shelves); Number Strips; Color: Maple; Dimensions: 51 3/4 inch W x 17 5/8 inch D x 50 7/8 inch H					Melhart or Approved Equal	CMFC-100-Ma	
	NO BID							

383	Cabinet, Folio, Mobile; Three Column; Constructed of 3/4 inch Industrial Grade Composite Wood; Shelves are 1/8 inch thick Tempered Hardboard; Shelves are 14 1/4 inch W x 14 1/2 inch D; Aluminum with Black Powder Coat Shelf Supports; Four 3 inch Swivel Casters (two locking); 2 inch Shelf Spacing (63 Shelves); Number Strips; Dimensions: 47 3/4 inch W x 17 5/8 inch D x 50 7/8 inch H; Maple Finish							
	NO BID							

384	Cabinet, Deluxe Percussion Workstation; 48 inch x 24 inch Worktop; Padded Top; Four Heavy Duty Casters; Four Foam-Lined Drawers; Lower Compartment for Parade and Snare Drums; Shelves hold Largest Standard Size Cymbals; Lockable Doors; Includes Cymbal Cradle, Suspended Cymbal Holder, Pop-Up Music Desk; Maple Finish					Melhart or Approved Equal	PCC	
	NO BID							

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
385	Library System 6 shelf unit, Constructed of 3/4 inch industrial grade composite wood with polyester laminate finish; shelves are reinforced with an aluminum extrusion that includes a slot with vinyl material for labeling with dry-erase markers; frame is 16 gauge, 1 inch square tubular steel, painted black; Four 8 inch casters; four adjustable shelves, two fixed; shelves have 12 inch x 34 1/2 inch x 10 1/2 inch of available space; Overall Closed Dimensions: 16 inch wide x 44 inch deep x 82 inch high; Maple Finish					Melhart or Approved Equal	MS6-Ma	
	NO BID							
386	Library System 6 shelf unit End Cover; Maple Finish					Melhart or Approved Equal	SP6	
	NO BID							
387	Music Stand Carts; 8 inch wheels; 5 inch casters; 275 inch x 68 inch fully loaded - NO AWARD					Melhart or Approved Equal	LMSC20S	
	a	McCormick's Group, LLC (Slabaugh) - Alternate	12	Each	\$594.99	Pyle	Double Decker Music Stand Carts, Item #8120100	
	b	McCormick's Group, LLC (Slabaugh) - Withdrew bid in error	12	Each	\$594.99	Melhart or Approved Equal	LMSC20S	
388	Chair Move and Store Cart; Steel Construction; Casters; Holds 18 Student Chairs					Melhart or Approved Equal	MCC	
	NO BID							
389	Uniform and Hat mover; Holds 48 uniforms and hat boxes; Shelves Accommodate plastic hat boxes up to 12 inch wide x 12 inch deep x 10 inch tall; Notches in the hanger bars; 5 inch rubber casters; Overall Size 96 inch x 28 inch x 74 inch					Melhart or Approved Equal	48U48HMR	
	NO BID							
390	Rack, Garment; 14 Gauge Steel Bottom Shelf; 16 Gauge Steel Top Shelf; Black Powder Coat Paint; Two All Swivel and Two Rigid Non Marking Casters; 11 Gauge 1 1/4 inch Hanger Bar; 13 Gauge 1 1/2 inch Round Tubing Uprights; Fits Through Standard 32 inch Door; 6 foot Model					Wenger or Approved Equal	028B002	
	a	Wenger Corporation	8	Each	\$1,901.00	Wenger or Approved Equal	028B002	83.0
		Wenger Corporation - Alternate	8	Each	\$1,519.00	Wenger	028B002	
391	Throne, Drum; Round Foam Padded Vinyl Seat; Double Braced; Adjusts from 20 inches to 28 inches high					Gibraltar or Approved Equal	9608	
		Sweetwater Sound, LLC	1	Each	\$118.00	Gibraltar	9608	90.1
		Music & Arts (Guitar Center DBA Music & Arts)	1	Each	\$94.59	Gibraltar	9608	82.5
		The String and Horn Shop	1	Each	\$149.00	Gibraltar	9608	41.4
392	Stool, Bass; Swivel Seat, 2 Foot Rings; 29 inch High; Black Seat					Roc-N-Soc or Approved Equal	TR O-K	
		The String and Horn Shop	8	Each	\$158.00	Roc-N-Soc	TR O-K	56.0
393	Chair, Cellist; Cushioned Seat and Back covered in 100% Polypropylene Fabric; Black Powder-Coat Frame; 18 1/2 inch Height; Black Seat and Back; Seat Tilted Forward 1.3 degrees; 16 Gauge 7/8 inch Square Tube Frame; Floor Guides					Melhart or Approved Equal	SRPCC	
	NO BID							
394	Chair, Student posture; Polypropylene Seat and Back; Chair Glides; 16 Gauge, Square-Tube Framing and 14 Gauge Rear Crossmember; 18 1/2 Inch					Melhart or Approved Equal	SRBOC18.5	
	NO BID							

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
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395	Chair, Conductor; Cushioned Seat; Swivels 170; Locks in Position; Pneumatic Height Adjustment for Seat and Footrest; 5 Leg Design; Black					Wenger or Approved Equal	157F091	
	Wenger Corporation - Alternate		2	Each	\$958.45	Wenger	157F091	83.0
	Wenger Corporation		2	Each	\$3,040.45	Wenger	157F091	55.6

396	Podium, Double Conductor; One Piece Steel Framework; Black Sides; Built-In Wheels; Base Podium 43 inch W x 38 inch D x 6 inch H; Upper Podium 32 inch W x 38 inch D x 6 inch H; Upper Podium Locks Securely onto Bas Podium; Detachable Safety Rail; Grey Carpeted Surface					Wenger or Approved Equal	1110302	
	Wenger Corporation - Alternate		3	Each	\$1,667.60	Wenger	110302	83.0
	Wenger Corporation		3	Each	\$3,582.60	Wenger	1110302	61.6

397	Conductor System, High-Pressure Laminate Desk in Graphite Finish; 27 inch w x 20 inch d; Dual Lock Desk Rotates and Locks into Position; Desk Tilts From Flat to Vertical; Adjustable Height form 30 inches to 48 inches; Cast Iron Base with Wheels(price includes installation and inside delivery to designated room at campus)					Wenger or Approved Equal	236C011	
	Wenger Corporation - Alternate		4	Each	\$869.50	Wenger	236C011	83.0
	Wenger Corporation		4	Each	\$3,032.50	Wenger	236C011	

398	Conductor System: Chair, Stand, Double Podiums					Melhart or Approved Equal	MCPS-B	
	NO BID							

399	Podium (Drum Major); 36 inch x 32 inch Aluminum Platform; Non-Skid Tape and Raised Ribs on Steps & Platform; 52 inch high; Rigid, Will not Wobble; Two Casters; Constructed of 5 Aluminum Extrusions - DO NOT AWARD					Melhart or Approved Equal	DMP54	
a	McCormick's Group, LLC (Slabaugh)		1	Each	\$1,049.99	Jarvis	Jarvis Standard 52" Podium, Item #8008200	
b	McCormick's Group, LLC (Slabaugh)		1	Each	\$1,049.99	Melhart or Approved Equal	DMP54	

400	Podium (Drum Major); Scissor Lift; 44 inch x 72 inch x 6 foot Aluminum Platform; Built In Pneumatic Cylinders; Ladd Stow Away on Platform; 10 inch Lockable Roll Wheels; Hand or ATV Pulled with Tongue; Mechanical Locks; Can be Used as a Wagon When Closed; No External Power Required - DO NOT AWARD					Melhart or Approved Equal	DMP72A	
a	McCormick's Group, LLC (Slabaugh)		1	Each	\$5,684.99	Jarvis	Jarvis Scissor Lift Podium, Item #8008450	
b	McCormick's Group, LLC (Slabaugh)		1	Each	\$5,684.99	Melhart or Approved Equal	DMP72A	

401	Podium (Drum Major) 6 foot; 4 foot x 6 foot platform; maximum load Capacity of 550 lbs; welded construction; removable front and back rails; ladder on each side; collapsable; steel hinges; 8 inch pneumatic tires; silver					DSI or Approved Equal	PD70	
	American Band Accessories (American Band Accessories LLC)		1	Each	\$3,236.00	DSI	PD70	73.5
a	McCormick's Group, LLC (Slabaugh) - Alternate		1	Each	\$1,644.99	Jarvis	Jarvis Podium - 72", Item #8008400	
b	McCormick's Group, LLC (Slabaugh)		1	Each	\$1,644.99	DSI	PD70	

402	Podium Transport Package. Includes four 10 inch No-Flat Solid Rubber wheels, 2 swivel with brakes; 2 stationary; Silver (for use with DSI PD70 podium)					DSI or Approved Equal	PDACPDWS	
	American Band Accessories (American Band Accessories LLC)		1	Each	\$938.00	DSI	PDACPDWS	73.5

167

403	Music Stand; Height Adjustments from 28 inches to 50 inches; Desk size 20 inches W x 12-7/8 inches H					Manhasset or Approved Equal	M48	
-----	--	--	--	--	--	-----------------------------	-----	--

		Supplier	QTY	UOM	Unit Price	Manufacturer	Manufacturer #	TOTAL EVALUATION SCORE
		Music & Arts (Guitar Center DBA Music & Arts)	299	Each	\$29.54	Manhasset	M48	82.5
		Sweetwater Sound, LLC	299	Each	\$49.00	Manhasset	M48	82.1
		The String and Horn Shop	299	Each	\$41.00	Manhasset	M48	44.8
		West Music	299	Each	\$48.00	Manhasset	M48	65.1

404	Rack, Tuba/Sousaphone; 4 Unit Size; Adjustable; Adjustable Padded Steel Cradles; Constructed of 3/4 inch Industrial Grade Composite Wood; 14 Gauge Tubular Steel Top Cross Member; 4 Swivel Casters; Locking Mechanisms on Two Wheels; PVC Covered Bottom Supports: Maple Finish	Melhart or Approved Equal	STRA-MA	
	NO BID			

405	Rack, Cello; Closed Ends; Spacing for Instruments Half-Size and Up; Lower Cross Supports Constructed of Plywood, Laminated with PVC Edging; 2 1/2 inch Swivel Casters with 2 Front Casters Locking; Brass Bow Hooks; 6 Unit Rack; 73 1/8 inch W x 24 inch D x 47 inch H; Maple Finish	Melhart or Approved Equal	C6SR-Ma	
	NO BID			

406	Rack, String Bass; Closed Ends; Spacing for Instruments Half-Size and Up; Lower Cross Supports Constructed of Plywood, Laminated with PVC Edging; 2 1/2 inch Swivel Casters with 2 Front Casters Locking; 4 Unit Rack; 81 1/8 inch W x 26 inch D x 61 inch H; Maple Finish	Melhart or Approved Equal	B4SR-Ma	
	NO BID			

Disqualification Key

- a Does not meet specifications*
b Vendor Withdrew Bid

Consider Award of CSP# 22-11-02 Maintenance, Repair, and Operations Job Order Contract Program: Water Well Service & Replacement

Recommendation:

That the Conroe Independent School District Board of Trustees consider awarding CSP# 22-11-02 Maintenance, Repair, and Operations Job Order Contract Program: Water Well Service & Replacement to the following vendors for an estimated annual expenditure of \$60,000, and authorize the Superintendent to execute the necessary contract documents as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools:

Recommended Vendors

O'Day Drilling Company, Inc.

GC Electric

Texas Operations & Professional Services

Explanation:

Competitive sealed proposals pertaining to the District's Maintenance, Repair, and Operations Job Order Contract Program for Water Well Service & Replacement were released in conjunction with the Gordian Group, who was approved by the Board in April 2016 to assist with District's Job Order Contract program. The bid proposal was emailed to registered vendors through the District's electronic eBidding system and also advertised two times in *The Courier*. A pre-proposal meeting was hosted by the District and The Gordian Group approximately two weeks after the release of the bid. Vendors were asked to bid their adjustment factors based on the Gordian Group Maintenance, Repair, and Operations Task Catalog, which contains maintenance, repair, and operations tasks with preset Unit Prices on various water well services. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. Adjustment factor pricing will remain firm through February 28, 2024, renewing annually with four optional one year terms through February 28, 2028.

Proposals were evaluated by the Maintenance Department and reviewed by the Purchasing Department. Best Value offers are recommended for award as noted on the attached tabulation sheet. Funds are provided in the General Fund.

Policy Reference: Legal and Local Board Policies CV, CVF Legal

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement Services

CSP#22-11-02 Maintenance, Repair, and Operations Job Order Contract Program: Water Well Service & Replacement

Consistent with the selection criteria described in Section 44.031(b) of the Texas Education Code and Chapter 2269, Subchapter F of the Texas Government Code, the Conroe Independent School District will apply the following selection criteria for use in this selection process:

- A. The Award Criteria Figure based on the bid Adjustment Factors;
- B. The proposer's experience and reputation;
- C. The proposer's safety record;
- D. Whether the proposer's financial capability is appropriate to the size and scope of the Contract;
- E. The proposer's proposed personnel;
- F. The proposer's prior experience in executing construction work for Conroe ISD;

EVALUATION

POINTS

The bid proposals shall be evaluated based on the following scale:

Proposal Form	Description	Points
A	Award Criteria Figure	30
B	Experience and Reputation	20
C	Safety Record	10
D	Financial Capability	10
E	Personnel	20
F	Prior Experience with Conroe ISD	10
Total Points		100

**CSP# 22-11-02 - Maintenance, Repair, & Operations Job Order Contract Program:
Water Well Service & Replacement**

Supplier	Rank	Score	Award Criteria Figure	Experience and Reputation	Safety Record	Financial Capability	Proposed Personnel	Prior Experience with Conroe ISD
		100						
O'Day Drilling Co Inc	1	90.67	28	19	9	8	18	9
GC Electric	2	89.33	30	18	7	8	17	9
Texas Operations & Professional Services	3	85.00	29	18	5	5	19	9

Overall Adjustment Factor				
	Supplier	QTY	UOM	Factor
	GC Electric	1	Adj. Ftr.	1.2538
	Texas Operations & Professional Services (Tejas Environmental Enterprises, LLC)	1	Adj. Ftr.	1.3000
	O'Day Drilling Co Inc	1	Adj. Ftr.	1.3900
1.1	Adjustment Factor for Normal Working Hours			
	Supplier	QTY	UOM	Factor
	Texas Operations & Professional Services (Tejas Environmental Enterprises, LLC)	0.3	Adj. Ftr.	1.0000
	GC Electric	0.3	Adj. Ftr.	1.2463
	O'Day Drilling Co Inc	0.3	Adj. Ftr.	1.3000
1.2	Adjustment Factor for Other Than Normal Working Hours			
	Supplier	QTY	UOM	Factor
	GC Electric	0.6	Adj. Ftr.	1.2588
	O'Day Drilling Co Inc	0.6	Adj. Ftr.	1.4500
	Texas Operations & Professional Services (Tejas Environmental Enterprises, LLC)	0.6	Adj. Ftr.	1.5000
1.3	Adjustment Factor for Non Pre-priced Tasks			
	Supplier	QTY	UOM	Factor
	Texas Operations & Professional Services (Tejas Environmental Enterprises, LLC)	0.1	Adj. Ftr.	1.0000
	GC Electric	0.1	Adj. Ftr.	1.2463
	O'Day Drilling Co Inc	0.1	Adj. Ftr.	1.3000

Consider Award of CSP #22-11-03 Maintenance, Repair, and Operations Job Order Contract Program: Generator Service & Replacement

Recommendation:

That the Conroe Independent School District Board of Trustees consider awarding **CSP #22-11-03 Maintenance, Repair, and Operations Job Order Contract Program: Generator Service & Replacement** to the following vendors for an estimated annual expenditure of \$150,000, and authorize the Superintendent to execute the necessary contract documents as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools:

Recommended Vendors

GC Electric

Generator & Controls Service, LLC

Explanation:

Competitive sealed proposals pertaining to the District's Maintenance, Repair, and Operations Job Order Contract Program for Generator Service & Replacement were released in conjunction with the Gordian Group, who was approved by the Board in April 2016 to assist with District's Job Order Contract program. The bid proposal was emailed to registered vendors through the District's electronic eBidding system and also advertised two times in *The Courier*. A pre-proposal meeting was hosted by the District and The Gordian Group approximately two weeks after the release of the bid. Vendors were asked to bid their adjustment factors based on the Gordian Group Maintenance, Repair, and Operations Task Catalog, which contains maintenance, repair, and operations tasks with preset Unit Prices on various generator services & replacement. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. Adjustment factor pricing will remain firm through February 28, 2024, renewing annually with four optional one year terms through February 28, 2028.

Proposals were evaluated by the Maintenance Department and reviewed by the Purchasing Department. Best Value offers are recommended for award as noted on the attached tabulation sheet. Funds are provided in the General Fund.

Policy Reference: Legal and Local Board Policies CV, CVF Legal

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Mr. Darrin Rice
Chief Financial Officer

Mr. Rick Reeves
Director of Procurement Services

**CSP#22-11-03 Maintenance, Repair, and Operations Job Order Contract Program:
Generator Service & Replacement**

Consistent with the selection criteria described in Section 44.031(b) of the Texas Education Code and Chapter 2269, Subchapter F of the Texas Government Code, the Conroe Independent School District will apply the following selection criteria for use in this selection process:

- A. The Award Criteria Figure based on the bid Adjustment Factors;
- B. The proposer's experience and reputation;
- C. The proposer's safety record;
- D. Whether the proposer's financial capability is appropriate to the size and scope of the Contract;
- E. The proposer's proposed personnel;
- F. The proposer's prior experience in executing construction work for Conroe ISD;

EVALUATION

POINTS

The bid proposals shall be evaluated based on the following scale:

Proposal Form	Description	Points
A	Award Criteria Figure	30
B	Experience and Reputation	20
C	Safety Record	10
D	Financial Capability	10
E	Personnel	20
F	Prior Experience with Conroe ISD	10
Total Points		100

CSP# 22-11-03 - Maintenance, Repair, & Operations Job Order Contract Program: Generator Service & Replacement

Supplier	Rank Score		Award Criteria Figure	Experience and Reputation	Safety Record	Financial Capability	Proposed Personnel	Prior Experience with Conroe ISD
		100						
GC Electric	1	88.83	30	18	7	8	17	9
Generator & Controls Service, LLC	2	87.50	26	18	9	8	18	9

Overall Adjustment Factor				
	Supplier	QTY	UOM	Factor
	GC Electric	1	Adj. Ftr.	1.2538
	Generator & Controls Service, LLC	1	Adj. Ftr.	1.4520
1.1	Adjustment Factor for Normal Working Hours			
	Supplier	QTY	UOM	Factor
	GC Electric	0.3	Adj. Ftr.	1.2463
	Generator & Controls Service, LLC	0.3	Adj. Ftr.	1.3500
1.2	Adjustment Factor for Other Than Normal Working Hours			
	Supplier	QTY	UOM	Factor
	GC Electric	0.6	Adj. Ftr.	1.2588
	Generator & Controls Service, LLC	0.6	Adj. Ftr.	1.5200
1.3	Adjustment Factor for Non Pre-priced Tasks			
	Supplier	QTY	UOM	Factor
	GC Electric	0.1	Adj. Ftr.	1.2463
	Generator & Controls Service, LLC	0.1	Adj. Ftr.	1.3500

February 21, 2023

**Consider Approval of RGV Mariachi Warehouse for the Purchase of
Mariachi Uniforms and Authorize the Superintendent to Negotiate and
Execute any Documents Necessary to Effectuate Purchases**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the selection of RGV Mariachi Warehouse for an estimated expenditure of no more than \$70,000.00, and authorize the Superintendent to negotiate and execute any documents necessary to effectuate the purchases as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

RGV Mariachi Warehouse is a supplier of instruments, strings, and uniforms specifically for Mariachi programs. The approval of this vendor will allow the district's high school Mariachi programs to purchase needed supplies and uniforms that are not available from current awarded vendors. Funding will be provided from the General Fund.

Texas Education Code Section 44.031(a) requires that contracts for the purchase of certain goods and services valued at \$50,000 or more in the aggregate for each 12-month period, be made by the method that provides the best value for the District. Local Board Policy CH *Purchasing and Acquisition*, delegates to the superintendent the authority to determine the method of purchase.

The Board retains the authority to approve purchases for which the cost or aggregate cost is \$50,000 or more to a single vendor over the course of the fiscal year. Procuring these services through the District's interlocal agreement with the Central Texas Purchasing Alliance cooperative, using San Antonio ISD's contract #IFB 18-021(RC) for Areas in Fine Arts: Musical, Electronic, Art & Theatre, who selected vendors through the competitive proposal process, was determined to be the method of purchase that provided the best value for the District.

The Board is asked to approve the use of this vendor and to give the Superintendent the authority to authorize payment to the vendor of up to \$70,000.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement Services

Miguel Galvan
RGV Mariachi Warehouse
2917 Linva Ave.
Edinburg, TX 78541



CONROE
INDEPENDENT
SCHOOL DISTRICT

**RE: ADOPTION OF AN AWARDED CONTRACT THROUGH THE CENTRAL TEXAS
PURCHASING ALLIANCE ("CTPA")**

Dear Mr. Galvan,

The Conroe Independent School District ("Conroe ISD"), as a member in good standing of the Central Texas Purchasing Alliance ("CTPA"), and in accordance with Section 791.001 of the Texas Government Code, hereby requests authorization to purchase goods and/or services from RGV Mariachi Warehouse ("Contractor") under the terms and conditions of the following contract ("Contract"):

- Contracting CTPA District: San Antonio Independent School District
- Contract Number: IFB 18-021(RC)
- Contract Title: Areas in Fin Arts: Musical, Electronic, Art & Theatre
- Initial Contract Start Date: May 21, 2018
- Initial Contract End Date: May 21, 2020
- Allowable Renewal Options: May 21, 2023

By adopting this Contract from the CTPA member school district that awarded the Contract ("Contracting CTPA District"), Conroe ISD has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies.

By signing below, Contractor agrees to honor the same or better contract pricing and terms and conditions of the Contract established between Contractor and the Contracting CTPA District to Conroe ISD. In addition, Contractor acknowledges that Conroe ISD is not obligated to purchase Contractor's goods or services, yet Conroe ISD may, at its sole discretion, choose to participate in the Contract by issuing orders to Contractor in accordance with Conroe ISD's purchasing procedures. Contractor also agrees that Conroe ISD shall be solely responsible for the management of the adopted Contract and all payments associated with orders originated by Conroe ISD; the Contracting CTPA District shall have no responsibilities for any purchases or other transactions originated by Conroe ISD.

Sincerely,

Rick Reeves
Director of Purchasing
936-709-7798
rreeves@conroeisd.net

CONTRACTOR ACCEPTANCE:

Authorized Signatory

Miguel Galvan

Printed Name

Owner

Title

2/06/23

Date

Receive Financial Reports

Recommendation:

That the Conroe Independent School District Board of Trustees accept the attached year-to-date financial reports for information as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Each month we provide you with copies of various year-to-date financial reports for your perusal and filing.

Policy Reference: Legal and Local Board Policy CFA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Karen Garza
Director of Finance

CONROE INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
JANUARY 31, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
ASSETS				
Cash and Investments	\$ 393,281,377	\$ 134,529,181	\$ 15,166,290	\$ 7,951,941
Property Taxes	89,588,611	26,914,944	-	-
Allowance for Uncollectible Taxes	(1,533,889)	(304,601)	-	-
Due From Other Governments	-	-	2,228,512	-
Accrued Interest	5,164	-	-	-
Due From Other Funds	-	-	-	-
Sundry Receivables	913,856	-	250	128,479
Inventories, at Cost	3,780,320	-	1,131,146	-
Total Assets	\$ 486,035,439	\$ 161,139,524	\$ 18,526,198	\$ 8,080,420
LIABILITIES				
Accounts Payable	\$ 376,163	\$ -	\$ 397,706	\$ 3,829,674
Payroll Deductions and Withholdings Payable	3,738,957	-	-	-
Due to Other Funds	5,000	-	-	-
Due to Other Governments	-	-	-	-
Deferred Revenue	88,146,798	26,394,571	810,187	-
Total Liabilities	92,266,918	26,394,571	1,207,893	3,829,674
FUND BALANCES				
Nonspendable:				
Inventory	3,780,320	-	1,131,146	-
Restricted for:				
Food Service Operations	-	-	16,187,159	-
Debt Service	-	134,744,953	-	-
Committed:	-	-	-	4,250,746
Assigned:	13,739,797	-	-	-
Unassigned:	376,248,404	-	-	-
Total Fund Balances	393,768,521	134,744,953	17,318,305	4,250,746
Total Liabilities and Fund Balances	\$ 486,035,439	\$ 161,139,524	\$ 18,526,198	\$ 8,080,420

CONROE INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
FOR THE MONTH ENDED JANUARY 31, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
REVENUES				
Local and Intermediate Sources	\$ 319,658,404	\$ 111,291,899	\$ 4,817,318	\$ 22,313,662
State Program Revenues	88,954,715	4,061,097	-	-
Federal Program Revenues	1,075,752	-	10,079,344	-
Total Revenues	409,688,871	115,352,996	14,896,662	22,313,662
EXPENDITURES				
Current:				
Instruction	117,722,548	-	-	-
Instructional Resources & Media Service	1,990,801	-	-	-
Curriculum & Instructional Staff Development	2,837,799	-	-	-
Instructional Administration	2,158,407	-	-	-
School Administration	11,971,650	-	-	-
Guidance and Counseling	7,023,263	-	-	-
Social Work Services	275,552	-	-	-
Health Services	235,986	-	-	-
Student (Pupil) Transportation	11,730,837	-	-	-
Food Services	-	-	10,253,986	-
Cocurricular/Extracurricular Activities	5,289,821	-	-	-
General Administration	4,082,078	-	-	24,285,275
Plant Maintenance and Operations	24,252,518	-	68,620	-
Security and Monitoring Services	2,826,690	-	-	-
Data Processing Services	3,597,336	-	-	-
Community Services	340	-	-	-
Debt Service	-	6,000	-	-
Facilities Acquisition and Construction	138,142	-	-	-
Other Intergovernmental Charges	1,928,208	-	-	-
Total Expenditures	198,061,976	6,000	10,322,606	24,285,275
Excess of Revenues Over (Under) Expenditures	211,626,895	115,346,996	4,574,056	(1,971,613)
OTHER FINANCING SOURCES AND (USES)				
Refunding Bonds Issued	-	-	-	-
Premium or Discount on Issuance of Bonds	-	-	-	-
Capital-Related Debt Issuance	-	-	-	-
Other (Uses), Sources	-	-	-	-
Payment to Bond Refunding Escrow Agent	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balances	211,626,895	115,346,996	4,574,056	(1,971,613)
Fund Balance - Beginning	182,141,626	19,397,957	12,744,249	6,222,359
Fund Balance - Ending	\$ 393,768,521	\$ 134,744,953	\$ 17,318,305	\$ 4,250,746

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Conroe Independent School District
 Projected Annual Revenues, Expenditures and Fund Balance
 General Funds, Debt Service, and Child Nutrition
 Projected to August 31, 2023

	General Fund			Debt Service			Child Nutrition		
	Amended Budget	Projected To 8-31-23	Variance	Amended Budget	Projected To 8-31-23	Variance	Amended Budget	Projected To 8-31-23	Variance
Revenues									
5700 Local Revenues	\$ 453,025,047	\$ 455,443,677	\$ 2,418,630	\$ 135,550,381	\$ 133,189,373	\$ (2,361,008)	\$ 4,281,777	\$ 7,690,785	\$ 3,409,008
5800 State Revenues	170,374,314	174,983,189	4,608,875	1,473,226	3,195,391	1,722,165	-	100,000	100,000
5900 Federal Revenues	4,250,002	9,591,329	5,341,327	-	-	-	19,718,223	21,390,397	1,672,174
Total Revenues	627,649,363	640,018,195	12,368,832	137,023,607	136,384,764	(638,843)	24,000,000	29,181,182	5,181,182
Expenditures									
6100 Payroll	560,958,282	566,360,743	(5,402,461)	-	-	-	9,430,000	9,789,739	(359,739)
6200 Contracted Services	37,433,740	33,690,366	3,743,374	-	-	-	2,341,007	2,403,933	(62,926)
6300 Supplies	24,568,293	20,883,049	3,685,244	-	-	-	14,142,420	16,045,704	(1,903,284)
6400 Other Operating	9,372,993	8,154,504	1,218,489	-	-	-	40,000	38,584	1,416
6500 Debt Service	-	-	-	130,166,253	133,725,185	(3,558,932)	-	-	-
6600 Capital Outlay	3,241,156	6,241,156	(3,000,000)	-	-	-	691,374	658,833	32,541
Total Expenditures	635,574,464	635,329,818	244,646	130,166,253	133,725,185	(3,558,932)	26,644,801	28,936,793	(2,291,992)
Other Financing Sources (uses)									
4999 Other Resources (uses)	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	(7,925,101)	4,688,377	12,613,478	6,857,354	2,659,579	(4,197,775)	(2,644,801)	244,389	2,889,190
Fund Balance September 1	181,095,089	182,141,626	1,046,537	17,694,374	19,397,957	1,703,583	12,744,249	12,744,249	-
Fund Balance August 31	\$ 173,169,988	\$ 186,830,003	\$ 13,660,015	\$ 24,551,728	\$ 22,057,536	\$ (2,494,192)	\$ 10,099,448	\$ 12,988,638	\$ 2,889,190

* Projected

**CONROE INDEPENDENT SCHOOL DISTRICT
SUMMARY
TAX COLLECTIONS AND COMPARISONS
January 2023**

	Monthly Collections	2022-23 Year-to-Date	2022-23 Percent Collected	2021-22 Year-to-Date	2021-22 Percent Collected	Year to Date Inc./(Dec.)
Re-certified Tax Levy		581,094,058		507,037,499		
Current Collections	202,836,678.94	464,956,745.44	80.014%	420,542,451.49	82.941%	-2.9271%
Delinquent Collections	389,552.91	1,257,108.27		1,540,821.25		
Penalty & Interest	112,834.02	433,137.99		504,588.70		
Total	<u>203,339,065.87</u>	<u>466,646,991.70</u>	80.3049%	<u>422,587,861.44</u>	83.3445%	-3.0396%

**Self-Funded Health Insurance
Conroe ISD Self-Funded Health Insurance Fund
2022-2023**

	<u>September 22</u>	<u>October 22</u>	<u>November 22</u>	<u>December 22</u>	<u>January 23</u>	<u>Total 2022-2023</u>	<u>Average 2022-2023</u>
Revenues							
Premiums:							
District	\$ 2,642,550	\$ 2,661,282	\$ 2,653,254	\$ 2,654,592	\$ 2,659,498	\$13,271,176	\$ 2,654,235
Employee	1,689,329	1,764,396	1,788,669	1,740,013	1,790,285	8,772,692	1,754,538
Interest	12,478	19,804	23,835	37,606	32,140	125,863	25,173
Total Revenues	<u>4,344,357</u>	<u>4,445,482</u>	<u>4,465,758</u>	<u>4,432,211</u>	<u>4,481,923</u>	<u>22,169,731</u>	<u>4,433,946</u>
Expenses							
Claims	4,205,435	3,410,320	4,916,556	3,874,243	6,943,275	23,349,829	\$ 4,669,966
Pharmacy Rebate/Stop Loss	(246,839)	(311,699)	(844,435)	(1,490,649)	(349,875)	(3,243,497)	(648,699)
Admin/Stop Loss /Clinic	635,283	471,823	472,298	517,081	526,847	2,623,332	524,666
Total Expenses	<u>4,593,879</u>	<u>3,570,444</u>	<u>4,544,419</u>	<u>2,900,675</u>	<u>7,120,247</u>	<u>22,729,663</u>	<u>4,545,933</u>
Revenues Over (Under) Expenses	<u>\$ (249,521)</u>	<u>\$ 875,038</u>	<u>\$ (78,661)</u>	<u>\$ 1,531,536</u>	<u>\$ (2,638,324)</u>	<u>\$ (559,932)</u>	<u>\$ (111,986)</u>

Status of 2019 Bond Referendum & Capital Projects

As of 1/31/2023

Project Description	Original Bond Budget	Budget Adjustments	Adjusted Budget	Funds Expended & Encumbered	Estimate to Complete	Expected Completion	% Complete
NEW CAMPUSES & ADDITIONS							
Hope Elementary - 134	\$ 35,079,000	\$ (2,000,000)	\$ 33,079,000	\$ 32,469,328	\$ -	May-21	100.0%
Gordon-Reed Elementary - 135	37,184,000	(1,000,000)	36,184,000	35,083,651	-	May-22	100.0%
Hines Elem- Flex 22- 136	39,415,000	3,000,000	42,415,000	39,145,392	3,269,608	May-23	73.0%
Bartlett Elem Flex 23 - 137	39,415,000	-	39,415,000	1,618,500	37,796,500	May-24	9.0%
Conroe HS 9th Additions	11,385,000	-	11,385,000	10,097,707	-	May-22	100.0%
Moorhead JHS- 056	80,630,000	-	80,630,000	69,835,982	10,794,018	May-23	86.0%
Caney Creek HS Additions/Upgrades	8,936,000	-	8,936,000	8,268,263	667,737	May-23	76.0%
South County CTE at Oak Ridge	10,516,000	-	10,516,000	9,813,361	702,639	May-23	78.0%
The Woodlands CP Addition	9,864,000	(1,000,000)	8,864,000	9,150,526	-	Jul-21	100.0%
The Woodlands HS Addition	11,192,000	-	11,192,000	11,192,000	-	Jul-21	100.0%
York JHS Addition	15,500,000	2,000,000	17,500,000	17,297,765	-	Jul-21	100.0%
Collins PE Addition	6,000,000	-	6,000,000	5,561,388	438,612	Jul-23	65.0%
Runyan PE Addition	4,700,000	-	4,700,000	4,565,481	-	Dec-20	100.0%
Wilkerson PE Addition	6,000,000	-	6,000,000	5,253,227	-	Dec-21	100.0%
CAMPUS RENOVATIONS							
Conroe HS Renovation	144,247,000	17,000,000	161,247,000	144,083,592	17,163,408	Aug-25	53.0%
Oak Ridge HS Systems Overhaul	45,100,000	-	45,100,000	42,122,708	2,977,292	May-23	78.0%
Multi-Campus Renovations	49,900,000	-	49,900,000	36,377,885	13,522,115	Aug-24	61.0%
OTHER DISTRICT NEEDS							
Safety & Security	44,472,000	-	44,472,000	31,820,462	12,651,538	Dec-24	64.0%
Transportation Center	11,500,000	-	11,500,000	10,400,933	1,099,067	May-24	10.0%
Buses	8,500,000	-	8,500,000	8,442,500	57,500	Dec-24	99.3%
Technology	5,000,000	-	5,000,000	3,671,075	1,328,925	Dec-24	73.4%
Land Purchases	10,000,000	-	10,000,000	7,455,242	2,544,758	Dec-24	74.6%
Totals	\$ 634,535,000	\$ 18,000,000	\$ 652,535,000	\$ 543,726,968	\$ 105,493,717		
Contingency	19,035,000	(18,000,000)	1,035,000				
Grand Total	\$ 653,570,000		\$ 653,570,000				

School Bonds Authorized	\$653,570,000
School Bonds Sold	\$653,570,000
Balance to Sell	\$0

GASB 31 Compliance
Controle I.S.D.
Effective Interest - Actual Life
Receipts in Period
01/01/23 - 01/31/23

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Beginning Unit Price	Per Value On 01/01/23	Reported Value 01/01/23	Purchase Cost	Sales Proceeds	Ending Unit Price	Per Value On 01/31/23	Reported Value 01/31/23	Change in Fair Value	Interest	Net Investment Income
3130A1TE3	20-0012	FLHB 1.375 02/17/23	03/04/20	Open Fair Value	3.9231 FFI	3.9231 FFI	01/01/23	0.996351	2,070,000.00	2,065,446.57	0.00	0.00	0.00	0.998405	2,066,698.35	4,251.78	2,371.88	6,623.66
97712ZV52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open Fair Value	3.9231 FFI	3.9231 FFI	01/01/23	0.991211	2,000,000.00	1,965,422.00	0.00	0.00	0.00	0.983545	1,967,090.00	4,668.00	700.00	5,368.00
9394Z9R52	21-0003	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open Fair Value	5.7968 FFI	5.7968 FFI	01/01/23	0.990932	1,500,000.00	1,474,920.00	0.00	0.00	0.00	0.983672	1,479,696.00	4,776.00	2,143.33	4,883.33
34153ZJ00	21-0006	Florida St Bd Ed Pub Ed Taxatl 0.23 06/01/23	10/22/20	Open Fair Value	4.1108 FFI	4.1108 FFI	01/01/23	0.995280	1,500,000.00	1,474,920.00	0.00	0.00	0.00	0.986464	1,479,696.00	4,776.00	392.50	5,138.50
977765GJ7	21-0007	Illinois Collg Bd 0.369 11/15/23	10/15/20	Open Fair Value	4.2608 FFI	4.2608 FFI	01/01/23	0.985747	1,250,000.00	1,232,346.25	0.00	0.00	0.00	0.988021	1,235,026.25	2,680.00	1,816.67	4,496.67
66957JG22	21-0009	Will Cnty Ill Taxatl Bd 0.221 08/01/23	12/17/20	Open Fair Value	5.7078 FFI	5.7078 FFI	01/01/23	0.982740	1,000,000.00	992,740.00	0.00	0.00	0.00	0.987189	997,189.00	4,449.00	307.50	4,756.50
798180N65	21-0010	Treasury Note 0.375 01/15/24	01/19/21	Open Fair Value	3.5210 FFI	3.5210 FFI	01/01/23	0.979550	2,000,000.00	1,979,659.20	0.00	0.00	0.00	0.987227	1,980,000.00	2,600.00	184.17	2,784.17
91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	Open Fair Value	5.9333 FFI	5.9333 FFI	01/01/23	0.982550	1,000,000.00	998,232.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	242.93	8,643.96
91282CBV2	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	Open Fair Value	4.0010 FFI	4.0010 FFI	01/01/23	0.980421	1,000,000.00	998,489.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	542.93	7,683.93
446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	Open Fair Value	5.6822 FFI	5.6822 FFI	01/01/23	0.980421	1,000,000.00	998,489.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	542.93	7,683.93
362528AC9	21-0014	Goodyear Anz Excise Tax Rev T a 0.381 06/15/24	05/06/21	Open Fair Value	5.7930 FFI	5.7930 FFI	01/01/23	0.985186	800,000.00	776,788.80	0.00	0.00	0.00	0.987227	800,000.00	2,600.00	381.95	8,329.85
91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	Open Fair Value	4.5431 FFI	4.5431 FFI	01/01/23	0.985186	1,000,000.00	998,489.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	381.95	8,329.85
91282CCG4	21-0016	Treasury Note 0.25 06/15/24	07/01/21	Open Fair Value	5.7872 FFI	5.7872 FFI	01/01/23	0.985186	1,000,000.00	998,489.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	381.95	8,329.85
91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open Fair Value	5.3010 FFI	5.3010 FFI	01/01/23	0.985186	1,000,000.00	998,489.00	0.00	0.00	0.00	0.987227	1,000,000.00	2,600.00	381.95	8,329.85
91282CCV2	21-0018	Treasury Note 0.375 04/15/24	08/17/21	Open Fair Value	6.7228 FFI	6.7228 FFI	01/01/23	0.984219	2,300,000.00	2,148,710.70	0.00	0.00	0.00	0.983609	2,300,000.00	4,344.00	415.18	5,649.18
91282CCV2	21-0019	Treasury Note 0.375 08/15/24	10/20/21	Open Fair Value	9.8536 FFI	9.8536 FFI	01/01/23	0.984219	2,300,000.00	2,148,710.70	0.00	0.00	0.00	0.983609	2,300,000.00	4,344.00	415.18	5,649.18
3130A1TE3	22-0001	FLHB 0.51 06/20/24	09/30/21	Open Fair Value	6.6926 FFI	6.6926 FFI	01/01/23	0.970820	1,000,000.00	1,844,558.00	0.00	0.00	0.00	0.972383	1,847,527.70	2,969.70	3,627.23	17,346.23
91282CBV2	22-0002	Treasury Note 2.125 02/29/24	10/14/21	Open Fair Value	6.6926 FFI	6.6926 FFI	01/01/23	0.970820	1,000,000.00	1,844,558.00	0.00	0.00	0.00	0.972383	1,847,527.70	2,969.70	3,627.23	17,346.23
91282CBV2	22-0003	Treasury Note 0.625 10/15/24	10/19/21	Open Fair Value	7.1816 FFI	7.1816 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0004	Alabama Fed Aid Hwy Fm Auth F 0.689 09/01/24	11/05/21	Open Fair Value	5.2660 FFI	5.2660 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0005	Treasury Note 0.625 10/15/24	11/05/21	Open Fair Value	9.4262 FFI	9.4262 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0006	Treasury Note 0.625 10/15/24	11/05/21	Open Fair Value	7.1816 FFI	7.1816 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0007	Treasury Note 1.50 10/31/24	12/14/21	Open Fair Value	7.1816 FFI	7.1816 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0008	Treasury Note 1.50 10/31/24	01/11/22	Open Fair Value	7.1816 FFI	7.1816 FFI	01/01/23	0.933967	1,600,000.00	1,494,187.20	0.00	0.00	0.00	0.934563	1,600,000.00	3,705.00	8,937.60	9,789.25
91282CBV2	22-0009	Treasury Note 1.50 10/31/24	02/08/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0010	Treasury Note 1.50 10/31/24	03/14/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0011	Treasury Note 1.50 10/31/24	04/05/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0012	Treasury Note 1.50 10/31/24	05/05/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0013	Treasury Note 1.50 10/31/24	06/02/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0014	Treasury Note 1.50 10/31/24	07/01/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0015	Treasury Note 1.50 10/31/24	08/02/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0016	Treasury Note 1.50 10/31/24	09/02/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0017	Treasury Note 1.50 10/31/24	10/04/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0018	Treasury Note 1.50 10/31/24	11/04/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0019	Treasury Note 1.50 10/31/24	12/14/22	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0020	Treasury Note 1.50 10/31/24	01/11/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0021	Treasury Note 1.50 10/31/24	02/08/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0022	Treasury Note 1.50 10/31/24	03/14/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0023	Treasury Note 1.50 10/31/24	04/05/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0024	Treasury Note 1.50 10/31/24	05/05/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0025	Treasury Note 1.50 10/31/24	06/02/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0026	Treasury Note 1.50 10/31/24	07/01/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0027	Treasury Note 1.50 10/31/24	08/02/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0028	Treasury Note 1.50 10/31/24	09/02/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0029	Treasury Note 1.50 10/31/24	10/04/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0030	Treasury Note 1.50 10/31/24	11/04/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0031	Treasury Note 1.50 10/31/24	12/14/23	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.00	0.00	0.00	0.977852	1,591,236.80	6,992.00	85.00	9,077.80
91282CBV2	22-0032	Treasury Note 1.50 10/31/24	01/11/24	Open Fair Value	6.9637 FFI	6.9637 FFI	01/01/23	0.956523	1,600,000.00	1,591,236.80	0.							

