Agenda of Regular Meeting

The Board of Trustees
Allen Independent School District

A Regular Meeting of the Board of Trustees of the Allen Independent School District will be held on Monday, July 27, 2026, beginning at 6:30 PM in the Professional Learning & Auxiliary Services Building, 610 E. Bethany Drive, Allen, TX 75002.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **PRELIMINARY BUSINESS**
   - A. Call to Order
   - B. Announcement by President that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner as required by law. State Moral Imperative.
   - C. Pledge of Allegiance 3
   - D. Gifts, Donations and Bequests 4
   - E. Public Participation 6
     1. Public Testimony
     2. Public Comment
2. **CLOSED SESSION**
   - A. Security Devices or Security Audits (Sec. 551.076)
     1. 2023-2026 Safety and Security Audit Summary Report
   - B. Reconvene from Closed Session for Action Relative to Items Considered During Closed Session
3. **CONSENT**
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     2. Resolution Identifying School Year 2026-2027 Hazardous Route Conditions 15
     3. MOU/Region 10 ESC Student Placement & Sierra Schools 21
     4. Plano Regional Day School for the Deaf 37
     5. 2026-2027 Local School Library Advisory Council 38
     6. Foundation For Allen Schools - AISD Memorandum of Understanding 41
     7. Expansion of Credit by Exams 50
     8. School Health Advisory Council 57
     9. Designation of Investment Officers 60
     10. House Bill 121 Annual Good Cause Exception Resolution 62

11. Resolution for Transportation Staffing Incentives 65
12. Resolution Authorizing Submission of District Audit Report 68

4. **ACTION**
   - A. Student Code of Conduct 2026-2027 71
   - B. TASB Local Policy Update 127 115
   - C. Board Policy EFB (LOCAL) 153
   - D. Stadium Sponsorship - ForgeNow 165
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     1. Year to Date Revenue and Expenditures by Fund 228
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6. **OTHER BOARD BUSINESS**
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   - B. Advocacy Committee Update 238
   - C. Superintendent's Update 239
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7. **CLOSED SESSION PER TEXAS GOVERNMENT CODE**
   - A. Private Consultation with the Board's Attorney (Sec. 551.071) 241
   - B. Property Matters (Sec. 551.072) 242
   - C. Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee 243
     1. Consultation and deliberation regarding Superintendent search
   - D. Security Devices or Security Audits (Sec. 551.076) 244
   - E. School Children; School District Employees; Disciplinary Matter or Complaint (Sec. 551.082) 245
   - F. School Board: Personally Identifiable Information about Public School Student (Sec. 551.0821) 246
8. **OPEN SESSION**
   - A. Reconvene from Closed Session for Action Relative to Items Considered During Closed Session
     1. Discussion, consideration, and possible action regarding Superintendent search
     2. Adjournment

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Pledge of Allegiance

ADMINISTRATOR RESPONSIBLE: David Hicks, Assistant Superintendent for Communications and Community Engagement

SOAR 2030 STRATEGIC VISION: Goal 1 – Culture of Excellence.

LEGAL REVIEW: N/A

Authority for this Action: N/A

Summary / Background Information:

Pledge of Allegiance

The Pledge of Allegiance will be led by the Board of Trustees.

Administrative Recommendation: None

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Gifts, Donations, and Bequests

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Action: Board Policy CDC (Local), Gifts from the Public

The Board may accept any bequest or gift of money or property on behalf of the District. The gift shall become the sole property of the District for its use and disposition. All gifts shall be given to the District. At the discretion of the Superintendent or designee, the gift may be used in a particular school.

CRITERIA FOR ACCEPTANCE

The Superintendent or designee shall examine and evaluate offers of gifts to the District and may recommend acceptance to the Board when the gifts:

1. Have a purpose consistent with District purposes.
2. Place no restrictions on the school program.
3. Do not conflict with policies or actions of the Board or public law.
4. Do not require extensive District maintenance.

Summary / Background Information:

Donations listed may include monetary donations, grants, and gifts.