Portfolio Position
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
01/01/23 - 01/31/23

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 01/01/23	Par Value On 01/31/23	Market Val On 01/01/23	Market Val On 01/31/23	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 01/01/23	Amor Value On 01/31/23	
1 - 199-GENERAL FUND	3130AFBC0	FHLB 3.25 09/13/24	03/04/22	Open	2,640,000.00	2,640,000.00	2,579,369.76	2,598,176.80	0.00	0.00	2,593,456.80	2,601,032.31	2,599,089.87	
	3130AJEY3	FHLB 3.75 05/01/23	10/04/22	Open	2,070,000.00	2,070,000.00	2,062,446.57	2,066,698.35	0.00	0.00	2,103,872.52	2,071,480.52	2,070,514.96	
	3130AP7G4	FHLB 0.51 08/20/24	10/20/21	Open	2,100,000.00	2,100,000.00	1,949,719.80	1,966,263.60	0.00	0.00	2,100,000.00	2,100,000.00	2,100,000.00	
	FHLS Total				6,810,000.00	6,810,000.00	6,591,536.13	6,621,138.75	0.00	0.00	6,797,328.32	6,770,570.39	6,771,547.27	
	199-Woodforest National Bank	AR-0047	Money Market	05/24/18	Open	1,003,696.03	1,003,758.41	1,003,696.03	1,003,758.41	0.00	0.00	30,000,000.00	1,003,696.03	1,003,758.41
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/15	Open	22,877,710.45	22,877,710.45	22,877,710.45	22,877,710.45	0.00	0.00	22,574,052.75	22,877,710.45	22,981,843.79
	199-Woodforest IntraFi Network	AR-0057	Money Market	09/01/22	Open	22,981,843.79	22,981,843.79	22,981,843.79	22,981,843.79	0.00	0.00	22,574,052.75	22,981,843.79	22,981,843.79
	Money Market Total				24,070,232.24	24,070,232.24	24,070,232.24	24,237,736.98	0.00	0.00	56,074,052.75	24,070,232.24	24,237,736.98	
	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	14,820,000.00	14,820,000.00	14,820,000.00	14,820,000.00	0.00	0.00	14,820,000.00	14,820,000.00	14,820,000.00
	34153QUAB0	21-0003	Florida St Bnd Pub Ed Taxabl 0.29 06/01/23	10/22/20	Open	184,206,065.93	184,206,065.93	184,206,065.93	184,206,065.93	0.00	0.00	184,206,065.93	184,206,065.93	184,206,065.93
2 - 511-DEBT SERVICE	3130AP7G4	FHLB 0.51 08/20/24	10/20/21	Open	2,100,000.00	2,100,000.00	1,949,719.80	1,966,263.60	0.00	0.00	2,100,000.00	2,100,000.00	2,100,000.00	
	FHLS Total				6,810,000.00	6,810,000.00	6,591,536.13	6,621,138.75	0.00	0.00	6,797,328.32	6,770,570.39	6,771,547.27	
	199-Woodforest National Bank	AR-0047	Money Market	05/24/18	Open	1,003,696.03	1,003,758.41	1,003,696.03	1,003,758.41	0.00	0.00	30,000,000.00	1,003,696.03	1,003,758.41
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/15	Open	22,877,710.45	22,877,710.45	22,877,710.45	22,877,710.45	0.00	0.00	3,500,000.00	177,710.45	252,136.78
	199-Woodforest IntraFi Network	AR-0057	Money Market	09/01/22	Open	22,981,843.79	22,981,843.79	22,981,843.79	22,981,843.79	0.00	0.00	22,574,052.75	22,981,843.79	22,981,843.79
	Money Market Total				24,070,232.24	24,070,232.24	24,070,232.24	24,237,736.98	0.00	0.00	56,074,052.75	24,070,232.24	24,237,736.98	
	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	14,820,000.00	14,820,000.00	14,820,000.00	14,820,000.00	0.00	0.00	14,820,000.00	14,820,000.00	14,820,000.00
	34153QUAB0	21-0003	Florida St Bnd Pub Ed Taxabl 0.29 06/01/23	10/22/20	Open	184,206,065.93	184,206,065.93	184,206,065.93	184,206,065.93	0.00	0.00	184,206,065.93	184,206,065.93	184,206,065.93
	32529AC9	21-0014	Goodyear Airz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	Open	5,066,570.12	5,066,570.12	5,066,570.12	5,066,570.12	0.00	0.00	5,066,570.12	5,066,570.12	5,066,570.12
	449201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	Open	890,915.50	890,915.50	890,915.50	890,915.50	0.00	0.00	1,000,000.00	894,730.00	894,730.00
3 - 6392 - Capital Projects	467488KT8	Jackson City Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	1,232,346.25	1,232,346.25	1,232,346.25	1,232,346.25	0.00	0.00	1,232,346.25	1,232,346.25	1,232,346.25	
	677765GU7	Ohione Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	1,900,000.00	1,900,000.00	1,900,000.00	1,900,000.00	0.00	0.00	1,900,000.00	1,900,000.00	1,900,000.00	
	686033CP2	Oregon Sch Bnds Assn Ltd Tax Pa 5.63 06/30/24	11/26/21	Open	1,900,000.00	1,900,000.00	1,900,000.00	1,900,000.00	0.00	0.00	1,900,000.00	1,900,000.00	1,900,000.00	
	691016Y	San Jose Calif Uni Sch Dist Sys 0.221 08/01/23	01/20/21	Open	1,100,000.00	1,100,000.00	1,100,000.00	1,100,000.00	0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00	
	694116Y	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	Open	1,100,000.00	1,100,000.00	1,100,000.00	1,100,000.00	0.00	0.00	1,100,000.00	1,100,000.00	1,100,000.00	
	698429524	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	
	698657G22	WISCONSIN ST 0.42 07/01/23	12/17/20	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	
	698657G22	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	2,000,000.00	2,000,000.00	1,962,422.00	1,967,090.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00	
	Municipal Bond Total				184,206,065.93	184,206,065.93	184,206,065.93	184,206,065.93	0.00	0.00	184,206,065.93	184,206,065.93	184,206,065.93	
	199-Lone Star COP	AR-0033	State Pool	05/22/13	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
4 - 6393 - Capital Projects	199-Lone Star COP	AR-0001	State Pool	04/25/01	Open	5,066,570.12	5,066,570.12	5,066,570.12	5,066,570.12	0.00	0.00	5,066,570.12	5,066,570.12	5,066,570.12
	199-TEXPOOL	AR-0026	State Pool	08/26/08	Open	5,066,570.12	5,066,570.12	5,066,570.12	5,066,570.12	0.00	0.00	5,066,570.12	5,066,570.12	5,066,570.12
	199-Texas Class	AR-0039	State Pool	12/16/13	Open	60,047,874.39	60,047,874.39	60,047,874.39	60,047,874.39	0.00	0.00	60,047,874.39	60,047,874.39	60,047,874.39
	State Pool Total				254,736,874.39	254,736,874.39	254,736,874.39	254,736,874.39	0.00	0.00	254,736,874.39	254,736,874.39	254,736,874.39	
	9126283P3	22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	9126285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628191	22-0014	Treasury Note 1.375 06/30/23	02/08/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628W48	22-0002	Treasury Note 1.625 10/31/23	03/14/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628W48	22-0002	Treasury Note 1.625 10/31/23	03/14/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
5 - 6394 - Capital Projects	912628W48	22-0002	Treasury Note 1.625 10/31/23	03/14/22	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
6 - 6395 - Capital Projects	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	912628V15	22-0002	Treasury Note 1.125 02/29/24	09/30/21	Open	1,000,000.00	1,000,000.00	1,000,00						

38 - 6999-Capital Maintenance Fund	6999-Lone Star COP	AR-0050	State Pool	10/30/19	Open	38,499,036.38	35,645,822.39	38,499,036.38	35,645,822.39	0.00	0.00	20,000,000.00	38,499,036.38	35,645,822.39
14 - 753-Self Funded	State Pool Total					38,499,036.38	35,645,822.39	38,499,036.38	35,645,822.39	0.00	0.00	20,000,000.00	38,499,036.38	35,645,822.39
	753-Lone Star COP	AR-0015	State Pool	09/07/00	Open	38,499,036.38	35,645,822.39	38,499,036.38	35,645,822.39	0.00	0.00	20,000,000.00	38,499,036.38	35,645,822.39
Combined Port	State Pool Total					10,253,012.97	6,765,316.74	10,253,012.97	6,765,316.74	0.00	0.00	750,000.00	10,253,012.97	6,765,316.74
	753-Lone Star COP	AR-0015	State Pool	09/07/00	Open	10,253,012.97	6,765,316.74	10,253,012.97	6,765,316.74	0.00	0.00	750,000.00	10,253,012.97	6,765,316.74
23-0001	FHLB 3.25 09/13/24	AR-0007	FHLB	10/04/22	Open	2,640,000.00	2,640,000.00	2,640,000.00	2,640,000.00	0.00	0.00	2,640,000.00	2,640,000.00	2,640,000.00
	23-0012	AR-0007	FHLB	10/04/22	Open	2,640,000.00	2,640,000.00	2,640,000.00	2,640,000.00	0.00	0.00	2,640,000.00	2,640,000.00	2,640,000.00
23-0012	FHLB 1.375 02/17/23	AR-0007	FHLB	10/04/22	Open	2,640,000.00	2,640,000.00	2,640,000.00	2,640,000.00	0.00	0.00	2,640,000.00	2,640,000.00	2,640,000.00
	23-0012	AR-0007	FHLB	10/04/22	Open	2,640,000.00	2,640,000.00	2,640,000.00	2,640,000.00	0.00	0.00	2,640,000.00	2,640,000.00	2,640,000.00
AR-0047	Money Market	AR-0007	Money Market	05/24/18	Open	6,810,000.00	6,810,000.00	6,810,000.00	6,810,000.00	0.00	0.00	6,810,000.00	6,810,000.00	6,810,000.00
	AR-0047	AR-0007	Money Market	05/24/18	Open	1,003,686.03	1,003,686.03	1,003,686.03	1,003,686.03	0.00	0.00	1,003,686.03	1,003,686.03	1,003,686.03
AR-0042	TD Ameritrade	AR-0029	TD Ameritrade	02/29/16	Open	177,710.45	252,136.78	177,710.45	252,136.78	0.00	0.00	3,500,000.00	177,710.45	252,136.78
	AR-0042	AR-0029	TD Ameritrade	02/29/16	Open	177,710.45	252,136.78	177,710.45	252,136.78	0.00	0.00	3,500,000.00	177,710.45	252,136.78
AR-0057	Money Market	AR-0012	Money Market	09/01/22	Open	22,888,835.76	22,888,835.76	22,888,835.76	22,888,835.76	0.00	0.00	22,888,835.76	22,888,835.76	22,888,835.76
	AR-0049	AR-0012	Money Market	05/24/18	Open	102,976.04	103,362.98	102,976.04	103,362.98	0.00	0.00	20,000,000.00	102,976.04	103,362.98
22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	AR-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	14,260,000.00	14,260,000.00	14,260,000.00	14,260,000.00	0.00	0.00	14,260,000.00	14,260,000.00	14,260,000.00
	22-0003	AR-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	14,260,000.00	14,260,000.00	14,260,000.00	14,260,000.00	0.00	0.00	14,260,000.00	14,260,000.00	14,260,000.00
21-0003	Florida St Bond Pub Ed Tax Rev 0.23 06/01/23	AR-0003	Florida St Bond Pub Ed Tax Rev 0.23 06/01/23	10/22/20	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	21-0003	AR-0003	Florida St Bond Pub Ed Tax Rev 0.23 06/01/23	10/22/20	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
21-0013	Huntington Beach Calif Pension 0.381 06/15/23	AR-0013	Huntington Beach Calif Pension 0.381 06/15/23	05/06/21	Open	60,281,575.01	60,281,575.01	60,281,575.01	60,281,575.01	0.00	0.00	60,281,575.01	60,281,575.01	60,281,575.01
	21-0013	AR-0013	Huntington Beach Calif Pension 0.381 06/15/23	05/06/21	Open	60,281,575.01	60,281,575.01	60,281,575.01	60,281,575.01	0.00	0.00	60,281,575.01	60,281,575.01	60,281,575.01
21-0006	Johnson City Mo Reorg Sch Dist 0.82 03/01/24	AR-0006	Johnson City Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	8,734,263.57	8,734,263.57	8,734,263.57	8,734,263.57	0.00	0.00	8,734,263.57	8,734,263.57	8,734,263.57
	21-0006	AR-0006	Johnson City Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	Open	8,734,263.57	8,734,263.57	8,734,263.57	8,734,263.57	0.00	0.00	8,734,263.57	8,734,263.57	8,734,263.57
686053CP2	Oklaone Calif Cmnty College Dis 1.744 08/01/23	AR-0005	Oklaone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	9,977,595.05	9,977,595.05	9,977,595.05	9,977,595.05	0.00	0.00	9,977,595.05	9,977,595.05	9,977,595.05
	686053CP2	AR-0005	Oklaone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	Open	9,977,595.05	9,977,595.05	9,977,595.05	9,977,595.05	0.00	0.00	9,977,595.05	9,977,595.05	9,977,595.05
789186N65	Oregon Sch Brds Asn Ld Tax Pe 5.63 06/30/24	AR-0009	Oregon Sch Brds Asn Ld Tax Pe 5.63 06/30/24	11/26/21	Open	1,914,512.20	1,914,512.20	1,914,512.20	1,914,512.20	0.00	0.00	1,914,512.20	1,914,512.20	1,914,512.20
	789186N65	AR-0009	Oregon Sch Brds Asn Ld Tax Pe 5.63 06/30/24	11/26/21	Open	1,914,512.20	1,914,512.20	1,914,512.20	1,914,512.20	0.00	0.00	1,914,512.20	1,914,512.20	1,914,512.20
91471NAY1	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	AR-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	04/13/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	91471NAY1	AR-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	04/13/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
939429524	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	AR-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
	939429524	AR-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	Open	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
968657J52	Will City Ill Taxable Go Ref Bd 0.369 11/15/23	AR-0007	Will City Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	Open	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
	968657J52	AR-0007	Will City Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	Open	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
199-Lone Star COP	WISCONSIN ST 0.42 07/01/23	AR-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	184,206,055.93	184,206,055.93	184,206,055.93	184,206,055.93	0.00	0.00	184,206,055.93	184,206,055.93	184,206,055.93
	199-Lone Star COP	AR-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	184,206,055.93	184,206,055.93	184,206,055.93	184,206,055.93	0.00	0.00	184,206,055.93	184,206,055.93	184,206,055.93
199-TEXPOOL	State Pool	AR-0033	State Pool	05/22/13	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	199-TEXPOOL	AR-0033	State Pool	05/22/13	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
199-Texas Class	State Pool	AR-0039	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	199-Texas Class	AR-0039	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
240-Lone Star COP	State Pool	AR-0025	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	240-Lone Star COP	AR-0025	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
511-Lone Star COP	State Pool	AR-0035	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	511-Lone Star COP	AR-0035	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
6180 - Lone Star COP	State Pool	AR-0051	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	6180 - Lone Star COP	AR-0051	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
6291 - Lone Star COP	State Pool	AR-0052	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	6291 - Lone Star COP	AR-0052	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
6291-Texas Class	State Pool	AR-0053	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
	6291-Texas Class	AR-0053	State Pool	04/25/00	Open	5,086,570.12	5,086,570.12	5,086,570.12	5,086,570.12	0.00	0.00	5,086,570.12	5,086,570.12	5,086,570.12
6392 - Lone Star COP	State Pool	AR-0054	State Pool	02/09/22	Open	97,304,151.68	83,649,699.96	97,304,151.68	83,649,699.96	0.00	0.00	97,304,151.68	83,649,699.96	97,304,151.68
	6392 - Lone Star COP	AR-0054	State Pool	02/09/22	Open	97,304,151.68	83,649,699.96	97,304,151.68	83,649,699.96	0.00	0.00	97,304,151.68	83,649,699.96	97,304,151.68
6492 - Texas Class	State Pool	AR-0055	State Pool	07/09/22	Open	112,872,205.78	113,310,663.70	112,872,205.78	113,310					

2/6/2023 8:18

Earnings and Yields Summary

Conroe I.S.D.

Effective Interest - Actual Life
Receipts in Period

01/01/23 - 01/31/23

Security Description	01/01/23	01/08/23	01/15/23	01/22/23	01/29/23	01/01/23
	01/07/23	01/14/23	01/21/23	01/28/23	01/31/23	01/31/23
Combined Port FHLB	2,657.9600	2,657.9600	2,657.9600	2,657.9600	759.4200	11,391.2600
Money Market	21,187.3300	21,290.3200	21,291.2600	21,289.9200	9,137.4100	94,196.2400
Municipal Bon	1,422.7700	1,422.7700	1,422.7600	1,422.7600	406.5000	6,097.5600
State Pool	567,223.0300	592,794.2400	603,758.0300	639,477.0100	288,312.9200	2,691,565.2300
Treasury Note	7,442.2100	7,442.2100	7,444.6500	7,444.6500	3,191.5000	32,965.2200
Port Total	599,933.3000	625,607.5000	636,574.6600	672,292.3000	301,807.7500	2,836,215.5100
Combined Port FHLB	2,0194	2,0194	2,0194	2,0194	2,0194	2,0194
Money Market	4,5620	4,5808	4,5808	4,5808	4,5808	4,5766
Municipal Bon	0,5079	0,5079	0,5079	0,5079	0,5079	0,5079
State Pool	4,5292	4,5733	4,5726	4,5817	4,6107	4,5697
Treasury Note	1,2047	1,2047	1,2050	1,2050	1,2054	1,2049
Port Total	4,2799	4,3276	4,3310	4,3510	4,4156	4,3328

Maturity Aging
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
1/31/2023

	CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
Cash / Money Market	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	0	4.5100
	199-Lone Star COP	AR-0033	State Pool	05/22/13	0	4.5748
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	0	4.3103
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	0	3.6700
	199-TEXPOOL	AR-0026	State Pool	08/26/08	0	4.2443
	199-Texas Class	AR-0039	State Pool	12/16/13	0	4.5742
	199-Woodforest-IntraFi Network	AR-0057	Money Market	09/01/22	0	4.6900
	240-Lone Star COP	AR-0023	State Pool	08/31/06	0	4.5748
	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	0	4.5100
	511-Lone Star COP	AR-0035	State Pool	05/22/13	0	4.5748
	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	0	4.5748
	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	0	3.2504
	6291-Texas Class	AR-0053	State Pool	12/07/20	0	4.5742
	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	0	4.5748
	6492 - Lone Star COP	AR-0055	State Pool	07/07/22	0	4.5748
	6492 - Texas Class	AR-0056	State Pool	08/09/22	0	4.5742
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	0	3.2504
	6990-Lone Star COP	AR-0012	State Pool	06/26/00	0	4.5748
	6996-Lone Star COP	AR-0044	State Pool	08/01/16	0	3.2504
	6999-Lone Star COP	AR-0050	State Pool	10/30/19	0	4.5748
	753-Lone Star COP	AR-0015	State Pool	09/07/00	0	4.5748
	Cash / Money Market Total				0	4.5754
1 - 30 Days	3130AJ7E3	20-0012	FHLB 1.375 02/17/23	03/04/20	17	0.8130
	1 - 30 Days Total				17	0.8130
91 - 180 Days	34153QUB0	21-0003	Florida St Brd Ed Pub Ed Taxabl 0.29 06/01/23	10/22/20	121	0.2900
	382529AC9	21-0014	Goodyear Ariz Excise Tax Rev Ta 0.36 07/01/23	05/06/21	151	0.3600
	446201AB1	21-0013	Huntington Beach Calif Pension 0.381 06/15/23	04/01/21	135	0.3810
	91417NAY1	21-0012	University Colo Enterprise Sys 0.347 06/01/23	04/13/21	121	0.3470
	938429S24	21-0002	WASHINGTON CNTY ORE SCH DIST N 2.572 06/15/23	09/25/20	135	0.3862
	977123X52	20-0016	WISCONSIN ST 0.42 07/01/23	07/30/20	151	0.4200
	91 - 180 Days Total				136	0.3668
181 - 364 Days	677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	181	0.4253
	798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	181	0.2210
	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	334	2.7089
	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	334	2.4440
	912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	242	1.1938
	912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	273	1.6368
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	349	0.2063
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	349	0.3633
	91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	303	0.8643
	968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	285	0.3690
	181 - 364 Days Total				284	1.0253
1 - 4 Years	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	571	0.6890
	3130AFBC0	23-0001	FHLB 3.25 09/13/24	10/04/22	583	4.2041
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	590	0.5100
	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	391	0.8200
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	510	1.0203
	9128283P3	22-0020	Treasury Note 2.25 12/31/24	07/01/22	700	3.0320
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	394	0.3781
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	470	2.5223
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	547	1.4247
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	639	0.7623
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	669	0.9569
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	669	2.7776
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	440	0.3197
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	440	0.4173
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	501	0.4578
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	501	0.5248
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	562	0.4092
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	623	0.7282
	1 - 4 Years Total				549	1.3483
	Investment Total				26	4.3568

Investment Report

Conroe I.S.D.

01/01/23 - 01/31/23

This report summarizes the investment position of Conroe I.S.D. for the period 01/01/23 to 01/31/23.

	12/31/22	01/31/23
Book Value	711,928,640.57	849,186,293.44
Market Value	709,876,601.34	847,343,932.57
Par Value	711,819,440.01	849,087,490.22
Change in Market Value		199,281.02
Weighted Average Maturity (in Days)	33	26
Weighted Average Yield-to-Maturity of Portfolio	4.1344%	4.3568%
Yield-to-Maturity of 90 Day T-Bill	4.2130%	4.5100%
Accrued Interest		58,426.12

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This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Conroe I.S.D. is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Conroe I.S.D..

Karen Garza
 Digitally signed by
 Karen Garza
 Date: 2023.02.06
 08:20:17 -06'00'

Receive Information Regarding Local Policy Manual Update 120 and Revisions to Board Policies DC *Employment Practices*, DEC *Compensation and Benefits - Leaves and Absences*, FFAC *Wellness and Health Services - Medical Treatment*, and GKD *Community Relations - Nonschool Use of School Facilities*, and GKDA *Nonschool Use of School Facilities – Distribution of Nonschool Literature*

Recommendation:

That the Conroe Independent School District Board of Trustees receive Local Policy Manual Update 120 for review along with recommended revisions to Local Board Policies DC, DEC, FFAC, and GKD as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:

Update 120 primarily addresses changes prompted by updates to the Texas Administrative Code. Most of the update deals with revisions to Legal Policies (also referred to as Legal Framework). Redlines of the affected Legal Policies are attached. As a reminder Legal Policies are NOT adopted by the Board, however they should inform the Board's policy making decisions as they contain the laws that apply to governance and management of public schools.

There are four Local Policies included in Update 120. The proposed changes to each of these policies are explained in detail below and redlined versions of those policies are attached. In addition to these changes, administration is also recommending changes to four other Local Policies. These changes are also explained below and denoted with an asterisk.

Administration has reviewed all the recommended changes. The Board will be asked to adopt the following Local Policies at their March meeting.

BBB Board Members – Elections: For clarity it is recommended that the term “position” be replaced with “seat” and election cycles have been updated.

CKC Safety Program/Risk Management – Emergency Plans: The change to this policy is required by Texas Education Code §37.108(d), which requires the District's Multihazard Emergency Operations Plan include responding to a train derailment. The District's MEOP does address this situation, but must also be included in Local policy.

***DC Employment Practices:** This proposed revision will delegate hiring authority to the superintendent during the summer months. Last year the District lost good teacher candidates who had accepted jobs in Conroe ISD, but took jobs in other districts because they could not be officially hired until the Board approved the human resources report, which depending on when a position was offered could be up to a month later. This will help the District better compete with surrounding districts during the hiring season.

***DEC Compensation and Benefits - Leaves and Absences:** The changes recommended to this policy eliminate language included in DEC Legal and clarify eligibility requirements for a sick

leave pool. The provision addressing payment for leave without providing sufficient notice has been clarified.

***FFAC *Wellness and Health Services - Medical Treatment*:** Language allowing the District to purchase and administer Opioid Antagonist Medication is recommended for inclusion.

FNG *Student Rights and Responsibilities – Student and Parent Complaints/Grievances*: The recommended revisions clarify that special education and Section 504 complaints are addressed in different policies, complaints about free and reduced lunch program eligibility are governed by Policy COB, and initial complaints regarding instructional resources are governed by the EF policy series.

FO *Student Discipline*: The recommended changes to this policy eliminate as a reason to restrain a student that the student is irrational and adds a reference to Policy FOF Legal for guidance on the restraint of special education students.

***GKD *Community Relations: Nonschool Use of School Facilities*:** Administration recommends revising this policy to give the Superintendent the authority, when circumstances warrant, to allow parent/teacher/employee organizations additional complimentary use of school buildings beyond the two currently granted.

***GKDA *Community Relations: Nonschool Use of School Facilities: Distribution of Nonschool Literature*:** This policy sets out the circumstances under which nonschool literature can and cannot be distributed on school property. Administration recommends specifically adding a prohibition against materials relating to political campaigns as a type of literature being distributed on District property. Materials of any kind create litter, particularly when they are disseminated at an event unrelated to the materials. Additionally, the District received complaints from patrons that during the last election cycle such materials had been disturbed at various athletic venues in the District.

Policy Reference: BF Local

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

BOARD MEMBERS
ELECTIONS

BBB
(LOCAL)

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be at large.
Election Date	General election of board members shall be on the November uni- form election date.
Terms and Election Schedule	<p>Board members shall be elected for four-year terms, with elections conducted biennially, as follows:</p> <p>The election of four^{three} Board members shall be held in 2024, 2028, 2032^{2018, 2022, 2026}, and in four-year intervals thereafter.</p> <p>The election of three^{four} Board members shall be held in 2026, 2030, 2034^{2020, 2024, 2028}, and in four-year intervals thereafter.</p>
Method of Voting Plurality	The candidates receiving the highest number of votes for the num- ber of seats ^{positions} with expiring terms shall be elected.

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- ~~3-4.~~ 4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints [within the scope of Section 504, including complaints](#) concerning identification, evaluation, or educational placement of a student with a disability, ~~within the scope of Section 504~~ shall be submitted in accordance with FB and the procedural safeguards handbook.
9. [Complaints within the scope of the Individuals with Disabilities Education Act, including complaints](#) ~~Complaints~~ concerning identification, evaluation, educational placement, or discipline of a student with a disability, ~~within the scope of the Individuals with Disabilities Education Act~~ shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with [the EF series](#).

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
1. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint on the District's form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Level One	<p>Complaint forms must be filed:</p> <p>4-14. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and</p> <p>2-15. With the District's legal office.</p> <p>If the complaint is not filed with the District's legal office, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the District legal office.</p> <p>The Level One hearing officer shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The hearing officer may set reasonable time limits for the conference.</p> <p>Absent extenuating circumstances, the hearing officer shall provide the student or parent a written response within ten days following the conference. In reaching a decision, the hearing officer may consider information provided at the Level One conference and</p>

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any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District's legal office, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the legal office and the Level Two hearing officer. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The Level Two hearing officer shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two hearing officer may set reasonable time limits for the conference.

The hearing officer shall provide the student or parent a written response within ten days following the conference. In reaching a decision, the hearing officer may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

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The appeal notice must be filed in writing, on a form provided by the District's legal office, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The legal office shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The legal office shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two hearing officer in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

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Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

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“Parent” Defined

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee’s duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.

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2. Obtain possession of a weapon or other dangerous object.

3. Protect property from serious damage.

~~3.~~ Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

~~4. Control an irrational student.~~

~~5.1. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law.
[See FOF(LEGAL)]~~

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent or designee shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	<p>All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.</p> <p>[For information related to the evaluation of criminal history records, see DBAA.]</p>
Employment of Contractual Personnel	<p>The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.</p> <p>-</p> <p><u>However, from the day following the last regular Board meeting in March until the day of the first regular Board meeting in the following school year, the Board delegates to the Superintendent the authority to employ contractual personnel in positions up to and including coordinator. The Superintendent shall inform the Board of staff hired under this authority.</u></p> <p>The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]</p>
Employment of Noncontractual Personnel	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

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**Leave
Administration**

The Superintendent shall develop administrative procedures addressing employee leaves and absences to implement the provisions of this policy.

Definitions

Immediate Family

~~The term "immediate family" is defined as:~~

- ~~1. Spouse.~~
- ~~2. Son or daughter, including a biological, adopted, or foster child, a son or daughter in law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.~~
- ~~3. Parent, stepparent, parent in law, or other individual who stands in loco parentis to the employee.~~
- ~~4. Sibling, stepsibling, and sibling in law.~~
- ~~5. Grandparent and grandchild.~~
- ~~6. Any person residing in the employee's household at the time of illness or death.~~

The term "immediate family" for purposes of determining eligibility for leave under this policy means:

1. Spouse.
2. Son or daughter as defined by 29 CFR 835.122.
3. Parent as defined by 29 CFR 825.122.
4. Sibling, and stepsibling ~~the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).~~

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Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury
~~Catastrophic Illness or Injury~~

The term "catastrophic illness or injury" is defined as a severe medical condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family. A catastrophic illness or injury is a severe medical condition or combination of conditions affecting the mental or

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~~physical health of the employee or a member of the employee's immediate family from which recovery and/or return to work is not likely.~~ Conditions relating to pregnancy or childbirth shall be considered "~~catastrophic~~" ~~catastrophic~~ if they meet the requirements of this ~~section, paragraph~~.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State and Local
Leave Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave and local leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent five consecutive workdays because of personal illness or illness in the immediate ~~family~~; ~~family~~.
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or ~~Superintendent~~; ~~Superintendent~~.
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave; or
4. The employee requests leave for ~~a catastrophic~~ the serious health condition health condition of the employee or the employee's immediate family.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary
Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

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Request for Leave	<p>Discretionary use of leave is at the individual employee's discretion, subject to limitationsthe limitations set out below.</p> <p>In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.</p>
Local Leave	<p>Each employee shall earn a maximum of five paid local leave days per school year in accordance with administrative procedures.</p> <p>Local leave shall accumulate without limit.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p> <hr/> <p>Note: See DED(LOCAL) for provisions addressing vacation days for eligible employees.</p>
Off-Duty Days for Eligible Employees	<p>Eligible exempt employees who work on a 12-month schedule may take off-duty days from July 1 of the calendar year through August 31 of the following calendar year. This constitutes a 14-month period of time for the use of off-duty days.</p> <p>Eligible non-exempt employees who work on a 12-month schedule may take off-duty days from July 1 of the calendar year through June 30 of the following calendar year.</p> <p>The employee and his or her supervisor shall be responsible for the scheduling of leave and recordkeeping.</p> <p>The District shall not reimburse an employee for any unused off-duty days upon his or her separation from employment with the District.</p> <p>Nothing in this policy or provision shall alter the at-will status of an employee.</p>
Extended Sick Leave	<p>Extended sick leave shall be available for eligible employees through the 2022–2023 school year; beginning with the 2023–2024 school year the District shall no longer provide extended sick leave.</p> <p>After all available paid leave days and any applicable compensatory time or off-duty days have been exhausted, a full-time employee who has worked, in a full-time capacity, for the District for the 12 consecutive months preceding the need for leave shall be granted in a school year a maximum of 30 workdays of extended</p>

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sick leave in accordance with administrative procedures. Eligibility for extended sick leave shall not affect eligibility for leave under the FMLA. An employee shall be permitted to use extended sick leave for:

1. Absences related to the birth of a child and to care for the newborn ~~child;~~child.
2. Absences related to the adoption or foster care placement of a child as defined by 29 CFR ~~825.122;~~825.122.
3. Absences related to caring for an immediate family member ~~spouse, child, or parent~~ with a serious health condition as de-
defined by 29 CFR 825.113; ~~and~~
4. Absences related to the employee's serious health condition as defined by 29 CFR 825.113 that makes the employee unable to perform essential job functions.

Non-FMLA Leave

A full-time employee who has been employed with the District for less than 12 months, or who has been employed with the District for at least 12 months but has less than 1,250 hours of service during the 12 months immediately preceding the commencement of leave, and who has not exhausted FMLA leave does not qualify for leave under the FMLA may take up to six weeks of unpaid leave in a 12-month period for:

1. Absences related to the birth of a child and to care for the newborn ~~child;~~child.
2. Absences related to the adoption or foster care placement of a child as defined by 29 CFR ~~825.122;~~825.122.
3. Absences related to caring for an immediate family member ~~spouse, child, or parent~~ with a serious health condition ~~;~~ and
4. Absences related to the employee's serious health condition as defined by 29 CFR 825.113 that makes the employee unable to perform essential job functions.

Non-FMLA leave shall run concurrently with any applicable paid leave and compensatory time.

The District shall permit non-~~FMLA leave~~FMLA leave days to be taken intermittently for the same condition, so long as the employee provides the District with supporting documentation from the treating physician.

For purposes of an employee's entitlement to non-FMLA leave, the 12-month period shall be July 1 through June 30.

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Sick Leave Pool

Any employee who ~~is unable to perform the essential job functions due to a serious health condition as defined by 29 CFR 825.113 or who is absent to care for an immediate family member who has a serious health condition as defined by 29 CFR 825.113, and~~ has exhausted all approved paid leave as well as any applicable compensatory time ~~and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family~~ may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.

The Superintendent shall develop procedures for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave ~~pool; pool.~~
2. The maximum number of days an employee may donate to a sick leave ~~pool; pool.~~
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

All decisions regarding the establishment or implementation of the District's sick leave pool may be appealed in accordance with DGBA(LOCAL).

Mental Health Leave

An employee who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop procedures regarding mental health leave that address the following:

1. Circumstances or reasons under which an employee may use mental health ~~leave; leave.~~
2. Procedures for requesting mental health leave and maintaining the anonymity of the ~~requester; requester.~~
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

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Peace Officers

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the Superintendent to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative procedures and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop procedures regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the ~~leave~~leave.
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA procedures, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

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Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need<u>the need</u> for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p>
	<p>An absence due to a work-related injury or illness shall be designated as <u>non-FMLA leave</u>, <u>FMLA leave</u>, temporary disability leave, and/or assault leave, as applicable.</p>
Paid Leave Offset	<p>The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</p>
Court Appearances	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</p>
Annual Payment for Unused Leave	<p>Each employee may request annual payment for unused local leave to a maximum of five days per school year.</p> <p>An employee who wishes to receive payment for unused local leave must submit his or her written request in accordance with administrative procedures.</p> <p>The rate established by the Board shall be in effect until a new rate is adopted. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.</p>
Payment for Accumulated Leave Upon Retirement	<p>Administrative and professional personnel employed prior to July 1, 1988, who retire under the eligibility provisions of the Texas Teacher Retirement System (TRS) shall be paid according to the employee's last daily rate of pay, to a maximum of 60 accumulated days of state sick leave accumulated prior to May 31, 1995, and state personal leave, as evidenced by service records. This provision shall apply only to leave earned while employed in the District. Payment shall be made as compensation and shall be paid at the</p>

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time of the final contract salary check immediately prior to retirement. The District may require proof of actual retirement.

If an administrative or professional employee dies while employed by the District, his or her estate shall be paid any accumulated state sick or personal leave, to a maximum of 60 days as evidenced by service records. This provision shall apply only to leave earned while employed in the District.

The District shall record on the employee's service record any state days paid upon retirement.

Paraprofessional and
Auxiliary Personnel

Paraprofessional and auxiliary personnel employed prior to July 1, 1988, who retire under the eligibility provisions of TRS shall be paid according to the employee's last daily rate of pay, to a maximum of 30 accumulated days of local sick leave, state sick leave earned prior to May 31, 1995, and state personal leave, as evidenced by service records. This provision shall apply only to leave earned while employed in the District. Payment shall be made as compensation and shall be paid at the time of the final paycheck immediately prior to retirement. The District may require proof of actual retirement.

If a paraprofessional or auxiliary employee dies while employed by the District, his or her estate shall be paid for any accumulated local sick leave, to a maximum of 30 days as evidenced by service records. This provision shall apply only to leave earned while employed in the District.

The District shall record on the employee's service record any state days paid upon retirement.

Payment for
Accumulated Leave
Upon Separation

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program. For purposes of this provision, the original effective date shall be the 2021–2022 school year.

An employee who has not been issued a final paycheck and who separates from employment with the District shall be eligible for payment for accumulated local leave when the under the following conditions:

~~The~~ employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.

~~1.~~

~~2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide~~

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~~written notice at least 30 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.~~

The employee shall receive payment for each day of accumulated local leave at the current standard substitute certified teacher rate for professional staff or the substitute paraprofessional rate for paraprofessional and auxiliary staff, to a maximum of \$5,000. The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

~~If the employee is reemployed with the District, local leave days accrued prior to separation are no longer available. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.~~

~~The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.~~

If an employee dies while employed by the District, the employee's estate shall receive the payment in accordance with this provision and administrative procedures.

**Neutral Absence
Control**

Prompt and regular attendance is an essential function of every District position. To assist employees, the District offers a comprehensive leave program that provides paid and unpaid leave to employees. Excessive absenteeism or abuse of any leave policy shall result in immediate disciplinary action that could include discharge. If an employee is unable to return to work after all approved leave has been exhausted, employment shall be terminated in accordance with District policy [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.

An employee must return to work for at least 30 days to be considered as having returned to work.

If medical certification is required to authorize leave for an employee's personal illness or the employee's serious health condition, the employee must provide medical certification indicating that the employee is fit for duty and is able to perform the essential functions of his or her position, with reasonable accommodations if necessary.

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An employee who is absent from work for three or more consecutive working days without notice or approval, and who cannot be reached by the immediate supervisor, may be separated from the District for job abandonment in accordance with District policy.

2-7-2023

DATE ISSUED: 12/20/2021
LDU 2021.04
DEC(LOCAL)-X

ADOPTED:

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WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

	<p>No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.</p>
Medication Provided by Parent	<p>The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:</p> <ol style="list-style-type: none">1. Prescription medication in accordance with legal requirements.2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.
Medication Provided by District	<p>Except as provided by this policy, the District shall not purchase medication to administer to a student. <u>However, the District may stock medication for emergency situations including, but not limited to opioid antagonists such as Naloxone.</u></p> <p><u>Only a registered nurse or other designated and trained District employee shall be authorized to administer, in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas, an opioid antagonist to a person who is believed to be in a life threatening drug related emergency on a school campus, at an off-campus school event, or while in transit to or from a school event. (Health and Safety Code Sec. 483.104).</u></p> <p><u>The Superintendent shall develop administrative procedures addressing acquisition, maintenance, expiration, disposal, and availability of opioid antagonist medication in the District as well as employee training and emergency notification requirements.</u></p>
<u>Opioid Antagonist Medication</u>	
Athletic Program	<p>The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:</p> <ol style="list-style-type: none">1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and

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WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or this policy.

Scheduling Priorities

The campus principal and/or the District ~~facility-facilities~~ manager shall have authority to cancel a scheduled nonschool use if conflict arises with a District activity.

Approval of Use

An individual or organization desiring use of a District ~~facility-build-
ing~~ shall obtain and complete a written ~~facility-building~~ use application and submit it to the campus principal.

The campus principal or other appropriate administrator shall review the application and determine whether the requested ~~facility building~~ is available for use. If the ~~facility-building~~ is available, the principal or administrator shall note the availability on the application and shall forward the application to the District ~~facility-facilities~~ manager, who shall determine if the proposed use is consistent with District policy. Upon approval by the ~~facility-facilities~~ manager, arrangements for the collection of fees, scheduling of personnel, verification of insurance, and compliance with all other administrative requirements shall be made.

~~Facility-Building~~ use applications may be obtained from the District ~~facilitiesfacility-~~ manager or online through the District's Web site.

Release of Liability

In applying for use of District facilities, an organization or individual using ~~school facilities~~ shall agree to release the District from liability for personal injury and/or damages to personal property. Any group using school ~~building or~~ facilities shall be responsible for the cost of damages incurred during use. Damages and the cost associated with repairs shall be determined solely by the District and borne by the user.

Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property.

[See CNB regarding nonschool use of District vehicles and FNAB regarding student group use of school facilities]

**Private Lessons,
Clinics, and Summer
Athletic Leagues**

Private lessons, clinics, and summer athletic leagues serve an important school purpose because they enable students to be more proficient; therefore, a separate fee schedule for these activities shall be established by the Board. Criminal history checks shall be required of all persons providing individualized instruction. The fine arts department or the athletic department shall be responsible for obtaining and monitoring these criminal history checks.

Special Provisions

The following shall apply:

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

1. All rental agreements shall be reviewed annually.
2. The District reserves the right to cancel a rental agreement at any time use would interfere with school activities or when the wear and tear to the ~~facility-building or facility~~ becomes too great. Determinations regarding interference with school activities or regarding excessive wear shall be within the sole discretion of the District.
3. ~~District buildings and F~~ facilities shall not be rented on Christmas Day, Thanksgiving Day, New Year's Day, Independence Day, or Labor Day, unless a waiver is granted by the Superintendent or designee.
4. Any use of District kitchen facilities shall require the presence of a District cafeteria manager.
5. The District athletic director shall approve all sports-related activities, and the District fine arts coordinator shall approve all fine arts-related activities.
6. An organization using a District ~~facility-building or facility~~ shall be required to show liability coverage unless a waiver is granted by the Superintendent or designee. [See RELEASE OF LIABILITY, above]
7. The District reserves the right to charge any appropriate fee that is deemed necessary for use of District ~~buildings or~~ facilities. The District, when it deems necessary, reserves the right to require an administrator or police presence for any ~~building or facility-facility~~ rental at the sole cost of the user.

Usage Fees

Users shall be charged a fee to pay for operation, supervision, or cleanup costs at District ~~buildings and~~ facilities. The Board shall publish a schedule of fees for the use of District ~~buildings and~~ facilities.

All users shall be charged a usage fee except as set out below.

Complimentary,
Reduced, or
Waived Fees

Parent/teacher/employee organizations and other adult groups organized for the express purpose of supporting District activities and/or programs, such as PTA/PTO, booster clubs, and employee organizations, shall be permitted to use school ~~buildings~~ facilities for meeting purposes without charge during normal business hours. [See DGA, GE]

Complimentary use shall not include the use of Districtwide facilities such as stadiums and the natatorium.

~~Facility-Building~~ fees shall not apply when school buildings are used as polling places for public elections, for precinct and county

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

conventions, or for public meetings sponsored by state or local governmental agencies.

Each organization that qualifies for complimentary use of a school building~~facilities~~ shall be allowed two free functions per year at the school facility~~building~~ during nonschool hours. These functions may be activities such as fund-raisers, meetings, or special events.

All individuals or groups that qualify for complimentary use of a school building that request use beyond the two nonschool-hour functions provided by this policy shall be required to pay usage fees. However, the Board delegates to the Superintendent or designee the authority to approve additional complimentary use of school buildings to such groups, when the Superintendent or designee determines such complimentary use is in the best interests of and benefits the students who attend school at the requested building.

School employees who conduct nonschool camps, clinics, workshops, or lessons for District students shall pay reduced facility building/ facility use fees in accordance with the District's facility use~~use~~ fee schedule.

Except as noted above, Only the Board can waive all fees associated with the use of District facilities or school buildings~~facilities~~.

Fee waiver requests shall be handled in accordance with administrative procedure~~policy~~ GKD.

**Emergencies or
Disasters**

The Superintendent or designee may authorize the use of school buildings or District facilities by civil defense officials in case of emergencies or disasters.

**Public Meetings of
State or Local
Governments**

Fees shall not be charged when school buildings or facilities are used for public meetings sponsored by state or local governmental agencies.

Required Conduct

Organizations using school buildings or facilities~~facilities~~ shall:

1. Conduct their business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products on school property.
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

**Applicability of
Policy**

This policy shall apply to the use of all District facilities and school buildings unless this policy is specifically superseded by another policy, rule, or contract.

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

**Distribution of
Nonschool Literature
Permitted**

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students]

**Limitations on
Content**

Nonschool literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

~~8. The materials are for political campaigns, except as allowed on election day at polling places.~~

Prior Review

All nonschool literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the campus principal and/or the District communications department for prior review in accordance with the following:

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NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

1. Materials shall be submitted to each campus principal for review if the materials are intended for the students and/or staff of that school.
2. Materials shall be submitted to the District communications department for review if the materials are intended for distribution to the employees at any other District facility other than a school campus.
3. Materials shall include the name of the person or organization sponsoring the distribution.
4. Using the standards found in this policy at Limitations on Content, the campus principal and/or the District communications department shall approve or reject submitted materials within five school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law [see BBBA].

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Except as provided at FNAA(LOCAL), classrooms and hallways shall not be used during the school day for the distribution of any nonschool literature over which the District does not exercise control.

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

Conroe ISD
170902

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

The District communications department shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]

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Annotated



Policy Reference Manual Update 120

Update 120 revisions to legal policies are described in the update Explanatory Notes.

The *Policy Reference Manual* is a comprehensive collection of federal and state statutes and regulations, case law, attorney general opinions, and commissioner's decisions affecting Texas school districts. As such, it is an excellent reference document that recites a broad array of legal requirements, many of which apply to all districts, others to only a certain few. For this reason, these legal policies are not suitable for incorporation in localized policy manuals.

PLEASE NOTE: 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.

If you have any questions concerning this update or the *TASB Policy Reference Manual*, please call 800-580-7529 or 512-467-0222.

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Instruction Sheet

TASB Policy Reference Manual Update 120

Policy Reference Manual

Code	Type	Action To Be Taken	Note
AIC	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBD	(LEGAL)	Replace policy	Revised policy
BE	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CFA	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CKB	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CRD	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHAB	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAE	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EIE	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EKBA	(LEGAL)	Replace policy	Revised policy
FB	(LEGAL)	Replace policy	Revised policy
FFA	(LEGAL)	Replace policy	Revised policy
FFAE	(LEGAL)	Replace policy	Revised policy
FFG	(LEGAL)	Replace policy	Revised policy
FOF	(LEGAL)	Replace policy	Revised policy

Explanatory Notes

TASB Policy Reference Manual Update 120

Policy Reference Manual

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revised Administrative Code rules, effective June 7, 2022, and reflected on pages 7–8, address the requirements for local improvement plans by certain districts or campuses assigned a D rating. The rules also address modification of a campus turnaround plan due to a change in circumstances. (See page 15.)

Other revisions reflect changes to citations of Administrative Code rules.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

A new Note on page 3 references recently revised Administrative Code rules regarding an informal review or hearing following a TEA investigation.

An existing Administrative Code provision regarding compliance investigations has been added on page 5.

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

A new Administrative Code rule, effective May 31, 2022, requiring board members to complete training on school safety has been added on page 8.

BE(LEGAL) BOARD MEETINGS

Changes prompted by new and revised Administrative Code rules regarding board meetings by videoconference, effective September 15, 2022, are reflected on pages 9–10.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Citations to a new Administrative Code rule addressing installment payment of taxes on property not directly damaged in a disaster or emergency area are included on page 9.

CFA(LEGAL) ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

Revisions reflect the adoption of version 18.0 of the *Financial Accountability System Resource Guide*.

CFC(LEGAL) ACCOUNTING: AUDITS

Revisions reflect the adoption of version 18.0 of the *Financial Accountability System Resource Guide*.

CKB(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

Changes reflect extensive revisions to Administrative Code rules regarding mandatory drills, effective June 26, 2022.

New Administrative Code provisions addressing optional active threat exercises are also incorporated.

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

Changes reflect revised Administrative Code provisions, effective June 7, 2022, regarding permitted uses of the instructional materials and technology allotment. Other revisions have been made to delete outdated terminology.

A revised Administrative Code rule, effective October 16, 2022, requiring certification of compliance with the Children's Internet Protection Act has been added on page 9.

Explanatory Notes

TASB Policy Reference Manual Update 120

Policy Reference Manual

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

Based on revised Administrative Code rules, the following requirements have been added at Other Required Internet Postings:

- Certain districts or campuses assigned a D rating must notify the public of the meeting to gather input to develop a local improvement plan. (See item 8.)
- Districts conducting an active threat exercise must provide notice through multiple distribution networks, including the district's website. (See item 35.)

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

Revised Administrative Code rules, effective August 18, 2022, prompted revisions to the definitions of full- and part-time employees.

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

Revisions at the bottom of page 2 reflect changes to the citations of Administrative Code rules addressing instruction related to positive character traits and personal skills.

EHAB(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ELEMENTARY)

Revisions include a new Administrative Code rule, effective April 28, 2022, regarding phonics curricula.

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

Revised Administrative Code rules, effective August 1, 2022, and reflected on pages 3–4, changed the required course offerings for grades 9–12 related to social studies and physical education.

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

Changes on pages 8–9 include revised Administrative Code rules, effective June 7, 2022, regarding review of a student's behavior improvement plan or behavioral intervention plan.

EHBAE(LEGAL) SPECIAL EDUCATION: PROCEDURAL REQUIREMENTS

Revised Administrative Code rules, effective June 7, 2022, regarding the timeline for requesting a hearing on a due process complaint are included on pages 5–6.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Changes reflect new Administrative Code provisions, effective June 9, 2022, regarding accelerated instruction and accelerated learning committees for students who fail to perform satisfactorily on certain assessment instruments. The new provisions derive from HB 4545, 87th Texas Legislature, Regular Session 2021.

EIE(LEGAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

Changes are to better match legal sources and remove repealed Administrative Code rules.

Explanatory Notes

TASB Policy Reference Manual Update 120

Policy Reference Manual

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

New Administrative Code rules, effective August 21, 2022, regarding notice about the Texas First Early High School Completion Program and the Texas First Scholarship Program are included on pages 8–9. Other revisions have been made to update citations.

Please note: For the 2022–23 school year, each high school must provide a written notification to each student and the student's parent or guardian listing the eligibility criteria for the programs. After the 2022–23 school year, the school must provide the notice upon a student's initial enrollment in high school.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

Changes have been made to incorporate revised Administrative Code rules and to better reflect legal sources.

EKBA(LEGAL)

STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

Revisions have been made to include Administrative Code provisions, effective August 9, 2022, regarding emergent bilingual students and individual graduation committees. A repealed provision regarding the grade placement committee has been deleted.

FB(LEGAL)

EQUAL EDUCATIONAL OPPORTUNITY

Changes are to better reflect legal sources.

FFA(LEGAL)

STUDENT WELFARE: WELLNESS AND HEALTH SERVICES

For clarity, a reference to policy provisions regarding school-based health centers has been added on page 4.

FFAE(LEGAL)

WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS

For clarity, a reference to policy provisions regarding expanding or changing health-care services at a school has been added on page 3.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

The Note on page 5 now references Administrative Code rules regarding investigations of abuse or neglect in a school setting.

FOF(LEGAL)

STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

Revised Administrative Code rules, effective June 7, 2022, regarding restraint and time-out are included beginning on page 10. A statement has been amended to refer to new documentation and notification requirements in 19 Administrative Code 89.1053(e). Other changes include citations to revised Administrative Code rules.

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**Interventions and
Sanctions for School
Districts**

Grounds for
Commissioner
Action

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

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

Education Code 39A.001

*Authorized
Commissioner
Actions*

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

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

7. Appoint a conservator to oversee the operations of the district;
8. Appoint a management team to direct the operations of the district in areas of insufficient performance or require the district to obtain certain services under a contract with another person;
9. Authorize the district to enter into a memorandum of understanding with an institution of higher education that provides for the assistance of the institution of higher education in improving the district's performance; or
10. Order the use of the board improvement and evaluation tool as provided by Education Code 11.182 [see BG].

Education Code 39A.002

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

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

19 TAC 97.1057(c), (e)

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

Conservator or
Management Team

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

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

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

The conservator or management team may:

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

The conservator or management team may not:

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

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

Education Code 39A.003

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

Board of Managers

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

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

Education Code 39A.004

Revocation of
Accreditation

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

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

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

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

Education Code 39A.005

Intervention to
Improve High
School Completion
Rate

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

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

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

Education Code 39A.007

Interventions after
Certain D Ratings

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

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

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

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

Education Code 39A.118

Certain D-Rating
Improvement
Plans

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

The district or campus shall:

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

- a. Input must be gathered from the principal; campus-level committee established under Education Code 11.251 [see BQB]; parents; and community members, prior to the development of the local improvement plan, using the following steps.
 - (1) The campus must hold a public meeting at the campus. The campus shall take reasonable steps to conduct the meeting at a time and in a manner that would allow a majority of stakeholders to attend and participate. The campus may hold more than one meeting if necessary.
 - (2) The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspapers or other media that reach the general public, and the parent liaison, if present on the campus.
 - (3) All input provided by family and community members should be considered in the development of the final local improvement.
- b. The completed local improvement plan must be presented at a public hearing and approved by the board.

19 TAC 97.1061(b)

Campus Intervention Team and Targeted Improvement Plan

Actions Based on
Campus
Performance

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

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

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

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

3. If applicable under the strong foundations intervention under Education Code 39A.064, require the district to comply with all requirements of the strong foundations grant program under Education Code 29.0881 for the campus; or
4. Any combination of the actions described by items 1 through 3 above.

Education Code 39A.051

Texas
Accountability
Intervention System

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

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

1. For a second consecutive year, the campus must engage in the processes outlined in this provision, and the campus must develop a campus turnaround plan to be approved by the commissioner.
2. For a third or fourth consecutive year, the campus must engage in the processes outlined in this provision, and the campus must implement the commissioner-approved campus turnaround plan as described in 19 Administrative Code 97.1064.
3. For a fifth consecutive year, the commissioner shall order the appointment of a board of managers to govern the district or the closure of the campus.

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

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

19 TAC 97.1061(a) ~~(c)~~, ~~(e)~~ ~~(f)~~, (d), (f)-(j)

Campus
Intervention Team

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

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

Education Code 39A.052

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

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

19 TAC 97.1063(b)–(c)

*On-Site Needs
Assessment*

A campus intervention team shall:

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

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

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

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

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

Recommendations

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

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

Education Code 39A.054

*Targeted
Improvement
Plan*

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

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

Education Code 39A.055; 19 TAC 97.1061(de)(3)–(4)

Notice of Public
Meeting

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

	<p>The public must be notified of the meeting 15 days prior to the meeting by way of the district and campus website, local newspapers or other media that reach the general public, and the parent liaison, if present on the campus. <i>19 TAC 97.1061(de)(3)(A)(ii)</i></p>
Public Hearing	<p>After a targeted improvement plan or an updated targeted improvement plan is submitted to the board, the board shall conduct a hearing to:</p> <ol style="list-style-type: none"> 1. Notify the public of: <ol style="list-style-type: none"> a. The insufficient performance of the campus; b. The improvements in performance expected by TEA; and c. The intervention measures or sanctions that may be imposed under Education Code Chapter 39A if the performance does not improve within a designated period; and 2. Solicit public comment on the targeted improvement plan or updated targeted improvement plan. <p>The board must post the targeted improvement plan on the district's internet website before the hearing.</p> <p>The board may conduct one hearing relating to one or more campuses subject to a targeted improvement plan or an updated targeted improvement plan.</p> <p><i>Education Code 39A.057</i></p>
Submission to Commissioner	<p>The board shall submit the targeted improvement plan or updated targeted improvement plan to the commissioner for approval. The campus intervention team shall assist the campus in submitting the targeted improvement plan to the commissioner. <i>Education Code 39A.058</i></p>
Executing Plan	<p>In executing the targeted improvement plan, the campus intervention team shall, if appropriate:</p> <ol style="list-style-type: none"> 1. Assist the campus in implementing research-based practices for curriculum development and classroom instruction, including bilingual education and special education programs, and financial management; 2. Provide research-based technical assistance, including data analysis, academic deficiency identification, intervention implementation, and budget analysis, to strengthen and improve the instructional programs at the campus; and

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

Education Code 39A.059

*Continuing Duties
of the Campus
Intervention
Team*

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

1. Assist in updating the targeted improvement plan to identify and analyze areas of growth and areas that require improvement; and
2. Submit each updated targeted improvement plan to the board.

Education Code 39A.060

Local Improvement
Plan

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

A local improvement plan must be presented to the board.

Education Code 39A.065(a)–(b)

Campus Planning
and Site-Based
Decision-Making

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

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

Education Code 39A.061

Submission of
Campus
Improvement Plan

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

Compliance Through Federal Accountability	Notwithstanding the provisions of Education Code Chapter 39A, if the commissioner determines that a campus subject to interventions or sanctions has implemented substantially similar intervention measures under federal accountability requirements, the commissioner may accept the substantially similar intervention measures as measures in compliance with Education Code Chapter 39A. <i>Education Code 39A.063</i>
Campus Turnaround Plan	If a campus has been identified as unacceptable for two consecutive school years, the commissioner shall order the campus to prepare and submit a campus turnaround plan.
Updated Targeted Improvement Plan	<p>A campus intervention team shall assist the campus in:</p> <ol style="list-style-type: none"> 1. Developing an updated targeted improvement plan, including a campus turnaround plan to be implemented by the campus; 2. Submitting the updated targeted improvement plan to the board for approval and presenting the plan in a public hearing as provided by Education Code 39A.057; 3. Obtaining approval of the updated plan from the commissioner; and 4. Executing the updated plan on approval by the commissioner. <p>The updated targeted improvement plan submitted to the board must include all plans and details that are required to execute the campus turnaround plan without any additional action or approval by the board.</p> <p><i>Education Code 39A.101</i></p>
Public Notice	Within 60 days of receiving a campus's preliminary accountability rating, the district must notify parents, community members, and stakeholders that the campus received an unacceptable rating for two consecutive years and request assistance in developing the campus turnaround plan in accordance with 19 Administrative Code 97.1064. <i>19 TAC 97.1064(d)</i>
Submission and Approval	Upon approval of the board, the district must submit the campus turnaround plan electronically to TEA by March 1 unless otherwise specified. Not later than June 15 of each year, the commissioner must either approve or reject any campus turnaround plan prepared and submitted by a district. <i>19 TAC 97.1064(g)–(h); Education Code 39A.103–.104</i>
Implementation, Modification, and Withdrawal	A campus may implement, modify, or withdraw its campus turnaround plan with board approval if the campus receives an academically acceptable rating for the school year following the development of the campus turnaround plan.

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

**Change in
Circumstances**

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

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

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

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

**Commissioner
Authority**

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

19 TAC 97.1064(j)–(~~km~~)

Required Contents

A campus turnaround plan must include:

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

- b. Length of school day and school year;
 - c. Academic credit and promotion criteria; and
 - d. Programs to serve special student populations;
3. If a district charter is to be granted for the campus under Education Code 12.0522:
- a. The term of the charter; and
 - b. Information on the implementation of the charter;
4. Written comments from:
- a. The campus-level committee established under Education Code 11.251, if applicable;
 - b. Parents; and
 - c. Teachers at the campus;
5. A detailed description of the budget, staffing, and financial resources required to implement the plan, including any supplemental resources to be provided by the district or other identified sources; and
6. A detailed description for developing and supporting the oversight of academic achievement and student performance by the board of trustees under Education Code 11.1515.

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

Implementing
Entities

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

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

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

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

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

Education Code 39A.102, .108

Effective Date

A campus turnaround plan must take effect not later than the school year following the third consecutive school year that the campus has received an unacceptable performance rating. *Education Code 39A.106*

**Commissioner
Approval or
Rejection**

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

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

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

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

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

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

Education Code 39A.107; 19 TAC 97.1065

~~Implementation~~
Preparation

Following approval of a campus turnaround plan by the commissioner, the district, in consultation with the campus intervention team, may take any actions needed to prepare for the implementation of the plan. *Education Code 39A.108*

Assistance and
Partnerships

A district may:

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

Education Code 39A.109

Modification in
Campus
Turnaround Plan

If a campus for which a campus turnaround plan has been ordered receives an acceptable performance rating for the school year following the order, the board may:

1. Implement the campus turnaround plan;
2. Implement a modified version of the campus turnaround plan; or
3. Withdraw the campus turnaround plan.

A district required to implement a campus turnaround plan may modify the plan if the campus receives an acceptable performance rating for two consecutive school years following implementation of the plan.

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

Education Code 39A.110

Continued
Unacceptable
Performance Rating

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

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

Education Code 39A.111

*Parent Petition
for Action*

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

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

If the board presents to the commissioner, in the time and manner specified by commissioner rule, a written request that the commissioner order specific authorized action other than the specific action requested in the parents' petition and a written explanation of the basis for the board's request, the commissioner may order the action requested by the board.

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

Repurposing of Closed Campus

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

1. Serves a majority of grade levels not served at the original campus; or
2. Is operated under a contract, approved by the school board, with a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 that:
 - a. Has a governing board that is independent of the district;
 - b. Has a successful history of operating school district campuses or open-enrollment charter schools:
 - (1) That cumulatively serve 10,000 or more students; and
 - (2) A majority of which have been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year; and
 - c. Has been assigned an overall performance rating of B or higher under Education Code 39.054 for the preceding school year.

Student Enrollment and Assignment

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

	<p>The commissioner may grant an exemption allowing students assigned to a closed campus to attend the repurposed campus if there is no other campus in the district at which the students may enroll.</p>
<i>Noncontracted Repurposed Campus</i>	<p>The majority of students assigned to a campus that has been closed and repurposed may not have attended that campus in the previous school year if the campus was repurposed to serve a majority of grade levels not served at the original campus.</p>
<i>Enrollment Provision in Contract</i>	<p>A contract approved by the school board with a nonprofit organization must provide that a student residing in the attendance zone of the campus immediately before the campus was repurposed shall be admitted for enrollment at the repurposed campus.</p> <p><i>Education Code 39A.113</i></p>
Targeted Technical Assistance	<p>If the commissioner determines that the basis for the unacceptable performance of a campus for more than two consecutive school years is limited to a specific condition that may be remedied with targeted technical assistance, the commissioner may require the district to contract for the appropriate technical assistance. <i>Education Code 39A.114</i></p>
Alternative Management	<p>The commissioner shall appoint a monitor, conservator, management team, or board of managers whenever such action is required, as determined by 19 Administrative Code 97.1073. Action under any other section of 19 Administrative Code Chapter 97, Subchapter EE is not a prerequisite to acting under this section. <i>19 TAC 97.1073</i></p>
Solicitation of Proposals	<p>If the commissioner orders alternative management of a campus, the commissioner shall solicit proposals from qualified nonprofit entities to assume management of the campus or appoint a school district as provided below. The commissioner may solicit proposals from qualified for-profit entities if a nonprofit entity has not responded to the commissioner's request for proposals.</p> <p>The commissioner may appoint a school district to assume management of the campus if the district:</p> <ol style="list-style-type: none"> 1. Is not the district in which the campus is located; and 2. Is located within the boundaries of the same regional education service center as the campus. <p>If a school district is appointed, the district shall assume management of the campus in the same manner as a qualified entity or in accordance with commissioner rule.</p>

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

Education Code 39A.151

Qualifications of
Managing Entity

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

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

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

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

Education Code 39A.152

Contract with
Managing Entity

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

The management contract must include:

1. A provision describing the district's responsibilities in supporting the operation of the campus; and

2. Provisions approved by the commissioner requiring the managing entity to demonstrate improvement in campus performance, including negotiated performance measures.

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

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

Education Code 39A.153; 19 TAC 97.1067

*Extension of
Management
Contract*

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

*Evaluation of
Managing Entity*

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

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

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

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

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

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

Education Code 39A.155

<i>Cancellation of Management Contract</i>	If a campus receives an unacceptable performance rating for two consecutive school years after a managing entity assumes management of the campus, the commissioner shall cancel the contract with the managing entity. <i>Education Code 39A.156</i>
Return of Management to District	Unless a campus has an unacceptable performance rating for three consecutive school years [see Continued Unacceptable Performance Rating, above], at the end of a management contract term or on the cancellation of a management contract, the board shall resume management of the campus. <i>Education Code 39A.157</i>
Applicability of Accountability Provisions	Each campus operated by a managing entity is subject to Education Code Chapters 39 and 39A in the same manner as any other campus in the district. <i>Education Code 39A.158</i>
Funding	The funding for a campus operated by a managing entity may not be less than the funding of the other campuses in the district on a per student basis so that the managing entity receives at least the same funding the campus would otherwise have received. <i>Education Code 39A.159</i>
Open Meetings and Public Information	<p>With respect to the management of a campus by a managing entity:</p> <ol style="list-style-type: none"> 1. A managing entity is considered to be a governmental body for purposes of Government Code Chapter 551 (Open Meetings Act) and Government Code Chapter 552 (Public Information Act); and 2. Any requirement in the Open Meetings Act or Public Information Act that applies to a school district or the board of trustees of a district applies to a managing entity. <p><i>Education Code 39A.160</i></p>
Board of Managers General Powers and Duties	<p>Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, a board of managers may exercise all of the powers and duties assigned to a board of trustees of a school district by law, rule, or regulation.</p> <p>A board of managers appointed by the commissioner is required to take appropriate actions to resolve the conditions that caused a campus to be subject to the commissioner's order, including amending the district's budget, reassigning staff, or relocating academic programs. The commissioner may adopt rules necessary to implement this subsection.</p> <p><i>Education Code 39A.201</i></p>

Board of Managers of District	<p>Notwithstanding Education Code 11.151(b) or 11.1511(a) or any other provision of the Education Code, if the commissioner appoints a board of managers to govern a district:</p> <ol style="list-style-type: none"> 1. The powers of the board are suspended for the period of the appointment; and 2. The commissioner shall appoint a district superintendent. <p>A board of managers appointed to govern a school district may amend the budget of the district.</p> <p>Education Code Chapter 39A applies to a school district governed by a board of managers in the same manner it applies to any other district.</p> <p><i>Education Code 39A.202</i></p>
Composition of Board of Managers	<p>A board of managers appointed by the commissioner must, if possible, include community leaders, business representatives who have expertise in leadership, and individuals who have knowledge or expertise in the field of education. <i>Education Code 39A.204</i></p>
Training of Board of Managers	<p>The commissioner must provide each individual appointed to a board of managers with training in effective leadership strategies. <i>Education Code 39A.205</i></p> <p>The training in effective leadership strategies shall be provided by TEA-approved authorized providers of board training to each individual appointed by the commissioner to a board of managers, and, following the expiration of the appointment of the board of managers, to the board of trustees of the school district. <i>19 TAC 97.1073(h)</i></p>
Compensation	<p>The commissioner may authorize payment of a board of managers from TEA funds.</p> <p>A conservator or a member of a management team appointed to serve on a board of managers may continue to be compensated as determined by the commissioner.</p> <p><i>Education Code 39A.206</i></p>
Replacement of Member of Board of Managers	<p>The commissioner may at any time replace a member of a board of managers. The commissioner may adopt rules necessary to implement this section. <i>Education Code 39A.207</i></p>
Expiration of Appointment	<p>A board of managers shall, during the period of the appointment, order the election of members of the board of trustees of the school district in accordance with the law. The members of the board of trustees do not assume any powers or duties after the election until the appointment of the board of managers expires.</p>

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

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

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

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

Education Code 39A.208; 19 TAC 97.1073

Removal of Board
of Managers

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

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

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

Education Code 39A.209; 19 TAC 97.1073

**Challenge of
Intervention or
Sanction**

Review of
Sanctions by SOAH

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

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

Notwithstanding other law:

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

Education Code 39A.301

Appeals

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

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

Annual Review

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

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

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

Education Code 39A.901

Increasing Intensity

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

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

19 TAC 97.1070(a)–(b)

**Intervention
Programs**

ACE Turnaround
Plan

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

Resource Campus

An eligible campus may apply to the commissioner to be designated as a resource campus that provides quality education and enrichment for campus students. To apply to be designated as a resource campus, the campus must have received an overall performance rating of F for four years over a ten-year period of time. *Education Code 29.934(a)–(b)*

Strong Foundations
Intervention

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

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

Education Code 39A.064(a)

**Miscellaneous
Provisions**

Acquisition of
Professional
Services

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

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

Education Code 39A.902

Costs Paid by
District

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

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

Education Code 39A.903

Immunity from Civil
Liability

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

Education Code 39A.904

Campus Name
Change

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

Special Program
Performance
Determination

The commissioner shall assign districts an annual determination level based on performance levels of certain special populations student groups under 19 Administrative Code 97.1005 (Results Driven Accountability) [see AIB] according to the criteria and requirements in 19 Administrative Code 97.1071.

The commissioner shall notify in writing each district identified for review under this section as a result of assigned determination level or cyclical selection prior to requiring a district to implement or

participate in any activities included in 19 Administrative Code 97.1071(f)(1)–(6).

Actions taken under this section are intended to assist the district in raising its performance and/or achieving compliance under 19 Administrative Code 97.1005 and 74.28 and Education Code sections 28.006 and 38.003 and do not preclude or substitute for a sanction under another provision of Chapter 97, Subchapter EE.

19 TAC 97.1071(c), (g), (h)

Intervention Pause

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

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

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

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

19 TAC 97.1062

Failure to Submit
Emergency
Operations Plan

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

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

Student Board
Member

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

**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 ~~TEA~~**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 ten 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 concerning imposition of excessive paperwork requirements on classroom teachers; or
18. As the commissioner otherwise determines necessary.

The commissioner may authorize special investigations to be conducted in response to repeated complaints submitted to the agency concerning imposition of excessive paperwork requirements on classroom teachers.

Education Code 39.003(a), (c)

TEA shall adopt written procedures for conducting special accreditation 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*

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 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 39.057 (redesignated to Education Code 39.003, special investigations).

Activities described in item 1, above, are applicable for compliance with requirements for reading diagnosis in Education Code 28.006 [see EKC] and dyslexia and related disorders in Education Code 38.003 and 19 Administrative Code 74.28 [see EHB].

19 TAC 97.1071(a)–(b)

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 accreditation investigation subject to the provisions described above. 19 TAC 102.1401(a)

**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 (~~Texas~~ 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). 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 Public Information Act. [See GBAA regarding public information coordinator training] *Gov't Code 552.012*

**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(EX-HIBIT)] 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, in-

cluding 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 ten 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 ten 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 achievement, 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 ~~Texas~~ 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).

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 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)(7)

School Safety

The ~~State Board of Education~~ **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).

Majority Vote	The board may act only by majority vote of the members present at a meeting held in compliance with Government Code Chapter 551 (Open Meetings Act), at which a quorum of the board is present and voting. A majority vote is generally determined from a majority of those present and voting, excluding abstentions, assuming a quorum is present. <i>Education Code 11.051(a-1); Atty. Gen. Op. GA-689 (2009)</i>
No Secret Ballot	No vote shall be taken by secret ballot. <i>Atty. Gen. Op. JH-1163 (1978)</i>
Definitions	
Deliberation	“Deliberation” means a verbal or written exchange between a quorum of a board, or between a quorum of a board and another person, concerning an issue within the jurisdiction of the board. <i>Gov’t Code 551.001(2)</i>
Meeting	“Meeting” means: <ol style="list-style-type: none">1. A deliberation between a quorum of a board, or between a quorum of the board and another person, during which public business or public policy over which the board has supervision or control is discussed or considered, or during which the board takes formal action; or2. Except as otherwise provided below, a gathering:<ol style="list-style-type: none">a. That is conducted by the board or for which the board is responsible;b. At which a quorum of members of the board is present;c. That has been called by the board; andd. At which board members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the district, about the public business or public policy over which the board has supervision or control. <p><i>Gov’t Code 551.001(4)</i></p>
Exceptions to Meeting	
Social Function, Convention, or Candidate Event	The term does not include the gathering of a quorum of a board at a social function unrelated to the public business that is conducted by the board, the attendance by a quorum of a board at a regional, state, or national convention or workshop, ceremonial event, or press conference, or the attendance by a quorum of a board at a candidate forum, appearance, or debate to inform the electorate, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, press conference, forum, appearance, or debate. <i>Gov’t Code 551.001(4)</i>

Legislative Committee or Agency Meeting	The attendance by a quorum of a board at a meeting of a committee or agency of the legislature is not considered to be a meeting of the board if the deliberations at the meeting by the board members consist only of publicly testifying, publicly commenting, and publicly responding to a question asked by a member of the legislative committee or agency. <i>Gov't Code 551.0035(b)</i>
Online Message Board	For information on communications posted to an online message board, see BBI.
Quorum	"Quorum" means a majority of the number of members fixed by statute. <i>Gov't Code 551.001(6); 311.013(b)</i>
<i>Disaster Exception</i>	Notwithstanding any other law, a quorum is not required for the board to act if: <ol style="list-style-type: none"> 1. The district's jurisdiction is wholly or partly located in the area of a disaster declared by the president of the United States or the governor; and 2. A majority of the members of the board are unable to be present at a board meeting as a result of the disaster. <i>Gov't Code 418.1102</i>
Recording	"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. <i>Gov't Code 551.001(7)</i>
Videoconference Call	"Videoconference call" means a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the internet. Gov't Code 551.001(8)
Prohibited Series of Communications	A board member commits an offense if the member: <ol style="list-style-type: none"> 1. Knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized by Government Code Chapter 551 the Open Meetings Act and that concern an issue within the jurisdiction of the board in which the members engaging in the individual communications constitute fewer than a quorum of members but the members engaging in the series of communications constitute a quorum of members; and 2. Knew at the time the member engaged in the communication that the series of communications: <ol style="list-style-type: none"> a. Involved or would involve a quorum; and

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

Gov't Code 551.143

Superintendent Participation

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

Access to Board Meetings

Open to Public

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

Parental Access

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

Exclusion of Witnesses

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

Location

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

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

Education Code 26.007(b)

Required Meeting Records

Minutes or Recording

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

Board Member Attendance

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

Availability

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

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

Notice Required

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

Continued Meeting

Government Code 551.041, above, does not require a board that recesses an open meeting to the following regular business day to post notice of the continued meeting if the action is taken in good faith and not to circumvent ~~Government Code Chapter 551.~~ **the Open Meetings Act.** If an open meeting is continued to the following regular business day and, on that following day, the board continues the meeting to another day, the board must give the required written notice of the meeting continued to that other day. *Gov't Code 551.0411(a)*

Inquiry During Meeting

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

Time and Accessibility of Notice

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

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

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

*Gov't Code 551.043(b)*Internet Posting —
Notice

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

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

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

Gov't Code 551.056

[See CQA for other website posting requirements.]

**Specificity of
Agenda/Notice**

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

**Emergency Meeting
or Emergency
Addition to Agenda**

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

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

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

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

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

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

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

Gov't Code 551.045

Catastrophe

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

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

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

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

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

Special Notice to News Media

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

Gov't Code 551.052

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

Meeting by Telephone Conference Call

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

Technical Requirements and Recording

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

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

Notice of Location

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

Gov't Code 551.125

Meeting by Videoconference Call

“Videoconference call” or “videoconference” means a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through audio and video signals transmitted over

a telephone network, a data network, or the internet. Gov't Code 551.001(8); 1 TAC 209.1(5)

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

Quorum in One Location

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

Multiple Counties

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

Additional Notice Requirements

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

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

Gov't Code 551.127(b)–(e)

Quality of Audio and Video Signals

Each portion of a meeting held by videoconference call that is required to be open to the public shall be visible and audible to the public at the location specified in the notice. If a problem occurs that causes a meeting to no longer be visible and audible to the public at that location, the meeting must be recessed until the

problem is resolved. If the problem is not resolved in six hours or less, the meeting must be adjourned.

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

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

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

Minimum Standards

No requirements found in subchapter B of 1 Administrative Code Chapter 209 (minimum standards for meetings held by videoconference by governmental bodies) shall be interpreted to overrule any section of the Open Meetings Act or any rules adopted or opinions issued by the Office of the Attorney General interpreting the Open Meetings Act. 1 TAC 209.4

Boards conducting open or closed meetings by videoconference call shall review and consider any applicable guidelines promulgated by DIR. 1 TAC 209.5(b)

Computer-Based Videoconferencing Applications

"Computer-based videoconferencing application" means a commercially available application designed to facilitate videoconferencing between a personal computer to another personal computer or mobile device either one-to-one or in a group environment. 1 TAC 209.1(1)

All computer-based videoconferencing applications shall employ a minimum bandwidth transmission speed and/or adequate data compression algorithm to produce a sufficient quality for audio and video such that audio volume and clarity and video clarity are sufficient to hear and view all speaking participants on the videoconference clearly.

Computer-based videoconferencing applications may specify unique minimum requirements for computer central processing units, memory, and video capability to run the computer-based videoconferencing application. A board shall comply with these minimum requirements.

If the videoconference call hosts a public audience at a location or locations specified by the official notice of the open meeting posted in compliance with Open Meetings Act requirements, then the district shall establish a minimum of one host computer at the location(s) that will run the computer-based videoconferencing application. This host computer shall then be connected to:

1. Either a separate video monitor of size proportional to the room and clearly visible to all in the room or multiple video monitors so that all attendees may clearly view the video stream; and
2. External speakers of suitable volume and sound quality such that all meeting attendees at the host location may clearly hear the meeting.

Any personal computer used by a board member for the purpose of videoconferencing for an open meeting subject to the Open Meetings Act shall contain a camera and speakers of sufficient quality to permit all meeting attendees to see the individual who is using the personal computer and for the individual to hear all speaking attendees.

1 TAC 209.10

Dedicated Video Room Environments

If a board uses a dedicated video room environment (DVRE) for dedicated camera and speaker equipment but is using a computer-based videoconferencing application that is not part of a proprietary DVRE setup, then the district must comply with all minimum standards for computer-based application software, above, and is not subject to the DIR requirements for a DVRE. *1 TAC 209.11(e)*

Note: The minimum standards for videoconference meetings hosted between dedicated video room environments are outlined in 1 Administrative Code 209.1 and 209.11.

Security Requirements

Each board subject to the Open Meetings Act shall review and comply with any additional internal security requirements of

their district that may apply to a meeting held by videoconference. 1 TAC 209.12(a)

Recording

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

Remote Participation by the Public

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

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

Internet Broadcast

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

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

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

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

Video and Audio Recording of Meeting

Required Recording

A board shall:

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

Internet Posting — Recordings	<p>A board shall:</p> <ol style="list-style-type: none"> 1. Make the archived recording of each meeting to which these provisions apply available on the internet not later than seven days after the date the recording was made; and 2. Maintain the archived recording on the internet for not less than two years after the date the recording was first made available.
<i>Existing Website</i>	A board may make available the required archived recording on an existing internet site, including a publicly accessible video-sharing or social networking site. The board is not required to establish a separate internet site and provide access to archived recordings of meetings from that site.
<i>District Website</i>	A district that maintains an internet site shall make available on that site, in a conspicuous manner, the archived recording of each meeting or an accessible link to the archived recording of each such meeting.
<i>Exemption</i>	A board is exempt from the internet posting requirements if the board's failure to make the required recording of a meeting available is the result of a catastrophe, as defined by Government Code 551.0411 [see Catastrophe, above], or a technical breakdown. Following a catastrophe or breakdown, a board must make all reasonable efforts to make the required recording available in a timely manner.
Television Broadcast	<p>A board may broadcast a regularly scheduled open meeting on television.</p> <p><i>Gov't Code 551.128(b-1)–(b-6)</i></p>
Recording by Attendee	A person in attendance may record all or any part of an open meeting of a board by means of a recorder, video camera, or other means of aural or visual reproduction. A board may adopt reasonable rules to maintain order at a meeting, including rules relating to the location of recording equipment and the manner in which the recording is conducted. A rule adopted under this provision may not prevent or unreasonably impair a person from exercising a right granted under this provision. <i>Gov't Code 551.023</i>
Attorney Consultation	A board may use a telephone conference call, videoconference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the board or a private consultation with its attorney in a closed meeting of the board. [See BEC]

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

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

Exception

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

Gov't Code 551.129

**Persons with
Hearing Impairments**

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

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

Gov't Code 558.001, .003

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

Exemptions

Homestead

Mandatory

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

Persons 65 or Older or Disabled

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

Tax Limitation

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

Improvements

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

Exception

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

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

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

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

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

***Surviving Spouse
of Individual
Killed in Action***

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

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

Disabled Veteran

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

**Exemption for
Subsequent
Residence**

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

**Temporary
Exemption for
Property Damaged
by Disaster**

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

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

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

**Optional
Exemptions**

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

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

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

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

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

Goods-in-Transit
Exemption

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

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

Option to Tax

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

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

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

Exception

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

Tax Code 11.253(j)–(j-2)

Payment Options

Discounts

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

Option 1

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

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

Tax Code 31.05(b)

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

Option 2

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

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

Tax Code 31.05(c)

Both Options

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

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

Property Not Damaged — Board Option	<p>The board may authorize a person to pay district taxes imposed on certain property that the person owns in installments. If the board adopts the installment-payment option under this provision, Tax Code 31.032(b), (b-1), (c), and (d) apply to the payment by a person of district taxes imposed on property that the person owns in the same manner as those subsections apply to the payment of taxes imposed on property to which Tax Code 31.032 applies.</p> <p>This provision applies to real and tangible personal property described in Tax Code 31.033(b) and taxes that are imposed on the property by a district before the first anniversary of the disaster or emergency.</p> <p><i>Tax Code 31.033; 34 TAC 9.3061(b), (c)</i></p>
Definitions	<p>“Disaster” has the meaning assigned by Government Code 418.004.</p> <p>“Emergency” means a state of emergency proclaimed by the governor under Government Code 433.001.</p> <p><i>Tax Code 31.032(g), .033(a); 34 TAC 9.3061(a)</i></p>
Services in Lieu of Paying Taxes	<p>The board by resolution may permit certain individuals or business entities to perform certain services for the district in lieu of paying the district property taxes. While performing services for a district, the individual is not an employee of the district and is not entitled to any benefit, including workers’ compensation coverage, that the district provides to its employees. <i>Tax Code 31.035, .036, .037</i></p>
Persons 65 and Over	<p>Subject to the requirements of Tax Code 31.035, the board by order or resolution may permit an individual who is at least 65 years of age to perform service for the district in lieu of paying taxes imposed by a district on property owned by the individual and occupied as the individual’s residence homestead. Property owners performing services for a district under this provision may only supplement or complement the regular personnel of the district. A district may not reduce the number of persons the district employs or reduce the number of hours to be worked by employees of the district because the district permits property owners to perform services for the district under this provision. <i>Tax Code 31.035(a), (g)</i></p>
Teaching Services	<p>An individual is qualified to perform teaching services for a district under the provisions below only if the individual holds a baccalaureate or more advanced degree in a field related to each course to be taught and:</p> <ol style="list-style-type: none"> 1. Is certified as a classroom teacher under Education Code Chapter 21, Subchapter B; or

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

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

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

Tax Code 31.036

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

Delinquent Taxes

Delinquency Date

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

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

Delinquent Tax Collection

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

Additional Penalties

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

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

Accounting System	A board must adopt and install a standard school fiscal accounting system that conforms with generally accepted accounting principles. The accounting system must meet at least the minimum requirements prescribed by the commissioner of education, subject to review and comment by the state auditor. <i>Education Code 44.007(a), (b)</i>
Financial Accountability System Resource Guide	The rules for financial accounting are described in the official Texas Education Agency (TEA) publication, <i>Financial Accountability System Resource Guide</i> , dated June 2021 Version 18.0 , which is adopted by reference as TEA's official rule. A copy is available on the TEA website with information related to financial compliance. <i>19 TAC 109.1, .41, .5001</i>
Report of Revenues and Expenditures	A record must be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with TEA on or before the date set by the State Board of Education. <i>Education Code 44.007(c), (d)</i>
Financial Statement	<p>The board shall prepare an annual financial statement showing for each fund subject to the board's authority during the fiscal year:</p> <ol style="list-style-type: none"> 1. The total receipts of the fund, itemized by source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived; 2. The total disbursements of the fund, itemized by the nature of the expenditure; and 3. The balance in the fund at the close of the fiscal year. <p><i>Local Gov't Code 140.005</i></p>
Publication	The board president shall submit the annual financial statement to a daily, weekly, or biweekly newspaper published within the boundaries of the district. If a daily, weekly, or biweekly newspaper is not published within the boundaries of the district, the financial statement shall be published in a newspaper in each county in which the district or any part of the district is located. If a district is located in more than one county, the financial statement may be published in a newspaper that has general circulation in the district. If a newspaper is not published in the county, the financial statement may be published in a newspaper in an adjoining county.

The statement shall be published in accordance with the accounting method required by TEA not later than the 150th day after the date the fiscal year ends.

Local Gov't Code 140.006

Annual Local Debt Report

A district shall annually compile and report certain financial information ("Annual Local Debt Report") in the manner prescribed by Local Government Code 140.008 and 34 Administrative Code 10.1–.6. *Local Gov't Code 140.008(b); 34 TAC 10.2(a)*

The Annual Local Debt Report must include the following financial information:

1. Regarding total authorized debt obligations:
 - a. The amount of all authorized debt obligations;
 - b. The principal of all outstanding debt obligations;
 - c. The combined principal and interest required to pay all outstanding debt obligations on time and in full;
 - d. The amount of all authorized debt obligations secured by property taxes;
 - e. The principal of all outstanding debt obligations secured by property taxes;
 - f. The combined principal and interest required to pay all outstanding debt obligations secured by property taxes on time and in full;
 - g. The amount of all authorized debt obligations secured by property taxes expressed as a per capita amount;
 - h. The principal of all outstanding debt obligations secured by property taxes expressed as a per capita amount;
 - i. The combined principal and interest required to pay all outstanding debt obligations on time and in full for all obligations secured by property taxes expressed as a per capita amount; and
 - j. The current credit rating on total debt obligations given by any nationally recognized credit rating organization.
2. Regarding each authorized debt obligation:
 - a. The principal of each outstanding debt;

- b. The principal of each outstanding debt obligation secured by property taxes expressed as a per capita amount;
 - c. The combined principal and interest required to pay each outstanding debt obligation on time and in full;
 - d. The combined principal and interest required to pay each outstanding debt obligation on time and in full expressed as a per capita amount;
 - e. The issued and unissued amounts, the spent and unspent amounts, the maturity date and the stated purpose for which each debt obligation was authorized; and
 - f. The current credit rating on each debt obligation given by any nationally recognized credit rating organization.
3. Any other information considered relevant or necessary to explain the above required data elements, such as explanations of payment sources for different kinds of debt or projections of per capita amounts of ad valorem taxation-secured obligations as of the last day of the maximum term of the most recent debt obligation issued by the district.

34 TAC 10.2; Local Gov't Code 140.008(b)

Submission to
Comptroller

The comptroller shall provide a location on the comptroller's internet website where a district may submit the financial information described above and any other related information required or requested by the comptroller for the Annual Local Debt Report.

The comptroller shall prescribe the form and manner in which financial information, financial documents, and related information must be submitted under these provisions. These instructions and other information related to local government debt reporting will be provided on the comptroller's internet website.

34 TAC 10.3

Reporting
Requirement

On an annual basis and within 180 days of the end of the most recently completed fiscal year, a district shall, in accordance with the reporting requirements set forth under Local Government Code 140.008, either:

1. Submit an Annual Local Debt Report to the comptroller as described at Submission to Comptroller, above, in the form and in the manner prescribed by the comptroller and, if the district maintains an internet website, continually maintain a link from its website to the location on the comptroller's website where the district's financial information may be viewed; or

2. Post its contact information and the information required in an Annual Local Debt Report on the district's own internet website and make the report available for inspection by any person in accordance with other law.

A district that elects to post a report of its financial information on its own internet website as described in item 2 above shall provide upon request an electronic link to the location on the district's website where the information can be viewed to facilitate compliance with the requirements of this provision and to enable the comptroller to maintain a searchable database of local debt information that is comprehensive, accurate, and complete.

34 TAC 10.4; Local Gov't Code 140.008(c), (d), (f)

Definitions

The phrases, words, and terms used in the foregoing provisions shall have the meanings set out in 34 Administrative Code 10.1, unless the context clearly indicates otherwise. *34 TAC 10.1*

**School FIRST
Annual Financial
Management Report**

Each district is required to report information and financial accountability ratings to parents, taxpayers, and other stakeholders by implementing the reporting procedures below. *19 TAC 109.1001(q)*

Report
Requirements

Each district must prepare and distribute an annual financial management report in accordance with 19 Administrative Code 109.1001(q). *19 TAC 109.1001(q)(1)*

The annual financial management report for a district must include:

1. A description of its financial management performance based on a comparison, provided by TEA, of its performance on the indicators established by the commissioner and reflected in 19 Administrative Code 109.1001. The report will contain information that discloses:
 - a. State-established standards; and
 - b. The district's financial management performance under each indicator for the current and previous year's financial accountability ratings [see CFC];
2. Any descriptive information required by the commissioner, including:
 - a. A copy of the superintendent's current employment contract or other written documentation of employment if no contract exists. This must disclose all compensation and benefits paid to the superintendent. The district may publish the superintendent's employment contract on its website instead of publishing it in the annual financial management report;

- b. A summary schedule for the fiscal year (12-month period) of expenditures paid on behalf of the superintendent and each board member and total reimbursements received by the superintendent and each board member. This includes transactions on the district's credit card(s), debit card(s), stored-value card(s), and any other similar instrument(s) to cover expenses incurred by the superintendent and each board member. The summary schedule must separately report reimbursements for meals, lodging, transportation, motor fuel, and other items. The summary schedule of total reimbursements should not include reimbursements for supplies and materials that were purchased for the operation of the district;
- c. A summary schedule for the fiscal year of the dollar amount of compensation and fees received by the superintendent from an outside school district or any other outside entity in exchange for professional consulting or other personal services. The schedule must separately report the amount received from each entity;
- d. A summary schedule for the fiscal year of the total dollar amount of gifts that had a total economic value of \$250 or more received by the executive officers and board members.

(1) This reporting requirement applies only to:

- (a) Gifts received by the district's executive officers and board members (and their immediate family as described by Government Code Chapter 573, Subchapter B, Relationships by Consanguinity or by Affinity) from an outside entity that received payments from the district in the prior fiscal year, and
- (b) Gifts from competing vendors that were not awarded contracts in the prior fiscal year;

(2) This reporting requirement does not apply to reimbursement by an outside entity for travel-related expenses when the purpose of the travel was to investigate matters directly related to an executive officer's or board member's duties or to investigate matters related to attendance at education-related conferences and seminars with the primary purpose of providing continuing education (this exclusion does not apply to trips for entertainment purposes or pleasure trips);

- (3) This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had a total economic value of less than \$250 per executive officer or board member; and
 - e. A summary schedule for the fiscal year of the dollar amount received by board members for the total amount of business transactions with the district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members; and
3. Any other information the board of the district determines to be useful.

19 TAC 109.1001(q)(3)

Public Hearing

Each district must provide the public with an opportunity to comment on the report at a public hearing. *19 TAC 109.1001(q)(2)*

The board must hold a public hearing on the report within two months after receiving a final financial accountability rating. The public hearing must be held at a location in the district's facilities.

At the hearing, the district must provide the annual financial management report to the attending parents and taxpayers.

19 TAC 109.1001(q)(4), (5); Education Code 39.083(d)

Notice

The board must give notice of the hearing to owners of real property in the geographic boundaries of the district and to parents of district students.

In addition to other notice required by law, the board must provide notice of the hearing:

1. To a newspaper of general circulation in the geographic boundaries of the district in one posting prior to holding the public meeting, providing the time and place of the hearing. The notice in the newspaper may not be earlier than 30 days or later than ten days before the date of the hearing. If no newspaper is published in the county in which the district's central administration office is located, then the board must publish the notice in the county nearest to the county seat of the county in which the district's central administration office is located; and

2. Through electronic mail to the mass communication media serving the district, including, but not limited to, radio and television.

19 TAC 109.1001(q)(4); Education Code 39.083(d)

Dissemination After the hearing, the report shall be disseminated in the district in the manner prescribed by the commissioner. *Education Code 39.083(e)*

Records Retention The district must retain the annual financial management report for at least three years after the public hearing and make it available to parents and taxpayers upon request. *19 TAC 109.1001(q)(6)*

Corrective Action Plan Each district that received an F rating must file a corrective action plan with TEA, prepared in accordance with instructions from the commissioner, within one month after the district's public hearing. *19 TAC 109.1001(q)(7); Education Code 39.0824*

Projected Deficit If the commissioner, based on the indicators adopted under Education Code 39.082 [see CFC], projects a deficit for a district general fund within the following three school years, TEA shall provide the district interim financial reports, including projected revenues and expenditures, to evaluate the district's current budget status.

TEA may require a district to submit additional information needed to produce a financial report. If a district fails to provide information requested or if the commissioner determines that the information submitted by a district is unreliable, the commissioner may order the district to acquire professional services under Education Code 39A.902 [see AIC].

Education Code 39.0823

Annual Audit

The board shall have its district fiscal accounts audited annually at district expense by a certified or public accountant holding a permit from the State Board of Public Accountancy. The audit must be completed following the close of each fiscal year.

The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education (SBOE), subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the district through the Public Education Information Management System (PEIMS).

Education Code 44.008(a), (b)

Audit Requirements and Procedures

A district must file with the Texas Education Agency (TEA) an annual financial and compliance report and, if applicable, a state compensatory agreed-upon procedures report. These reports must be audited by an independent auditor, and the audit must be reviewed by TEA, including review of auditors' working papers, in accordance with the *Financial Accountability System Resource Guide*, as adopted by reference in 19 Administrative Code 109.41.