- Allen ISD received:
  - $648.67 from RBFCU to be used as reimbursement for the end of year counselors' breakfast
  - $4,008 from The Foundation of Allen Schools to be used towards the 2026 Top Ten Luncheon
  - $70,000 from the Foundation of Allen Schools to be used towards the support of the Mentor Teacher Program
- The Athletics Department received $5,000 from Performance Course to be used towards the athletic summer camps.
- Community Services received gift cards from Costco valued at $500 to be used to support the Superintendent's Snack Cart and convocation.

- The Foundation for Allen Schools received 30 Universal Kids tickets valued at $1,499.70 for district employees.

- Lowery Freshman Center received $479 from the AHS LFC PTA to be used towards Lowery classroom support.

- The STEAM Center received $20,000 from Nordson as part of second installment for Learning on the Move Grant.

Administrative Recommendation:

The administration recommends acceptance of these donations.

Proposed Motion:

“Move to accept the donations as presented by staff.”

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Board Meeting Public Participation BED(LEGAL) and BED(LOCAL)

ADMINISTRATOR RESPONSIBLE: Board President

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Item: BED (LEGAL) and BED (LOCAL)

BED (LEGAL)
Board meetings are held to transact the business of the District. So that citizens have the opportunity to be informed concerning those transactions, meetings are open to the public, except when closed meetings are conducted as permitted by the Open Meetings Act. The Board may create a limited public forum for the purpose of hearing comments from the public so long as: 1) the Board does not discriminate against speech on the basis of viewpoint; 2) any restrictions are reasonable in light of the purpose served by the forum; and 3) the Board provides alternative paths for expressing categories of protected speech that are excluded from the forum. *Fairchild v. Liberty Indep. Sch. Dist., 597 F.3d 747 (5th Cir. 2010)*

A board may adopt reasonable rules regarding the public's right to address the board under these provisions, including rules that limit the total amount of time that a member of the public may address the board on a given item.

BED (LOCAL)
Audience participation at a Board meeting is limited to the portion of the meeting designated to receive Public Comment and Public Testimony in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Testimony

Public Testimony means a person who wishes to comment regarding an item on the agenda posted with notice of any open meeting of the Board. At monthly regular Board meetings and at all other Board meetings open to the public, including Board workshops and/or work sessions, public participation shall be limited to items on the agenda posted with notice of such meeting, in the form of public testimony. Individuals shall be allowed to address the Board regarding an item on the agenda posted with notice of any open meeting of the Board before the Board's consideration of the agenda item, provided that such individuals follow the procedures and requirements stipulated in this policy.

Public Comment

Public Comment means a person who wishes to comment on matters related to the District's business other than Public Testimony. Public Comment shall be limited to the monthly Regular Board meetings and shall not be allowed at any other Board meeting open to the public.

Procedures and Requirements

Individuals who wish to participate during the portion of the meeting designated for public comment and public testimony shall timely register with the Superintendent or designee and shall abide by the registration and time limits stated in policy. Registration shall be done prior to the Board meeting following one of the approved methods stated in Board Policy BED (LOCAL).

The Board shall follow the procedures for timing of speakers, meeting management, complaints, and disruption as outlined in Board Policy BED (LOCAL).

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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Consent Agenda

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Action: Local District practice of grouping routine matters which do not require individual discussion.

Consent Agenda

- Minutes
  - June 15, 2026 Regular Meeting
- Resolution Identifying School Year 2026-2027 Haardous Route Conditions
- MOU/Region 10 ESC Student Placement & Sierra Schools
- Plano regional Day School for the Deaf
- 2026-2027 Local School Library Advisory Council
- Revised Foundation for Allen Schools – AISD Memorandum of Understanding
- Expansion of Credit by Exams
- School Health Advisory Council
- Designation of Investment Officers
- House Bill 121 Annual Good Cause Exception Resolution
- Resolution for Transportation Staffing Incentives
- Resolution Authorizing Submission of District Audit Report

Proposed Motion: “Move to approve the consent agenda as presented by staff.”