The annual financial audit report and state compensatory agreed-upon procedures report are due 150 days after the end of the fiscal year.

Independent Auditor

The district must hire at its own expense an independent auditor to conduct an independent audit of its financial statements and provide an opinion on its annual financial and compliance report.

The independent auditor must:

1. Be associated with a certified public accountancy (CPA) firm that has a current valid license issued by the Texas State Board of Public Accountancy or a state licensing agency from another state;
2. Be a certified public accountant with a current valid license issued by the Texas State Board of Public Accountancy, as required under Education Code 44.008; and
3. Adhere to the generally accepted auditing standards (GAAS), adopted by the American Institute of CPAs (AICPA), as amended, and the generally accepted government auditing standards (GAGAS), adopted by the U.S. Government Accountability Office, as amended.

The CPA firm must:

1. Be a member of the AICPA Governmental Audit Quality Center (GAQC);

2. Adhere to GAQC's membership requirements; and
3. Collectively have the knowledge, skills, and experience to be competent for the audit being conducted, including thorough knowledge of the government auditing requirements and:
 - a. Texas public school district environment;
 - b. Public sector; or
 - c. Nonprofit sector.

If at any time the TEA division responsible for financial compliance reviews an audit firm's working papers and finds that the firm or the quality of the work does not meet the required standards, the division may require the district to change its audit firm.

19 TAC 109.23

Financial
Accountability
System Resource
Guide

The rules for financial accounting are described in the official TEA publication *Financial Accountability System Resource Guide*, ~~dated June 2021~~ **Version 18.0**, which is adopted by reference as TEA's official rule. A copy is available on the TEA website with information related to financial compliance. *19 TAC 109.41, .5001*

Filing of Report

A copy of the annual audit report, approved by the board, shall be filed with TEA not later than the 150th day after the end of the fiscal year for which the audit was made. If a board declines or refuses to approve its auditor's report, it shall nevertheless file with TEA a copy of the audit report with its statement detailing reasons for failure to approve the report. *Education Code 44.008(d)*

Internet Posting of
Audit

Each district shall maintain an internet website or have access to a generally accessible internet website that may be used for the purposes of this provision. Each district shall post or cause to be posted on the internet website the information required by Tax Code 26.18, including the district's most recent financial audit, in a format prescribed by the comptroller. *Tax Code 26.18* [See CE for other required information that must be posted.]

Note: For information on the efficiency audit required before a district may hold an election to seek voter approval to adopt a maintenance and operations tax rate, see CCG.

Financial Records

Each treasurer receiving or having control of any school fund of any district shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the district's itemized accounts and records shall be available to audit. *Education Code 44.008(c)*

**Financial
Accountability
Rating System
(School FIRST)**

TEA will assign a financial accountability rating to each district as required by Education Code 39.082.

TEA will base the financial accountability rating of a district on its overall performance on the financial measurements, ratios, and other indicators established by the commissioner. Financial accountability ratings for a rating year are based on the data from the immediate prior fiscal year.

A financial accountability rating remains in effect until replaced by a subsequent rating.

19 TAC 109.1001(b), (e), (l)

Issuance of Ratings

TEA will issue a preliminary financial accountability rating to a district on or before August 8 of each year. TEA will not delay the issuance of a preliminary or final rating if a district fails to meet the statutory deadline under Education Code 44.008 for submitting the annual financial report (AFR). Instead, the district will receive an F rating for substandard achievement.

Appeals

A district may appeal its preliminary financial accountability rating through the appeals process described at 19 Administrative Code 109.1001(n).

If TEA receives an appeal of a preliminary rating, TEA will issue a final rating to the district no later than 60 days after the deadline for submitting appeals. If TEA does not receive an appeal of a preliminary rating, the preliminary rating automatically becomes a final rating 31 days after issuance of the preliminary rating.

A final rating issued by TEA may not be appealed under Education Code 7.057 or any other law or rule.

19 TAC 109.1001(m)–(o)

[For information on the reporting requirements regarding a district's financial accountability rating, see CFA.]

Mandatory Drills

~~The commissioner, in consultation with the Texas School Safety Center (TxSSC) and the state fire marshal, shall adopt rules:~~

- ~~1. Providing best practices for conducting emergency school drills and exercises, including definitions for relevant terms; and~~

~~Designating~~

Each district shall conduct emergency safety drills in accordance with Education Code 37.114. Drills do not include persons role playing as active aggressors or other simulated threats.

Definitions

The following words and terms related to drills and exercises shall have the following meanings, unless the context clearly indicates otherwise. These definitions do not apply to an active threat exercise, which is defined in Education Code 37.1141 [see Active Threat Exercises, below].

Active aggressor: An individual actively engaged in killing or attempting to kill people in a confined and populated area.

Drill: A set of procedures that test a single, specific operation or function. Drills do not include persons role playing as active aggressors or other simulated threats. Drill examples include evacuating for a fire or locking down from an internal threat.

Evacuation drill: A response action schools take to quickly move students and staff from one place to another. The primary objective of an evacuation is to ensure that all staff, students, and visitors can quickly move away from the threat. Evacuation examples include a bomb threat or internal gas leak.

Exercise: An instrument to train for, assess, practice, and improve performance in mitigation, prevention, preparedness, response, and recovery in a risk-free environment. While drills and exercises may overlap in some aspects, discussion-based and operation-based exercises are often more in depth and multi-faceted.

Fire evacuation drill: A method of practicing how a building would be vacated in the event of a fire. The purpose of fire drills in buildings is to ensure that everyone knows how to exit safely as quickly as possible.

Full-scale exercise: Typically the most complex and resource-intensive type of exercise. It involves multiple agencies, organizations, and jurisdictions and validates many facets of preparedness. This exercise often includes many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command. Resources and staff are mobilized as needed. All actions are taken as if the emergency is real. A full-scale exercise is the most time-consuming activity in the exercise continuum and is a multiagency, multi-jurisdictional effort in which all resources are deployed. A full-scale exercise tests collaborations among the agencies and participants, public information systems, communication systems, and equipment. An Emergency Operations Center is established by either law enforcement or fire services, and the ICS is activated. Because of all the logistics and resources needed for a full-scale exercise, it often takes a year to plan and is not held often. Usually, a school district is not the organizer of such an exercise, but the district or school would play a critical role in both function and potential facility use.

Functional exercise: Designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. A functional exercise is typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. It allows participants to practice their specific roles or functions in an emergency. This type of exercise is conducted in a realistic, real-time simulated environment and often includes simulators (individuals who assist with the facilitation of the exercise) and follows a master scenario events list that dictates additional information, occurrences, or activities that affect the exercise scenario.

Lockdown drill: A response action schools take to secure interior portions of school buildings and grounds during incidents that pose an immediate threat of violence inside the school. The primary objective is to quickly ensure all school students, staff, and visitors are secured away from immediate danger.

Secure drill: A response action schools take to secure the perimeter of school buildings and grounds during incidents that pose a threat or hazard outside of the school building. This type of drill uses the security of the physical facility to act as protection to deny entry.

Seminar exercise: A discussion-based exercise designed to orient participants to new or updated plans, policies, or procedures through informal discussions. Seminar exercises are often used to impart new information and formulate new ideas.

Shelter-in-place for hazardous materials (hazmat) drill: A response action schools take to quickly move students, staff, and visitors indoors, perhaps for an extended period of time, because it is safer inside the building than outside. Affected individuals may be required to move to rooms without windows or to rooms that can be sealed. Examples of a shelter-in-place for hazmat drill include train derailment with chemical release or smoke from a nearby fire.

Shelter for severe weather drill: A response action schools take to quickly move students, staff, and visitors indoors, perhaps for an extended period of time, because it is safer inside the building than outside. For severe weather, depending on the type and/or threat level (watch versus warning), affected individuals may be required to move to rooms without windows on the lowest floor possible or to a weather shelter.

Tabletop exercise: A small group discussion that walks through a scenario and the courses of action a school will need to take before, during, and after an emergency to lessen the impact on the school community. Participants problem-solve together through a detailed discussion of roles, responsibilities, and anticipated courses of action. A tabletop exercise leverages a defined scenario to direct discussion and may need an experienced facilitator depending on the complexity and objectives of the exercise.

Workshop exercise: A type of discussion-based exercise focused on increased participant interaction and achieving or building a product (e.g., plans or policies). A workshop exercise is typically used to test new ideas, processes, or procedures; train groups in coordinated activities; and obtain consensus. A workshop exercise often uses breakout sessions to explore parts of an issue with smaller groups.

Frequency

2. Education Code 37.114(2) requires the commissioner of education to designate the number ~~and type~~ of mandatory school drills to be conducted each semester of the school year, not to exceed ~~a total of eight drills.~~ eight drills each semester and sixteen drills for the entire school year. Neither 19 Administrative Code 103.1209, nor the law, precludes a district from conducting more drills as deemed necessary and appropriate by the district. Following is the required minimum frequency of drills by type:

~~Education Code 37.114~~

**Active-Threat
Exercises**

1. ~~Before a district may conduct an active threat exercise, Se-~~
cure drill — One per school year.
2. Lockdown drill — Two per school year (once per semester).
3. Evacuation drill — One per school year.
4. Shelter-in-place for hazmat drill — One per school year.
5. Shelter for severe weather drill — One per school year.
6. Fire evacuation drill — Districts should consult with their local fire marshal and comply with their local fire marshal's requirements and recommendations. If a district does not have a local fire marshal, it shall conduct four per school year (two per semester).

Best Practices

For more information about best practices for conducting drills and exercises, refer to Texas School Safety Center (TxSSC) guidance.

Drills and exercises should be designed and conducted in accordance with guidance and best practice resources provided by the TxSSC.

Drill and exercise design should include purpose, goals, and objectives that are stated in plans for each type of drill. Purpose, goals, and objectives should be developed with input from all sectors of the school community. Input in planning should be sought from multiple stakeholder perspectives for each type of drill and exercise, including from:

1. The district School Safety and Security Committee;
2. First responders;
3. Mental and behavioral health professionals;
4. Students and families; and
5. Staff, including nontraditional teachers, coaches, trade instructors, custodians, and food service workers.

Drill and exercise design elements should include:

1. Physical and psychological safety for all participants;
2. Planning in a trauma-informed manner to maximize learning and to minimize potential trauma for students and staff;

3. Providing advance notification of drills and exercises;
4. Planning for post-drill or after-action reviews of each drill and exercise; and
5. Ensuring drills and exercises are age and developmentally appropriate with the understanding that more complex drills and exercises will require a hierarchy of learning to achieve or obtain more advanced goals or objectives.

Exercises tend to be more complex than drills and should be conducted in accordance with guidance and resources provided by the TxSSC. It is imperative that districts conduct exercises that match their experience and capabilities. It is usually best to start with discussion-based exercises and work up to operation-based exercises over time. Discussion-based exercises include seminar exercises, tabletop exercises, and workshop exercises. Operation-based exercises include functional exercises and full-scale exercises. Exercises can be used for:

1. Testing and validating policies, plans, procedures, training, equipment, and interagency agreements;
2. Clarifying and training personnel in roles and responsibilities;
3. Improving interagency coordination and communications;
4. Identifying gaps in resources;
5. Improving individual performance; and
6. Identifying opportunities for improvement.

19 TAC 103.1209; Education Code 37.114

**Active Threat
Exercises**

Not Mandatory

A district that elects to conduct an active threat exercise, defined as any exercise that includes a simulated active aggressor or an active shooter simulation, ~~the district shall ensure that~~ shall do so in accordance with Education Code 37.1141 and 19 Administrative Code 103.1211.

Districts are not required to conduct active threat exercises.

Districts may consider using a tabletop exercise as defined in 19 Administrative Code 103.1209 [see Mandatory Drills, above] to achieve the purpose, goals, and objectives of the exercise rather than using a functional or full-scale active threat exercise.

Districts may consider conducting an active threat exercise during a noninstructional time when nonparticipants are not present in the facility.

19 TAC 103.1211(a)(1), (2)

Adequate **Notice**

Prior to conducting an active threat exercise, a district must:

1. **Provide adequate** notice of the exercise ~~is provided~~ directly to ~~students expected to participate~~ individuals participating in the exercise, ~~the parents of these students, and staff likely to be part of the exercise~~ students participating in the exercise, and all other individuals impacted by the exercise. Adequate notice of the active threat exercise shall also be posted through multiple distribution networks, including ~~information regarding~~, but not limited to, the district's website and social media platforms.
 - a. To be considered adequate notice, notice shall be provided and posted at least two weeks prior to the exercise.
 - b. The notice shall include the following required elements specified in Education Code 37.1141(a)(1):
 - ~~a.~~ (1) The date on which the exercise will occur;
 - ~~b.~~ (2) The content, form, and tone of the exercise; and
 - ~~c.~~ (3) Whether the exercise will include a live simulation that mimics or appears to be an actual shooting incident;
 - c. The ~~exercise is announced~~ notice shall be provided to ~~students~~ parents in the parents' native language to the greatest extent practicable; and ~~faculty before~~
2. **Make an audible announcement over the campus public address system immediately prior to the commencement of the exercise to signal the start of the exercise, including, if to the participants, noting that it is only an exercise and not a real emergency. If applicable, an** the announcement **must state** that the exercise will include a live simulation that mimics or appears to be an actual threat, such as a shooting incident;

19 TAC 103.1211(b)(1), (2); Education Code 37.1141(a)(1), (2)

**Notice to First
Responders and
Creation of Safe
Zone**

Before a district may conduct an active threat exercise, a district shall ensure that:

- ~~3.1.~~ First responder organizations that would likely respond in the event of a false report or alarm are notified regarding the exercise; **and**
- ~~4.2.~~ A safe zone is created around the area in which the exercise will be conducted to keep out actual firearms, ammunition, and other weapons, other than firearms, ammunition, or other weapons carried by a peace officer, school resource officer, or school marshal or any other person authorized by the district to carry those items on school grounds~~;~~.

~~The~~ **Item 2 above may not be construed to prohibit a parent, legal guardian, or other person acting on a parent's or legal guardian's behalf from transporting or storing in the person's motor vehicle a firearm, ammunition, or other weapon that the person is legally authorized to possess while the person is picking up a child from school.**

Education Code 37.1141(a)(3), (4)

Content

~~5.~~ **Before a district may conduct an active threat exercise, a district shall ensure that the content of the exercise:**

- ~~a.1.~~ Is age appropriate and developmentally appropriate;
- ~~b.2.~~ Has been developed by a team of school administrators, teachers, school-based mental health professionals, and law enforcement officers, with input from parents and students; **and**
- ~~c.3.~~ Is designed to support the well-being of students who participate in the exercise before, during, and after the exercise is conducted~~;~~**and**.

~~Data regarding~~ **A district must ensure that the efficacy and impact content of the exercise will be tracked, including any feedback regarding, which includes planning and execution of the exercise, addresses the following elements:**

- 1. Input from multiple stakeholder perspectives in the design of the exercise;**
- 2. The physical and psychological safety of all participants before, during, and after the exercise, including:**
 - ~~6.a.~~ **Planning in a trauma-informed manner to minimize potential trauma for students, staff, or family members of students or staff, and other participants;**

~~Item 4 above may not be construed to prohibit a parent, legal guardian, or other person acting on a parent's or legal guardian's behalf from transporting or storing in the person's motor vehicle a firearm, ammunition, or other weapon that the person is legally authorized to possess while the person is picking up a child from school.~~

~~A district shall submit data collected under item 6 above to the TxSSC.~~

- b. The development and communication of a predetermined method for participants to withdraw from the exercise before or during the exercise; and
 - c. Access to mental health supports before, during, and after the exercise; and
3. The developmental appropriateness of the exercise, which includes a comprehensive perspective that supports the cognitive and emotional well-being of each individual and considers the impact that prior trauma, grief, and crisis experiences have had on a participant's development prior to the exercise. Developmental appropriateness considerations include the needs of special populations, including students with disabilities and emergent bilingual students.

Education Code 37.1141(a)(5); 19 TAC 103.1211(b)(3)

Data Collection

In accordance with Education Code 37.1141(c), data regarding the efficacy and impact of an active threat exercise shall be collected and submitted to the TxSSC using the methods developed by the TxSSC. 19 TAC 103.1211(c); Education Code 37.1141(a)(6), (c)

Eye and Face Protection

Required Devices

Each teacher and student shall wear industrial-quality eye-protective devices in appropriate situations as determined by district policy. *Education Code 38.005*

Recommended Guidelines

For selection and use of face and eye protection in public schools, the Texas Department of State Health Services (TDSHS) recommends the guidelines entitled "Eye and Face Protection," available at 29 C.F.R. 1910.133.

For hazard assessment and face and eye protective equipment selection in public schools, TDSHS recommends the guidelines entitled "Non-mandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection," available at 29 C.F.R. Part 1910, Subpart I, Appendix B.

Application

The guidelines are applicable to all staff members, students, and visitors within Texas public schools participating in educational activities and programs that involve:

1. The use of hazardous chemicals;
2. The use of hot liquids or solids;
3. The use of molten materials;
4. Performing grinding, chipping, or other hazardous activities where there is danger of flying particles;
5. Milling, sawing, turning, shaping, cutting, or stamping of any solid materials;
6. Heat treatment, tempering, or kiln firing of any metal or other materials;
7. Cutting, welding, or brazing operations;
8. The use of hazardous radiation, including the use of infrared and ultraviolet light or lasers;
9. Repair or servicing of any vehicle; or
10. Any process or activity in a vocational, art, industrial arts or science course or laboratory that might have a tendency to cause damage to the eyes.

25 TAC 295.141–.142

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)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

**Delayed Publisher
Payment Option**

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and

will prioritize payment for requisitions **under this provision** over reimbursement of purchases made directly by a district.

19 TAC 66.1312(a)–(e)

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. **Education Code 31.0215(d)**

Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. ~~Government Code Chapter 2251 does not apply to requisitions under this provision.~~ **19 TAC 66.1312(f); Education Code 31.0215(d)**

Government Code Chapter 2251 (payments for goods and services) does not apply to requisitions under this provision. Education Code 31.0215(e); 19 TAC 66.1312(g)

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)**

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional **allotment** funding at any time during a fiscal year.
2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual **allotment** funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted
Expenditures

~~The~~**Each district's** allotment ~~may be used to purchase funds must be expended according to the following priorities established in Education Code 31.0211:~~

1. ~~Materials~~**First, instructional materials necessary to permit the district to certify that the district has instructional materials that cover all elements of the essential knowledge and skills of the required curriculum, other than physical education, for each grade level as required by Education Code 28.002; and**
2. **Then, any other instructional materials or allowed technological equipment.**

Maintaining the priorities above, the allotment funds may be used to pay for:

1. **Instructional materials** on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials, ~~regardless of whether the instructional materials are~~ on the list adopted **by the State Board of Education (SBOE)** under Education Code 31.024;
3. **Non-adopted instructional materials;**
- ~~3.4.~~ **Consumable instructional materials, including workbooks;**
- ~~4.5.~~ Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
6. **Versions of non-adopted instructional materials that are fully accessible to students with disabilities;**

- ~~5-7.~~ Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
- ~~6-8.~~ Supplemental instructional materials, as provided by Education Code 31.035;
- ~~7-9.~~ State-developed open ~~education resource source~~ instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
- ~~8-10.~~ Instructional materials and technological equipment under any continuing contracts of the district in effect on September- 1, 2011;
- 11. Activities related to the local review and adoption of instructional materials;**
- ~~9.—~~ Technological equipment ~~necessary to support that contributes to student learning, including equipment that supports~~ the use of ~~materials included on the list adopted by the commissioner under Education Code 31.0231 or any instructional materials purchased with an allotment under these provisions;~~
- ~~10-12. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of the instructional materials; and;~~
- ~~11.—~~ ~~Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth.~~
- ~~The allotment may be used to pay:~~
- ~~1-13.~~ ~~For training~~ **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; ;~~
- ~~2.—~~ ~~For training personnel in the electronic administration of assessment instruments;~~
- 14. Providing access to technological equipment for instructional use;**
- ~~3-15.~~ The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning; ~~and~~
- 16. ~~For costs~~ Inventory software or systems for storing, managing, and accessing instructional materials;**

17. Software for analyzing the use and effectiveness of instructional materials;
18. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth;
- 4.19. 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 ensure internet access; and

~~Education Code 31.0211(c); 19 TAC 66.1307(f)~~

~~Technological
Equipment~~

~~In purchasing technological equipment, a school district shall:~~

- ~~1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and~~
- ~~2.1. Consider the long-term cost of ownership and flexibility for innovation.~~

~~Education Code 31.0211(d 1)~~

Prohibited
Expenditures

20. Training for personnel in the electronic administration of assessment instruments.

The allotment funds may not be used to pay for:

1. Services for installation;
2. The physical conduit that transmits data such as cabling and wiring or electricity; **except to the extent allotment funds are necessary to pay for allowable expenses under items 18 and 19, above;**
3. Office and school supplies;
4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;
5. Travel expenses; or
6. Equipment used for moving or storing instructional materials.

19 TAC 66.1307(e)-(g); Education Code 31.0211(c)

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 the long-term cost of ownership and flexibility for innovation.

Education Code 31.0211(d-1)

Certification of
Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

**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.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

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.

Education Code 31.0212

Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system (~~EMAT~~) as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
 - a. The district has instructional materials that cover all the required Texas ~~essential knowledge~~ **Essential Knowledge** and ~~skills~~ **Skills** (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and

- b. The district has used its allotment for only ~~the~~ allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
 2. Preparation by TEA of ~~EMAT~~the state ordering system for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in ~~EMAT~~the state ordering system.

19 TAC 66.1307(h)–(j)

Online Requisition System ~~(EMAT)~~

The commissioner shall maintain an online requisition system ~~(EMAT)~~ for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

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*

Requisitions, Use, and Distribution

A district shall make a requisition for instructional materials using the online requisition program ~~(EMAT)~~ maintained by the commissioner. A district may requisition instructional materials on the ~~State Board of Education (SBOE)~~ instructional materials list 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)*

Supplemental Instructional Materials

A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*

Availability of Open
Education Resource
Instructional
Materials

A district that selects open education resource 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)

Employee Training

The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system (~~known as~~ EMAT). Training shall be completed prior to ordering instructional materials for the first time and again each time the district is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. 19 TAC 66.107(d)

**Special Instructional
Materials**

All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

For Teachers

Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents

Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that

forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311(a)–(d), (h), (j)

**Bilingual
Instructional
Materials**

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

**Certification of
Instructional
Materials**

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district 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. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

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. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;
4. Open education resource instructional materials made available by other public schools;
5. Instructional materials developed or purchased by the district; and
6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

Each district shall certify, in a format approved by the commissioner, that the district protects against access to obscene or harmful content in compliance with the requirements for

[certification under the Children's Internet Protection Act, 47 U.S.C. 254\(h\)\(5\)\(B\) and \(C\). \[See CQ\]](#)

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

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 open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

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 open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

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 open education resource instructional material. <i>Education Code 31.104</i>
Sale or Disposal	The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.
Sale	The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.
<i>Use of Proceeds</i>	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	<p>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.</p> <p><i>Education Code 31.105</i></p>
Annual Inventory	A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. <i>19 TAC 66.107(a)</i>
Local Handling Expenses	School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. <i>19 TAC 66.104(d)</i>

**Information Required
on Website**

A district that at any time on or after January 1, 2019, maintained a publicly accessible internet website shall post on a publicly accessible website the following information:

1. The district's contact information, including a mailing address, telephone number, and email address;
2. Each member of the board;
3. The date and location of the next election for board members [see BB series];
4. The requirements and deadline for filing for candidacy of board member, which shall be continuously posted for at least one year before the election day for the office [see BB series];
5. Each notice of a meeting of the board under Government Code Chapter 551, Subchapter C [see BE]; and
6. Each record of a meeting of the board under Government Code 551.021 [see BE].

Items 5 and 6 above do not apply to a district with a population of less than 5,000 in the district's boundaries and located in a county with a population of less than 25,000.

Gov't Code 2051.201

Note: See GBA regarding the confidentiality of certain board member information.

Trustee Information

Each district that maintains an internet website shall post on the website the name, email address, and term of office, including the date the term began and the date the term expires, of each member of the district's board of trustees. If a district does not maintain an internet website, the district shall submit the information required above to the Texas Education Agency (TEA). On receipt of the district's information, TEA shall post the information on TEA's internet website.

Each time there is a change in the membership of a district's board, the district shall update the information required above and, as applicable post the updated information on the district's internet website or submit the updated information to TEA for posting on TEA's internet website.

Education Code 11.1518

Note: The following is an index of website posting requirements that are addressed in the legal reference material of the policy manual. The list is not all-inclusive. The list does not address postings that are required in response to a specific incident or postings required under special circumstances.

**Other Required
Internet Postings**

The following posting requirements apply to a district that maintains an internet website:

1. A board may not vote on adoption of a proposed local innovation plan unless the final version of the proposed plan has been available on the district website for at least 30 days, under Education Code 12A.005(a)(1) and 19 Administrative Code 102.1307(a)(1). [See AF]
2. A district designated as a district of innovation shall ensure that a copy of its current local innovation plan is available to the public by posting and maintaining the plan in a prominent location on the district's website, under Education Code 12A.0071(a) and 19 Administrative Code 102.1305(e), .1307(f). [See AF]
3. Not later than 30 days after an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked is assigned, a district must post notice on the home page of its website with a link to the required notification under 19 Administrative Code 97.1055(f), and maintain this until the district is assigned the accredited status. [See AIA]
4. A district with a local accountability system must produce a campus scorecard and make available on the district website an explanation of the methodology used to assign local accountability performance ratings, under 19 Administrative Code 97.1003(g). [See AIA]
5. A board shall disseminate its Texas Academic Performance Report (TAPR) by posting it on the district website under 19 Administrative Code 61.1022(f). [See AIB]
6. Not later than the tenth day after the first day of instruction of each school year, a district shall make available each campus report card, the district's performance report, the district's accreditation status and performance rating, and a definition and explanation of each accreditation status, under Education Code 39.362. [See AIB]

7. A district shall post its annual federal report card under 20 U.S.C. 6311(h)(2). [See AIB]
8. **A district or campus assigned a rating of D that qualifies under Education Code 39.0543(b) must notify the public of the meeting for input for the development of a local improvement plan 15 days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(b)(3)(A)(ii). [See AIC]**
- ~~8-9.~~ A campus intervention team must notify the public of the meeting for input for the development of a targeted improvement plan ~~fifteen~~**15** days prior to the meeting by way of the district and campus website, under 19 Administrative Code 97.1061(~~de~~)(3)(A)(ii) and Education Code 39A.056. [See AIC]
- ~~9-10.~~ A district shall post a targeted improvement plan for a campus assigned an unacceptable performance rating on its website before the board hearing on the plan under Education Code 39A.057(b). [See AIC]
- ~~10-11.~~ A district shall notify stakeholders of their ability to review the completed campus turnaround plan and post the completed plan on the district website at least 30 days before the final plan is submitted to the board of trustees, under 19 Administrative Code 97.1064(e). [See AIC]
- ~~11-12.~~ A district shall post an election notice required under Election Code 85.007. [See BBBA]
- ~~12-13.~~ A district shall post election information under Election Code 4.009. [See BBBA]
- ~~13-14.~~ Each day early voting is conducted, the district shall post the branch daily register under Election Code 85.072. [See BBBA]
- ~~14-15.~~ A district shall post early voting rosters under Election Code 87.121. [See BBBA]
- ~~15-16.~~ A district shall post election results under Election Code 65.016. [See BBBB]
- ~~16-17.~~ A district shall post the minutes of the last regular board meeting held before an election of trustees if the minutes reflect that a trustee is deficient in meeting the trustee's training requirement, under Education Code 11.159(b) and 19 Administrative Code 61.1(j). [See BBD]

- ~~17-18~~. A district that is located wholly or partly in a municipality with a population of more than 500,000 and with a student enrollment of more than 15,000 shall post a report filed pursuant to Election Code Chapter 254 by a board member, a candidate for membership on the board, or a specific-purpose committee for supporting, opposing, or assisting a candidate or member of a board under Election Code 254.04011. [See BBBC]
- ~~18-19~~. A district shall provide access to the conflicts disclosure statements and questionnaires under Local Government Code 176.009. [See BBFA, CHE]
- ~~19-20~~. A district shall post the statements regarding activities to support and promote student health under Education Code 28.004. [See BDF]
- ~~20-21~~. A district must post notice of school health advisory council (SHAC) meetings under Education Code 28.004(d-1). [See BDF]
- ~~21-22~~. A district must post the minutes and audio or video recording of each SHAC meeting under Education Code 28.004(d-2). [See BDF]
- ~~22-23~~. A board must post notice of a board meeting and, if the district contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more, the board must also post the agenda for a board meeting under Government Code 551.056. [See BE]
- ~~23-24~~. A district that has a student enrollment of 10,000 or more shall post the archived recording, or a link thereto, of its meetings under Government Code 551.128(b-1). [See BE]
- ~~24-25~~. A district conducting a bond election shall post the election order, the election notice, the contents of the proposition, and any sample ballot under Election Code 4.003(f). [See CCA]
- ~~25-26~~. A district conducting a bond election shall post the voter information document beginning not later than the 21st day before election day and ending on the day after the election, under Government Code 1251.052(d). [See CCA]
- ~~26-27~~. A district issuing capital appreciation bonds shall post the information required by Government Code 1201.0245. [See CCA]

- ~~27-28~~. Not later than 30 days before the date of an election to approve a tax rate, a district must post the results of an efficiency audit under Education Code 11.184. [See CCG]
- ~~28-29~~. A district shall include on the home page of its website the prescribed statement if the district increases the amount of taxes to fund maintenance and operation expenditures under Tax Code 26.05(b). [See CCG]
- ~~29-30~~. A district shall maintain a link to the area of the comptroller's website where information on each of the district's agreements to limit appraised value, if any, is maintained, under Tax Code 313.0265(c). [See CCGB]
- ~~30-31~~. A district shall post a summary of its proposed budget concurrently with publication of the proposed budget under Education Code 44.0041. [See CE]
- ~~31-32~~. In the format prescribed by the comptroller, a district shall post or cause to be posted tax rate and budget information under Tax Code 26.18. [See CE]
- ~~32-33~~. A district shall maintain its adopted budget on the district's website until the third anniversary of the date the budget was adopted, under Education Code 44.0051. [See CE]
- ~~33-34~~. A district shall continuously post its contact information and Annual Local Debt Report under Local Government Code 140.008 and 34 Administrative Code 10.1–.6 on its website until the district posts the next annual report, or, as an alternative, the district may continually maintain a link to the comptroller's website where the district's financial information may be viewed. [See CFA]
- 35. Prior to conducting an active threat exercise, a district must provide adequate notice of the exercise through multiple distribution networks, including the district's website, under 19 Administrative Code 103.1211(b)(1). [See CKB]**
- ~~34-36~~. A district must make available information regarding its compliance with requirements related to the transportation of students enrolled in the district who reside outside the district, under Education Code 34.007. [See CNA]
- ~~35-37~~. A district that does not participate in the uniform group health insurance program (TRS ActiveCare) shall post its comparability report, together with the policy or contract for the group health coverage plan, under Education Code 22.004(d). [See CRD]

- ~~36-38~~. A district that is a service provider seeking to limit liability under the Digital Millennium Copyright Act must post information regarding its designated agent under 17 U.S.C. 512(c)(2). [See CY]
- ~~37-39~~. A district shall post its employment policy and any regulations referenced under Education Code 11.1513(a). [See DC]
- ~~38-40~~. A district shall post the board's employment policies under Education Code 21.204(d). [See DCB]
- ~~39-41~~. The board shall adopt and post on the district's website early childhood literacy and mathematics plans that set specific annual goals under Education Code 11.185. [See EA]
- ~~40-42~~. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the early childhood literacy and mathematics plans under Education Code 11.185. [See EA]
- ~~41-43~~. The board shall post on the district's website and on the website, if any, of each campus the annual report of progress toward the goals set under the college, career, and military readiness plans under Education Code 11.186. [See EA]
- ~~42-44~~. A district shall post curriculum materials used in the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, if the materials are in the public domain, under Education Code 28.004(j). [See EHAA]
- ~~43-45~~. A district shall post the transition and employment guide for students enrolled in special education programs and their parents in order to provide information on statewide services and programs that assist in the transition to life outside the public school system, under Education Code 29.0112. [See EHBAD]
- ~~44-46~~. A district shall make available on the district or campus website by November 1 of each school year a family engagement plan to assist the district in achieving and maintaining high levels of family involvement and positive family attitudes toward education, under 19 Administrative Code 102.1003(e). [See EHBG]
- ~~45-47~~. Annually, a district shall post any agreement between the district and a public institution of higher education to provide a dual credit program, under Education Code 28.009(b-2). [See EHDD]

- ~~46-48.~~ A district shall publish information from TEA under Education Code 28.02121 explaining the advantages of the distinguished level of achievement and each endorsement. [See EIF]
- ~~47-49.~~ A district shall post the date the PSAT/NMSQT will be administered and the date any college advanced placement tests will be administered, under Education Code 29.916. [See EK]
- ~~48-50.~~ A district that receives funds under Title 1, Part A shall post on its website and the website of each campus for each grade served, information on each assessment required by the state to comply with 20 U.S.C. 6311, other assessments required by the state, and assessments required district-wide, under 20 U.S.C. 6312(e)(2)(B). [See EKB]
- ~~49-51.~~ A district shall post information regarding local programs and services, including charitable programs and services, available to assist students who are homeless, under Education Code 33.906. [See FDC]
- ~~50-52.~~ A district shall prominently post information about required and recommended immunizations and procedures for claiming an exemption from immunization requirements under Education Code 38.019. [See FFAB]
- ~~51-53.~~ Each school year, the board shall post a summary of the [Guidelines for the Care of Students With Food Allergies At-Risk for Anaphylaxis](#)¹ on the district's website with instructions for obtaining access to the complete guidelines document, under Education Code 38.0151. [See FFAF]
- ~~52-54.~~ A district must prominently display the contact information required to be listed for the Title IX Coordinator and policy on its website, if any, under 34 C.F.R. 106.8(b). [See FFH]
- ~~53-55.~~ A district must make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website, if any, under 34 C.F.R. 106.45(b)(10)(i)(D). [See FFH]
- ~~54-56.~~ To the extent practicable, a district must post the procedure for reporting bullying established by the district's bullying policy, under Education Code 37.0832(e). [See FFI]

- ~~55-57~~. A district shall post on its website, for each district campus, the email address and dedicated phone number of the campus behavior coordinator under Education Code 26.015. [See FO]
- ~~56-58~~. If the board designates a method for making a written request for public information, other than mail, email, or hand-delivery, the board must include a statement that a request may be made by that method on its website under Government Code 552.234(b) unless the statement is on the sign required by Government Code 552.205. [See GBAA]
- ~~57-59~~. A board that allows requestors to use the public information request form created by the attorney general must post the form on the district website under Government Code 552.235. [See GBAA]
- ~~58-60~~. A district shall post on its website and each campus shall post on any campus website a notice regarding the district's ability to refuse entry or eject certain persons under Education Code 37.105 and 19 Administrative Code 103.1207(g), including the appeal process. [See GKA]

Optional Internet Postings

A district that maintains an internet website has the following options:

1. A board may broadcast an open meeting over the internet, under Government Code 551.128. [See BE]
2. A district may publish the superintendent's employment contract on the district's website instead of publishing it in the annual financial management report under 19 Administrative Code 109.1001(q)(3)(B)(i). [See CFA]
3. Notice of a vacant position for which a certificate or license is required may be provided by posting the position on the district's internet website, rather than on a bulletin board, under Education Code 11.1513. [See DC]
4. A district may place on its internet website a current copy of the procedural safeguards notice regarding special education and related services, under 34 C.F.R. 300.504(b). [See EHBAE]
5. A district may provide the annual notice to the parent of each student enrolled in grade 9 or above of the availability of subsidies for certain exam fees and the availability and enrollment qualifications for programs under which a student may

earn college credit and career and technology education programs or other work-based education programs in the district, under Education Code 28.010. [See EHDD]

6. A board may post a mailing address and email address designated for receiving written requests for public information on its website under Government Code 552.234(d). [See GBAA]

Geospatial Data Products

“Geospatial data product” means a document, computer file, or internet website that contains geospatial data; a map; or information about a service involving geospatial data or a map. *Gov’t Code 2051.101(1)*

Notice

A district shall include a notice on each geospatial data product that:

1. Is created or hosted by the district;
2. Appears to represent property boundaries; and
3. Was not produced using information from an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor or land surveyor authorized to perform surveys under laws in effect when the survey was conducted.

The notice must be in substantially the following form: “This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.”

The notice may include language further defining the limits of liability of a geospatial data product producer; apply to a geospatial data product that contains more than one map; or for a notice that applies to a geospatial data product that is or is on an internet website, be included on a separate page that requires the person accessing the website to agree to the terms of the notice before accessing the geospatial data product.

Gov’t Code 2051.102

Exemption

A district is not required to include the notice on a geospatial data product that:

1. Does not contain a legal description, a property boundary monument, or the distance and direction of a property line;
2. Is prepared only for use as evidence in a legal proceeding;
3. Is filed with the clerk of any court; or

4. Is filed with the county clerk.

Gov't Code 2051.103

¹ TDSHS Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis: ~~<https://www.dshs.texas.gov/uploadedFiles/Content/Prevention-and-Preparedness/schoolhealth/SHAC/Guidelines-Food%20Allergy-Final.pdf>~~
<https://www.dshs.texas.gov/schoolhealth/pdf/FoodAllergyGuide.pdf>

Definitions

Participating Entity

“Participating entity” means an entity participating in the uniform group coverage program established under Insurance Code Chapter 1579.

Program

“Program” means the uniform group coverage program established under Insurance Code Chapter 1579 (TRS-ActiveCare).

Insurance Code 1579.002(5), (6)

Coverage Requirements

A district shall participate in the uniform group coverage program established under Insurance Code Chapter 1579 as provided by Subchapter D of that chapter. *Education Code 22.004(a)*

Districts with 500 or Fewer Employees

Each district with 500 or fewer employees is required to participate in the program. *Insurance Code 1579.151(a)*

Self-Funded Districts

Notwithstanding the above, a district otherwise subject to the requirement that, on January 1, 2001, was individually self-funded for the provision of health coverage to its employees may elect not to participate in the program. *Insurance Code 1579.151(b)*

Districts with More Than 500 Employees

A district with more than 500 employees may elect to participate in the program. A district that elects to participate shall apply for participation in the manner prescribed by TRS rule. *Insurance Code 1579.152*

TRS-ActiveCare

The Teacher Retirement System (TRS) shall implement and administer the uniform group coverage program described by Insurance Code Chapter 1579. TRS shall establish plans of group coverages for employees participating in the program and their dependents. *Insurance Code 1579.051, .101*

Eligibility

Participation in the program is limited to employees of participating districts who are full-time employees and to part-time employees who are participating members in TRS. *Insurance Code 1579.202(a)*

Full-Time Employees

A “full-time employee” is a participating member who ~~is~~:

1. ~~Is~~ currently employed by a district;
2. ~~Is employed~~ in a position that is eligible for membership in TRS; and ~~who is~~
3. ~~Is~~ not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under ~~Insurance Code Chapters 1551-1601~~ (the Texas Employees Group Benefits Act), ~~1601~~ (**Insurance Code Chapter 1551**), or the State University Employees Uniform Insurance Benefits Act;

~~or 1575~~ (Insurance Code Chapter 1601) or the Texas Public School Retired Employees Group Benefits Act ~~{(Insurance Code Chapter 1575, also known as TRS-Care)}~~).

An individual who is eligible to Medicare, and meets the criteria in 1 and 2, above, will be considered a full-time employee.

34 TAC 41.33(2)

Certain Part-Time Employees

A part-time employee of a district who is not a participating member in TRS is eligible to participate in the program only if the employee pays all of the premiums and other costs associated with the health coverage plan selected by the employee. *Insurance Code 1579.204*

A “part-time employee” is an individual who:

1. Is currently employed by a district for ten hours or more each week;
2. Is employed in a position that is not eligible for membership in TRS or is not eligible for membership in TRS because of a service or disability retirement; and
3. Is not receiving coverage as an employee or retiree from a uniform group insurance or health benefits program under ~~Insurance Code Chapters 1551, 1601, or 1575~~ (the Texas Employees Group Benefits Act (Insurance Code Chapter 1551) or the State University Employees Uniform Insurance Benefits Act (Insurance Code Chapter 1601) or the Texas Public School Retired Employees Group Benefits Act (Insurance Code Chapter 1575, also known as TRS-Care)).

An individual who is eligible to Medicare, and who meets the criteria of 1 and 2, above, will be considered a part-time employee.

34 TAC 41.33(6)

Alternative Group Health Coverage Prohibited

Notwithstanding any other law, a participating entity may not offer or make available to the entity’s employees or their dependents group health coverage not provided under the program. *Insurance Code 1579.1045; 34 TAC 41.30(e)*

If, contrary to 34 Administrative Code 41.30(e) and Insurance Code 1579.1045, a participating entity offers alternative group health coverage, TRS may pursue remedies for noncompliance, including but not limited to removal from or denial of entry into TRS-ActiveCare. TRS may impose or pursue one or more remedies. The pursuit of one remedy does not constitute a waiver of any

other remedy that TRS may have at law or equity. If TRS discovers that a participating entity is in violation of 34 Administrative Code 41.30(e) after the beginning of a plan year, in addition to any other available remedy, TRS will remove the entity from the program effective at the end of the month in which TRS discovers the situation; and it will be the entity's liability to procure alternative coverage or provide other remedies for the employees and their dependents that lose coverage under these circumstances. *34 TAC 41.30(f)*

**Participation
Election**

Election to
Discontinue

Effective September 1, 2022, a participating entity may elect to discontinue the entity's participation in the program by providing written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective.

A participating entity that elects to discontinue participation in the program may not elect to:

1. Participate in the program until the fifth anniversary of the effective date of the entity's election to discontinue participation; or
2. Discontinue the entity's participation after an election described by item 1 until the fifth anniversary of the effective date of that election.

Election to
Continue

Effective September 1, 2022, an entity that elects to participate in the program shall provide written notice to TRS not later than December 31 of the year preceding the first day of the plan year in which the election will be effective. The entity may not elect to discontinue the entity's participation until the fifth anniversary of the effective date of the entity's election to participate.

Insurance Code 1579.155; 34 TAC 41.30

An eligible entity that submits a written election to participate in TRS-ActiveCare under 34 Administrative Code 41.30 must include with the notice of election the information specified in 34 Administrative Code 41.45. Written notices of election to participate in TRS-ActiveCare without the information required will be considered incomplete and will be denied by TRS. *34 TAC 41.45*

Optional Coverages

Education Code 22.004 does not preclude a district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 from entering into contracts to provide optional insurance coverages for district employees. *Education Code 22.004(j)*

**Other Health
Coverage Programs**

A district that does not participate in the program shall make available to its employees group health coverage provided by a risk pool

established by one or more districts under Local Government Code Chapter 172 (“authorized risk pool”), or under a policy of insurance or group contract issued by an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization under Insurance Code Chapter 843.

Comparability

The coverage provided by a district that does not participate in the program must meet the substantive coverage requirements of Insurance Code Chapter 1251, Subchapter A, Chapter 1364, and Chapter 1366, Subchapter A, and any other law applicable to group health insurance policies or contracts issued in this state. The coverage must include major medical treatment but may exclude experimental procedures. “Major medical treatment” means a medical, surgical, or diagnostic procedure for illness or injury. The coverage may include managed care or preventive care and must be comparable to the basic health coverage provided under Insurance Code Chapter 1551 (Texas Employees Group Benefits Act).

The following factors shall be considered in determining whether the district’s coverage is comparable to the basic health coverage specified above:

1. The deductible amount for service provided inside and outside of the network;
2. The coinsurance percentages for service provided inside and outside of the network;
3. The maximum amount of coinsurance payments a covered person is required to pay;
4. The amount of the copayment for an office visit;
5. The schedule of benefits and the scope of coverage;
6. The lifetime maximum benefit amount; and
7. Verification that the coverage is issued by a provider licensed to do business in this state by the Texas Department of Insurance (TDI) or is provided by an authorized risk pool or that a district is capable of covering the assumed liabilities in the case of coverage provided through district self-insurance.

Education Code 22.004(b)

Financial Statement

A district that does not participate in the program may not contract with an insurer, a company subject to Insurance Code Chapter 842, or a health maintenance organization to issue a policy or contract under Education Code 22.004, or with any person to assist the district in obtaining or managing the policy or contract unless, before the contract is entered, the insurer, company, organization,

or person provides the district with an audited financial statement showing the financial condition of the insurer, company, organization, or person. *Education Code 22.004(f)*

Small Employer
Market Election

A district may elect to participate as a small employer without regard to the number of employees in the district. A district that makes this election is treated as a small employer under Insurance Code Chapter 1501 for all purposes.

A district that is participating in the uniform group coverage program established under Insurance Code Chapter 1579 may not participate in the small employer market under this provision and may not renew a health insurance contract obtained in accordance with this provision after the date on which the program of coverages provided under Chapter 1579 is implemented. This provision does not affect a contract for the provision of optional coverages not included in a health benefit plan under Insurance Code Chapter 1501.

Insurance Code 1501.009

*Employee
Election —
Spouses*

A district employee who is eligible for coverage under a large or small employer health benefit plan providing coverage to the district's employees and who is the spouse of another district employee covered under the plan may elect whether to be treated under the plan as an employee or as the dependent of the other employee. *Insurance Code 1501.0095*

Self-Funded Health-
Care Plan

The board may establish a health-care plan for district employees and their dependents. In implementing the plan, the board shall establish a fund to pay, as authorized under the plan, all or part of the actual costs for hospital, surgical, medical, dental, or related health care incurred by employees or any dependent whose participation in the program is being supported by deductions from an employee's salary. Under the plan, the fund also may be used to pay the costs of administering the fund. The fund consists of money contributed by the district and money deducted from salaries of employees for dependent or employee coverage. Money for the fund may not be deducted from an employee's salary unless the employee authorizes the deduction in writing. The plan shall attempt to protect the district against unanticipated catastrophic individual loss, or unexpectedly large aggregate loss, by securing individual stop-loss coverage, or aggregate stop-loss coverage, or both, from a commercial insurer.

The board may amend or cancel the district's health-care plan at any regular or special board meeting. If the plan is canceled, any valid claim against the fund for payment of health-care costs resulting from illness or injury occurring during the time the plan was in

effect shall be paid out of the fund. If the fund is insufficient to pay the claim, the costs shall be paid out of other available district funds.

Education Code 22.005

Compliance Report	<p>Each district that does not participate in the program shall prepare a report addressing its compliance with Education Code 22.004. The report must be available for review, together with the policy or contract for the group health coverage plan, at the central administrative office of each campus in the district and be posted on the district's internet website if the district maintains a website, must be based on the district group health coverage plan in effect during the current plan year, and must include:</p> <ol style="list-style-type: none">1. Appropriate documentation of:<ol style="list-style-type: none">a. The district's contract for group health coverage with a provider licensed to do business in this state by TDI or an authorized risk pool; orb. A resolution of the board authorizing a self-insurance plan for district employees and of the district's review of district ability to cover the liability assumed;2. The schedule of benefits;3. The premium rate sheet, including the amount paid by the district and employee;4. The number of employees covered by the health coverage plan offered by the district; and5. Information concerning the ease of completing the report.
Cost of Coverage	<i>Education Code 22.004(d)</i>
TRIS-ActiveCare	The cost of coverage under the program shall be paid by the state, the district, and the employees in the manner provided by Insurance Code Chapter 1579, Subchapter F, below. <i>Education Code 22.004(c)</i>
State Contribution	The state shall provide for each covered employee the amount of \$900 each state fiscal year or a greater amount as provided by the General Appropriations Act. The state contribution shall be distributed through the school finance formulas under Education Code Chapters 48 and 49 and used by districts as provided by Education Code 48.275. <i>Insurance Code 1579.251(a)</i>
Employee Contribution	An employee covered by the program shall pay that portion of the cost of coverage selected by the employee that exceeds the amount of the state contribution and a district's contribution.

<i>District Contribution</i>	<p>A district may pay any portion of what otherwise would be the employee share of premiums and other costs associated with the coverage selected by the employee.</p> <p><i>Insurance Code 1579.253</i></p> <p>A district shall make contributions for the program as provided by Insurance Code Chapter 1581. <i>Insurance Code 1579.252</i> [See District Required Minimum Effort, below]</p>
Other Health Coverage Programs	<p>The cost of coverage under a plan adopted by a district that does not participate in the program shall be shared by the employees and the district, using the contributions by the state described by Insurance Code Chapter 1579, Subchapter F. [See State Contribution, above] <i>Education Code 22.004(c)</i></p>
District Required Minimum Effort	<p>A district shall, for each fiscal year, use to provide health coverage an amount equal to the number of participating employees of the district multiplied by \$1,800. <i>Insurance Code 1581.052(a)</i></p>
Designation of Compensation for Benefits	<p>An employee who is covered by a cafeteria plan or who is eligible to pay health-care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health-care supplementation. [See DEA] <i>Education Code 22.103(a), (c)</i></p>
Use	<p>An employee may use compensation designated for health-care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health-care premiums through a premium conversion plan. <i>Education Code 22.106</i></p>
Written Election	<p>Each year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health-care supplementation. An election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. <i>Education Code 22.105</i></p>
Continuation Coverage	<p>Notwithstanding any other law, an employee whose resignation is effective after the last day of an instructional year is entitled to participate or be enrolled in the uniform group coverage plan or the district's group health coverage through the earlier of:</p>
After Resignation	<ol style="list-style-type: none"> 1. The first anniversary of the date participation in or coverage under the uniform group coverage plan or the group health coverage was first made available to district employees for the last instructional year in which the employee was employed by the district; or

2. The last calendar day before the first day of the instructional year immediately following the last instructional year in which the employee was employed by the district.

If an employee's resignation is effective after the last day of an instructional year, the district may not diminish or eliminate the amount of a contribution available to the employee under Insurance Code Chapter 1581 [see District Required Minimum Effort, above] before the last date on which the employee is entitled to participation or enrollment.

Education Code 22.004(k), (l); 34 TAC 41.38

During Military
Leave

An employee who is absent from a position of employment by reason of service in the uniformed services may elect to continue coverage under a health plan. The maximum period of coverage of such a person and the person's dependents shall be the lesser of:

1. The 24-month period beginning on the date on which the person's absence begins; or
2. The day after the date on which the person fails to apply for or return to a position of employment. [See DECB]

38 U.S.C. 4317(a)

During FMLA Leave

During any period of leave under the Family and Medical Leave Act (FMLA), a district shall maintain coverage under any group health plan for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. *29 U.S.C. 2614(c); 29 C.F.R. 825.209, .210, .213* [See also DECA]

Upon Termination
or Other Qualifying
Event (COBRA)

In accordance with regulations that the Secretary of Health and Human Services shall prescribe, each group health plan that is maintained by any state that receives funds under 42 U.S.C. Chapter 6A, by any political subdivision of such a state, or by any agency or instrumentality of such a state or political subdivision, shall provide, in accordance with 42 U.S.C. Chapter 6A, Subchapter XX, that each qualified beneficiary who would lose coverage under the plan as a result of a qualifying event is entitled, under the plan, to elect, within the election period, continuation coverage under the plan. *42 U.S.C. 300bb-1(a)*

[For more information on the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), see 42 U.S.C. 300bb-1 through 300bb-8.]

Note: See DEB for continuation benefits that are available to survivors of district peace officers under certain conditions.

**Coverage of
Preexisting
Conditions**

Notwithstanding any other law, group health benefit coverage provided by or offered through a district to its employees under any law other than the uniform group coverage program is subject to the requirements of Insurance Code Sections 1501.102–.105, which limit exclusion for preexisting conditions. This provision applies to all group health benefit coverage provided by or offered through a district to its employees, including a standard health benefit plan issued under Insurance Code Chapter 1507 and health and accident coverage provided through a risk pool established under Local Government Code Chapter 172. *Education Code 22.004(m)*

TRS-ActiveCare

Coverage provided under the uniform group coverage program may not be made subject to a preexisting condition limitation during the initial period of eligibility. *Insurance Code 1579.105*

Federal Law

A group health plan and a health insurance issuer offering group or individual health insurance coverage may not impose any preexisting condition exclusion with respect to such plan or coverage. 42 U.S.C. 300gg-3(a)

**Privacy of Health
Information**

To the extent a district is a covered entity under the Administrative Simplification provisions of HIPAA (42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 C.F.R. Parts 160, 162, 164), the district must maintain the privacy of protected health information in accordance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

Definitions

“Covered entity” means:

Covered Entity

1. A health plan;
2. A health-care clearinghouse; or
3. A health-care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Subtitle A, Subchapter C.

45 C.F.R. 160.103

*Protected Health
Information*

“Protected health information” means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. “Protected health information” excludes individually identifiable health information:

1. In education records covered by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. [See FL]
2. In records described at 20 U.S.C. 1232g(a)(4)(B)(iv) (medical treatment records on a student who is at least 18 years of age).
3. In employment records held by a covered entity in its role as employer.

45 C.F.R. 160.103

Purpose

As a condition of accreditation, a district shall provide instruction in the essential knowledge and skills at appropriate grade levels in the foundation and enrichment curriculum. *Education Code 28.002(c); 19 TAC 74.1(b)*

A district shall ensure that all children in the district participate actively in a balanced curriculum designed to meet individual needs. *Education Code 28.002(g)*

Instruction may be provided in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade-level standards. *19 TAC 74.2*

A primary purpose of the public school curriculum is to prepare thoughtful, informed citizens who understand the importance of patriotism and can function productively in a free enterprise society with appreciation for the fundamental democratic principles of our state and national heritage.

A district shall require the teaching of informed American patriotism, Texas history, and the free enterprise system in the adoption of instructional materials for kindergarten through grade 12, including the founding documents of the United States. In providing instruction required by the State Board of Education under Education Code 28.002(h-1), regarding the founding documents of the United States, a district shall use those documents as part of the instructional materials for the instruction.

Education Code 28.002(h), (h-6)

Required Curriculum

Foundation
Curriculum

A district that offers kindergarten through grade 12 shall offer a foundation curriculum that includes:

1. English language arts and reading;
2. Mathematics;
3. Science; and
4. Social studies, consisting of Texas, United States, and world history; government; geography; and economics with emphasis on the free enterprise system and its benefits.

Education Code 28.002(a)(1); 19 TAC 74.1(a)(1)

Enrichment
Curriculum

A district that offers kindergarten through grade 12 shall offer an enrichment curriculum that includes:

1. Languages other than English, to the extent possible. American Sign Language is a language for these purposes and the district may offer an elective course in the language;
2. Health, with emphasis on:
 - a. Physical health, including the importance of proper nutrition and exercise;
 - b. Mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making; and
 - c. Suicide prevention, including recognizing suicide-related risk factors and warning signs;
3. Physical education;
4. Fine arts;
5. Career and technical education;
6. Technology applications;
7. Religious literature, including the Hebrew Scriptures (Old Testament) and New Testament, and its impact on history and literature; and
8. Personal financial literacy.

Education Code 28.002(a)(2), (e); 19 TAC 74.1(a)(2)

Digital Citizenship

The State Board of Education by rule shall require each district to incorporate instruction in digital citizenship into the district's curriculum, including information regarding the potential criminal consequences of cyberbullying.

"Cyberbullying" has the meaning assigned by Education Code 37.0832. [See FFI]

"Digital citizenship" means the standards of appropriate, responsible, and healthy online behavior, including the ability to access, analyze, evaluate, create, and act on all forms of digital communication.

Education Code 28.002(z)

Positive Character
Traits

~~Beginning with the 2021–22 school year, districts~~ **Districts** are required to provide instruction in the essential knowledge and skills for positive character traits ~~outlined in 19 Administrative Code Chapter 120, Subchapter A~~ **and personal skills** at least once in the

following grade bands: kindergarten–grade 2, grades 3–5, grades 6–8, and grades 9–12.

Districts may provide the required instruction in a variety of arrangements, including through a stand-alone course or by integrating the positive character traits standards in the essential knowledge and skills for one or more courses or subject areas at the appropriate grade levels.

19 TAC 120.~~13(a)~~, .5(a), .7(a), .9(a)

Local Credit

A district may offer courses for local credit, at its discretion, in addition to those in the required curriculum, but it may not delete or omit instruction in the foundation and enrichment curricula specified above. *Education Code 28.002(f); 19 TAC 74.1(b)*

Local Instructional Plan

A district's local instructional plan may draw on state curriculum frameworks and program standards as appropriate. A district is encouraged to exceed minimum requirements of law and State Board rule.

Major Curriculum Initiatives

Before the adoption of a major curriculum initiative, including the use of a curriculum management system, a district must use a process that:

1. Includes teacher input;
2. Provides district employees with the opportunity to express opinions regarding the initiative; and
3. Includes a meeting of the board at which information regarding the initiative is presented, including the cost of the initiative and any alternatives that were considered; and members of the public and district employees are given the opportunity to comment regarding the initiative.

Education Code 28.002(g)

Common Core State Standards

A district may not use common core state standards to comply with the requirement to provide instruction in the essential knowledge and skills at appropriate grade levels. A district may not be required to offer any aspect of a common core state standards curriculum. "Common core state standards" means the national curriculum standards developed by the Common Core State Standards Initiative. *Education Code 28.002(b-1), (b-3), (b-4)*

Scope and Sequence

In adopting a recommended or designated scope and sequence for a subject in the required curriculum under Education Code 28.002(a) in a particular grade level, a district shall ensure sufficient time is provided for teachers to teach and students to learn

the essential knowledge and skills for that subject and grade level [see DG]. *Education Code 28.0027(a)*

Coordinated Health Programs

~~TEA~~The Texas Education Agency (TEA) shall make available to each district one or more coordinated health programs in elementary, middle, and junior high school. Each program must provide for coordinating education and services related to:

1. Physical health education, including programs designed to prevent obesity, cardiovascular disease, oral diseases, and Type 2 diabetes and programs designed to promote the role of proper nutrition;
2. Mental health education, including education about mental health conditions, mental health well-being, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision-making;
3. Substance abuse education, including education about alcohol abuse, prescription drug abuse, and abuse of other controlled substances;
4. Physical education and physical activity; and
5. Parental involvement.

Education Code 38.013; 19 TAC 102.1031(a)

A district shall participate in appropriate training to implement TEA's coordinated health program and shall implement the program in each elementary, middle, and junior high school in the district. *Education Code 38.014*

Coordinated school health programs that are developed by districts and that meet TEA criteria may be approved and made available as approved programs. Districts must use materials that are proven effective, such as TEA-approved textbooks or materials developed by nationally recognized and/or government-approved entities. *19 TAC 102.1031(c)*

Physical Education

Each district shall establish specific objectives and goals the district intends to accomplish through the physical education curriculum. The physical education curriculum must be sequential, developmentally appropriate, and designed, implemented, and evaluated to enable students to develop the motor, self-management, and other skills, knowledge, attitudes, and confidence necessary to participate in physical activity throughout life.

A physical education course shall:

1. Offer students an opportunity to choose among many types of physical activity in which to participate;
2. Offer students both cooperative and competitive games; and
3. Be an enjoyable experience for students.

On a weekly basis, at least 50 percent of a physical education class shall be used for actual student physical activity and the activity shall be, to the extent practicable, at a moderate or vigorous level.

Student/Teacher
Ratio

The objectives and goals shall include, to the extent practicable, student/teacher ratios [see EEB] that are small enough to enable the district to:

1. Carry out the purposes of and requirements for the physical education curriculum; and
2. Ensure the safety of students participating in physical education.

If a district establishes a student to teacher ratio greater than 45 to 1 in a physical education class, the district shall specifically identify the manner in which the safety of the students will be maintained.

Education Code 25.114, 28.002(d); 19 TAC 74.37

Classification for
Physical Education

A district shall classify students for physical education on the basis of health into one of the following categories:

1. Unrestricted — not limited in activities.
2. Restricted — excludes the more vigorous activities. Restricted classification is of two types:
 - a. Permanent — A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the impairment and the expectations for physical activity for the student.
 - b. Temporary — Students may be restricted from physical activity of the physical education class. A member of the healing arts licensed to practice in Texas shall provide written documentation to the school as to the nature of the temporary impairment and the expected amount of time for recovery. During recovery time, the student shall continue to learn the concepts of the lessons but shall not actively participate in the skill demonstration.

3. Adapted and remedial — specific activities prescribed or prohibited for students as directed by a member of the healing arts licensed to practice in Texas.

19 TAC 74.31

**School Health
Advisory Council**

A board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. *Education Code 28.004(a)* [See BDF regarding composition of the SHAC and FFA regarding federal wellness requirements.]

Duties

The SHAC's duties include recommending:

1. The number of hours of instruction to be provided in:
 - a. Health education in kindergarten through grade 8; and
 - b. If the district requires health education for high school graduation, health education, including physical health education and mental health education, in grades 9 through 12.
2. Policies, procedures, strategies, and curriculum appropriate for specific grade levels designed to prevent physical health concerns, including obesity, cardiovascular disease, Type 2 diabetes, and mental health concerns, including suicide, through coordination of:
 - a. Health education, which must address physical health concerns and mental health concerns to ensure the integration of physical health education and mental health education;
 - b. Physical education and physical activity;
 - c. Nutrition services;
 - d. Parental involvement;
 - e. Instruction on substance abuse prevention;
 - f. School health services, including mental health services;
 - g. A comprehensive school counseling program under Education Code 33.005 [see FFEA];
 - h. A safe and healthy school environment; and
 - i. School employee wellness;
3. Appropriate grade levels and methods of instruction for human sexuality instruction;

4. Strategies for integrating the curriculum components specified by item 2, above, with the following elements in a coordinated school health program:
 - a. School health services, including physical health services and mental health services, if provided at a campus by the district or by a third party under a contract with the district;
 - b. A comprehensive school counseling program under Education Code 33.005 [see FFEA];
 - c. A safe and healthy school environment; and
 - d. School employee wellness;
5. If feasible, joint use agreements or strategies for collaboration between the district and community organizations or agencies. Any agreement entered into based on a recommendation of the SHAC must address liability for the district and community organization;
6. Strategies to increase parental awareness regarding:
 - a. Risky behaviors and early warning signs of suicide risks and behavioral health concerns, including mental health disorders and substance use disorders; and
 - b. Available community programs and services that address risky behaviors, suicide risks, and behavioral health concerns.
7. Appropriate grade levels and curriculum for instruction regarding opioid addiction and abuse and methods for administering an opioid antagonist; and
8. Appropriate grade levels and curriculum for instruction regarding child abuse, family violence, dating violence, and sex trafficking, including likely warning signs that a child may be at risk for sex trafficking, provided that the local SHAC's recommendations under this provision do not conflict with the essential knowledge and skills developed by the State Board of Education.

Education Code 28.004(c), (n)

Policy
Recommendations

The SHAC shall consider and make policy recommendations to the district concerning the importance of daily recess for elementary school students. The SHAC must consider research regarding unstructured and undirected play, academic and social development,

and the health benefits of daily recess in making the recommendations. The SHAC shall ensure that local community values are reflected in any policy recommendation made to the district concerning the importance of daily recess for elementary school students. *Education Code 28.004(l)*

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

Complaints

A parent may use the grievance procedure at FNG concerning a complaint of a violation of Education Code 28.004. *Education Code 28.004(i-1)*

**Human Sexuality
Instruction**

Definitions

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

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

Education Code 28.004(p)

Board Selection

The board shall determine the specific content of a district’s instruction in human sexuality. *Education Code 28.004(h)*

The board shall select any instruction relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) with the advice of the SHAC. The instruction must:

1. Present abstinence as the preferred choice of behavior for unmarried persons of school age;
2. Devote more attention to abstinence than to any other behavior;
3. Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, infection with HIV or AIDS, and the emotional trauma associated with adolescent sexual activity;
4. Direct adolescents to a standard of behavior in which abstinence before marriage is the most effective way to prevent pregnancy, sexually transmitted diseases, and infection with HIV or AIDS; and

5. Teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates, if instruction on contraception and condoms is included in the curriculum.

Education Code 28.004(e)

Notice to Parents

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

1. A statement informing the parent of the human sexuality instruction requirements under state law;
2. A detailed description of the content of the district's human sexuality instruction and a general schedule on which the instruction will be provided;
3. A statement of the parent's right to:
 - a. At the parent's discretion, review or purchase a copy of curriculum materials as provided by Education Code 28.004(j) [see EFA];
 - b. Remove the student from any part of that instruction without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and
 - c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;
4. A statement that any curriculum materials in the public domain used for the district's human sexuality instruction must be posted on the district's internet website, if the district has an internet website, and the internet website address at which the curriculum materials are located; and
5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in human sexuality instruction, including information regarding the SHAC.

Education Code 28.004(i)

Parent Consent
Before Instruction

Before a student may be provided with human sexuality instruction, a district must obtain the written consent of the student's parent. A

request for written consent may not be included with any other notification or request for written consent provided to the parent, other than the notice provided under Education Code 28.004(i), described above, and must be provided to the parent not later than the 14th day before the date on which the human sexuality instruction begins. The requirements in this paragraph expire August 1, 2024. *Education Code 28.004(i-2)–(i-3)*

Condoms

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

Separate Classes

If a district provides human sexuality instruction, it may separate students according to sex for instructional purposes. *Education Code 28.004(g)* [See FB regarding single-sex classes under Title IX.]

Adoption of
Instructional
Materials

The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's human sexuality instruction. The policy must require:

1. The board to adopt a resolution convening the local SHAC for the purpose of making recommendations regarding the curriculum materials;
2. The local SHAC to:
 - a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and
 - b. Provide the adopted recommendations to the board at a public meeting of the board; and
3. The board, after receipt of the local SHAC's recommendations under item 2, above, to take action on the adoption of the recommendations by a record vote at a public meeting.

Before adopting curriculum materials for the district's human sexuality instruction, the board shall ensure that the curriculum materials are:

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

Education Code 28.004(e)–(e-1), (e-3)

**Abuse Prevention
Instruction**

Adoption of
Instructional
Materials

Any course materials relating to the prevention of child abuse, family violence, dating violence, and sex trafficking shall be selected by the board with the advice of the local SHAC.

The board shall adopt a policy establishing a process for the adoption of curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking. The policy must require:

1. The board to adopt a resolution convening the SHAC for the purpose of making recommendations regarding the curriculum materials;
2. The SHAC to:
 - a. After the board's adoption of the resolution, hold at least two public meetings [see BDF] on the curriculum materials before adopting recommendations; and
 - b. Provide the adopted recommendations to the board at a public meeting of the board; and
3. The board, after receipt of the SHAC's recommendations, to take action on the adoption of the recommendations by a record vote at a public meeting.

Board Selection

Before adopting curriculum materials for the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, the board shall ensure that the curriculum materials are:

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

The board shall determine the specific content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including the essential knowledge and skills addressing these topics developed by the State Board of Education.

Education Code 28.004(q)–(q-1), (q-3)–(q-4)

Notice to Parents

Before each school year, a district shall provide written notice to a parent of each student enrolled in the district of the board's decision regarding whether the district will provide instruction relating to the prevention of child abuse, family violence, dating violence, and

sex trafficking to district students. If instruction will be provided.
The notice must include:

1. A statement informing the parent of the requirements under state law regarding instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;
2. A detailed description of the content of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking;
3. A statement of the parent's right to:
 - a. At the parent's discretion, review or purchase a copy of curriculum materials [see below at Availability of Instructional Materials];
 - b. Remove the student from any part of the district's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking without subjecting the student to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school; and
 - c. Use the grievance procedure at FNG or the appeals process under Education Code 7.057 concerning a complaint of a violation of Education Code 28.004;
4. A statement that any curriculum materials in the public domain used for the district's instruction regarding the prevention of child abuse, family violence, dating violence, and sex trafficking must be posted on the district's internet website address at which the curriculum materials are located; and
5. Information describing the opportunities for parental involvement in the development of the curriculum to be used in instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking, including information regarding the local SHAC.

Parent Consent
Before Instruction

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

1. May not be included with any other notification or request for written consent provided to the parent, other than the notice described above; and

2. Must be provided to the parent not later than the 14th day before the date on which the instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking begins.

Education Code 28.004(q-5)–(q-6)

**Availability of
Materials for Human
Sexuality Instruction
and Abuse Prevention
Instruction**

Curriculum materials proposed to be adopted for the district's human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking must be made available as provided below, except copyrighted materials must be provided as described by items (2)(a) or (2)(c), as applicable.

A district shall make all curriculum materials used in human sexuality instruction or instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking available by:

1. For curriculum materials in the public domain:
 - a. Providing a copy of the curriculum materials by mail or email to a parent of a student enrolled in the district on the parent's request; and
 - b. Posting the curriculum materials on the district's internet website, if the district has an internet website; and
2. For copyrighted curriculum materials, allowing a parent of a student enrolled in the district to:
 - a. Review the curriculum materials at the student's campus at any time during regular business hours;
 - b. Purchase a copy of the curriculum materials from the publisher as provided by the district's purchase agreement for the curriculum materials; or
 - c. Review the curriculum materials online through a secure electronic account in a manner that prevents the curriculum materials from being copied and that otherwise complies with copyright law.

For purchase agreements entered into, amended, or renewed on or after September 1, 2021, if a district purchases from a publisher copyrighted curriculum materials for use in the district's human sexuality instruction, the district shall ensure that the purchase agreement provides for a means by which a parent of a student enrolled in the district may purchase a copy of the curriculum materials from the publisher at a price that does not exceed the price per unit paid by the district for the curriculum materials.

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

Education Code 28.004(e-2), (j)–(j-2), (q-2)

Character Education

A district must adopt a character education program that includes the following positive character education traits and personal skills:

1. Courage;
2. Trustworthiness, including honesty, reliability, punctuality, and loyalty;
3. Integrity;
4. Respect and courtesy;
5. Responsibility, including accountability, diligence, perseverance, self-management skills, and self-control;
6. Fairness, including justice and freedom from prejudice;
7. Caring, including kindness, empathy, compassion, consideration, patience, generosity, charity, and interpersonal skills;
8. Good citizenship, including patriotism, concern for the common good and the community, responsible decision-making skills, and respect for authority and the law;
9. School pride; and
10. Gratitude.

In developing or selecting a character education program under Education Code 29.906, a district shall consult with a committee selected by the district that consists of parents of district students, educators, and other members of the community, including community leaders.

The provisions above do not require or authorize proselytizing or indoctrinating concerning any specific religious or political belief.

Education Code 29.906

**Essential Knowledge
and Skills**

A district that offers kindergarten through grade 5 must provide instruction in the required curriculum as specified in 19 Administrative Code 74.1 (Essential Knowledge and Skills).

A district shall ensure that sufficient time is provided for teachers to teach and students to learn English language arts, mathematics, science, social studies, fine arts, health, physical education, technology applications, and to the extent possible, languages other than English.

19 TAC 74.2

**Daily Physical
Activity**

A district shall require students in kindergarten through grade 5 to participate in moderate or vigorous daily physical activity for at least 30 minutes throughout the school year, as part of the district's physical education program or through structured activity during a campus's daily recess.

If a district determines, for any particular grade level, that requiring moderate or vigorous daily physical activity is impractical due to scheduling concerns or other factors, the district may as an alternative require a student in that grade level to participate in moderate or vigorous physical activity for at least 135 minutes during each school week.

A district must provide an exemption for a student who is unable to participate in the required physical activity because of illness or disability.

Education Code 28.002(l)

Grade 6 Fine Arts

A district that provides instruction for grade 6 in a self-contained elementary class as part of elementary school shall provide instruction for students in grade 6 in all of the Middle School 1 TEKS for art, dance, music, and theatre as specified in 19 Administrative Code Chapter 117. *Education Code 28.002(c-1); 19 TAC 74.2(b)*

**Kindergarten–
Grade 3 Reading
Program**

~~A~~**Each** district shall ~~provide for the use of~~**adopt** a phonics curriculum ~~that uses systematic direct instruction in~~**for** kindergarten ~~through third~~**—grade to ensure****3 in accordance with 19 Administrative Code 74.2001. A phonics program that does not meet all students obtain necessary early literacy skills. criteria in 19 Administrative Code 74.2001(b)(1) may be used by a district if the program has a strong evidence base and is used in conjunction with a phonics program that meets all criteria. 19 TAC 74.2001; Education Code 28.0062(a)(1)**

A district shall certify to the Texas Education Agency (TEA) that the district prioritizes placement of highly effective teachers in kinder-

garten through second grade and has integrated reading instruments used to diagnose reading development and comprehension to support each student in prekindergarten through third grade. *Education Code 28.0062(a)(~~1~~), (~~a~~)(3)* [See DMA for early literacy personnel requirements]

Courses in the foundation and enrichment curriculum in grades 6–12 must be provided in a manner that allows all grade promotion and high school graduation requirements to be met in a timely manner. A district is not required to offer a specific course in the foundation and enrichment curriculum except as specified in 19 Administrative Code 74.3. *19 TAC 74.3(c)*

Grades 6–8

A district that offers grades 6–8 must provide instruction in the required curriculum as specified in 19 Administrative Code 74.1, relating to essential knowledge and skills. A district must ensure that sufficient time is provided for teachers to teach and for students to learn English language arts, mathematics, science, social studies, at least one of the four disciplines in fine arts (art, dance, music, theatre), health, physical education, technology applications, and to the extent possible, languages other than English. The school district may provide instruction in a variety of arrangements and settings, including mixed-age programs designed to permit flexible learning arrangements for developmentally appropriate instruction for all student populations to support student attainment of course and grade level standards. *19 TAC 74.3(a)(1)*

**Physical Activity
Requirements**

A district shall require students in grades 6–8 to participate in moderate or vigorous daily physical activity for at least 30 minutes for at least four semesters during those grade levels as part of the district's physical education curriculum.

A district may as an alternative require a student enrolled in a grade level for which the district uses block scheduling to participate in moderate or vigorous physical activity for at least 225 minutes during each period of two school weeks.

Exemptions

A district must provide an exemption for:

1. A student who is unable to participate in the required physical activity because of illness or disability; and
2. A student who participates in an extracurricular activity with a moderate or vigorous physical activity component that is considered a structured activity and meets the requirements for extracurricular activity as defined at 19 Administrative Code 76.1001.

A district may allow an exemption for a student on a middle or junior high school campus participating in a school-related activity or an activity sponsored by a private league or club only if that activity meets each of the following requirements:

1. The activity must be structured;
2. The board must certify the activity; and

3. The student must provide proof of participation in the activity.

A “structured activity” is an activity that meets, at a minimum, each of the following requirements:

1. The activity is based on the grade appropriate movement, physical activity and health, and social development strands of the essential knowledge and skills for physical education specified in 19 Administrative Code Chapter 116; and
2. The activity is organized and monitored by school personnel or by appropriately trained instructors who are part of a program that has been certified by the board.

Education Code 28.002(l)–(l-1); 19 TAC 103.1003

Fine Arts
Requirement

The school district must ensure that, beginning with students who enter grade 6 in the 2010–11 school year, each student completes one Texas Essential Knowledge and Skills-based fine arts course in grade 6, grade 7, or grade 8. *Education Code 28.002(c-1); 19 TAC 74.3(a)(2)*

A district shall offer and maintain evidence that students have the opportunity to take courses in at least three of the four disciplines in fine arts. The requirement to offer three of the four disciplines in fine arts may be reduced to two by the commissioner of education upon application of a school district with a total middle school enrollment of less than 250 students. *19 TAC 74.3(a)(3)*

Instruction in High
School, College,
and Career
Preparation

Each district shall provide instruction to students in grade 7 or 8 in preparing for high school, college, and a career. The instruction must include information regarding:

1. The creation of a high school personal graduation plan under Education Code 28.02121;
2. The distinguished level of achievement described by Education Code 28.025(b-15);
3. Each endorsement described by Education Code 28.025(c-1);
4. College readiness standards; and
5. Potential career choices and the education needed to enter those careers.

A district may provide the instruction as part of an existing course in the required curriculum; provide the instruction as part of an existing career and technology course designated by the State Board

of Education (SBOE) as appropriate for that purpose; or establish a new elective course through which to provide the instruction.

Education Code 28.016

**High School Courses
at Earlier Grades**

A district may offer courses designated for grades 9–12 in earlier grade levels. *19 TAC 74.26(b)*

**Grades 9–12 Course
Offerings**

A district that offers grades 9–12 shall provide instruction in the required curriculum as specified in 19 Administrative Code 74.1. A district shall ensure that sufficient time is provided for teachers to teach and for students to learn the subjects in the required curriculum. *19 TAC 74.3(b)(1)*

A district shall offer the courses listed below in grades 9–12 and shall maintain evidence that students have the opportunity to take these courses:

1. English language arts — English I, II, III, IV, and at least one additional advanced English course.
2. Mathematics — Algebra I, Algebra II, Geometry, Precalculus, and Mathematical Models with Applications.
3. Science — Integrated Physics and Chemistry, Biology, Chemistry, Physics, and at least two additional science courses selected from Aquatic Science, Astronomy, Earth and Space Science, Environmental Systems, Advanced Animal Science, Advanced Biotechnology, Advanced Plant and Soil Science, Anatomy and Physiology, Engineering Design and Problem Solving, Food Science, Forensic Science, Medical Microbiology, Pathophysiology, Scientific Research and Design, and Principles of Engineering.
 - a. The requirement to offer two additional courses may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.
 - b. Science courses shall include at least 40 percent hands-on laboratory investigations and field work using appropriate scientific inquiry.
4. Social studies — United States History Studies Since 1877, World History Studies, United States Government, World Geography Studies, Personal Financial Literacy, ~~and~~ Economics with Emphasis on the Free Enterprise System and Its Benefits, **and Personal Financial Literacy and Economics. The requirement to offer both Economics with Emphasis on the Free Enterprise System and Its Benefits and Personal**

Financial Literacy and Economics may be reduced to one by the commissioner upon application of a district with a total high school enrollment of less than 500 students.

5. Physical education — at least two ~~of the following~~ courses selected from:
 - a. ~~Foundations of Personal~~Lifetime Fitness; and Wellness Pursuits;
 - b. ~~Adventure/~~Lifetime Recreation and Outdoor ~~Educa-~~
~~tion;~~Pursuits; or
 - ~~c. — Aerobic~~Skill-Based Lifetime Activities; ~~or~~
 - ~~d. c. Team or Individual Sports.~~
6. Fine arts — courses selected from at least two of the four fine arts areas (art, music, theatre, and dance) as follows:
 - a. Art I, II, III, IV;
 - b. Music I, II, III, IV;
 - c. Theatre I, II, III, IV; or
 - d. Dance I, II, III, IV.
7. Career and technical education [see EEL] — three or more career and technical education courses for four or more credits with at least one advanced course aligned with a specified number of ~~TEA~~-Texas Education Agency (TEA)-designated programs of study determined by enrollment as follows:
 - a. One program of study for a district with fewer than 500 students enrolled in high school;
 - b. Two programs of study for a district with 501–1,000 students enrolled in high school;
 - c. Three programs of study for a district with 1,001–2,000 students enrolled in high school;
 - d. Four programs of study for a district with 1,001–5,000 students enrolled in high school;
 - e. Five programs of study for a district with 5,001–10,000 students enrolled in high school; and
 - f. Six programs of study for a district with more than 10,000 students enrolled in high school.
8. Languages other than English — Levels I, II, and III or higher of the same language.

9. Computer science — one course selected from Fundamentals of Computer Science, Computer Science I, or Advanced Placement (AP) Computer Science Principles.
10. Speech — Communication Applications.

19 TAC 74.3(b)(2)

A district must provide each student the opportunity each year to select courses in which he or she intends to participate from a list that includes all courses listed above. If a district will not offer all required courses every year, but intends to offer particular courses only every other year, it must notify all enrolled students of that fact.

A district shall teach any course a student is specifically required to take for high school graduation at least once in any two consecutive school years. For a subject that has an end-of-course assessment, a district shall either teach the course every year or use alternate delivery systems, as described in 19 Administrative Code Chapter 74, Subchapter C, to enable students to earn credit for the course and shall maintain evidence thereof.

19 TAC 74.3(b)(4)

A district may offer additional courses from the complete list of courses approved by the SBOE to satisfy graduation requirements.

19 TAC 74.3(b)(3)

A district may allow a student to enroll concurrently in Algebra I and geometry. *Education Code 28.025(b-6)*

**Personal Financial
Literacy**

Each district shall provide an elective course in personal financial literacy that meets the requirements for a one-half elective credit, using materials approved by the SBOE. The instruction in personal financial literacy must include instruction on completing the application for federal student aid provided by the Department of Education. In fulfilling the requirement to provide financial literacy instruction, a district may use an existing state, federal, private, or nonprofit program that provides students without charge the described instruction. *Education Code 28.0021(b)*

Applied Courses

A school district may offer the foundation curriculum in an applied manner. The courses delivered in an applied manner must cover the essential knowledge and skills, and the student shall be administered the applicable end-of-course assessment instrument. *Education Code 28.025(b-4)*

**Research Writing
Component**

For students entering grade 9 beginning with the 2007–08 school year, districts must ensure that one or more courses offered in the

	required curriculum for the Recommended and Advanced/ Distinguished Achievement High School Programs include a re- search writing component. <i>19 TAC 74.3(b)(5)</i>
Parenting Awareness Program	A district shall use the parenting and paternity awareness program developed by the SBOE in its high school health curriculum.
High School	
Middle and Junior High School	A district may use the program in the district's middle or junior high school curriculum.
Program Requirements	Implementation of this requirement shall comply with the require- ment that the board establish a local school health advisory council to assist the district in ensuring that local community values are re- flected in the district's health education instruction. A district may add elements at its discretion but must include the following areas of instruction: <ol style="list-style-type: none">1. Parenting skills and responsibilities, including child support;2. Relationship skills, including money management, communi- cation, and marriage preparation; and3. Skills relating to the prevention of family violence, only if the district's middle, junior high, or high schools do not have a family violence program. At the discretion of the district, a teacher may modify the sug- gested sequence and pace of the program at any grade level.
Local Programs and Materials	A district may develop or adopt research-based programs and cur- riculum materials for use in conjunction with the program devel- oped by the SBOE. The programs and curriculum materials may provide instruction in: <ol style="list-style-type: none">1. Child development;2. Parenting skills, including child abuse and neglect prevention; and3. Assertiveness skills to prevent teenage pregnancy, abusive relationships, and family violence.
Parent Permission	A student under 14 years of age may not participate in the program without the permission of the student's parent or person standing in parental relation to the student. <i>Education Code 28.002(p); 19 TAC 74.35(a)</i>
Alcohol Awareness Instruction	A district shall incorporate instruction in the dangers, causes, con- sequences, signs, symptoms, and treatment of binge drinking and

alcohol poisoning into any course meeting a requirement for a health education credit.

A district shall choose an evidence-based alcohol awareness program to use in the district's middle school, junior high school, and high school health curriculum from a list of programs approved by the commissioner for this purpose.

"Evidence-based alcohol awareness program" means a program, practice, or strategy that has been proven to effectively prevent or delay alcohol use among students, as determined by evaluations that use valid and reliable measures and that are published in peer-reviewed journals.

Education Code 28.002(r); 19 TAC 74.35(b)

CPR Instruction

For all students who entered grade 7 in the 2010–11 school year and thereafter, a district shall provide instruction to students in grades 7–12 in cardiopulmonary resuscitation (CPR). The instruction may be provided as a part of any course. A student shall receive the instruction at least once before graduation from high school.

CPR instruction must include training that has been developed by the American Heart Association or the American Red Cross or using nationally recognized, evidence-based guidelines for emergency cardiovascular care and incorporating psychomotor skills to support the instruction.

A district may use emergency medical technicians, paramedics, police officers, firefighters, representatives of the American Heart Association or the American Red Cross, teachers, other school employees, or other similarly qualified individuals to provide instruction and training. Instruction is not required to result in CPR certification. If instruction is intended to result in certification, the course instructor must be authorized to provide the instruction by the American Heart Association, the American Red Cross, or a similar nationally recognized association; otherwise, an instructor is not required to be certified in CPR.

Waivers for Students with Disabilities

A district may waive this requirement for a student who, due to a disability, is unable to complete the instruction. The determination regarding a student's ability to complete the CPR requirement must be made by:

1. The student's admission, review, and dismissal (ARD) committee if the student receives special education services under Education Code Chapter 29, Subchapter A; or

2. The committee established for the student under Section 504, if the student does not receive special education services, but is covered by Section 504.

Education Code 28.0023 (c)–(e), (g); 19 TAC 74.38

Donations

A district may accept from TEA donations the agency receives under Education Code 7.026 for use in providing instruction to students in the principles and techniques of CPR. A district may accept other donations, including donations of equipment, for use in providing CPR instruction. *Education Code 29.903*

**Proper Interaction
with a Peace Officer**

For any student entering grade 9 in the 2018–19 school year and thereafter, a district shall provide instruction in one or more courses to students in grades 9–12 on proper interaction with peace officers during traffic stops and other in-person encounters. The required instruction may be provided as part of any course or courses and must be provided to each student at least once before graduation from high school.

The instruction must include all the information required by 19 Administrative Code 74.39(b). A district shall use materials developed through a memorandum of understanding among the Texas Commission on Law Enforcement, the ~~State Board of Education, and the Texas Education Agency~~ **SBOE, and TEA**. A district may tailor the instruction developed under this section as appropriate for the district's community. In tailoring the instruction, the district shall solicit input from local law enforcement agencies, driver training schools, and the community.

A district shall clearly indicate on the transcript or academic achievement record the year in which the instruction was provided to the student.

19 TAC 74.39; Education Code 28.012

**Admission, Review,
and Dismissal
Committee**

Each district must establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full individual and initial evaluation is conducted. The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including 34 C.F.R. 300.321.

The district is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including the responsibilities listed at 19 Administrative Code 89.1050.

19 TAC 89.1050(a); 34 C.F.R. 300.116(a), .321(a)

**Committee
Members**

A district shall ensure that each ARD committee meeting includes all of the following:

1. The parents of a student with a disability;
2. At least one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
3. At least one special education teacher or, if appropriate, at least one special education provider of the student;
4. A representative of the district who:
 - a. Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
 - b. Is knowledgeable about the general education curriculum; and
 - c. Is knowledgeable about the availability of resources of the district;
5. Other individuals who have knowledge or special expertise regarding the student at the discretion of the district or the parent;
6. An individual who can interpret the instructional implications of evaluation results, who may be a member of the ARD committee described in items 2–5;
7. The student, if appropriate;
8. For a student who is suspected to be deaf or hard of hearing, a teacher who is certified in the education of students who are deaf or hard of hearing;

9. For a student with a suspected or documented visual impairment, a teacher who is certified in the education of students with visual impairments;
10. For a student with suspected or documented deaf-blindness, a teacher who is certified in the education of students with visual impairments and a teacher who is certified in the education of students who are deaf or hard of hearing;
11. For a student with limited English proficiency, a member of the language-proficiency assessment committee (LPAC), who may also be a member as described at items 2 or 3;
12. A representative of any participating agency likely to be responsible for providing transition services for a student, as appropriate, and with the consent of the student's parents or a student who has reached the age of majority; and
13. When considering initial or continued placement of a student in a career and technical education program, a representative from career and technical education, preferably the teacher.

The special education teacher or special education provider that participates in the ARD committee meeting must be appropriately certified or licensed as required by 34 C.F.R. 300.18 and 300.156.

19 TAC 75.1023(d)(1), 89.1050(c); 20 U.S.C. 1414(d)(1)(B); 34 C.F.R. 300.321;

A district member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and the district agree in writing that the attendance is not necessary because the member's area of the curriculum or related services is not being modified or discussed during the meeting.

A district member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of curriculum or related services if the parent, in writing, and the district consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

20 U.S.C. 1414(d)(1)(C); 34 C.F.R. 300.321(e)

*Regular
Education
Teacher*

If an ARD committee is required to include a regular education teacher, the regular education teacher must, to the extent practicable, be a teacher who is responsible for implementing a portion of the child's IEP. *Education Code 29.005(a)*

*Parent
Involvement*

A district shall take steps to ensure that one or both parents of a student with a disability are present at each ARD committee meeting or are afforded an opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include the purpose, time, and location of the meeting, who will be in attendance, that persons with knowledge or special expertise may be invited by either the parent or the district, and that the Part C service coordinator or other representatives of the Part C system may be invited to the initial meeting for a child previously served under a Part C early childhood intervention program); and
2. Scheduling the meeting at a mutually agreed on time and place.

If the purpose of the meeting is to consider transition services, the notice must also indicate this purpose, indicate that the district will invite the student, and identify any other agency that will be invited to send a representative.

34 C.F.R. 300.322(a)–(b); 19 TAC 89.1050(d)

*Alternative
Means of
Meeting
Participation*

If neither parent can attend an ARD meeting, the district must allow other methods of participation, such as through telephone calls or video conferencing. *20 U.S.C. 1414(f); 34 C.F.R. 300.322(c); 19 TAC 89.1050(d)*

An ARD meeting may be conducted without a parent in attendance if a district is unable to convince the parents that they should attend, but the district shall have a record of its attempts to arrange a mutually agreed on time and place, such as detailed records of telephone calls, correspondence, or visits made or attempted and the results of any of those actions. *34 C.F.R. 300.322(d)*

Meetings

A district shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability. The committee shall review each child's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once a year.

A "meeting" does not include informal or unscheduled conversations involving district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provisions if those issues are not addressed in the child's IEP. A "meeting" also does not include preparatory activities that district

personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

20 U.S.C. 1414(d)(4); 34 C.F.R. 300.116(b)(1), .324(b), (c)(1), .501(b)(3)

*Meeting at
Parent's Request*

Upon receipt of a written request for an ARD committee meeting from a parent, the school district must schedule and convene a meeting in accordance with the procedures in 19 Administrative Code 89.1050(d) or within five school days, provide the parent with written notice explaining why the district refuses to convene a meeting. *19 TAC 89.1050(e)*

Written Notice

If a parent is unable to speak English, a district must provide the parent with a written notice regarding the ARD committee meeting required under 19 Administrative Code 89.1050(d) (notice for purposes of scheduling) or (e)(2) (notice explaining why the district refuses to convene a meeting) in the parent's native language, unless it is clearly not feasible to do so. If the parent's native language is not a written language, the school district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication so that the parent understands the content of the notice. *19 TAC 89.1050(f)*

Transfer Students

In-State Transfers

When a student transfers to a new district within the state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new school district must meet the requirements of 34 C.F.R. 300.323(e) regarding the provision of special education services. The timeline for completing the requirements outlined in 34 C.F.R. 300.323(e)(1) or (2) is 30 school days from the date the student is verified as being a student eligible for special education services.