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Minutes

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Action: Board Policy BE (Legal) and BE (Local)

BE (Legal)
The Board shall prepare and keep minutes or make a tape recording of each open meeting. The minutes shall state the subject matter of each deliberation and indicate each vote, order, decision, or other action taken. The minutes and tapes are public records and shall be available for public inspection and copying on request to the Superintendent or designee. *Government Code 551.021, 551.022*

BE (Local)
Board action shall be carefully recorded by the 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 President and the Secretary of the Board.

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.

Summary/Background Information:

The following Minutes are submitted:

- June 15, 2026 Regular Meeting

Administrative Recommendation:

The administration recommends approval of these Minutes.

Proposed Motion:

“Move to approve the Minutes as presented by staff.”

ALLEN INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

DATE:	June 15, 2026	**NATURE OF BUSINESS:**	Regular
TIME:	6:30 P.M.		
MEMBERS PRESENT:	Dr. Polly Montgomery, Dr. Bill Parker, John Holley, Veronica Yost, Sarah Mitchell, Amanda Campbell and Rebecca Kinnear		
MEMBERS ABSENT:	None		
MEETING PLACE:	Professional Learning Facility 610 E. Bethany Dr., Allen 75002	President _____ Secretary _____	

NATURE OF BUSINESS

Call to Order. Announcement by President that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner as required by law. Amanda Campbell recited the Moral Imperative.

The Pledge of Allegiance was led by the Board of Trustees.

Donations were acknowledged. Motion by Veronica Yost. Seconded by John Holley. Motion carried 7 to 0 to accept the donations as presented by staff. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

There were no speakers for Public Testimony.

Desiree Finkelstein Phillips spoke during Public Comment regarding her student.

Dr. Kyle Penn, Assistant Superintendent of Business and Technology, presented the 2025-2026 Budget and Proposed Tax Rate. The required Notice of Public Meeting was published in the Allen American Newspaper on June 5, 2026.

Board President, Dr. Montgomery, opened the floor for public comment at 6:54 P.M. As there were no comments, the public hearing was closed at 6:54 P.M.

Jennifer Wilhelm, Assistant Superintendent of Learner Services, presented results from the end of year interim assessments administered during the 2025-2026 school year.

The Consent Agenda was presented:

DRAFT

- Minutes
  - May 14, 2026 Special Meeting
  - May 26, 2026 Regular Meeting
- 2025-2026 Final Budget Amendment
- NWEA Map Growth Contract Renewal
- Foundation for Allen Schools – AISD Memorandum of Understanding
- ESS South Central, LLC Addendum to Extend Agreement 2026-2027
- Plano Regional Day School for the Deaf
- Chiller Service Agreement Renewal
- Student Nutrition Food and Commodity Purchases
- Construction Manager Risk Services for Ford Middle School Stadium Renovation
- Construction Manager Risk Services for Green Elementary School Renovation

Motion by John Holley. Seconded by Amanda Campbell. Motion carried 7 to 0 to approve the consent agenda as presented by staff. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Dr. Penn presented the Adoption of the 2026-2027 Budget for approval. The three funds below were recommended to the Board for approval:

FUND	**APPROPRIATIONS**
General Fund	$226,195,440
Student Nutrition Fund	$8,586,759
Debt Service Fund	$94,618,707

Motion by Becca Kinnear. Seconded by John Holley. Motion carried 7 to 0 to approve the 2026-2027 budget for the General Fund in the total amount of $226,195,440; the Student Nutrition Fund in the total amount of $8,586,759; and the Debt Service Fund in the total amount of $94,618,707; and by function code as presented by the administration. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Dr. Penn also asked the Board to consider an order authorizing the issuance of unlimited tax refunding bonds; appointing a pricing officer and delegating to the pricing officer the authority to approve the sale of the bonds; establishing certain parameters for the approval of such matters; levying an annual ad valorem tax for the payment of the bonds; and enacting other provisions relating to the subject

Motion by Amanda Campbell. Seconded by John Holley. Motion carried 7 to 0 to approve the order authorizing the refunding bonds. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Clint Cypert, Executive Director of Operations for Support Services, discussed Board Policy FFAC (LOCAL).