Transfers from
Another State

When a student transfers from a district in another state in the same school year and the parents verify that the student was receiving special education services in the previous district or the previous district verifies in writing or by telephone that the student was receiving special education services, the new district must meet the requirements of 34 C.F.R. 300.323(f) regarding the provision of special education services. If the new district determines that an evaluation is necessary, the evaluation is considered a full individual and initial evaluation and must be completed within the timelines established by 19 Administrative Code 89.1011(c) and (e). The timeline for completing the requirements in 34 C.F.R. 300.323(f)(2), if appropriate, is 30 calendar days from the date of

the completion of the evaluation report. If the school district determines that an evaluation is not necessary, the timeline for completing the requirements outlined in 34 C.F.R. 300.323(f)(2) is 30 school days from the date the student is verified as being a student eligible for special education services.

A student with a disability who has an IEP in place from a previous in- or out-of-state district and who enrolls in a new district during the summer is not considered a transfer student for the purposes of this provision or for 34 C.F.R. 300.323(e) or (f). For these students, the new district must implement the IEP from the previous district in full on the first day of class of the new school year or must convene an ARD committee meeting during the summer to revise the student's IEP for implementation on the first day of class of the new school year.

19 TAC 89.1050(j)

Transfer of Records

The district in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous district.

The previous district shall take reasonable steps to promptly respond to the request from the new district and must furnish the new school district with a copy of the student's records, including the student's special education records, not later than the tenth working day after the date a request for the information is received by the previous school district.

20 U.S.C. 1414(d)(2)(C)(ii); 34 C.F.R. 300.323(g); 19 TAC 89.1050(j)(3)

**Students Who Are
Homeless or in
Substitute Care**

When a student who is homeless or in substitute care transfers into a district after being referred by a previous district for a special education evaluation, the receiving district must accept the referral and ensure that any written report of a full individual and initial evaluation must be completed in accordance with the timelines established in 19 Administrative Code 89.1011 (relating to Full Individual and Initial Evaluation).

When a student who is already eligible for special education and is homeless or in substitute care transfers into a district during the school year, the receiving district must ensure that it meets the student transfer requirements of 19 Administrative Code 89.1050(j) (relating to the Admission, Review, and Dismissal Committee).

19 TAC 89.1615

Military Dependents

A district shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, C* [See FDD]

**Individualized
Education Program**

A district shall develop, review, and revise an IEP for each child with a disability. *20 U.S.C. 1412(a)(4); 34 C.F.R. 300.320(a)*

At the beginning of each school year, a district shall have in effect, for each child with a disability in its jurisdiction, an IEP. *20 U.S.C. 1414(d)(2)(A); 34 C.F.R. 300.323(a)*

The term “individualized education program” means a written statement for each student with a disability that documents the decisions of the ARD committee with respect to issues discussed at each committee meeting and includes:

1. A statement of the student’s present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the student’s progress toward the annual goals will be measured and when periodic reports on the progress of the student will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student;
5. A statement of the program modifications or supports for school personnel that will be provided for the student;
6. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate and allowable accommodations that are necessary to measure the academic achievement and functional performance of the student on state or district-wide assessments;
9. If the ARD committee determines that the student must take an alternative assessment instead of a particular regular state

or district-wide assessment, a statement of why the student cannot participate in the regular assessment and why the particular assessment selected is appropriate for the student;

10. If the ARD committee determines that a student is in need of extended school year (ESY) services, identification of the goals and objectives that will be addressed during ESY services;
11. Beginning not later than when a student reaches 14 years of age and updated annually thereafter, the ARD committee's consideration and decisions regarding the transition issues under 19 Administrative Code 89.1055(h) [see EHBAD];
12. Beginning not later than the first IEP to be in effect when the student is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate measurable postsecondary goals and transition services needed to assist the student in reaching those goals [see EHBAD];
13. Beginning not later than one year before the student reaches the age of 17, a statement that the student has been informed of the rights that will transfer to the student upon reaching the age of majority;
14. The date of the meeting;
15. The name, position, and signature of each member participating in the meeting; and
16. An indication of whether the child's parents, the adult student, if applicable, and the administrator agreed or disagreed with the decisions of the ARD committee.

20 U.S.C. 1414(d); 34 C.F.R. 300.320; Education Code 29.005(b-1), .011; 19 TAC 89.1055

The written statement of a student's IEP may be required to include only information included in the model form developed by [the Texas Education Agency \(TEA\)](#) under Education Code 29.0051(a) and posted on the TEA website. A district may use the model form to comply with the requirements for an IEP under 20 U.S.C. 1414(d). *Education Code 29.005(f), .0051*

IEP Supplement

For each child who was enrolled in a district's special education program during the 2019–20 school year or the 2020–21 school year, the district shall prepare a supplement to be included with the written statement of the IEP. For more information about the re-

quired supplement, see Education Code 29.0052 and the commissioner rules, when adopted. This requirement expires September 1, 2023. *Education Code 29.0052*

Supplemental
Special Education
Services

The ARD committee of a student approved for participation in the supplemental special education services and instructional materials program shall provide to the student's parent at an ARD committee meeting for the student:

1. Information regarding the types of supplemental special education services available under the program and provided by agency-approved providers for which an account maintained under Education Code 29.042(b) for the student may be used; and
2. Instructions regarding accessing the account.

The supplemental special education services and instructional materials program (SSES) expires September 1, 2024.

Education Code 29.048

A district shall notify parents and guardians of students served by special education of the SSES program and how to apply.

A student's ARD committee may not consider a student's current or anticipated eligibility for any supplemental special education instructional materials or services that may be provided under the SSES program when developing or revising a student's IEP, when determining a student's educational setting, or in the provision of a free appropriate public education.

19 TAC 102.1601(i)-(j)

Behavioral
Intervention Plan

The ARD committee may determine that a behavior improvement plan or a behavioral intervention plan ~~(BIP)~~ is appropriate for a student for whom the committee has developed an IEP. *Education Code 29.005(g)*

If the committee makes that determination, the ~~BIP~~ **behavior improvement plan or behavioral intervention plan** shall be included as part of the student's IEP and provided to each teacher with responsibility for educating the student. ~~Education Code 29.005(g); 19 TAC 89.1055(g)~~

If a behavior improvement plan or a behavioral intervention plan is included as part of a ~~student's~~ **student's** IEP, the **ARD** committee shall review the plan at least annually, and more frequently if appropriate, to address ~~the safety of the student or others or changes:~~

1. **Changes** in a student's circumstances that may impact the student's behavior, such as:
 - ~~1.a.~~ The placement of the student in a different educational setting;
 - ~~2.b.~~ An increase or persistence in disciplinary actions taken regarding the student for similar types of behavioral incidents;
 - ~~3.c.~~ A pattern of unexcused absences; or
 - ~~4.d.~~ An unauthorized, unsupervised departure from an educational setting; **or**

2. **The safety of the student or others.**

19 TAC 89.1055(g); Education Code 29.005(h)

Translation of IEP
into Native
Language

If the parent is unable to speak English and Spanish is the parent's native language, a district shall provide a written or audiotaped copy of the student's IEP translated into Spanish. If the parent's native language is other than Spanish or English, a district shall make a good faith effort to provide a written or audiotaped copy of the student's IEP translated into the parent's native language.
Education Code 29.005(d)

A written copy of the student's IEP translated into Spanish or the parent's native language means that all of the text in the student's IEP in English is accurately translated into the target language in written form. The IEP translated into the target language must be a comparable rendition of the IEP in English and not a partial translation or summary of the IEP in English.

An audio recording of the student's IEP translated into Spanish or the parent's native language means that all of the content in the student's IEP in English is orally translated into the target language and recorded with an audio device. A district is not prohibited from providing the parent with an audio recording of an ARD committee meeting at which the parent was assisted by an interpreter as long as the audio recording provided to the parent contains an oral translation into the target language of all of the content in the student's IEP in English.

If a parent's native language is not a written language, the district must take steps to ensure that the student's IEP is translated orally or by other means to the parent in his or her native language or other mode of communication.

Under 34 C.F.R. 300.322(f), a district must give a parent a written copy of the student's IEP at no cost to the parent. A school district

meets this requirement by providing a parent with a written copy of the student's IEP in English or by providing a parent with a written translation of the student's IEP in the parent's native language as provided above.

19 TAC 89.1050(i)

Autism/Pervasive
Developmental
Disorder

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;
5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and postsecondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (ASD);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the student's developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and
11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made.

19 TAC 89.1055(e)–(f)

*Visual
Impairment*

If a district provides special education services to students with visual impairments, it shall have written procedures as required in Education Code 30.002(c)(10) (staff access to resources). *19 TAC 89.1075(b)*

*Collaborative
Process*

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions of the ARD committee concerning the required elements of the IEP shall be made by mutual agreement, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

Ten-Day Recess

When mutual agreement about all required elements of the IEP is not achieved, the parent who disagrees must be offered a single opportunity to recess and reconvene the ARD committee meeting. The period of time for reconvening the ARD committee meeting must not exceed ten school days, unless the parties mutually agree otherwise. The ARD committee must schedule the reconvened meeting at a mutually agreed upon time and place. The opportunity to recess and reconvene is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program. [See FOF]

These requirements do not prohibit the ARD committee from recessing an ARD committee meeting for reasons other than the failure to reach mutual agreement about all required elements of an IEP.

During the recess, the ARD committee members must consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons who may assist in enabling the ARD committee to reach mutual agreement.

*Failure to Reach
Agreement*

If a recess is implemented and the ARD committee still cannot reach mutual agreement, a district shall implement the IEP it has determined to be appropriate for the student. Each member of the

ARD committee who disagrees with the IEP developed by the ARD committee is entitled to include a statement of disagreement in the IEP.

If the IEP is not developed by agreement, the written statement of the program must include the basis of the disagreement. Each member of the ARD committee who disagrees with the IEP developed by the committee is entitled to include a statement of disagreement in the written statement of the program.

Education Code 29.005(c); 19 TAC 89.1050(g)

**Modification of
Existing IEP**

Changes to the IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP.

After the annual IEP meeting for a school year, the parent and district may agree not to convene an IEP meeting for the purposes of making changes to the IEP and instead may develop a written document to amend or modify the child's current IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

To the extent possible, a district shall encourage the consolidation of reevaluation meetings for the child and other ARD meetings for the child.

20 U.S.C. 1414(d)(3)(D)–(F); 34 C.F.R. 300.324(a)(4)–(6)

**Teacher Access to
IEP**

Each district must ensure that each teacher who provides instruction to a student with a disability has access to relevant sections of the student's current IEP, is informed of the teacher's specific responsibilities related to implementation of the IEP, and has an opportunity to request assistance regarding implementation of the student's IEP. *19 TAC 89.1075(c)*

**Teacher Request to
Review IEP**

Each district shall develop a process to be used by a teacher who instructs a student with a disability in a regular classroom setting:

1. To request a review of the student's IEP;
2. To provide input in the development of the student's IEP;
3. That provides for a timely district response to the teacher's request; and
4. That provides for notification to the student's parent or legal guardian of that response.

Education Code 29.001(11); 19 TAC 89.1075(d)

**Procedural
Safeguards**

A district shall establish and maintain procedures to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education (FAPE). *20 U.S.C. 1415(a)*

These procedures shall include the following:

1. An opportunity for the parents to review all education records and to participate in meetings relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. *34 C.F.R. 300.501*
2. An opportunity for the parents to obtain an independent educational evaluation of the child. *34 C.F.R. 300.502*
3. Protecting the rights of a child when no parent can be identified, a district cannot locate the parents, or the child is a ward of the state, which may include the assignment of an individual to act as a surrogate parent. *34 C.F.R. 300.519*
4. Prior written notice to the parents when a district proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. *34 C.F.R. 300.503* [See Prior Notice and Consent, below]
5. Procedures to allow parties to resolve disputes through a mediation process. *34 C.F.R. 300.506*
6. An opportunity for any party to file a due process complaint on any matter relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child. [See Dispute Resolution, below] *34 C.F.R. 300.507*
7. Procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which shall remain confidential). *34 C.F.R. 300.508*

Consent

Consent means that:

1. The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
2. The parent understands and agrees in writing to the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and

3. The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time. A revocation of consent is not retroactive.

If the parent revokes consent in writing for his or her child's receipt of services after the child is initially provided special education and related services, the district is not required to amend the child's education records to remove any references to the child's receipt of services because of the revocation of consent.

34 C.F.R. 300.9

Language of Notices

The procedural safeguards and prior notices described below must be written in language understandable to the general public. The notice must be provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. *34 C.F.R. 300.503(c), .504(d)*

Electronic Delivery of Notices

A parent may elect to receive the procedural safeguards notice, prior notice, or notice of due process complaint by electronic mail if a district makes that option available. *34 C.F.R. 300.505*

Notice of Procedural Safeguards-Notice

A district shall provide a copy of the procedural safeguards to parents only one time a year, except that a copy also shall be given to the parents:

1. Upon initial referral or parental request for evaluation;
2. Upon receipt of the first state complaint and upon receipt of the first due process complaint in a school year;
3. On the date of a decision to make a disciplinary removal that is a change in placement; and
4. Upon request by a parent.

A district may place a current copy of the procedural safeguards notice on its website, if it has one.

Contents of Notice

The notice shall include a full explanation of the procedural safeguards relating to:

1. Independent educational evaluations;
2. Prior written notice;
3. Parental consent;
4. Access to educational records;

5. Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
 - a. The time period in which to file a complaint;
 - b. The opportunity for the district to resolve the complaint; and
 - c. The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures.
6. The availability of mediation;
7. The child's placement during pendency of any due process proceedings;
8. Procedures for children who are subject to placement in an interim alternative educational setting;
9. Requirements for unilateral placement by parents of children in private schools at public expense;
10. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
11. Civil actions, including the time period in which to file such actions; and
12. Attorneys' fees.

20 U.S.C. 1415(a)–(b), (d); 34 C.F.R. 300.504

**Prior Notice and
Consent**

A district shall provide prior written notice to the parents a reasonable time before the district proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of a child or the provision of FAPE to the child. *34 C.F.R. 300.503(a)*

Notice must be provided to the parent in the parent's native language or other mode of communication at least five school days before the school district proposes or refuses the action unless the parent agrees to a shorter time frame. *19 TAC 89.1050(h)*

Contents of Notice

The notice must include:

1. A description of the action proposed or refused by the district;
2. An explanation of why the district proposes or refuses to take the action;

3. A description of each evaluation procedure, assessment, record, or report the district used as a basis for the proposed or refused action;
4. A statement that the parents have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the procedural safeguards can be obtained;
5. Sources for parents to contact to obtain assistance in understanding the Individuals with Disabilities Act (IDEA) rules;
6. A description of other options the admission, review, and dismissal (ARD) committee [see EHBAB] considered and the reasons why those options were rejected; and
7. A description of other factors that are relevant to the district's proposal or refusal.

34 C.F.R. 300.503(b)

Consent to Initial Evaluation	Before a district conducts an initial evaluation, it shall provide prior written notice, including a description of any evaluation the district proposes to conduct, and obtain informed consent for the evaluation from the parents. <i>20 U.S.C. 1414(a)(1)(D), (E); 34 C.F.R. 300.304(a)</i>
Consent to Services	A district shall seek informed consent from the parent before providing special education and related services to a child. <i>20 U.S.C. 1414(a)(1)(D)</i> [See EHBAA]
Consent to Reevaluation	A district shall obtain informed parental consent before conducting any reevaluation of a child with a disability, except that such informed parental consent need not be obtained if the district can demonstrate that it has taken reasonable measures to obtain such consent and the parent has failed to respond. <i>20 U.S.C. 1414(c)(3)</i>
Psychological Examinations and Tests	<p>On request of a child's parent, before obtaining the parent's consent for the administration of any psychological examination or test to the child as part of the evaluation of the child's need for special education, a district shall provide to the child's parent:</p> <ol style="list-style-type: none"> 1. The name and type of the examination or test; and 2. An explanation of how the examination or test will be used to develop an appropriate individualized education program (IEP) for the child. <p>If a district determines that an additional examination or test is required for the evaluation of a child's need for special education, the district shall provide the information above to the parent regarding</p>

the additional examination or test and shall obtain additional consent for the examination of test.

Education Code 29.0041(a), (b)

Dispute Resolution

The possible options for resolving disputes that arise between a parent and a school district relating to the identification, evaluation, or educational placement of or the provision of FAPE to a student with a disability include, but are not limited to:

1. ARD committee meetings, including IEP facilitation if offered by the district, under 19 Administrative Code 89.1196;
2. Meetings or conferences with the student's teachers;
3. Meetings or conferences, subject to the district's policies, with the campus principal, special education director, superintendent, or board;
4. Requesting state IEP facilitation in accordance with 19 Administrative Code 89.1197;
5. Requesting mediation through the Texas Education Agency (TEA) in accordance with 19 Administrative Code 89.1193;
6. Filing a complaint with TEA in accordance with 19 Administrative Code 89.1195; or
7. Requesting a due process hearing through TEA in accordance with 19 Administrative Code 89.1151–.1191.

19 TAC 89.1150

Due Process Complaint

Whenever a due process complaint has been received by a district, the parent **or the district** shall have an opportunity for an impartial due process hearing, which shall be conducted by an impartial hearing officer selected by TEA. [For TEA rules on due process hearings, see 19 Administrative Code 89.1151–.1191.] **20 U.S.C. 1415(f)(1)(A); 19 TAC 89.1151(a), .1170(a)**

Timeline

~~Such due process complaint~~**Beginning September 1, 2022, a parent or a district must** ~~set forth an alleged violation that occurred not more than one year before the request a hearing within two years of the~~ date the parent **or public education agency** knew or should have known about the alleged action that ~~formsserves as~~ **the basis of the complaint for the request, unless tolled, as described below.**

Prior to September 1, 2022, a parent or public education agency must request a hearing within one year of the date the parent or public education agency knew or should have known about the alleged action that serves as the basis for

the request, unless tolled pursuant to 50 U.S.C. 3936, as set forth in 19 Administrative Code 89.1151(e), below.

19 TAC 89.1151(c)

Tolled Timeline

TEA will include in the Notice of Procedural Safeguards a statement that the statute of limitations for the parent of a student to request an impartial due process hearing may be tolled if: ~~20 U.S.C. 1415(f)(1)(A); 19 TAC 89.1151(c), .1170(a)~~

1. The parent is an active-duty member of the armed forces, the Commissioned Corps of the National Oceanic and Atmospheric Administration, or the Commissioned Corps of the United States Public Health Service; and
2. 50 U.S.C. 3936 (statute of limitations for military service) applies to the parent.

19 TAC 89.1151(e)

**Timeline
Exception**

This timeline shall not apply if the parent was prevented from requesting a hearing due to:

1. A specific misrepresentation by a district that it had resolved the problem forming the basis of the complaint; or
2. A district's withholding of information from the parent that the district was required by the IDEA to provide.

~~20 U.S.C. 1415(f)(3)(D); 34 C.F.R. 300.511(f), 19 TAC 89.1151(d)~~

"Stay Put"

During the pendency of any proceeding conducted under IDEA part B (except proceedings to challenge a disciplinary change of placement or manifestation determination), the child shall remain in the then-current educational placement unless the district and the parent agree otherwise. If the child is applying for initial admission to a public school, the child shall, with the consent of the parents, be placed in the public school program until all proceedings have been completed. ~~20 U.S.C. 1415(j); 34 C.F.R. 300.518, .533~~

Exception

When a due process hearing has been requested by a parent or district concerning a disciplinary change of placement or manifestation determination, the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the child's assignment to the alternative setting, or the 45-day timeline, if applicable, whichever occurs first, unless the parent and district agree otherwise. ~~20 U.S.C. 1415(k)(3)(A), 1415(k)(4)(A); 34 C.F.R. 300.533 [See FOF]~~

Resolution Process

Within 15 calendar days of receiving notice of a parent's due process complaint, and before initiating a due process hearing, a district shall convene a meeting with the parent and the relevant member or members of the ARD committee. The purpose of the meeting is for the parent to discuss the due process complaint and the facts that form the basis of the due process complaint, so that the district has the opportunity to resolve the dispute.

The meeting need not be held if the parent and the district agree in writing to waive the meeting, or the parent and the district agree to use the mediation process.

If the district has not resolved the due process complaint to the satisfaction of the parent within 30 calendar days of the receipt of the complaint, the due process hearing may occur. If the district is unable to obtain the participation of the parent in the resolution meeting after reasonable efforts have been made, the district may, at the conclusion of the 30-day period, request that a hearing officer dismiss the parent's request for a hearing.

34 C.F.R. 300.510, 19 TAC 89.1183

**Transfer of Rights to
Adult Students**

Not later than one year before the 18th birthday of a student with a disability, the district at which the student is enrolled shall:

1. Provide to the student and the student's parents:
 - a. Written notice regarding the transfer of rights; and
 - b. Information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement under Estates Code Chapter 1357, and other supports and services that may enable the student to live independently; and
2. Ensure that the student's IEP includes a statement that the district provided the required notice, information, and resources.

If a student with a disability or the student's parent requests information regarding guardianship or alternatives to guardianship from the district, the district shall provide to the student or parent information and resources on supported decision-making agreements under Estates Code Chapter 1357.

A student with a disability who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under ~~Chapter 31, Family Code~~, **Chapter 31** shall have the same right to make educational decisions as a student without a disability. All other rights accorded to parents under **Education Code**

Chapter 29, Subchapter A ~~of the Education Code~~ or 20 U.S.C. 1415 transfer to the student.

34 C.F.R. 300.520; Education Code 29.017(a), (c), (c-1), (c-2); 19 TAC 89.1049(a)

Notice

When a student reaches the age of 18, a district shall provide written notice to the student and the student's parents of the transfer of parental rights. This notice is separate and distinct from the requirement that, beginning at least one year before the student reaches the age of 18, the student's IEP include a statement regarding transfer of parental rights.

The notice must include information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement, and other supports and services that enable the student to live independently. The notice must also provide contact information for the parties to use in obtaining additional information.

34 C.F.R. 300.520(a)(3); Education Code 29.017(c); 19 TAC 89.1049(c)

Special Education Decision-Making for Children in Foster Care

A foster parent may act as a parent of a child with a disability, as authorized under 20 U.S.C. Section 1415(b) and its subsequent amendments, if:

1. The Department of Family and Protective Services (DFPS) is appointed as the temporary or permanent managing conservator of the child;
2. The rights and duties of the department to make decisions regarding education provided to the child under Family Code 153.371 have not been limited by court order; and
3. The foster parent agrees to:
 - a. Participate in making special education decisions on the child's behalf; and
 - b. Complete a training program that complies with minimum standards established by agency rule.

Training

A foster parent who will act as a parent of a child with a disability must complete a training program before the next scheduled ARD committee meeting for the child but not later than the 90th day after the date the foster parent begins acting as the parent for the purpose of making special education decisions.

A district may not require a foster parent to retake a training program to continue serving as a child's parent or to serve as the surrogate parent for another child if the foster parent has completed a training program to act as a parent of a child with a disability provided by:

1. DFPS;
2. A school district;
3. An education service center; or
4. Any other entity that receives federal funds to provide special education training to parents.

A foster parent who is denied the right to act as a parent by a school district may file a complaint with TEA in accordance with federal law and regulations.

Not later than the fifth day after the date a child with a disability is enrolled in a school, DFPS must inform the appropriate school district if the child's foster parent is unwilling or unable to serve as a parent.

Education Code 29.015; 19 TAC 89.1047

**Appointment of
Surrogate Parent for
Certain Children**

These provisions apply to a child with a disability for whom:

1. DFPS is appointed as the temporary or permanent managing conservator of the child; and
2. The rights and duties of the department to make decisions regarding the child's education under Family Code 153.371 have not been limited by court order.

A school district must appoint an individual to serve as the surrogate parent for a child if the district is unable to identify or locate a parent for a child with a disability or the foster parent of a child is unwilling or unable to serve as a parent for the purposes of this subchapter.

Education Code 29.0151(a)–(b)

**Eligibility and Duties
of a Surrogate
Parent**

A surrogate parent appointed by a school district may not be an employee of TEA, the school district, or any other agency involved in the education or care of the child; or have any interest that conflicts with the interests of the child.

A surrogate parent appointed by a district must:

1. Be willing to serve in that capacity;

2. Exercise independent judgment in pursuing the child's interests;
3. Ensure that the child's due process rights under applicable state and federal laws are not violated;
4. Complete a training program that complies with minimum standards established by agency rule within the time specified in Education Code 29.015(b);
5. Visit the child and the school where the child is enrolled;
6. Review the child's educational records;
7. Consult with any person involved in the child's education, including the child's:
 - a. Teachers;
 - b. Caseworkers;
 - c. Court-appointed volunteers;
 - d. Guardian ad litem;
 - e. Attorney ad litem;
 - f. Foster parent; and
 - g. Caregiver; and
8. Attend meetings of the child's ARD committee.

The district may appoint a person who has been appointed to serve as a child's guardian ad litem or as a court-certified volunteer advocate, as provided under Section 107.031(c), Family Code, as the child's surrogate parent.

Education Code 29.0151(c)–(d); 19 TAC 89.1047

Notice of
Appointment

As soon as practicable after appointing a surrogate parent, a district shall provide written notice of the appointment to the child's educational decision-maker and caseworker as required under Education Code 25.007(b)(10)(H) [see FFC]. *Education Code 29.0151(e-1)*

Failure to Properly
Perform

If a court appoints a surrogate parent for a child with a disability under Family Code 263.0025, and the school district determines that the surrogate parent is not properly performing the duties, the district shall consult with DFPS regarding whether another person should be appointed to serve as the surrogate parent for the child. *Education Code 29.0151(f); 19 TAC 89.1047*

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**Compensatory
Education Allotment**

Census Block

On a schedule determined by the commissioner of education and in accordance with Education Code 48.104, each district shall report to the agency the census block group in which each student enrolled in the district who is educationally disadvantaged resides.
Education Code 48.104(i)

Use

At least 55 percent of the district's compensatory education funds must be used to:

1. Fund supplemental programs and services, including services provided by an instructional coach, designed to eliminate any disparity in performance on assessment instruments administered under Education Code Chapter 39, Subchapter B or disparity in the rates of high school completion between:
 - a. Students who are educationally disadvantaged and students who are not educationally disadvantaged; and
 - b. Students at risk of dropping out of school, as defined below, and all other students; or
2. Support a program eligible under Title I of the Elementary and Secondary Education Act of 1965 [see AID], and its subsequent amendments, and by federal regulations implementing that Act.

Education Code 48.104(k)

Dropout Prevention
Strategies

A district with a high dropout rate, as determined by the commissioner, shall submit a plan to the commissioner describing the manner in which the district intends to use its compensatory education allotment for developing and implementing research-based strategies for dropout prevention.

A district shall submit the plan not later than December 1 of each school year preceding the school year in which the district will receive the compensatory education allotment to which the plan applies.

A district may not spend or obligate more than 25 percent of the district's compensatory education allotment unless the commissioner approves the plan.

A district's plan shall:

1. Design a dropout recovery plan that includes career and technology education courses or technology applications courses that lead to industry or career certification;

2. Integrate into the dropout recovery plan research-based strategies to assist students in becoming able academically to pursue postsecondary education, including:
 - a. High-quality, college readiness instruction with strong academic and social supports;
 - b. Secondary to postsecondary bridging that builds college readiness skills, provides a plan for college completion, and ensures transition counseling; and
 - c. Information concerning appropriate supports available in the first year of postsecondary enrollment to ensure postsecondary persistence and success, to the extent funds are available for the purpose; and
3. Plan to offer advanced academic and transition opportunities, including dual credit courses and college preparatory courses, such as advanced placement courses.

A district may enter into a partnership with a public junior college in accordance with Education Code 29.402 [see GNC] in order to fulfill a plan.

Any program designed to fulfill a plan must comply with the requirements of Education Code 29.081(e) and (f).

Education Code 29.918

Reporting

A district shall report financial information relating to expenditure of the state compensatory education allotment under the Foundation School Program to the Texas Education Agency (TEA), according to standards for financial accounting provided in 19 Administrative Code 109.41 (relating to *Financial Accountability System Resource Guide*). Costs charged to state compensatory education shall be for programs and services that supplement the regular education program. 19 TAC 109.25(a)

A district shall ensure that supplemental direct costs and personnel attributed to compensatory education and accelerated instruction are identified in district and/or campus improvement plans at the summary level for financial units or campuses. A district shall maintain documentation that supports the attribution of supplemental costs and personnel to compensatory education. A district must also maintain sufficient documentation supporting the appropriate identification of students in at-risk situations, under criteria established in Education Code 29.081 [see Definition of At-Risk Student, below]. 19 TAC 109.25(b)

**Educationally
Disadvantaged
Students**

Student Eligibility

To be considered educationally disadvantaged in order to be counted to generate the compensatory education allotment pursuant to Education Code 48.104, a student must meet the income requirements for eligibility under the National School Lunch Program (NSLP), authorized by 42 U.S.C. 1751, et seq.

Districts may use the following approved methods for the purpose of receiving the compensatory education allotment pursuant to Education Code 48.104:

1. Parent certification, where the parent or guardian asserts meeting the income requirements for eligibility;
2. Direct certification, where the process by which eligible children are certified for free meals without the need for a household application based on household participation in one or more federal assistance programs; or
3. Direct verification, where public records are used to verify a student's eligibility for free or reduced-price meals when verification of student eligibility is required.

19 TAC 61.1027(a)

Virtual School
Network

Districts must request prior approval from the commissioner to claim students receiving a full-time virtual education through the state virtual school network in their counts of educationally disadvantaged students. The request must include a plan detailing the enhanced services to be delivered to full-time state virtual school network students and submitted in a manner and with a deadline specified by the commissioner. *19 TAC 61.1027(b)(3)(B)*

**Definition of At-Risk
Student**

"Student at risk of dropping out of school" includes each student who is under 26 years of age and who:

1. Except as provided by TEA rule or if retained in prekindergarten under Education Code 28.02124 [see EIE], was not advanced from one grade level to the next for one or more school years, unless the student did not advance from prekindergarten or kindergarten to the next grade level only as a result of the request of the student's parent;
2. If the student is in grades 7–12, did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year, or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;

3. Did not perform satisfactorily on a state assessment instrument and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
4. If the student is in prekindergarten, kindergarten, or grades 1–3, did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
5. Is pregnant or is a parent;
6. Has been placed in a DAEP in accordance with Education Code 37.006 during the preceding or current school year;
7. Has been expelled in accordance with Education Code 37.007 during the preceding or current school year;
8. Is currently on parole, probation, deferred prosecution, or other conditional release;
9. Was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
10. Is an emergent bilingual student, as defined by Section 29.052;
11. Is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
12. Is homeless [see FD];
13. Resided in the preceding school year or resides in the current school year in a residential placement facility in a district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation;
14. Has been incarcerated, or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Penal Code 1.07; or
15. Is enrolled in a district or a campus that is designated as a dropout recovery school under Education Code 39.0548.

Education Code 29.081(d)(1)

	Regardless of the student's age, a student who participates in an adult education program provided under the adult high school charter school program is considered a "student at risk of dropping out of high school." <i>Education Code 29.081(d)(2)</i>
Local Eligibility Criteria	In addition to students described above, a student who satisfies local eligibility criteria adopted by a board may receive compensatory education services. The number of students receiving services under local eligibility criteria during a school year may not exceed ten percent of the number of students described above who received services from the district during the preceding school year. <i>Education Code 29.081(g)</i>
Designing and Implementing Services	A district shall use student performance data from state basic skills assessment instruments and achievement tests to design and implement appropriate compensatory, intensive, or accelerated instructional services for students in the district's schools that enable the students to perform at grade level at the conclusion of the next regular school term. <i>Education Code 29.081(a)</i>
Services After Unsatisfactory Performance on State Assessments	A district shall establish an accelerated learning committee for each student who does not perform satisfactorily on the following state assessment instruments [see EKB]:
Accelerated Learning Committee	<ol style="list-style-type: none"> 1. The third grade mathematics or reading assessment; 2. The fifth grade mathematics or reading assessment; or 3. The eighth grade mathematics or reading assessment. <i>Education Code 28.0211(a)</i>
<i>Composition</i>	<p>The accelerated learning committee shall be composed of the principal or the principal's designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. The district shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. <i>Education Code 28.0211(c)</i></p> <p>If a student is changing campuses, the committee must include the receiving principal or designee, the sending principal or designee, the receiving content teacher or designee, and the sending content teacher or designee. 19 TAC 104.1001(e)(1)</p>
<i>Educational Plan</i>	An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the

conclusion of the school year. The educational plan must be documented in writing, and a copy must be provided to the student's parent or guardian.

During the school year, the student shall be monitored to ensure that the student is progressing in accordance with the educational plan. The district shall administer to the student the assessment instrument for the grade level in which the student is placed at the time the district regularly administers the assessment instruments for that school year.

The board shall adopt a policy consistent with the grievance procedure adopted under Education Code 26.011 [see FNG] to allow a parent to contest the content or implementation of an educational plan.

Education Code 28.0211(f)–(f-3)

*Failure in a
Subsequent
School Year*

If a student who fails to perform satisfactorily on the third, fifth, or eighth grade math or reading assessment fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the superintendent, or the superintendent's designee, shall meet with the student's accelerated learning committee to:

1. Identify the reason the student did not perform satisfactorily; and
2. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether the educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student and any additional resources are required for that student.

The superintendent's designee may be an employee of a regional education service center and may not be a person who served on the student's accelerated learning committee.

Education Code 28.0211(f-4)–(f-5)

~~ARD Meeting~~
ARD
Determination for
Grades 3, 5, and 8

The admission, review, and dismissal (ARD) committee of a student who does not perform satisfactorily on a third, fifth, or eighth grade math or reading assessment must meet to determine the manner in which the student will participate in an accelerated instruction program. *Education Code 28.0211(i)*

**Students Who
Meet Criteria
for the
Alternative
Assessment**

The ARD committee must serve as the accelerated learning committee for students who meet the criteria for participation in alternative assessment instruments under Education Code 39.023(b) [see EKB], who do not perform satisfactorily on a mathematics or reading assessment instrument in grade 3, 5, or 8. The ARD committee must determine the manner in which the student will participate in supplemental accelerated instruction; however, the requirements for supplemental accelerated instruction described by 19 Administrative Code 104.1001(b) do not apply.

**ARD
Committee
Responsibilities**

In serving as the accelerated learning committee for a student served by special education, the ARD committee must meet and develop a plan [see Education Plan, above] to determine the manner in which the student will participate in supplemental accelerated instruction, and this meeting must include the required members of a properly constituted ARD committee [see EHBAB].

When the ARD committee for a student served by special education serves as the accelerated learning committee, efforts must be taken to ensure parental participation as specified within the requirements of 19 Administrative Code 89.1050(d) and 34 Code of Federal Regulations 300.322 [see EHBAB].

The ARD committee, serving as the accelerated learning committee, must document decisions regarding supplemental accelerated instruction in writing and a copy must be provided to the student's parent or guardian. This documentation may either be included in ARD deliberations or as a supplemental attachment to the student's individualized education program.

**Dispute
Resolution**

A parent or guardian of a student served by special education may use a dispute resolution mechanism specified in 19 Administrative Code 89.1150 [see EHBAE] to resolve any dispute between the parent and a public education agency relating to the identification, evaluation, or educational placement of or the provision of a free appropriate public education (FAPE) to a student with a disability. If a parent or guardian of a student served by special education does not agree with the decision of the ARD committee serving as the accelerated learning committee regarding supplemental accelerated instruction, the parent or guardian may follow the district grievance policy [see FNG].

19 TAC 104.1001(f)

Parent Request

Each district shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on a third,

fifth, or eighth grade math or reading assessment to make a request for district consideration that the student be assigned to a particular classroom teacher in the applicable subject area for the subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5); 19 TAC 104.1001(g)*

*Classroom
Assignment*

A student who fails to perform satisfactorily on a third, fifth, or eighth grade math or reading assessment and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily on the applicable assessment instrument to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade.

In a manner consistent with federal law and notwithstanding any other law, the commissioner may waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher on the request of a district.

Education Code 28.0211(n)–(n-1)

*Accelerated
Instruction*

Each time a student fails to perform satisfactorily on a state assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade [see EKB], the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction under Education Code 28.0211(a-4) [see below].

Education Code 28.0211(a-1)

*Participation
Requirements*

~~Accelerated~~Supplemental accelerated instruction ~~provided during the following school year~~ may require participation of the a student to participate before or after normal school hours. and may include participation at times of the year outside normal school operations. 19 TAC 104.1001(c)

In providing accelerated instruction, a district may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:

1. Instruction in the foundation curriculum and enrichment curriculum adopted under Education Code 28.002 [see EHA series] for the grade level in which the student is enrolled; or
2. Recess or other physical activity that is available to other students enrolled in the same grade level.

*Supplemental
Instruction
Requirements*

Education Code 28.0211(a-3)

The foundation curriculum includes English language arts, mathematics, science, and social studies. Courses in the enrichment curriculum include languages other than English; health, with emphasis on physical health, proper nutrition, and exercise; mental health, including instruction about mental health conditions, substance abuse, skills to manage emotions, establishing and maintaining positive relationships, and responsible decision making; suicide prevention; physical education; fine arts; career and technical education; technology applications; religious literature; and personal financial literacy.

In the event that a school week is three or less instructional days, the school is exempt from meeting the requirement of meeting once per week for supplemental accelerated instruction. [See Supplemental Instruction Requirements for Certain Funding, item 3, below.]

19 TAC 104.1001(c)

*ARD Committee
Determination*

For a student served by special education who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) [see EKB], the student's admission, review, and dismissal (ARD) committee must determine the manner in which the student will engage in supplemental accelerated instruction. ARD committees must consider the individual needs of a student with a disability when determining the manner in which supplemental accelerated instruction is to be provided to the student. If supplemental accelerated instruction is to be provided to the student, the supplemental accelerated instruction must meet the requirements outlined in this subsection unless the ARD committee specifically determines that some or all of the requirements for supplemental accelerated instruction would deny the student access to a FAPE. **19 TAC 104.1001(b)(3)**

**Supplemental
Instruction
Requirements
for Certain
Funding**

If a district receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Div. M, Pub. L. No. 116-260), or the American Rescue Plan Act of 2021 (Pub. L. No. 117-2), then supplemental instruction provided by a district must:

1. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;
2. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;
3. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;
4. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;
5. Include effective instructional materials designed for supplemental instruction;
6. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;
7. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of the district; and
8. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.

Education Code 28.0211(a-1)-(a-4)

**General
Accelerated
Instruction
Requirements**

Supplemental accelerated instruction shall be based on, but not limited to, targeted instruction in the essential knowledge and skills for the applicable grade levels and subject areas and be provided by a person with training in the applicable instructional materials for the supplemental accelerated instruction and under the oversight of the school district. Supplemental accelerated instruction shall be provided as outlined in items 2–5 and 8 (above), to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group. 19 TAC 104.1001(d)

Transportation

A district shall provide students required to attend the accelerated programs described above with transportation to those programs if

the programs occur outside of regular school hours. *Education Code 28.0211(j)*

*Notice to Parents
of Performance
and Accelerated
Instruction*

Whenever a district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, the district shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian's native language. *Education Code 28.0211(h)*

Assessments Not
Required

Education Code 28.0211 does not require the administration of a fifth or eighth grade assessment instrument in a subject under Education Code 39.023(a) to a student enrolled in the fifth or eighth grade, as applicable, if the student:

1. Is enrolled in a course in the subject intended for students above the student's grade level and will be administered an assessment instrument adopted or developed under Education Code 39.023(a) [see EKB] that aligns with the curriculum for the course in which the student is enrolled; or
2. Is enrolled in a course in the subject for which the student will receive high school academic credit and will be administered an end-of-course assessment instrument [see EKB] for the course.

Notwithstanding any other provision of Education Code 28.0211, the student may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument not required to be administered to the student, nor may a student in grade 5 or grade 8 be denied promotion to the next grade on the basis of failure to perform satisfactorily on a reading or mathematics assessment instrument intended for use above the student's grade level.

Education Code 28.0211(o)–(p)

Accelerated
Instruction After
EOC Assessments

A district shall provide accelerated instruction to an enrolled student who has taken an end-of-course (EOC) assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school.

A district shall offer before the next scheduled administration of the assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation.

A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE]

A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results.

Education Code 29.081(b), (b-1), (b-2), (b-3), 39.025(b-1)

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(c), the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area.

Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations and must comply with the requirements for accelerated instruction provided under Education Code 28.0211 [see above].

Education Code 28.0217

Effectiveness

A district shall evaluate and document the effectiveness of the accelerated instruction in reducing any disparity in performance on state assessment instruments or disparity in the rates of high school completion between students at risk of dropping out of school and all other district students. *Education Code 29.081(c)*

No Available Test Score

The superintendent of each district shall establish procedures to ensure that each eligible student who is absent or does not receive a test score for any test administration shall receive appropriate supplemental accelerated instruction as warranted on an individual student basis.19 TAC 104.1001(b)(4)

Dropout Recovery Education Programs

A district may use a private or public community-based dropout recovery education program to provide alternative education programs for students at risk of dropping out of school. The program may be offered at a campus or through the use of an online program that leads to a high school diploma and prepares the student to enter the workforce. A campus-based dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-1)(1)–(5). An online dropout recovery education program must meet the criteria set forth at Education Code 29.081(e-2)(1)–(8).

Students in attendance at a dropout recovery education program shall be included in a district's average daily attendance for funding purposes.

Education Code 29.081(e)–(f)

Communities in Schools

An elementary or secondary school receiving funding under Education Code 33.156 shall participate in the Communities in Schools

(CIS) program if the number of students enrolled in the school who are at risk of dropping out of school is equal to at least ten percent of the number of students in average daily attendance at the school, as determined by TEA. *Education Code 33.157*

**Optional Extended
Year Program**

A district may set aside an amount from the district's compensatory education allotment or may apply to the agency for funding of an extended year program. *Education Code 29.082(a); 19 TAC 105.1001*

**Optional Flexible
Year Program**

A district may provide an optional flexible year program (OFYP) for students who did not or are not likely to perform successfully on state assessment instruments or who would not otherwise be promoted to the next grade level. *Education Code 29.0821; 19 TAC 129.1029*

**Optional Flexible
School Day Program**

Notwithstanding Education Code 25.081 or 25.082, a district may apply to the commissioner to provide a flexible school day program (OFSDP) for students who:

1. Have dropped out of school or are at risk of dropping out of school as defined by Education Code 29.081;
2. Attend a campus that is implementing an innovative redesign of the campus or an early college high school under a plan approved by the commissioner; or
3. As a result of attendance requirements under Education Code 25.092, will be denied credit for one or more classes in which the students have been enrolled.

Education Code 29.0822

A district may apply to the commissioner to provide an OFSDP for students, in accordance with 19 Administrative Code 129.1027.

A board must approve the application. The board must include the OFSDP as an item on the regular agenda for a board meeting in compliance with 19 Administrative Code 129.1027(h)(2) before applying to operate an OFSDP. The application shall include the information described in 19 Administrative Code 129.1027.

19 TAC 129.1027(c)

Tutorial Services

A district may provide tutorial services at district schools. If a district provides tutorial services, it shall require a student whose grade in a subject for a reporting period is lower than the equivalent of 70 on a scale of 100 to attend tutorials. [See EC for provisions on loss of class time.]

A district may provide transportation services to accommodate students who are required to attend tutorials and who are eligible for regular transportation.

Education Code 29.084

**Basic Skills
Programs**

A district may apply to the commissioner for funding of basic skills programs for students in grade 9 who are at risk of not earning sufficient credit or who have not earned sufficient credit to advance to grade 10 and who fail to meet minimum skills levels established by the commissioner.

With the consent of a student's parent or guardian, a district may assign a student to the basic skills program.

A basic skills program may not exceed 210 instructional days and must meet the requirements set forth at Education Code 29.086.

Education Code 29.086(a)

**After-School and
Summer Intensive
Mathematics and
Science Programs**

A district may provide an intensive after-school program or an intensive program during the period that school is recessed for the summer to provide mathematics and science instruction to:

1. Students who are not performing at grade level in mathematics or science to assist those students in performing at grade level;
2. Students who are not performing successfully in a mathematics course or science course to assist those students in successfully completing the course; or
3. Other students as determined by the district.

Before providing a program, a board must adopt a policy for:

1. Determining student eligibility for participating in the program that:
 - a. Prescribes the grade level or course a student must be enrolled in to be eligible; and
 - b. Provides for considering teacher recommendations in determining eligibility;
2. Ensuring that parents of or persons standing in parental relation to eligible students are provided notice of the program;
3. Ensuring that eligible students are encouraged to attend the program;

4. Ensuring that the program is offered at one or more locations in the district that are easily accessible to eligible students; and
5. Measuring student progress on completion of the program.

Education Code 29.088, .090; 19 TAC 102.1041

**Mentoring Services
Program**

A district may provide a mentoring services program to students at risk of dropping out of school. A board may arrange for any public or nonprofit community-based organization to come to the district's schools and implement the program.

A board shall obtain the consent of a student's parent or guardian before allowing the student to participate in the program.

Education Code 29.089

**Accelerated Reading
Instruction Program**

A district shall implement an accelerated reading instruction program that provides reading instruction that addresses reading deficiencies to each student in kindergarten, first grade, or second grade who is determined, on the basis of reading instrument results [see EKC], to be at risk for dyslexia or other reading difficulties. The district shall determine the form, content, and timing of the program.

A district shall provide additional reading instruction and intervention to each student given the seventh grade reading assessment [see EKC], as appropriate to improve the student's reading skills in the relevant areas identified through the assessment instrument.

Education Code 28.006(g), (g-1)

**Intensive Program of
Instruction**

State Assessments

A district shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade 9, as determined by the district.

The program shall be designed to:

1. Enable the student to:
 - a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or
 - b. Attain a standard of annual growth specified by a district and reported by the district to TEA; and
2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]

Students Receiving Special Education Services	<p>For a student in a special education program who does not perform satisfactorily on an assessment instrument administered under Education Code 39.023(a), (b), or (c), the student's admission, review, and dismissal committee shall design the program to:</p> <ol style="list-style-type: none">1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program (IEP); and2. If applicable, carry out the purposes of Education Code 28.0211. [See EIE]
Graduation Requirements	<p>A district shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.</p>
No Cause of Action	<p>A district's determination of the appropriateness of an intensive program of instruction for a student is final and does not create a cause of action.</p> <p><i>Education Code 28.0213</i></p>
College Preparatory Courses	<p>Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:</p> <ol style="list-style-type: none">1. For students at the 12th grade level whose performance on:<ol style="list-style-type: none">a. An end-of-course assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; orb. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334 [Texas Success Initiative (TSI) assessment] indicates that the student is not ready to perform entry-level college coursework; and2. To prepare students for success in entry-level college courses. <p>A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through an institution of higher education with which the district partners.</p>
Faculty	<p>Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.</p>

Notice	Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.
Credit Earned	A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).
Dual Credit	A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.
Instructional Materials	Each district, in consultation with each institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices. <i>Education Code 28.014</i>
End-of-Course Exam	A student enrolled in a college preparatory mathematics or English language arts course under Education Code 28.014 who satisfies the TSI college readiness benchmarks on an assessment instrument administered at the end of the course satisfies the requirements concerning and is exempt from the administration of the Algebra I or the English I and English II end-of-course assessment instruments, as applicable, as prescribed by Education Code 39.023(c) [see EKB], even if the student did not perform satisfactorily on a previous administration of the applicable end-of-course assessment instrument. A student who fails to perform satisfactorily on the assessment instrument may retake that assessment instrument or may take the appropriate end-of-course assessment instrument. <i>Education Code 39.025(a-1)</i>

Student Advancement

A student may be promoted only on the basis of academic achievement or demonstrated proficiency of the subject matter of the course or grade level. [See EI]

In determining promotion, a district shall consider:

1. The recommendation of the student's teacher;
2. The student's grade in each subject or course;
3. The student's score on an assessment instrument administered under Education Code 39.023(a), (b), or (l), to the extent applicable; and
4. Any other necessary academic information, as determined by the district.

Education Code 28.021(a), (c)

Advancement Requirements

By the start of the school year, a district shall make public the requirements for student advancement under Education Code 28.021. *Education Code 28.021(d)*

Retention After Assessment

A district is not precluded from retaining, in accordance with state law or board policy, a student who performs satisfactorily on a grade advancement test. *Education Code 28.0211(g)*

Parental Option to Retain

A parent or guardian may elect for a student to:

1. Repeat prekindergarten;
2. Enroll in prekindergarten, if the student would have been eligible to enroll in prekindergarten during the previous school year under Education Code 29.153(b) [see EHBG] and the student has not yet enrolled in kindergarten;
3. Repeat kindergarten;
4. Enroll in kindergarten, if the student would have been eligible to enroll in kindergarten in the previous school year and has not yet enrolled in first grade; or
5. For grades 1 through 3, repeat the grade in which the student was enrolled during the previous school year.

An election made by a parent or guardian shall be made in writing to a district.

Retention
Committee

If a district disagrees with the election, the district must convene a retention committee and meet with the parent or guardian to discuss retention. The meeting shall be conducted in person unless an alternative means is agreeable to the parent or guardian. A student may not be retained for a grade or retake a course under this provision if the parent or guardian does not meet with the retention committee.

A retention committee shall be composed of:

1. The principal or the principal's designee;
2. The student's parent or guardian;
3. The teacher who taught the grade or course for which the parent wants the student retained or repeated; and
4. Additional teachers at the discretion of the principal, if the student will potentially repeat multiple courses.

A retention committee shall:

1. Discuss the merits of and concerns with advancement and retention; and
2. Review and consider the student's grade in each subject or course, the results of any formative or summative assessments administered to the student, and any other available academic information to determine the student's academic readiness for the next grade or a given course.

If established, after the parent or guardian has participated in a retention committee meeting, the parent or guardian shall decide whether the student should be retained or retake a grade or course. The district must abide by the decision of the parent or guardian.

Retention
Considerations

Except as provided by this provision or other law, retention of a student pursuant to a parent's or guardian's election under this provision shall be considered the same as retention of a student by a district.

Transfer of Rights

The rights of a parent or guardian under this provision transfer to a student if the student is 18 years of age or older or has had the disabilities of a minor removed, unless the student is under a form of guardianship imposed by law or court order that continues after the student turns 18 years of age.

Education Code 28.02124

**Students with
Dyslexia**

In measuring the academic achievement or proficiency of a student who has dyslexia, the student's potential for achievement or proficiency in the area must be considered. *Education Code 28.021(b); 19 TAC 101.2003(g)* [See policies at EHB, EKB, and FB]

**Age-Appropriate
Assignment**

~~A board may establish a policy that provides for the placement of retained students in an age-appropriate learning environment. In accordance with local grade configurations for elementary, middle, and high school campuses, a board may specify the age by which a retained student should be placed on the next level campus even though not yet promoted to the grade of that campus. 19 TAC 101.2019(b)~~

**Optional Extended-
Year Program**

An optional extended year program may extend the day, the week, or the year to provide additional support and instruction for eligible students. The program shall be conducted beyond the required instructional days, which may include intersessions for year-round programs. 19 TAC 105.1001(b)

A student is eligible for services in accordance with Education Code 29.082(a)(1)–(2). A student who does not ~~meet district standards or policies for promotion on the basis of academic achievement or demonstrated~~ **demonstrate** proficiency ~~of the~~ **in a** subject ~~matter of the course or grade level shall be~~ **area as determined by the district is also** eligible for services ~~under the optional extended-year program. 19 TAC 105.1001(c); Education Code 29.082(a)(1)–(2)~~

A student who attends at least 90 percent of the extended-year program days and who satisfies the requirements for promotion (academic achievement or demonstrated proficiency of the subject matter of the course or grade level) shall be promoted to the next grade level at the beginning of the next school year. However, if the student's parent presents a written request to the school principal asking that the student not be promoted, the principal shall hold a formal meeting with the parent, the teacher, and the school counselor, as soon as practicable after receiving such a request. During the meeting, the principal, teacher, or school counselor shall explain the possible effects of not promoting a student. If the parent withdraws the request after the meeting, the student shall be promoted, and the district shall continue to use innovative practices to ensure that the student is successful in school in succeeding school years.

If a district provides an extended-year program, it shall adopt a policy designed to lead to immediate reduction and ultimate elimination of student retention.

Education Code 29.082(e)–(f) [See EHBC]

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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

Individual
Graduation
Committee

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)

A student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258 or 19 Administrative Code 74.1025. A student's admission, review, and dismissal (ARD) committee determines whether a student is required to achieve satisfactory performance on an end-of-course (EOC) assessment to graduate. *19 TAC 74.1025(n)* [See EHBAB]

For each 11th or 12th grade student who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate as a result of an IGC decision before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
 - a. The student's parent or person standing in parental relation to the student;
 - b. A designated advocate if the parent is unable to serve; or
 - c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)–(c), (c-2); 19 TAC 74.1025(b)

A district may not establish an initial IGC for eligible students after June 10 or before the start of the next school year. Once the IGC has been established, it is the original IGC for that student.

If a student leaves a district after an original IGC has been established and before that original IGC awards a high school diploma to the student, any other district that later enrolls the student shall request information from the student's original IGC of record and shall implement the original IGC recommendations to the extent possible.

*Alternate
Members*

In the event that the teacher identified in item 2 above is unavailable, the principal shall designate as an alternate member of the committee a teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is most familiar with the student's performance in that subject area.

In the event that the individual identified above in item 3 above is unavailable, the principal shall designate as an alternate member of the committee an experienced teacher certified in the subject of the EOC assessment on which the student failed to perform satisfactorily and who is familiar with the content of and instructional practices for the applicable course.

In the event that the student's parent or person standing in parental relation to the student is unavailable to participate in the IGC, the principal shall designate an advocate with knowledge of the student to serve as an alternate member of the committee.

19 TAC 74.1025(c), (e), (g)–(i)

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

*Curriculum
Requirements*

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

*Additional
Requirements to
Graduate*

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

*English
Language
Learners*

For provisions related to an IGC and ~~English language learners (ELL)~~, **emergent bilingual students**, see **EKBEKBA**.

*Emergent
Bilingual
Students***Students Who
Entered Grade 9
Before the 2011–12
School Year**

In accordance with Education Code 28.02541, a district may award a high school diploma to an individual who:

1. Entered grade 9 before the 2011–12 school year;
2. Successfully completed the curriculum requirements for high school graduation applicable when the individual entered grade 9;
3. Has not performed satisfactorily on the exit-level assessment instrument or part of an assessment instrument required for high school graduation, including an alternative assessment instrument offered under Education Code 39.025(c-2);

4. Has been administered at least three times the required subject-area test(s) for which the individual has not performed satisfactorily on the exit-level assessment instrument applicable to the individual when the individual entered grade 9; and
5. Meets the alternative requirements for graduation in accordance with 19 Administrative Code 74.1027(c) or the local alternative requirements approved by the board in accordance with 19 Administrative Code 74.1027(d).

19 TAC 74.1027(a); Education Code 28.02541

<i>District Determination</i>	The district in which the individual is enrolled or was last enrolled shall determine whether the individual may qualify to graduate and receive a high school diploma on the basis of the alternative requirements for graduation. <i>19 TAC 74.1027(b)</i>
<i>Alternative Requirements</i>	The alternative requirements for graduation are listed at 19 Administrative Code 74.1027(c).
<i>Local Alternative Requirements</i>	With approval by the board, a district may develop recommendations for local alternative requirements if the requirements would allow an individual to demonstrate proficiency in the content related to an examination for which the individual has not performed satisfactorily. <i>19 TAC 74.1027(d)</i>
<i>Appeals</i>	A decision regarding whether the individual qualifies to graduate and receive a high school diploma is final and may not be appealed. <i>19 TAC 74.1027(e); Education Code 28.02541</i>
<i>Documentation</i>	The district shall maintain documentation to support the decision to award or not award an individual a high school diploma. <i>19 TAC 74.1027(f)</i>
Special Education	A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. <i>19 TAC 101.3023(a)</i> [See Graduation of Students Receiving Special Education Services, below, and EKB]
Posthumous Diploma	Beginning with students who would have graduated at the end of the 2019–20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may

not be issued before the graduation date of the class in which the student was enrolled at the time of death.

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, ~~Penal Code~~, or adjudicated as having engaged in conduct constituting a felony offense under **Penal Code** Title 5 or 6, ~~Penal Code~~.

*Education Code 28.0254***Diplomas for
Veterans**

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

*Education Code 28.0251***Texas First Early
High School
Completion Program**

A district may issue a high school diploma to a student under the Texas First Early High School Completion Program if, using the standards established by TEA and the Texas Higher Education Coordinating Board and eligible institutions of higher education, the student demonstrates mastery of and early readiness for college in each of the subject areas described by the standards and in a language other than English, notwithstanding any other local or state requirements.

A student who earns a high school diploma through the program is considered to have earned a distinguished level of achievement.

**Notice Upon
Enrollment**

On a student's initial enrollment in high school in a grade level below grade 12 in a district, the district shall provide to the student and the student's parent or guardian information regarding the requirements to earn a high school diploma under the Texas First Early High School Completion Program and the Texas First Scholarship Program.

Education Code 28.0253(e)–(g); 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–~~118~~, ~~126~~117, 127, and 130 are followed.

Education Code 28.025; 19 TAC 74.13

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate under the foundation high school program without earning an endorsement.

19 TAC 74.11(e)

*Distinguished
Level of
Achievement*

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(f)*

*Algebra II
Notification*

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);

2. The student has demonstrated equivalent knowledge as determined by the district; or
3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(j)–(k)

*Dual Credit
Courses*

Courses offered for dual credit at or in conjunction with an institution of higher education (IHE) that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(i)*

*Core Curriculum
College Courses*

A district shall permit a student to comply with the curriculum requirements under the foundation high school program by successfully completing appropriate courses in the core curriculum of an IHE. A student who has completed the core curriculum of an IHE in accordance with Education Code 61.822, as certified by the IHE in accordance with Education Code 4.28:

1. Is considered to have earned an endorsement by successfully completing the appropriate courses for that endorsement;
2. Is considered to have earned a distinguished level of achievement under the foundation high school program; and
3. Is entitled to receive a high school diploma.

19 TAC 74.11(o)

*Languages Other
Than English*

Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other than English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

A student who successfully completes a course in American Sign Language while in elementary school may satisfy one credit of the

two credits required in a language other than English. 19 TAC
74.12(b)(5)(G)

*Physical
Education
Substitutions*

Other Physical
Activity

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner of education for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
 - a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
 - b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions	<p>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.</p> <p>No more than four substitution credits may be earned through any combination of substitutions listed above.</p>
Student with Disability or Illness	<p>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:</p> <ol style="list-style-type: none">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; or3. 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. <p><i>Education Code 28.025(b-10)–(b-11); 19 TAC 74.12(b)(6)</i></p>
Community-Based Fine Arts Programs	<p>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.</p> <p>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:</p> <ol style="list-style-type: none">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 <i>Minimum High School Program</i>	<p>All credit for graduation must be earned no later than grade 12. <i>19 TAC 74.61(b), .71(b)</i></p> <p>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:</p> <ol style="list-style-type: none"> 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 tenth grade one or more times as determined by the school district.
Students with Disabilities	If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.
Applicability	<p>A student who was permitted to take courses under the Minimum High School Program prior to the 2009–10 school year may remain in the Minimum High School Program.</p> <p><i>19 TAC 74.61(c), (d), .71(c), (d)</i></p>
Requirements	<p>A student must earn at least 22 credits to complete the Minimum High School Program.</p> <p>A student who entered grade 9 in the 2012–13 or 2013–14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.</p> <p>A student who enters grade 9 before the 2012–13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D–F.</p> <p><i>Education Code 28.025; 19 TAC 74.62, .72</i></p>
<i>Recommended High School Program</i>	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. <i>Education Code 28.025; 19 TAC 74.63, .73</i>
<i>Advanced / Distinguished Achievement High School Program</i>	A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. <i>Education Code 28.025; 19 TAC 74.64, .74</i>
<i>Substitutions</i>	No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. <i>19 TAC 74.63(d), .64(e), .73(d), .74(e)</i>
<i>AP or IB Courses</i>	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. <i>19 TAC 74.61(k), .71(i)</i>
<i>Reading</i>	<p>A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:</p> <ol style="list-style-type: none">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; and3. Monitors instructional activities to ensure that student needs are addressed. <p>Reading credits may be selected from Reading I, II, or III.</p> <p><i>19 TAC 74.61(h), .71(f)</i></p>
<i>College Courses</i>	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. <i>19 TAC 74.61(l), .71(j)</i>
<i>Physical Education Substitutions</i>	<p>In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:</p> <ol style="list-style-type: none">1. Athletics;2. JROTC; and
Other Physical Activity	

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, correspondence 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 Content

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)

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

All students graduating must be provided with a summary of academic achievement and functional performance as described in 34 C.F.R. 300.305(e)(3). This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1) (evaluation to determine that the child is no longer a child with a disability), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C). Students who participate in graduation ceremonies but who are not graduating under subsections (b)(2), (b)(3)(A), (B), or (C) or (f)(4)(A), (B), or (C) and who will remain in school to complete their education do not have to be evaluated. *19 TAC 89.1070(g)–(h)*

*Students
Entering Grade 9
in or After the
2014–15 School
Year*

A student entering grade 9 in the 2014–15 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments.
2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education but the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation.
3. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–117, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance as established in Education Code Chapter 39, on the required EOC assessment instruments,

unless the student's ARD committee has determined that satisfactory performance on the required EOC assessment instruments is not necessary for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:

- a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district.
- b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the local school district.
- c. The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.
- d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 2 or 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (j)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

1. Successfully completing, with or without modification of the curriculum:
 - a. The curriculum requirements identified by the SBOE for the foundation high school program; and
 - b. The additional endorsement curriculum requirements prescribed by the SBOE; and
2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:
 - a. Without modification of the curriculum; or
 - b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)–(c-8), 19 TAC 89.1070(c)

*Students
Entering Grade 9
Before the 2014–
15 School Year*

A student receiving special education services who entered grade 9 before the 2014–15 school year may graduate and be awarded a high school diploma under the foundation high school program in accordance with 19 Administrative Code 89.1070.

**Graduation of
Military Dependents**

Course Waiver

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

Transfers During
Senior Year

Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Substitute Passing
Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the tenth-grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII, A, C [See FDD]

**Graduation of
Student Who Is
Homeless or in
Conservatorship of
DFPS**

If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

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State Assessment of Academic Skills

Every student receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code Chapter 39, Subchapter B [see Testing in Grades 3–8, below]. *Education Code 39.023(a), (c), (f); 19 TAC 101.5*

A student may not receive a high school diploma until the student has performed satisfactorily on end-of-course (EOC) assessment instruments [see End-of-Course Assessments, below]. *Education Code 39.025(a); 19 TAC 101.4001*

Emergent Bilingual Students

In grades 3–12, an emergent bilingual student, as defined by Education Code Chapter 29, Subchapter B, shall participate in the state assessment in accordance with commissioner rules at 19 Administrative Code Chapter 101, Subchapter AA. *Education Code 39.023(l), (m)* [See EKBA]

Special Education

The Texas Education Agency (TEA) shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's admission, review, and dismissal (ARD) committee, including assessment instruments approved by the commissioner of education that measure growth. The assessment instruments developed or adopted, including the assessment instruments approved by the commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

Education Code 39.023(b)–(c), .025(a-4)

Military Dependents

If the student is a military dependent, the district shall incorporate procedures to accept:

1. Exit or EOC exams required for graduation from the sending state;
2. National norm-referenced achievement tests; or
3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated by the receiving state for a military dependent transferring in his or her senior year, then Education Code 162.002 article VII, section C, shall apply.

*Substitute
Passing Standard*

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for achieving a score on an assessment instrument otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the grade 10 level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII [See EIF]

Administration

A district shall follow the test administration procedures established by TEA in the applicable test administration materials. A superintendent shall be responsible for administering tests. *19 TAC 101.25, .27*

Schedule

The commissioner shall specify the schedule for testing that is in compliance with Education Code 39.023(c-3) and supports reliable and valid assessments. Participation in University Interscholastic League (UIL) area, regional, or state competitions is prohibited on any days on which testing is scheduled between Monday and Thursday of the school week in which the primary administration of assessment instruments occurs.

The commissioner may provide alternate dates for the administration of tests required for a high school diploma to students who are migratory children and who are out of the state.

19 TAC 101.25

On request by a district, the commissioner may allow the district to administer an assessment instrument on the first instructional day

of a week if administering the assessment instrument on another instructional day would result in a significant administrative burden due to specific local conditions. *Education Code 39.023(c-3)*

**Alternate Test
Dates**

The commissioner shall consider requests from districts or campuses for alternate test dates on a case-by-case basis. Alternate test dates will only be allowed if the campus or district is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may affect a district's or campus's ability to administer an assessment or the students' performance on the assessment.

"Exceptional circumstances" include:

1. Inclement weather or natural disasters that would cause a district or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the commissioner may prohibit a district or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of the district, campus, and students.

19 TAC 101.5003

**Test Administration
Training**

The commissioner may require training for district employees involved in the administration of the assessment instruments. The commissioner may only require for the employee at each district campus who oversees the administration of the assessment instruments to annually receive the training. The district employee who oversees test administration on a district campus may, with discretion, require other district employees involved in the administration of assessment instruments to repeat the training. *Education Code 39.0304(a), (b-1)–(b-2)*

**Notice to Parents
and Students**

A superintendent shall be responsible for ~~providing written notice to each student and the student's parent or guardian of~~ the following

in order to provide timely and full notification of graduation requirements:

- ~~1. The testing requirements for grade advancement [see EIE] and the dates, times, and locations of testing. Notice of testing requirements shall be provided no later than the beginning of the student's kindergarten year, for students attending kindergarten in the district, and no later than the beginning of the student's first-grade year for all other students. The superintendent shall also provide such notice for students in grades 1–8 who are new to the district.~~
1. The testing requirements for graduation and the dates, times, and locations of testing. Notice of testing requirements shall be provided **Notifying each student and his or her parent or guardian in writing** no later than the beginning of the student's seventh-grade year. ~~The superintendent shall also provide such notice for students of the testing requirements for graduation;~~
2. **Notifying each student** in grades 7–12 ~~who are~~ new to the district. ~~Notice and his or her parent or guardian in writing of the dates, times, and locations of testing shall be provided to requirements for graduation; and~~
- ~~2-3.~~ **Notifying** each student who ~~will~~ **shall** take the tests ~~and to required for graduation and his or her parent or guardian, as well as~~ out-of-school individuals, **of the dates, times, and locations of testing.**

19 TAC 101.3012

Testing in Grades 3–8

Except as provided below, all students, other than students who are assessed under Education Code 39.023(b) (alternative assessment instrument) or 39.023(l) (emergent bilingual students) or exempted under Education Code 39.027, shall be assessed in:

1. Mathematics, annually in grades 3–8;
2. Reading, annually in grades 3–8;
3. Social studies in grade 8;
4. Science in grades 5 and 8; and
5. Any other subject and grade required by federal law.

Education Code 39.023(a)

Exception

For purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student's enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or
2. Is enrolled in a course for high school credit in a subject intended for students above the student's enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

For purposes of federal accountability, a grade 3–8 student who is accelerated in mathematics, reading/language arts, or science and on schedule to complete the high school end-of-course assessments in that same content area prior to high school shall be assessed at least once in high school with the ACT or the SAT.

A student is only eligible to take an assessment instrument intended for use above the student's enrolled grade if the student is on schedule to complete instruction in the entire curriculum for that subject during the semester the assessment is administered.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument ~~above the student's grade level~~ **not required to be administered to the student.**

Education Code 28.0211(o)–(p), 39.023(a-2); 19 TAC 101.3011(a)(1)–(4)

Kindergarten
Assessment

An assessment instrument under Education Code 39.023 may not be administered to a kindergarten student except for the purpose of determining whether the student is entitled to the benefit of the Foundation School Program [see FD]. *Education Code 39.023(a-16)*

Prekindergarten
Assessment

Performance on an assessment instrument administered to students in prekindergarten may not be considered for any purpose related to Education Code Chapters 39 and 39A. *Education Code 39.0237*

Accommodations

Testing accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding testing accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible testing accommodations shall be described in the appropriate test administration materials.

The committee established by a board to determine the placement of students with dyslexia or related disorders shall determine whether any allowable modification is necessary in administering an assessment to such a student.

A student's ARD committee shall determine the allowable accommodations and shall document them in the student's individualized education program (IEP). [See Special Education, above]

19 TAC 101.3013; Education Code 39.023(a)–(c), (n); 34 C.F.R. 300.320(a)(6)

End-of-Course Assessments

Beginning with students first enrolled in grade 9 in the 2011–12 school year, a student enrolled in a course for which an EOC assessment exists as required by Education 39.023(c) shall take the appropriate assessment. *19 TAC 101.3021(a)*

TEA shall adopt EOC assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United States history. The Algebra I EOC assessment instrument must be administered with the aid of technology, but may include one or more parts that prohibit the use of technology. The English I and English II EOC assessment instruments must each assess essential knowledge and skills in both reading and writing and must provide a single score. A district shall comply with State Board of Education rules regarding administration of the assessment instruments listed in this provision.

If a student is in a special education program, the student's ARD committee shall determine whether any allowable modification is necessary in administering to the student an assessment instrument required under this provision.

Education Code 39.023(c)

Students Enrolled
Below High School
Level

Beginning in the 2011–12 school year, a student in grade 8 or lower who takes a high school course for credit is required to take the applicable EOC assessment. The EOC assessment result shall be applied toward the student's assessment graduation requirements, as specified in 19 Administrative Code 101.3022. *19 TAC 101.3021(d)*

Assessment
Requirements for
Graduation

A student must meet satisfactory performance on an EOC assessment listed in Education Code 39.023(c) ~~only for a course in which the student is enrolled and for which an EOC assessment instrument is administered~~ in order to be eligible to receive a Texas diploma, **except as described below at Exceptions, Credits Earned Prior to Enrollment, Individual Graduation Committee, and Special Education.**

The standard in place when a student first takes an EOC assessment is the standard that will be maintained throughout the student's school career.

Exceptions

English I or
English II

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course's assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

Exceptions related to English I also apply to ~~English language learners~~ **emergent bilingual students** who meet the criteria in 19 Administrative Code 101.1007. [See EKBA]

19 TAC 101.3022(a)–(c)

Credits Earned
Prior to
Enrollment

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school district and the credit has been accepted by a Texas public school district, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011–12 spring administration, the student is not required to take the corresponding EOC assessment. **19 TAC 101.3021(e)**

~~19 TAC 101.3021(e), .3022~~

Substitute
Assessments

The commissioner adopts certain assessments as substitute assessments that a student may use in place of a corresponding EOC assessment to meet the student's assessment graduation requirements. A satisfactory score on an approved assessment may be used in place of only one specific EOC assessment, except as provided by 19 Administrative Code 101.4002(d)(1) (student who qualifies for use of the Texas Success Initiative (TSI) as a substitute assessment and is enrolled in certain college preparatory courses).

A student at any grade level is eligible to use a substitute assessment as provided in the commissioner's chart at 19 Administrative Code 101.4002(b) if the student:

1. Was administered an approved substitute assessment for an equivalent course in which the student was enrolled;

2. Received a satisfactory score on the substitute assessment as determined by the commissioner and provided in the chart at 19 Administrative Code 101.4002(b); and
3. Using a Texas Success Initiative Assessment (TSIA) or a Texas Success Initiative Assessment, Version 2.0 (TSIA2) also meets the additional criteria of 19 Administrative Code 101.4002(d).

*TSI Additional
Criteria*

A student must meet the criteria established in 19 Administrative Code 101.4002(d) in order to qualify to use TSIA or TSIA2 as a substitute assessment.

*Accountability
Testing*

A student electing to substitute an assessment for graduation purposes must still take the corresponding EOC assessment required under Education Code 39.023(c) at least once for accountability purposes. If a student sits for an EOC assessment, a district may not void or invalidate the test in lieu of a substitute assessment.

A student who fails to perform satisfactorily on a PSAT, PLAN, or Aspire test (or any versions of these tests) as indicated in the chart in 19 Administrative Code 101.4003(b) must take the appropriate EOC assessment required under Education Code 39.023(c). However, a student who does not receive a passing score on the EOC assessment and retakes a PSAT, PLAN, or Aspire test (or any versions of these tests) is eligible to meet the requirements specified in 19 Administrative Code 101.4002(c).

19 TAC 101.4002

*Verification of
Results*

An eligible student is responsible for providing a district an official copy of the student's scores from the substitute assessment.

Upon receipt of official results of an approved substitute assessment, a district must:

1. Verify the student's score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the commissioner.

19 TAC 101.4005

*Satisfactory
Performance*

A student is required to achieve a scale score that indicates satisfactory performance, as determined by the commissioner on each EOC assessment instrument administered to the student. *Education Code 39.025(a)*

Individual
Graduation
Committee

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (IGC). [See EIF] *Education Code 28.0258, 39.025(a-5)*

A student may not graduate under an IGC if the student did not take each required EOC assessment or an approved substitute assessment for each course in which the student was enrolled in a Texas public school for which there is an EOC assessment. A district shall determine whether the student took each required EOC assessment or an approved substitute assessment. For purposes of this provision only, a student who does not make an attempt to take all required EOC assessments may not qualify to graduate by means of an individual graduation committee.

Notwithstanding any action taken by a student's individual graduation committee, a district must provide a student an opportunity to retake an EOC assessment under Education Code 39.023(c) if the student has not previously achieved satisfactory performance on an assessment for that course. A student is not required to retake a course in order to be administered a retest of an EOC assessment.

19 TAC 101.3022(e)(1), (3)

For provisions related to an IGC and emergent bilingual students, see EKBA.

Special Education

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 Administrative Code 89.1070 (Graduation Requirements) and 19 Administrative Code 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate. [See EIF]

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment while enrolled in a special education program is not required to retake and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC

assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any remaining EOC assessments that the student is required to take. If the student fails to achieve satisfactory performance on no more than two of the remaining EOC assessments, the student is eligible for IGC review under Education Code 28.0258 and is subject to the IGC provisions above. [See Individual Graduation Committee, above]

19 TAC 101.3022(f)

~~A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a Texas high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation.~~

~~Beginning with the 2011–12 school year, all grades 9–12 students with significant cognitive disabilities who are assessed with an alternate assessment as specified in the student's IEP will be assessed using alternate versions of EOC assessments as listed in 19 Administrative Code 101.3011(b)(2).~~

~~19 TAC 101.3023(a), (b)~~

For more information on graduation requirements for special education students, see EIF.

Credit by
Examination

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 Administrative Code 74.24. [See EHDB, EHDC] *19 TAC 101.3021(c)*

Additional State
Assessments

TEA may adopt EOC assessment instruments for courses not listed in statute, as described above. A student's performance on these EOC assessment instruments is not subject to the performance requirements established for the statutory assessments. *Education Code 39.023(c-2)*

Retakes

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. [See Satisfactory Performance, above]

A student is not required to retake a course as a condition of retaking an EOC assessment instrument.

If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to

retake the assessment if the student is required to retake the course.

Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d)

Reporting Results

To the Public

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of a board, after receipt from TEA. The information shall not contain the names of individual students or teachers. *Education Code 39.030(b)*

To the Board

A superintendent shall accurately report all test results with appropriate interpretations to a board according to the schedule in the applicable test administration materials.

To Parents,
Students, and
Teachers

A district shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated at Confidentiality of Results, below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or ~~school~~ **charter school or private school. The scoring contractor will provide districts with the results of the machine-scorable assessments within a 21-day period following the close of the testing window.** Upon receipt of the assessment results from the test contractor, a district shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year. [See BQ series, FD, and FL]

19 TAC 101.3014(a)–(d)

TEA shall adopt a series of questions to be included in an EOC assessment instrument administered under Education Code 39.023(c) to be used for purposes of identifying students who are likely to succeed in an advanced high school course. A district shall notify a student who performs at a high level on the questions and the student's parent or guardian of the student's performance and potential to succeed in an advanced high school course. A district may not require a student to perform at a particular level on the questions to be eligible to enroll in an advanced high school course. *Education Code 39.023(b)*

Parents Right-to-
Know Under ESEA

As a condition of receiving assistance under Title I, Part A of the Elementary and Secondary Education Act (ESEA) (20 U.S.C. 6301 et seq.), a district shall provide to each individual parent of a child who is a student in such school, with respect to such student information on the level of achievement and academic growth of the

student, if applicable and available, on each of the state academic assessments required under Part A. *20 U.S.C. 6312(e)(1)(B)(i)*

Parental Access

A parent is entitled to access to a copy of each state assessment instrument administered to the parent's child. This right of access does not apply, however, to those instruments or particular questions that are being field-tested by TEA. *Education Code 26.005, .006(a)(2), 39.023(e)*

Out-of-State Transfers

A district shall accurately report to TEA whether that student transferred into the district from out of state during the current school year.

Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. A district shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to districts from the results of the district's other students in addition to the current reporting of assessment results for all students and other student subsets.

19 TAC 101.3014(e)

Accelerated Instruction

Each time a student fails to perform satisfactorily on an assessment instrument administered under Education Code 39.023(a) in the third, fourth, fifth, sixth, seventh, or eighth grade, the district in which the student attends school shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under the local optional teacher designation system [see DEAA] for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction under Education Code 28.0211(a-4). [See EHBC]

Education Code 28.0211(a-1)

A district shall provide each student who fails to perform satisfactorily on an EOC assessment instrument with accelerated instruction under Education Code 28.0217 in the subject assessed by the assessment instrument. *Education Code 39.025(b-1)* [See EHBC]

College Readiness

Each district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. The courses must be designed:

1. For students at the grade 12 level whose performance on:
 - a. An EOC assessment instrument required under Education Code 39.023(c) does not meet college readiness standards; or
 - b. Coursework, a college entrance examination, or an assessment instrument designated under Education Code 51.334(a) indicates that the student is not ready to perform entry-level college coursework; and
2. To prepare students for success in entry-level college courses.

A course must be provided on the campus of the high school offering the course or through distance learning or as an online course provided through the institution of higher education with which the district partners.

Faculty

Appropriate faculty of each high school offering courses and appropriate faculty of each institution of higher education with which the district partners shall meet regularly as necessary to ensure that each course is aligned with college readiness expectations.

Notice

Each district shall provide a notice to each eligible student and the student's parent or guardian regarding the benefits of enrolling in a course.

Credit Earned

A student who successfully completes an English language arts course may use the credit earned toward satisfying the advanced English language arts curriculum requirement for the foundation high school program under Education Code 28.025(b-1)(1). A student who successfully completes a mathematics course may use the credit earned in the course toward satisfying an advanced mathematics curriculum requirement under Education Code 28.025 after completion of the mathematics curriculum requirements for the foundation high school program under Education Code 28.025(b-1)(2).

Dual Credit

A course may be offered for dual credit at the discretion of the institution of higher education with which a district partners.

*Instructional
Materials*

Each district, in consultation with the institution of higher education with which the district partners, shall develop or purchase instructional materials for a course consistent with Education Code Chapter 31. The instructional materials must include technology resources that enhance the effectiveness of the course and draw on established best practices.

Education Code 28.014

**Security and
Confidentiality**

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

Districts and campuses and the superintendent and campus principals in each district and campus shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as the district becomes aware of any alleged or suspected violation of the security or confidential integrity of a test [see Violations, below];
3. Report all confirmed testing violations to TEA within ten working days of the district becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure test materials are district employees who have:
 - a. Met the requirements to participate in the student assessment program;
 - b. Received training in test security and test administration procedures; and
 - c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties that may result from a violation of test security and confidentiality or a departure from test administration procedures; and
5. Ensure the security of the test materials as required by 19 Administrative Code 101.3031(a)(2)(E).

19 TAC 101.3031(a)(1)–(a)(2)

Violations

Violations of the security and confidential integrity of a test include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;

4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;
7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in the above conduct or in any other serious violation of security and confidentiality under this provision;
13. Failing to implement sufficient procedures to prevent student cheating; and
14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

Consequences

If a district determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, the district shall invalidate the student's test results.

Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Educator Certification (SBEC) for sanctions in accordance with 19 Administrative Code Chapter 247 (Educators' Code of Ethics) and Chapter 249 (Disciplinary Proceedings, Sanctions, and Contested Cases); and

3. Lowering the district's accreditation status or a district's or campus's accountability rating in accordance with Education Code 39.057(d) (redesignated to Education Code 39.003003(d)), or appointment of a monitor, conservator, or management team to the district in accordance with Education Code Chapter 39A.

**Test Administration
Procedures**

Test administration procedures shall be delineated in the test administration materials provided to districts annually. Districts must comply with all of the applicable requirements specified in the test administration materials.

Districts shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

Records Retention

As part of test administration procedures, the commissioner shall require districts to maintain records related to the security of assessment instruments for five years.

19 TAC 101.3031(a)-(3)-(d)

**Disciplinary Action
and Penalties**

SBEC may take disciplinary action against a person who has violated the security or integrity of any assessment required by Education Code Chapter 39, Subchapter B or has committed an act that is a departure from the test administration procedures established by the commissioner under 19 Administrative Code Chapter 101.

The superintendent and campus principal must develop procedures to ensure the security and confidentiality of the tests and will be responsible for notifying TEA in writing of conduct that violates the security or confidentiality of a test. Failure to report can subject the person responsible to the applicable penalties.

19 TAC 249.15(a)-(b), (g)(8)

Minimize Disruptions

In implementing the commissioner's procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, a district shall minimize disruptions to school operations and the classroom environment. *Education Code 39.0301(a-1)*

**Confidentiality of
Results**

Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974. *Education Code 39.030(b)* [See FL and GBA]

Note: The terms English language learner, English learner, limited English proficient student, and emergent bilingual student are used interchangeably.

**Language
Proficiency
Assessment
Committee (LPAC)**

The language proficiency assessment committee (LPAC) [see EHBE] shall select the appropriate assessment option for English language learners, as defined by Education Code Chapter 29, Subchapter B, as a student of limited English proficiency (LEP), in accordance with 19 Administrative Code 101.1005. The LPAC assessment decisions must be made on an individual student basis in accordance with administrative procedures established by ~~TEA~~ **the Texas Education Agency (TEA)**.

Documentation

The LPAC shall document in the student's permanent record file:

1. The decisions and justifications related to English language proficiency assessments under 19 Administrative Code 101.1003;
2. The decisions and justifications related to selecting the appropriate assessment option under 19 Administrative Code 101.1005; and
3. In conjunction with the admission, review, and dismissal (ARD) committee, the need for allowable testing accommodations under 19 Administrative Code 101.1003 and .1005.

19 TAC 101.1003(b), (c), .1005(a), (c)

Definitions

“Recent unschooled immigrant” means an immigrant who initially enrolled in a school in the United States not more than 12 months before the date of the administration of an assessment and who, as a result of inadequate schooling outside of the United States, lacks the necessary foundation in the essential knowledge and skills of the curriculum determined by the LPAC. *Education Code 39.027(g)*

“Unschooled asylee or refugee” means a student who:

1. Initially enrolled in a school in the United States as:
 - a. An asylee as defined by 45 C.F.R. 400.41; or
 - b. A refugee as defined by 8 U.S.C. 1101;
2. Has a visa issued by the U.S. Department of State with a Form I-94 Arrival/Departure record, or a successor document, issued by the U.S. Citizenship and Immigration Services that is stamped with “Asylee,” “Refugee,” or “Asylum”; and

3. As a result of inadequate schooling outside of the United States, lacks the necessary foundation in the essential knowledge and skills of the curriculum prescribed under Education Code 28.002, as determined by the LPAC established under Education Code 29.063.

Education Code 39.027(a-1); 19 TAC 101.1005(c)

“Inadequate schooling outside the United States” is defined as little or no formal schooling outside the United States such that the asylee or refugee lacks basic literacy in his or her primary language upon enrollment in school in the United States. *19 TAC 101.1005(d)*

English Language Proficiency Tests

In kindergarten through grade 12, an English learner shall be administered state-identified English language proficiency assessments annually in listening, speaking, reading, and writing to fulfill state assessment requirements under Education Code Chapter 39, Subchapter B, [see EKB] and federal requirements. *19 TAC 101.1003(a)*

Limitations on Exemptions

First Year After Enrollment

An emergent bilingual student may be administered an accommodated or alternative assessment instrument or may be granted an exemption from or a postponement of the administration of the state assessment for up to one year after initial enrollment in a school in the United States if the student has not demonstrated proficiency in English as determined by the assessment system developed to evaluate academic progress of an emergent bilingual student. *Education Code 39.027(a)(1)*

Subsequent Years

An emergent bilingual student granted the initial exemption period above may be administered an accommodated or alternative assessment instrument or may be granted an exemption from or a postponement of the administration of the state assessment for up to:

1. An additional two years if the student is a recent unschooled immigrant or is in a grade for which no assessment instrument in the primary language of the student is available; or
2. An additional four years if the student’s initial enrollment in a school in the United States was as an unschooled asylee or refugee.

The LPAC must determine that the student lacks the academic language proficiency in English necessary for an assessment in English to measure the student’s academic progress in a valid, reliable manner.

Minimum Days for Enrollment	<p>Regardless of the date on which the student initially enrolled in a school in the United States, unless a student is enrolled in a school in the United States for a period of at least 60 consecutive days during a year, the student may not be considered to be enrolled in a school in the United States for that year for the purpose of determining a number of years under Education Code 39.027(a)(1), (2), or (3).</p> <p><i>Education Code 39.027(a)(1)–(2), (a-1), (a-2), (g)</i></p>
Testing in Grades 3–8	<p>An English language learner shall participate in the grades 3–8 assessments and, except as provided below, shall be administered the general form of the English-version state assessment.</p>
Spanish-Version Assessment	<p>A Spanish-speaking English language learner in grades 3–5 may be administered the state’s Spanish-version assessment if an assessment in Spanish will provide the most appropriate measure of the student’s academic progress.</p>
Linguistically Accommodated Assessments	<p>An English language learner in grade 3 or higher may be administered the linguistically accommodated English version of the state’s mathematics, science, or social studies assessment if:</p> <ol style="list-style-type: none"> 1. A Spanish-version assessment does not exist or is not the most appropriate measure of the student’s academic progress; 2. The student has not yet demonstrated English language proficiency in reading as determined by the English language proficiency assessments required above [see English Language Proficiency Tests, above]; and 3. The student has been enrolled in U.S. schools for three school years or less or qualifies as an unschooled asylee or refugee enrolled in U.S. schools for five school years or less [see Definitions, above].
Exemption for Asylee or Refugee	<p>An unschooled asylee or refugee who meets the criteria at Spanish-Version Assessment and Linguistically Accommodated Assessments above shall be granted an exemption from an administration of an assessment instrument under Education Code 39.023(a), (b), or (l). This exemption will only apply during the school year an unschooled asylee or refugee is first enrolled in a U.S. public school.</p> <p><i>19 TAC 101.1005(b), (c)</i></p>
Refusal of Services	<p>An English language learner whose parent or guardian has declined bilingual education/ESL services is not eligible for special assessment, accommodation, or accountability provisions made</p>

available to English language learners on the basis of limited English proficiency. *19 TAC 101.1005(f)*

**End-of-Course
Assessments**

An English language learner shall participate in the end-of-course assessments as required by Education Code 39.023(c) and, except as provided below, shall be administered the general form of the English-version state assessment. *19 TAC 101.1005(b)*

An English language learner shall not be exempt from taking an end-of-course assessment for reasons associated with limited English proficiency or inadequate schooling outside the United States, except as provided below.

Exception

If an English language learner enrolled in English I or English for Speakers of Other Languages I has not yet demonstrated English language proficiency in reading as determined by the English language proficiency assessments required above [see English Language Proficiency Tests, above] and has been enrolled in U.S. schools for three school years or less, or qualifies as an unschooled asylee or refugee enrolled in U.S. schools [see Definitions, above] for five school years or less, then he or she shall not be required to retake the applicable English I assessment in which the student is enrolled each time it is administered if the student passes the course but fails to achieve the passing standard on the assessment [See EKB]

19 TAC 101.1007(a), (b)

**Individual
Graduation
Committees**

An emergent bilingual student who qualifies for the English I special exception in 19 Administrative Code 101.1007, above, may graduate without an individual graduation committee (IGC) if the student achieves satisfactory performance on the remaining end-of-course (EOC) assessments that the student is required to take.

The qualifying emergent bilingual student becomes eligible for IGC review by failing to achieve satisfactory performance on the English I EOC assessment and one other EOC assessment or by failing to achieve satisfactory performance on no more than two of the remaining EOC assessments if the student achieved satisfactory performance on the English I EOC assessment.

If a qualifying emergent bilingual student does graduate by means of an IGC, the student is required to complete IGC requirements for each course in which the student did not achieve satisfactory performance on the EOC assessment for that course.

19 TAC 101.3022(e)(2)

Non-LEP Students

School districts may administer the assessment of academic skills in Spanish to a student who is not identified as limited English proficient but who participates in a bilingual program if the LPAC determines the assessment in Spanish to be the most appropriate measure of the student's academic progress. *19 TAC 101.1005(g)*

Special Education

Selecting
Assessments

For each English language learner who receives special education services, the student's ARD committee in conjunction with the student's LPAC shall select the appropriate assessments.

The ARD committee shall document the decisions and justifications in the student's individualized education program (IEP).