DRAFT

Motion by Amanda Campbell. Seconded by Becca Kinnear. Motion carried 7 to 0 to approve the SHAC recommendation to AISD Policy FFAC (LOCAL) to include stock epinephrine, stock respiratory distress medication, and stock nonprescription medication for overnight trips. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Jessica Warlick, Director of Student Services, presented information regarding the Optional Flexible School Day Program which allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of Texas Education Code §29.0822(a).

Motion by Veronica Yost. Seconded by Sarah Mitchell. Motion carried 7 to 0 to approve the application to TEA for the Optional Flexible School Day Program. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

The Board President, Dr. Montgomery, opened a discussion regarding the appointment of a delegate and an alternate delegate for the 2026 TASB Delegate Assembly.

Motion by John Holley. Seconded by Amanda Campbell. Motion carried 7 to 0 to appoint Veronica Yost as the official voting delegate and Becca Kinnear as the alternate for the 2026 TASB Delegate Assembly. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Dr. Montgomery then opened a discussion regarding the Nomination of a Board Trustee to serve as a TASB Board of Director. Dr. Bill Parker expressed his interest in serving. There was no support by the Board to nominate him for the Region 10, Position D seat on the TASB Board. No motion was made; therefore, no vote was taken.

Dr. Montgomery reviewed the slate of officers nominated and committee appointments made at the Board Meeting on May 26, 2026.

Motion by Becca Kinnear. Seconded by Veronica Yost. Motion carried 7 to 0 to approve the slate of officers nominated at the Board meeting on May 26, 2026: Dr. Polly Montgomery as President, Dr. Bill Parker as Vice President, and John Holley as Secretary.

Monthly financial reports were acknowledged.

Dr. Bill Parker shared a brief update regarding the Advocacy Committee and mentioned he attended the Legislative Advisory Council meeting in San Antonio last week.

Kim McLaughlin, Acting Superintendent, provided an update regarding the district and the activities that are happening during the summer.

Upcoming calendar events were reviewed.

DRAFT

Board President, Dr. Montgomery, announced at 8:16 P.M. that the board would enter into closed session under:

7. **Other Board Business**
   D. Closed Session Per Texas Government Code
      1. Pursuant to Texas Government Code Section 551.071, private consultation with the Board's attorney when the Board seeks the advice of its attorney in person, or by phone.

         Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
         a. Consultation and deliberation regarding clarifying amendment to Voluntary Retirement Agreement – Superintendent Emeritus

The board ended closed session at 8:45 P.M. and reconvened the meeting at 8:47 P.M.

The following action was taken:

Motion by Amanda Campbell. Seconded by Veronica Yost. Motion carried 7 to 0 to approve the Voluntary Retirement Agreement as presented. All those in favor: Montgomery, Parker, Holley, Yost, Mitchell, Campbell and Kinnear. All those opposed: None.

Having no further business before the board, a motion was made by John Holley and seconded by Amanda Campbell to adjourn the meeting at 8:48 P.M.

DRAFT

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Resolution Identifying School Year 2026-2027 Hazardous Route Conditions
ADMINISTRATOR RESPONSIBLE:	Brent Benningfield, Assistant Superintendent of Operations Clint Cypert, Executive Director of Operations for Support Services Karol Day, Director of Transportation
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	N/A

Authority for this Action: CNA (LOCAL) and CNA (LEGAL), Transportation Management: Student Transportation

The Board shall annually adopt a resolution to identify hazardous conditions within two miles of a school campus. The resolution shall describe the specific hazardous areas in which students reside who would otherwise be ineligible for transportation, but for whom the District shall provide transportation because of the hazardous conditions in those areas.

The District shall publish the locations of the routes with hazardous conditions.

Summary / Background Information:

The District's Transportation Department annually identifies hazardous conditions in Allen ISD, whereas students that would normally not be eligible for transportation services within a two-mile radius of the campus would be subject to hazardous conditions if they walked to school. The designation of a hazardous condition allows the student to receive transportation to/from school.

The minimum requirement for an area to be considered hazardous is where no walkway is provided AND students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition.