19 TAC 101.1005(a)

In rare cases, the ARD committee in conjunction with the LPAC may determine that it is not appropriate for an English learner who receives special education services to participate in the general required English language proficiency assessment [see English Language Proficiency Tests, above] for reasons associated with the student's particular disability. Students with the most significant cognitive disabilities who cannot participate in the general English language proficiency assessment, even with allowable accommodations, shall participate in the alternate English language proficiency assessment to meet federal requirements. The ARD committee shall document the decisions and justifications in the student's IEP, and the LPAC shall document the decisions and justifications in the student's permanent record file. *19 TAC 101.1003(b)*

In the case of an English learner who receives special education services, the ARD committee in conjunction with the LPAC shall determine and document the need for allowable testing accommodations in accordance with administrative procedures established by TEA. *19 TAC 101.1003(c)*

Alternative
Assessment
Instruments

In certain cases, an English learner who receives special education services may, as a result of his or her particular disabling condition, qualify to be administered an alternative assessment instrument based on alternative achievement standards. *19 TAC 101.1005(b)*

An unschooled asylee or refugee who meets these criteria shall be granted an exemption from an administration of an assessment instrument under Education Code 39.023(a), (b), or (l). This exemption will only apply during the school year an unschooled asylee or refugee is first enrolled in a U.S. public school. *19 TAC 101.1005(c)*

Testing Accommodations	The LPAC in conjunction with the ARD committee shall determine and document any allowable testing accommodations for assessments in accordance with administrative procedures established by TEA. 19 TAC 101.1005(e)
Grade Advancement Requirements	The LPAC shall determine appropriate assessment and accelerated instruction for an English language learner who is administered a grade advancement test in English or Spanish, except as provided by 19 Administrative Code 101.1005. The grade placement committee for an English language learner shall make its decisions in consultation with a member of the student's LPAC. 19 TAC 101.2003(e) [See EIE]

Nondiscrimination	<p>A district shall provide equal opportunities to all individuals within its jurisdiction or geographic boundaries. <i>Education Code 1.002(a)</i></p> <p>No officer or employee of a district shall, when acting or purporting to act in an official capacity, refuse to permit any student to participate in any school program because of the student's race, religion, color, sex, or national origin. <i>Civ. Prac. & Rem. Code 106.001</i></p> <p>A district may not deny services to any individual eligible to participate in its special education program, but it shall provide individuals with disabilities special educational services as authorized by law. <i>Education Code 1.002(b)</i></p>
Federal Funding Recipients	<p>No person shall be excluded from participation in, denied the benefits of, or subjected to discrimination by any district that receives federal financial assistance, on the basis of any of the following protected characteristics:</p> <ol style="list-style-type: none"> 1. Sex. 2. Race, color, or national origin. 3. Disability, or relationship or association with an individual with a disability. [See EHB, EHBA series, and GA] 4. Age. <p><i>20 U.S.C. 1681 (Title IX); 42 U.S.C. 2000d (Title VI); 20 U.S.C. 1400 et seq. (Individuals with Disabilities Education Act); 29 U.S.C. 794 (Section 504); 42 U.S.C. 12132 (Americans with Disabilities Act [ADA]); 42 U.S.C. 6101 et. seq. (Age Discrimination Act of 1975)</i></p>
Sexual Harassment	<p>Sexual harassment of students in an education program or activity is discrimination on the basis of sex under Title IX. <u><i>Franklin v. Gwinnett County Schools</i>, 503 U.S. 60 (1992)</u></p> <p>A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX. 34 C.F.R. 106.45(a)</p> <p>[See also DIA and FFH]</p>
Grievance Procedures	<p>A district must adopt and publish grievance procedures for prompt and equitable resolution of student complaints alleging any action that would be prohibited by these provisions. <i>34 C.F.R. 106.8 (Title IX), 104.7(b) (Section 504)</i> [See FFH]</p>
Retaliation	<p>A district shall not coerce, intimidate, threaten, retaliate or discriminate against, or interfere with any person who attempts to assert a right protected by the above laws or cooperates with investigation</p>

and enforcement proceedings under these laws. *34 C.F.R. 100.7(e) (Title VI), 104.61 (Section 504), 106.71 (Title IX)* [See FFH]

Students with Learning Difficulties

The Texas Education Agency shall produce and provide to school districts a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under Education Code 29.004 or for aids, accommodations, or services under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794). Each school year, a district shall provide the written explanation to a parent of each district student by including the explanation in the student handbook or by another means. *Education Code 26.0081(c)*

Disability Discrimination

ADA

Under the Americans with Disabilities Act (ADA), no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a district, or be subjected to discrimination by the district. *42 U.S.C. 12132; 28 C.F.R. 35.130*

Section 504

Under Section 504 of the Rehabilitation Act, no otherwise qualified individual with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. *29 U.S.C. 794(a)*

Designation of Responsible Employee

A district shall designate at least one employee to coordinate its efforts to comply with Section 504 and the ADA. The district shall make available to all interested individuals the name, office address, and telephone number of the employee(s) so designated. *34 C.F.R. 104.7(a), 28 C.F.R. 35.107*

Definitions

Student with a Disability

A "student with a disability" is one who has a physical or mental impairment that substantially limits one or more of the student's major life activities, has a record of having such an impairment, or is being regarded as having such an impairment.

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures, such as medication, medical supplies, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics, hearing aids, mobility devices, oxygen therapy, assistive technology, or learned behavioral or adaptive neurological modifications.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

A student meets the requirement of being “regarded as” having an impairment if the student establishes that he or she has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. This provision does not apply to impairments that are transitory or minor. A transitory impairment is one with an actual or expected duration of 6 months or less.

29 U.S.C. 705(20)(B), 42 U.S.C. 12102(1), (3)–(4)

*Qualified
Individual with a
Disability*

The term “qualified individual with a disability” means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a district. *42 U.S.C. 12131(2)*

*Major Life
Activities*

“Major life activities” include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. “Major life activity” also includes the operation of major bodily functions, including functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. *42 U.S.C. 12102(2)*

*Reasonable
Modification*

A district shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the district can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. *28 C.F.R. 35.130(b)(7)*

Direct Threat

“Direct threat” means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services as provided below. *28 C.F.R. 35.104*

The ADA does not require a district to permit an individual to participate in or benefit from the services, programs, or activities of that district when that individual poses a direct threat to the health or safety of others.

In determining whether an individual poses a direct threat to the health or safety of others, a district must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain:

1. The nature, duration, and severity of the risk;
2. The probability that the potential injury will actually occur; and
3. Whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

28 C.F.R. 35.139

Free Appropriate
Public Education
(FAPE)

A district shall provide a free appropriate public education to each qualified student with a disability within the district's jurisdiction, regardless of the nature or severity of the student's disability.

A student with a disability is "qualified" if he or she is between the ages of three and 21, inclusive. *20 U.S.C. 1412(a)(1); 34 C.F.R. 104.3(l)(2)*

An appropriate education is the provision of regular or special education and related services that are:

1. Designed to meet the student's individual educational needs as adequately as the needs of students who do not have disabilities are met; and
2. Based on adherence to procedures that satisfy federal requirements for educational setting, evaluation and placement, and procedural safeguards, as set forth below.

34 C.F.R. 104.33(b)

Implementation of an individualized education program (IEP) under IDEA is one means for providing FAPE. *34 C.F.R. 104.33(b)(2)*

Note: See EHBA series for policies regarding the provision of special education to students with disabilities under IDEA who require special education in order to benefit from a free appropriate public education.

Educational Setting

A district shall place a student with a disability in the regular educational environment, unless the district demonstrates that education in the regular environment with the use of supplemental aids and services cannot be achieved satisfactorily. *34 C.F.R. 104.34(a)*

In providing or arranging for nonacademic and extracurricular services and activities, a district shall ensure that a student with a disability participates with students who do not have disabilities to the maximum extent appropriate to the needs of the student with a disability. *34 C.F.R. 104.34(b), 104.37*

Evaluation and
Placement

A district shall conduct an evaluation of any person who, because of disability, needs or is believed to need special education or related services before taking any action with respect to the initial placement of the person in regular or special education and any subsequent significant change in placement.

*Evaluation
Procedures*

A district shall establish standards and procedures for the evaluation and placement which ensure that:

1. Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer;
2. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
3. Tests are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

*Placement
Procedures*

In interpreting evaluation data and in making placement decisions, a district shall:

1. Draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social and cultural background, and adaptive behavior;
2. Establish procedures to ensure that information obtained from all such sources is documented and carefully considered;
3. Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and

4. Ensure that the placement decision is made in conformity with 34 C.F.R. 104.34.

Reevaluation

A district shall establish procedures for periodic reevaluation of students who have been provided special education and related services. A reevaluation procedure consistent with the Education for the Handicapped Act [now IDEA] is one means of meeting this requirement.

34 C.F.R. 104.35**Military Dependents**

In compliance with the requirements of Section 504, and with Title II of the Americans with Disabilities Act (42 U.S.C. Sections 12131–12165), the district shall make reasonable accommodations and modifications to address the needs of incoming military dependents with disabilities, subject to an existing Section 504 or Title II Plan, to provide the student with equal access to education. This does not preclude the district from performing subsequent evaluations to ensure appropriate placement of the student. *Education Code 162.002 art. V, § C* [See FDD]

Procedural Safeguards

A district shall establish a system of procedural safeguards with respect to the identification, evaluation, and educational placement of persons who need or are believed to need special instruction or related services.

The system shall include notice, an opportunity for the student's parent or guardian to examine relevant records, an impartial hearing with the opportunity for participation by the student's parents or guardian and representation by counsel, and a review procedure. Compliance with the procedural safeguards of IDEA is one means of meeting this requirement. **34 C.F.R. 104.36**

Children Who Are Homeless

A district shall adopt policies and practices to ensure that homeless children are not stigmatized or segregated on the basis of their homeless status. [See FDC]

Liaison

A district shall designate an appropriate staff person, able to carry out the required duties, as the district liaison for homeless children. A district shall inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children, and homeless children of the duties of the liaison. [See FFC]

42 U.S.C. 11432(g)(1)(J)(i), (ii), (g)(6)(B)**Religious Freedom**

A district may not substantially burden a student's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering

	that interest. <i>Civ. Prac. & Rem. Code 110.003</i> [See also DAA and GA]
Adverse Action Prohibited	Notwithstanding any other law, a district may not take any adverse action against any person based wholly or partly on the person's membership in, affiliation with, or contribution, donation, or other support provided to a religious organization. <i>Gov't Code 2400.002</i> [See GA]
Discrimination on the Basis of Sex Title IX	No person in the United States shall, on the basis of sex, be excluded from participation in, denied the benefits of, or be subjected to discrimination by any district receiving federal financial assistance. <i>20 U.S.C. 1681(a)</i> [See FFH for information regarding Title IX coordinator designation, policy notification, and complaint procedures.] A district shall not provide any course or otherwise carry out any of its educational programs or activities separately on the basis of sex, or require or refuse participation therein on the basis of sex, including health, physical education, industrial, business, vocational, technical, home economics, music, and adult education courses. <i>34 C.F.R. 106.34</i> [See FFH for information on sexual harassment that may constitute discrimination on the basis of sex under Title IX.]
Separate Facilities	A district may provide separate toilet, locker room, and shower facilities on the basis of sex, but the facilities provided for one sex shall be comparable to the facilities provided for the other sex. <i>34 C.F.R. 106.33</i>
Human Sexuality Classes	Portions of classes in elementary and secondary school that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
Vocal Music Activities	A district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex. <i>34 C.F.R. 106.34</i>
Single-Sex Programs	A district shall not, on the basis of sex, exclude any student from admission to an institution of vocational education or any other school or educational unit operated by the district. <i>34 C.F.R. 106.35</i>
Pregnancy and Marital Status	A recipient shall not apply any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. <i>34 C.F.R. 106.40</i> [See FND]

Physical Education Classes	A district may group students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.
<i>Skills Assessment</i>	Where use of a single standard of measuring skill or progress in physical education classes has an adverse effect on members of one sex, a district shall use appropriate standards that do not have such effect.
<i>Contact Sports</i>	A district may separate students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact. <i>34 C.F.R. 106.34, .43</i>
Athletic Programs	A district shall not discriminate, on the basis of sex, in interscholastic or intramural athletics or provide any such athletics separately on such basis.
<i>Single-Sex Teams</i>	A district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport. However, where a recipient operates or sponsors a team in a particular sport for members of one sex but not for members of the other sex, and athletic opportunities for members of that sex have previously been limited, members of the excluded sex must be allowed to try-out for the team offered unless the sport involved is a contact sport.
<i>Equal Athletic Opportunities</i>	<p>A district that operates or sponsors interscholastic or intramural athletics shall provide equal athletic opportunity for members of both sexes. The following factors shall be considered in determining whether a district provides equal athletic opportunities:</p> <ol style="list-style-type: none"> 1. Whether the selection of sports and levels of competition effectively accommodate the interests and abilities of members of both sexes; 2. Provision of equipment and supplies; 3. Scheduling of games and practice time; 4. Travel and per diem allowance; 5. Opportunity to receive coaching and academic tutoring; 6. Assignment and compensation of coaches and tutors; 7. Provision of locker rooms and practice and competitive facilities; 8. Provision of medical and training facilities and services;

9. Provision of housing and dining facilities and services; and
10. Publicity.

34 C.F.R. 106.41

Wellness Policy

Each district must establish a local school wellness policy for all schools participating in the National School Lunch Program and/or School Breakfast program under the jurisdiction of the district. The local school wellness policy is a written plan that includes methods to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal standards. *7 C.F.R. 210.31(a)*

School Day

“School day” means the period from the midnight before, to 30 minutes after the end of the official school day. *7 C.F.R. 210.11(a)(5)*

School Campus

“School campus” means all areas of the property under the jurisdiction of the school that are accessible to students during the school day. *7 C.F.R. 210.11(a)(4)*

Contents

At a minimum, a local school wellness policy must contain:

1. Specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing these goals, a district must review and consider evidence-based strategies and techniques;
2. Standards for all foods and beverages provided, but not sold, to students during the school day on each participating school campus under the jurisdiction of the district;
3. Standards and nutrition guidelines for all foods and beverages sold to students during the school day on each participating school campus under the jurisdiction of the district that:
 - a. Are consistent with applicable requirements set forth in *7 C.F.R. 210.10* (meal requirements for lunches and after-school snacks) and *220.8* (meal requirements for breakfasts);
 - b. Are consistent with the nutrition standards set forth under *7 C.F.R. 210.11* (competitive food service and standards);
 - c. Permit marketing on the school campus during the school day of only those foods and beverages that meet the nutrition standards under *7 C.F.R. 210.11*; and
 - d. Promote student health and reduce childhood obesity;
4. Identification of the position of the district or school official(s) responsible for the implementation and oversight of the local

school wellness policy to ensure each school's compliance with the policy;

5. A description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy; and
6. A description of the plan for measuring the implementation of the local school wellness policy, and for reporting local school wellness policy content and implementation issues to the public as required below.

Public Involvement
and Notification

A district must:

1. Permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the local school wellness policy.
2. Inform the public about the content and implementation of the local school wellness policy, and make the policy and any updates available to the public annually.
3. Inform the public about progress toward meeting the goals of the local school wellness policy and compliance with the local school wellness policy by making the triennial assessment, as required at item 2 under Implementation Assessments and Updates below, available to the public in an accessible and easily understood manner.

Implementation
Assessments and
Updates

A district must:

1. Designate one or more district or school officials to ensure that each participating school complies with the local school wellness policy.
2. At least once every three years, assess schools' compliance with the local school wellness policy, and make assessment results available to the public. The assessment must measure the implementation of the local school wellness policy, and include:

- a. The extent to which schools under the jurisdiction of the district are in compliance with the local school wellness policy;
 - b. The extent to which the district's local school wellness policy compares to model local school wellness policies; and
 - c. A description of the progress made in attaining the goals of the local school wellness policy.
3. Make appropriate updates or modifications to the local school wellness policy, based on the triennial assessment.

Recordkeeping

A district must retain records to document compliance with the requirements of this policy. These records include, but are not limited to:

1. The written local school wellness policy;
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public as required at Implementation Assessments and Updates above; and
3. Documentation of the triennial assessment of the local school wellness policy for each school under its jurisdiction.

Healthy, Hunger-Free Kids Act of 2010, Pub. L. No. 111-296, sec. 204, 124 Stat. 3183 (2010) [42 U.S.C. 1758b]; 7 C.F.R. 210.31(c)–(f)

[See CO for requirements relating to food services management, EHAA for state law requirements relating to health education, and FJ for requirements relating to food and beverage fundraisers.]

Change in Health Services

Before a district or a school may expand or change the health-care services available at a school in the district from those that were available on January 1, 1999, the board must:

1. Hold a public hearing at which the board provides an opportunity for public comment and discloses all information on the proposed health-care services, including:
 - a. All health-care services to be provided;
 - b. Whether federal law permits or requires any health-care service provided to be kept confidential from parents;
 - c. Whether a child's medical records will be accessible to the parent;

- d. Information concerning grant funds to be used;
 - e. The titles of persons who will have access to the medical records of a student; and
 - f. The security measures that will be used to protect the privacy of students' medical records.
2. Approve the expansion or change by a record vote.

Education Code 38.012

[For information regarding school-based health centers, see FFAE.]

School-Based Health Centers

A district may, if it identifies the need, design a model for the delivery of cooperative health-care programs for students and their families and may compete for grants to provide such programs. The model program may provide for delivery of conventional health services and disease prevention of emerging health threats that are specific to a district.

On the recommendation of an advisory council [see Advisory Council, below] or on the initiative of the board, a district may establish a school-based health center at one or more campuses to meet the health-care needs of students and their families. A district may contract with a person to provide services at a school-based health center.

Education Code 38.051

Programs Goals

All health-care programs should be designed to meet the following goals:

1. Reducing student absenteeism;
2. Increasing a student's ability to meet the student's academic potential; and
3. Stabilizing the physical well-being of a student.

Education Code 38.063(c)

Consent Required

A school-based health center may provide services to a student only if a district or the provider with whom a district contracts obtains the written consent of the student's parent or guardian or another person having legal control of the student. The student's parent or guardian or another person having legal control of the student may give consent to receive ongoing services or may limit consent to one or more services provided on a single occasion. The consent form must list every service the center delivers in a format that complies with all applicable state and federal laws and allows a person to consent to one or more categories of services.

Education Code 38.053

Permissible Services

The permissible categories of services are:

1. Family and home support;
2. Physical health care, including immunizations;
3. Dental health care;
4. Health education;
5. Preventive health strategies;

6. Treatment for mental health conditions [see FFEB]; and
7. Treatment for substance abuse.

Education Code 38.054

Services Not
Permitted

Reproductive services, counseling, or referrals may not be provided through a school-based health center using grant funds awarded under Education Code Chapter 38, Subchapter B. Any service provided using grant funds must be provided by an appropriate professional who is properly licensed, certified, or otherwise authorized under state law to provide the service. *Education Code 38.055–.056*

The staff of a school-based health center and the person who consents to treatment shall jointly identify any health-related concerns of a student that may be interfering with the student's well-being or ability to succeed in school.

If it is determined that a student is in need of a referral for physical health services or mental health services, the staff of the center shall notify the person whose consent is required under Education Code 38.053 verbally and in writing of the basis for the referral. The referral may not be provided unless the person provides written consent for the type of service to be provided and provides specific written consent for each treatment occasion or for a course of treatment that includes multiple treatment occasions of the same type of service.

Education Code 38.057

Advisory Council

A board may establish and appoint members to a local health education and health-care advisory council to make recommendations on the establishment of school-based health centers and to assist a district in ensuring that local community values are reflected in the operation of each center and in the provision of health education.

A majority of the members must be parents of students enrolled in the district. In addition to the appointees who are parents, a board shall also appoint at least one classroom teacher, one administrator, one school counselor, one licensed health-care professional licensed or certified to practice in this state, one member of the clergy, one person from law enforcement, one member of the business community, one senior citizen, and one student.

Education Code 38.058

A district may seek assistance in establishing and operating a school-based health center from any public agency in the community. *Education Code 38.059*

If a district is located in a county with a population not greater than 50,000 or that has been designated under state or federal law as a health professional shortage area, a medically underserved area, or a medically underserved community, the district and advisory council shall make a good-faith effort to identify and coordinate with existing providers.

The district shall keep a record of efforts made to coordinate with existing providers.

Education Code 38.060

Primary Care
Physician

If a person receiving a medical service from a school-based health center has a primary care physician, the staff of the center shall provide notice of the service to that physician. Before delivering service to a person with a primary care physician under the state Medicaid program, a state children's health plan program, or a private health insurance or health benefit plan, the staff of the center shall notify that physician to share medical information and obtain authorization for delivering the medical service. *Education Code 38.061*

Funding

A district shall comply with the funding requirements and limitations set out in Education Code 38.062–.063 and with rules adopted by the commissioner of state health services. *Education Code 38.062–.063*

Standards for State-
Funded Centers

If a district receives a grant from the Texas Department of State Health Services (TDSHS) to assist with the costs of operating school-based health centers, it must comply with TDSHS standards for funded centers. *25 TAC 37.531, .538*

Note: For information regarding the expansion or change to the health-care services available at a school in the district from those that were available on January 1, 1999, see FFA.

**Policy and Program
to Address Sexual
Abuse, Trafficking,
and Maltreatment**

A district shall provide child abuse antivictimization programs in elementary and secondary schools. *Education Code 38.004*

A district shall adopt and implement a policy addressing sexual abuse, sex trafficking, and other maltreatment of children, to be included in the district improvement plan [see BQ] and any information handbook provided to students and parents. *Education Code 38.0041(a)*

The policy included in any informational handbook provided to students and parents must address the following:

1. Methods for increasing staff, student, and parent awareness of issues regarding sexual abuse, trafficking, and other forms of maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Actions a child who is a victim of sexual abuse, trafficking, or other maltreatment should take to obtain assistance and intervention; and
3. Available counseling options for students affected by sexual abuse, trafficking, or other maltreatment.

19 TAC 61.1051(b)(3)

Definitions

Child Abuse or
Neglect

The definition of child abuse or neglect includes the trafficking of a child in accordance with Education Code 38.004.

Other Maltreatment

This term has the meaning assigned by Human Resources Code 42.002.

Trafficking of a
Child

This term has the meaning assigned by Penal Code 20A.02(a)(5), (6), (7), or (8).

19 TAC 61.1051(a)

Duty to Report

Report by Any
Person

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

Report by Any
Professional

Any professional who has reasonable cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first has reasonable cause to believe that the child has been or may be abused or neglected or is the victim of an offense of indecency with a child.

A professional may not delegate to or rely on another person to make the report.

A “professional” is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, juvenile probation officers, and juvenile detention or correctional officers.

Family Code 261.101(b)

Abuse of Persons
with Disabilities

A person having cause to believe that a person with a disability is in a state of abuse, neglect, or exploitation shall report the information immediately to the Texas Department of Family and Protective Services (DFPS).

A person commits a Class A misdemeanor if the person has cause to believe that a person with a disability has been abused, neglected, or exploited or is in a state of abuse, neglect, or exploitation and knowingly fails to report.

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose.

Human Resources Code 48.051, .052, .054

Adult Victims of
Abuse

A person or professional shall make a report in the manner required above if the person or professional has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person or person with a disability. *Family Code 261.101(b-1)*

**Restrictions on
Reporting**

Psychotropic Drugs
and Psychological
Testing

An employee may not use or threaten to use the refusal of a parent, guardian, or managing or possessory conservator to administer or consent to the administration of a psychotropic drug to a child, or to consent to any other psychiatric or psychological testing or treatment of the child, as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or

2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Education Code 26.0091; Family Code 261.111(a) [See FFEB]

Contents of Report

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child; and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

Family Code 261.102, .104

**Abuse and Neglect
Involving School
Personnel and Those
Responsible for Care**

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is made to a state agency under item 4, below, or the report involves a juvenile justice program or facility [see JJAEPS, below].

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. DFPS, Child Protective Services (CPS) Division;
3. A local office of CPS, where available; or
4. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred.

Family Code 261.103(a); 19 TAC 61.1051(b)(1)–(2)

"Person responsible for a child's care, custody, or welfare" means a person who traditionally is responsible for a child's care, custody, or welfare, including:

1. A parent, guardian, managing or possessory conservator, or foster parent of the child;
2. A member of the child's family or household as defined by Family Code Chapter 71;
3. A person with whom the child's parent cohabits;
4. School personnel or a volunteer at the child's school;

5. Personnel or a volunteer at a public or private child-care facility that provides services for the child or at a public or private residential institution or facility where the child resides; or
6. An employee, volunteer, or other person working under the supervision of a licensed or unlicensed child-care facility, including a family home, residential child-care facility, employer-based day-care facility, or shelter day-care facility, as those terms are defined in ~~Chapter 42~~, Human Resources Code **Chapter 42**.

Family Code 261.001(5)

**Reporting Abuse,
Neglect, or
Exploitation in a
JJAEP**

Any report of alleged abuse, neglect, or exploitation, as those terms are defined in Family Code 261.405, in a juvenile justice program or facility shall be made to the Texas Juvenile Justice Department and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(4)(A), (b)*

**Confidentiality of
Report**

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act) and may be disclosed only for purposes consistent with the Family Code and applicable federal or state law or under rules adopted by an investigating agency. *Family Code 261.201(a)–(a)(1)*

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. *Family Code 261.101(d)*

**Immunity from
Liability**

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 261.106*

A district may not suspend or terminate the employment of, or otherwise discriminate against, or take any other adverse employment action against a professional who makes a good faith report of abuse or neglect. *Family Code 261.110(b)* [See DG]

Criminal Offenses

Failure to Report

A person commits a Class A misdemeanor if he or she is required to make a report under Family Code 261.101(a) [see Duty to Report, above] and knowingly fails to make a report as provided by law.

A person who is a professional commits a Class A misdemeanor if the person is required to make a report under Family Code 261.101(b) [see Duty to Report] and knowingly fails to make a report as provided by law. The professional commits a state jail felony if he or she intended to conceal the abuse or neglect.

Family Code 261.109

False Report

A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. The offense is a state jail felony, except that it is a felony of the third degree if the person has previously been convicted of the offense. *Family Code 261.107(a)*

Coercion

A public servant, including as a school administrator, who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a Class C misdemeanor offense. *Penal Code 39.06*

**SBEC Disciplinary
Action**

The State Board for Educator Certification (SBEC) may take any of the actions listed in 19 Administrative Code 249.15(a) (impositions, including revocation of a certificate and administrative penalties) based on satisfactory evidence that the person has failed to report or has hindered the reporting of child abuse pursuant to Family Code 261.001, or has failed to notify the SBEC, the commissioner of education, or the school superintendent or director under the circumstances and in the manner required by Education Code 21.006, 21.0062, 22.093, and 19 Administrative Code 249.14(d)–(f). *19 TAC 249.15(b)(4)*

Note: The following legal provisions address child abuse and neglect investigations generally. See GRA for additional legal provisions addressing notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school. [See 40 Administrative Code Chapter 707, Subchapter B for more information regarding investigations of abuse or neglect in a school setting.](#)

Investigations

Reports to District

If DFPS initiates an investigation and determines that the abuse or neglect involves an employee of a public elementary or secondary school, and that the child is a student at the school, the department shall orally notify the superintendent of the district in which the employee is employed. *Family Code 261.105(d)*

On request, DFPS shall provide a copy of the completed report of its investigation to the board, the superintendent, and the school principal, unless the principal is alleged to have committed the

	abuse or neglect. The report shall be edited to protect the identity of the person who made the report. <i>Family Code 261.406(b)</i>
Interview of Student	The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. <i>Family Code 261.302(b)</i> [See GRA]
Interference with Investigation	A person may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS. <i>Family Code 261.303(a)</i>
Confidentiality	A photograph, videotape, audiotape, or other audio or visual recording, depiction, or documentation of a child that is made by DFPS in the course of an inspection or investigation is confidential, is not subject to release under the Public Information Act, and may be released only as required by state or federal law or rules adopted by the DFPS. <i>Human Resources Code 42.004</i>
Reporting Policy	<p>A board shall adopt and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261. <i>19 TAC 61.1051(b)</i></p> <p>The policies must require every school employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect to submit a written or oral report to at least one of the authorities listed above [see To Whom Reported, above] within 48 hours or less, as determined by the board, after learning of facts giving rise to the suspicion. <i>19 TAC 61.1051(b)(1)</i></p> <p>The policies must be consistent with the Family Code, Chapter 261, and 40 Administrative Code Chapter 700 (CPS) regarding investigations by DFPS, including regulations governing investigation of abuse by school personnel and volunteers. [See GRA]</p> <p>The policies must require a report to DFPS if the alleged abuse or neglect involves a person responsible for the care, custody, or welfare of the child and must notify school personnel of the following:</p> <ol style="list-style-type: none">1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 Administrative Code Chapter 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;2. Applicable prohibitions against interference with an investigation of a report of child abuse or neglect, including:<ol style="list-style-type: none">a. Family Code 261.302 and 261.303, prohibiting school officials from denying an investigator's request to interview a student at school; and

- b. Family Code 261.302, prohibiting school officials from requiring the presence of a parent or school administrator during an interview by an investigator.
3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;
4. Confidentiality provisions relating to a report of suspected child abuse or neglect;
5. Any disciplinary action that may result from noncompliance with a district's reporting policy; and
6. The prohibition under Education Code 26.0091 [see Psychotropic Drugs and Psychological Testing, above].

19 TAC 61.1051(b)(2)

The policies may not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above.

The policies must:

1. Include the current toll-free number for DFPS;
2. Provide for cooperation with law enforcement child abuse investigations without the consent of the child's parent, if necessary, including investigations by DFPS; and
3. Include child abuse anti-victimization programs in elementary and secondary schools consisting of age-appropriate, research-based prevention designed to promote self-protection and prevent sexual abuse and trafficking.

19 TAC 61.1051(b)(5)–(b)(8)

Annual Distribution
and Staff
Development

The policies required by these provisions and adopted by the board shall be distributed to all personnel at the beginning of each school year. The policies shall be addressed in staff development programs at regular intervals determined by a board. *19 TAC 61.1051(c)* [See also DH and GRA]

[For training requirements under these provisions, see DMA.]

Required Poster

Using a format and language that is clear, simple, and understandable to students, each public school shall post, in English and in Spanish:

1. The current toll-free DFPS Abuse Hotline telephone number;
2. Instructions to call 911 for emergencies; and

3. Directions for accessing the DFPS [Texas Abuse Hotline website](https://www.txabusehotline.org/)¹ for more information on reporting abuse, neglect, and exploitation.

A district shall post the information specified above at each school campus in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students. The information must be on a poster (11x17 inches or larger) in large print and placed at eye-level to the student for easy viewing. Additionally, the current toll-free Texas Department of Family and Protective Services Abuse Hotline telephone number should be in bold print.

Education Code 38.0042; 19 TAC 61.1051(e)–(f)

¹ Texas Abuse Hotline website: <https://www.txabusehotline.org/>

**Students with
Disabilities Under
Section 504**

A district shall conduct an evaluation in accordance with 34 C.F.R. 104.35(b) before taking any action with respect to any significant change in placement of a student with a disability who needs or is believed to need special education and related services. *34 C.F.R. 104.35(a)*

A district may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who is currently engaging in the illegal use of drugs or in the use of alcohol to the same extent that the district would take disciplinary action against nondisabled students. The due process procedures afforded under Section 504 do not apply to such disciplinary action. *29 U.S.C. 705(20)(C)(iv)*

Note: The provisions below apply only to students eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA).

**Students Receiving
Special Education
Services**

All disciplinary actions regarding students with disabilities must be determined in accordance with 34 C.F.R. 300.101(a) and 300.530–300.536; Education Code Chapter 37, Subchapter A; and 19 Administrative Code 89.1053 (Procedures for Use of Restraint and Time-Out). *19 TAC 89.1050(k)*

**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 Ten
Days or Less**

School personnel may remove a student with a disability who violates a student code of conduct from his or her current placement

	to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten consecutive school days, to the extent those alternatives are applied to children without disabilities. <i>20 U.S.C. 1415(k)(1)(B); 34 C.F.R. 300.530(b)(1)</i>
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. <i>34 C.F.R. 300.530(d)</i>
Subsequent Removals of Ten Days or Less	School personnel may remove the student for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement (see below). <i>34 C.F.R. 300.530(b)(1)</i>
Services During Removal	After a student has been removed from his or her current placement for ten school days in the same school year, during any subsequent removal of ten consecutive school days or less, school personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's individualized education program (IEP). <i>20 U.S.C. 1415(k)(1)(D); 34 C.F.R. 300.530(d)(4)</i>
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]. <i>20 U.S.C. 1415(k)(1)(H)</i>
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]. <i>Education Code 37.004(b)</i>
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: <ol style="list-style-type: none"> 1. Not later than the tenth school day after the change in placement:

- a. Seek consent from the student's parent or person standing in parental relation to the student to conduct a functional behavioral assessment of the student, if a functional behavioral assessment has never been conducted on the student or the student's most recent functional behavioral assessment is more than one year old; and
 - b. Review any previously conducted functional behavioral assessment of the student and any behavior improvement plan or behavioral intervention plan developed for the student based on that assessment; and
2. As necessary, develop a behavior improvement plan or behavioral intervention plan for the student if the student does not have a plan or, if the student has a behavior improvement plan or behavioral intervention plan, revise the student's plan.

Education Code 37.004(b-1); 19 TAC 89.1050(k)

Change in
Placement

For purposes of disciplinary removal of a student with a disability, a change in placement occurs if a student is:

1. Removed from the student's current educational placement for more than ten consecutive school days; or
2. Subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten school days in a school year;
 - b. The student's behavior is substantially similar to the student's behavior in the previous incidents that resulted in the series of removals; and
 - c. Additional factors exist, such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

The district determines, on a case-by-case basis, whether a pattern of removals constitutes a change in placement. The district's determination is subject to review through due process and judicial proceedings.

34 C.F.R. 300.536

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student who violates a code of student conduct. 20 U.S.C. 1415(k)(1)(A)

Manifestation Determination	<p>Within ten school days of any decision to change the placement of a student because of a violation of a code of student conduct, a district, parents, and relevant members of the ARD committee (as determined by the parent and the district) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:</p> <ol style="list-style-type: none">1. Caused by, or had a direct and substantial relationship to, the student's disability; or2. The direct result of the district's failure to implement the IEP. <p>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.</p> <p>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.</p> <p><i>20 U.S.C. 1415(k)(1)(E); 34 C.F.R. 300.530(e)</i></p>
Not a Manifestation	<p>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. <i>20 U.S.C. 1415(k)(1)(C), (k)(2); 34 C.F.R. 300.530(c)</i></p>
Expulsion	<p>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. <i>19 TAC 89.1052</i></p>

*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 occurs first, unless the parent and district agree otherwise. <i>20 U.S.C. 1415(k)(4); 34 C.F.R. 300.533</i>
Reporting Crimes	Federal law does not prohibit a district from reporting a crime committed by a student with a disability to appropriate authorities. If a district reports a crime, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom the district reported the crime. A district may transmit records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). <i>20 U.S.C. 1415(k)(6); 34 C.F.R. 300.535 [See FL]</i>
Students Not Yet Identified	A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if a district had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred. <i>20 U.S.C. 1415(k)(5)(A); 34 C.F.R. 300.534(a)</i>
District Knowledge	<p>A district shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:</p> <ol style="list-style-type: none">1. The parent of the student expressed concern in writing to supervisory or administrative personnel of the district, or to the teacher of the student, that the student was in need of special education and related services;2. The parent requested an evaluation of the student for special education and related services; or3. The student's teacher, or other district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the district. <p><i>20 U.S.C. 1415(k)(5)(B); 34 C.F.R. 300.534(b)</i></p>
Exception	<p>A district shall not be deemed to have knowledge that the student had a disability if:</p> <ol style="list-style-type: none">1. The parent has not allowed an evaluation of the student;2. The parent has refused services; or

3. The student has been evaluated and it was determined that the student did not have a disability.

20 U.S.C. 1415(k)(5)(C); 34 C.F.R. 300.534(c)

If a district does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

20 U.S.C. 1415(k)(5)(D); 34 C.F.R. 300.534(d)

**Behavior
Management
Techniques**

It is the policy of the state to treat all students with dignity and respect, including students with disabilities who receive special education services. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities. *Education Code 37.0021(a); 19 TAC 89.1053(j)*

[For restrictions on aversive techniques, see FO.]

**Rules on Restraint
and Seclusion**

The commissioner by rule shall adopt procedures for the use of restraint and time-out by a district employee or volunteer or an independent contractor of a district in the case of a student with a disability receiving special education services. The procedures must be consistent with Education Code 37.0021(d). *Education Code 37.0021(d)*

**School Peace
Officers**

This ~~section~~ **provision** and any rules or procedures adopted under this ~~section~~ **provision** apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a ~~school~~-district; or
2. Provides, as a school resource officer, a regular police presence on a ~~school~~ district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h); 19 TAC 89.1053(l)

Exceptions	<p>Education Code 37.0021 (use of confinement, seclusion, restraint, and time-out) does not apply to:</p> <ol style="list-style-type: none"> 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.
<i>Law Enforcement Duties</i>	<p>“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.</p> <p><i>Education Code 37.0021(b)(4), (g); 19 TAC 89.1053(l), (m)</i></p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>For these purposes, “weapon” includes any weapon described under Education Code 37.007(a)(1). [See FNCG]</p> <p><i>Education Code 37.0021(f)</i></p>
Confinement	<p>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. <i>Education Code 37.0021(a)</i></p>
Seclusion	<p>A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. <i>Education Code 37.0021(c)</i></p> <p>“Seclusion” means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:</p> <ol style="list-style-type: none"> 1. Is designed solely to seclude a person; and 2. Contains less than 50 square feet of space. <p><i>Education Code 37.0021(b)(2)</i></p>

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)

~~“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.~~

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)-(2)~~

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 **BIP 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)

~~"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~~

~~2.1. From which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.~~

~~19 TAC 89.1053(b)(3)~~

Training

Training for school employees, volunteers, or independent contractors regarding the use of time-out shall be provided according to the requirements set forth at 19 Administrative Code 89.1053(h).

Documentation

Necessary documentation or data collection regarding the use of time-out, if any, must be addressed in the IEP **or BIP 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)

Review and Consider Amending Board Policy EFB Local *Instructional Resources – Library Materials*

Recommendation:

That the Conroe Independent School District Board of Trustees review Board Policy EFB Local *Instructional Resources – Library Materials* and consider if the policy should be amended.

Explanation:

At its January 17, 2023, meeting, the Board of Trustees requested that Board Policy EFB Local *Instructional Resources – Library Materials* be included on the Board's agenda to determine if the policy should be amended to clarify whether the policy allows a sitting trustee to be a member of a book reconsideration committee and how the District should manage parent requests related to access to library materials.

Policy Reference: Local Board Policies BAA, BBE, BF and EFB.

Access to Library Materials

The District recognizes the importance of reading in the lives of its students. Through Board Policy EFB *Instructional Resources - Library Materials*, (<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=909&code=EFB>) the District sets out the important role school libraries play in students becoming lifelong readers and learners. This policy explains the selection criteria professional librarians at each campus use to select works that are of interest to students and meet the selection criteria set out in Board Policy EFB. The policy also recognizes that parental involvement is a vital part of every child's education.

Currently book publishers and public libraries categorize books as "Elementary" "Young Adult," or "Adult." Secondary school libraries may contain works in all three categories. In the last several years, book publishers began tagging books as having "mature content." There is not consensus about the type of content that causes a book to be tagged as having "mature content." Typically, "Young Adult" and "Adult" works carrying the "mature content" tag may contain more explicit descriptions of mature themes, such as drug/alcohol use, sexuality and identity, trauma, death, illness, war, and violence.

To give all parents the opportunity to determine if their child can self-select books from the school library with the "mature content" tag, all parents of junior high and high school students must choose one of the following options:

___My child can check out all books in the library, including those tagged as having "mature content."

___My child cannot check out books in the library tagged as having "mature content."

Parent Name (Printed)

Parent Signature

Child Name and ID#

Date

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Note: For information related to the selection of instructional materials, see EF(LEGAL) and EFA.

Objectives

The District shall provide a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. The Superintendent shall ensure that librarians and other designated professional staff select library materials in accordance with District policy and administrative procedures.

In this policy, "library materials" may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained in a campus library. In accordance with state and local guidelines, library collections should enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading.

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide physical and virtual access to ideas, information, and learning tools for the entire school community.

**Parental
Involvement**

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

**Protection from
Inappropriate
Material**

Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2) or "obscene" material as defined by Penal Code 43.21(a)(1).

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Selection

Library materials shall be chosen in accordance with guidelines adopted by the Texas State Library and Archives Commission. In the selection of library materials, librarians and other professional staff must consider whether the materials:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.

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2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Develop a balanced collection presenting multiple viewpoints related to controversial issues to foster critical thinking skills and encourage discussion based on rational analysis [see EMB regarding instruction about controversial issues].
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
6. Demonstrate literary merit, quality, value, and significance.
7. Have received favorable professional library reviews from state- and nationally recognized review publications.
8. Have received state or national awards or are included on recommended reading lists developed by library professionals and educators.
9. Cover topics, authors, series, or genres that fill gaps in the school library collection.
10. Include accurate and authentic factual content from authoritative sources.
11. Have a high degree of potential user appeal and interest.
12. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
13. Are requested or recommended by students and teachers.
14. Mirror selections found in neighboring districts or libraries in the region.
15. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Parent Consideration In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent. Parents are encouraged to communicate with the campus librarian and their child's teacher

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**Challenged
Resources**

about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative procedures, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EF(LE-GAL).]

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge a library material maintained in the District's library program on the basis that the library material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, even if the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's ability to exercise control over instruction, including library materials, extends only to his or her own child as set forth in [Texas](#) Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except when the complainant's request for reconsideration could reasonably result in a finding that the work fails to comply with the provision of this policy at Protection from Inappropriate Material, above. In this case, during the reconsideration process, the challenged material shall be restricted and available only to students with written parent permission. In all other cases, the District shall deny access to a child only if requested by the child's parent.

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material. If appropriate, the librarian or administrator may reevaluate the library material to determine if it meets the current selection criteria and offer a concerned

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	parent an alternative library material to be used by that parent's child in place of the library material in question.
	If the complainant wishes to make a formal challenge, the administrator shall provide the <u>complainant with</u> a copy of this policy and a form to request a formal reconsideration of the library material.
Formal Reconsideration	<p>A complainant shall make any formal challenge to a library material on the form provided by the District and shall submit the completed and signed form to the District library specialist. Upon receipt of the form, the District library specialist shall appoint a reconsideration committee.</p> <p>The reconsideration committee shall include a librarian and at least one instructional staff member who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals, <u>including community members who are not the parents of currently enrolled students</u>.</p> <p><u>A sitting Trustee may not serve as a member of a reconsideration committee.</u></p> <p><u>OR</u></p> <p><u>The Board of Trustees may appoint a Trustee to serve as a member of a reconsideration committee.</u></p> <p><u>The District shall solicit volunteers to serve on reconsideration committees in accordance with District procedures.</u></p> <p><u>All committee members must affirm that they can serve impartially and agree to</u> review the challenged library material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged library material conforms to the principles of selection set out in this policy and whether the challenged library material will continue to be included in the library collection. The committee shall prepare a written report of its findings, <u>which will be posted on the District's Library Services webpage.</u> The <u>Board of Trustees</u>, Superintendent, other appropriate administrators, and the complainant shall receive <u>a copy</u> of the report.</p>
Appeal	The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at <u>Level 2</u> . [See DGBA, FNG, and GF]
Gifts and Donations	The District shall accept gifts and donations to a campus library with the understanding that the use and disposition of the materials

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and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Maintenance of
Library Materials**

In accordance with state and local guidelines, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

DATE ISSUED: 8/17/2022
LDU 2022.01
EFB(LOCAL)-X

ADOPTED:

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Consider Purchase of a School Site in the Southeastern Area of the Conroe High School Feeder Zone

Recommendation:

That the Conroe Independent School District Board of Trustees approve the purchase of a school site in the southeastern area of the Conroe High School feeder zone and authorize the Superintendent to negotiate and execute the documents necessary to effectuate the transaction as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The District located a school site in the southeastern area of the Conroe High School feeder zone. The site is needed for a school to accommodate enrollment growth in that area. The District's outside counsel has drafted a contract for purchase. The District does not anticipate any significant revisions to the draft contract and requests the Board delegate to the Superintendent the authority to finalize negotiations and execute the contract documents under the terms previously discussed. Upon execution of the contract by both parties, the due diligence phase will begin.

Policy Reference: BAA (Legal)

Recommended by:

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel

Take Requests from Trustees Regarding Future Board Agenda Items

Recommendation:

That the Conroe Independent School District Board of Trustees take requests from Trustees for agenda items for future Board meetings as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null Superintendent of Schools.

Explanation:

Board Policy BE Local requires the Board President and Superintendent to prepare the agenda for all Board meetings. The policy states that any Board member may request an agenda item. The policy further requires that the Superintendent include on the preliminary agenda of the meeting all agenda items that have been timely submitted by a Board member.

When requesting an item to be placed on the agenda the requesting trustee must provide the Superintendent with the name of the person to be placed on the agenda, the subject, or issues to be presented, and the approximate length of time needed for the agenda item. Local Board Policy BE requires that before the official agenda is finalized for any meeting, the Superintendent must consult the Board President to ensure that the agenda and the agenda items included meet with the Board President's approval. The policy further requires the Board President in his or her review of the preliminary agenda, ensure that any agenda items the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. This could be at a future meeting of the Board or at a Board workshop. Policy BE Local does not give the Board President the authority to remove from an agenda item requested by a Board member without that Board member's specific authorization.

To allow the District's administration to prepare for future Board meetings, the President will take requests for agenda items from Board members and work with administration and the requesting Board member to schedule the item for a future Board meeting or Board workshop. Board members will continue to be able to submit agenda item requests directly to the Board President or Superintendent in accordance with Board Policy BE Local.

Policy Reference: BE Local

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Carrie Galatas
General Counsel

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the third Tuesday of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

**Special or
Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or three members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the fifth calendar day before regular meetings and the fifth calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

In order for items to be placed on the agenda, the Superintendent must have the following information:

1. Name of the person to be placed on the agenda.
2. Subject or issues to be presented.
3. Approximate length of time needed.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

BOARD MEETINGS

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Notice to Members	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.
Closed Meeting	<p>Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.</p> <p>The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]</p>
Order of Business	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.
Rules of Order	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]
Consent Agenda	When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.
Minutes	<p>Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.</p> <p>The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.</p>
Discussions and Limitation	Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the

BOARD MEETINGS

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business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.