On an annual basis, the District will provide the Texas Education Agency (TEA) with an approved AISD Board of Trustees Resolution identifying hazardous route conditions within the District and will request supplemental state funding for transporting these students.

Administrative Recommendation:

Recommend consideration of the following motion:

Proposed Motion:

“Move to approve the resolution identifying hazardous route conditions in Allen ISD for school year 2026-2027.”

RESOLUTION OF THE BOARD OF TRUSTEES OF
THE ALLEN INDEPENDENT SCHOOL DISTRICT
IDENTIFYING SCHOOL YEAR 2026-2027
HAZARDOUS ROUTE CONDITIONS

THE STATE OF TEXAS COUNTY OF COLLIN

WHEREAS, Education Code 48.151(d) allows the Board of Trustees of Allen Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school; and

WHEREAS, the Texas Education Agency (TEA) School Transportation Allotment Handbook, and Allen ISD School Board policy CNA (LOCAL) and CNA (LEGAL) requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested; and

WHEREAS, the Board acknowledges the Education Code 48.151(d) provisions stating that a hazardous condition exists where no walkway is provided AND students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition; and

WHEREAS, the Board acknowledges that hazardous conditions will differ for Elementary, Middle and High School students;

NOW THEREFORE BE IT RESOLVED the Board of Trustees of Allen Independent School District has determined that hazardous condition exists based on the district's Hazardous Transportation Review and finds the following to be eligible: Greenville Avenue (six lanes - 45 mph), McDermott Drive (six lanes - 45 mph), Bethany Drive (six lanes - 45 mph; 40 mph), Allen Heights (four lanes - 40 mph), Exchange Parkway (six lanes - 45 mph), FM 2551/S Angel Parkway (two lanes - 55 mph - no sidewalks), Stacy Road (six lanes - 45 mph), Ridgeview Drive (four lanes - 45 mph), Watters Road (four lanes - 45 mph), SH 121, US 75

DULY PASSED on this 27 day of July 2026.

FOR _____

AGAINST _____

_____ _____
President, Board of Trustees Date
Allen Independent School District

_____ _____
Secretary, Board of Trustees Date
Allen Independent School District

EXHIBIT A

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ALLEN INDEPENDENT SCHOOL DISTRICT
IDENTIFYING SCHOOL YEAR 2026-2027
HAZARDOUS ROUTE CONDITIONS

School	Neighborhood	Exceptions
Curtis Middle School	Knox Allen Station Apartments	Crossing Greenville Avenue: 6 lanes; 45 mph
	301 Greenville Apartments	Crossing Greenville Avenue: 6 lanes; 45 mph
	Spring Meadow	Crossing Greenville Avenue: 6 lanes; 45 mph
Ereckson Middle School	The Preserve at Twin Creeks	Crossing McDermott Drive: 6 lanes; 45 mph
	The Estates of Twin Creeks	Crossing McDermott Drive: 6 lanes; 45 mph
	Settlers Gate Apartments	Crossing McDermott Drive: 6 lanes; 45 mph
	Beacon Hill	Crossing McDermott Drive: 6 lanes; 45 mph
	Twin Creeks	Crossing McDermott Drive: 6 lanes; 45 mph
	Raintree Estates	Crossing McDermott Drive: 6 lanes; 45 mph
	Benton Pointe Apartments	Crossing McDermott Drive: 6 lanes; 45 mph
	The Villas at Twin Creeks	Crossing McDermott Drive: 6 lanes; 45 mph
	South Glendover Park	Crossing McDermott Drive: 6 lanes; 45 mph
Ford Middle School	Brookside	Crossing Bethany Drive: 6 lanes; 40 mph
	Greengate	Crossing Allen Heights: 4 lanes; 40 mph
	Shadow Lakes	Crossing Allen Heights: 4 lanes; 40 mph
	Bethany Creek Estates	Crossing Allen Heights: 4 lanes, 40 mph
	Bethany Ridge Estates	Crossing Allen Heights: 4 lanes; 40 mph & Crossing Bethany Drive: 6 lanes; 40 mph
	Parkside, No. 2, No. 3	Crossing Allen Heights: 4 lanes, 40 mph
Bolin Elementary	Brookside	No Safe Walking Path
	Heritage Park N	No Safe Walking Path
	Parkside	No Safe Walking Path
	Woods Of Heritage Park	No Safe Walking Path
	Woods Of Allen Heights	No Safe Walking Path
	Mustang Creek	No Safe Walking Path
	Creek Valley Estates	No Safe Walking Path
	Twin Mills	No Safe Walking Path
Boon Elementary	Auberry Apartments	Walk along Exchange Parkway: 6 lanes; 45 mph
	Delayne Apartments	Walk along Exchange Parkway: 6 lanes; 45 mph
	Cortland at Twin Creeks Apartments	Walk along Exchange Parkway: 6 lanes; 45 mph
	The Village at Twin Creeks	Walk along Exchange Parkway: 6 lanes; 45 mph
	Twin Creeks Watters	Crossing Watters Road: 4 lanes; 45 mph Exchange Parkway: 6 lanes; 45 mph
	Quail Run	Crossing Watters Road: 4 lanes; 45 mph

EXHIBIT A
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School	Neighborhood	Exceptions
Boyd Elementary	Lofts at Watters Creek Apartments	Crossing US 75
	Alleia Watters Creek Apartments	Crossing US 75
	Inkwell Waters Creek Apartments	Crossing US 75
	Reflections Watters Creek Apartments	Crossing US 75
	The Montgomery Apartments	Crossing US 75
Chandler Elementary	Parker Lakes Estates	Crossing FM 2551/S Angel Parkway: 2 lanes; 55 mph - no sidewalks
	McGarity Lane	Crossing FM 2551/S Angel Parkway: 2 lanes; 55 mph - no sidewalks
	Travis Ranch East	Crossing FM 2551/S Angel Parkway: 2 lanes; 55 mph - no sidewalks
	Kings Crossing	Crossing FM 2551/S Angel Parkway: 2 lanes; 55 mph - no sidewalks
	The Orchards	Crossing Bethany Drive: 6 lanes; 40 mph
	Bethany Lake Estates	Crossing Bethany Drive: 6 lanes; 40 mph
Cheatham Elementary	Waterford Trails	Crossing Watters Road: 4 lanes; 45 mph
	Cambridge at Watters Crossing	Crossing Watters Road: 4 lanes; 45 mph
	The Villas at Cottonwood Creek	Crossing Watters Road: 4 lanes; 45 mph
	Ansley Meadows	Crossing Watters Road: 4 lanes; 45 mph
	Reserve at Watters	Crossing Stacy Road: 6 lanes, 45 mph
Evans Elementary	TCC Custer Addition	No Safe Walking Path
Green Elementary	Benton Pointe Apartments	Walking along McDermott Drive: 6 lanes; 45 mph
	Villas at Twin Creeks	Walking along McDermott Drive: 6 lanes; 45 mph
	The Avenue Single Family Addition	Walking along Exchange Parkway 6 lanes:45 mph
	The Avenue Addition, Lots 1r &2,Blk B & C	Walking along Exchange Parkway 6 lanes:45 mph
Kerr Elementary	Craig Ranch	Crossing SH 121
	Parkside at Craig Ranch Apartments	Crossing SH 121
	Axion Hub 121 Apartments	Crossing SH 121
Lindsey Elementary	Raleigh House Apartments	No Safe Walking Path
	Aspire Apartments	No Safe Walking Path
	Silverado Townhomes	No Safe Walking Path

EXHIBIT A
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School	Neighborhood	Exceptions
Marion Elementary	Cambridge Townhomes/Stacy Green	Crossing US 75
	Cortland Allen Station Apartments	Crossing US 75
	Magnolia on the Green Apartments	Crossing US 75
	Reid Farm	Crossing Greenville Avenue: 6 lanes; 45 mph
	St Andrews Park	Crossing Greenville Avenue: 6 lanes; 45 mph
	Spring Meadow	Crossing Greenville Avenue: 6 lanes; 45 mph
Norton Elementary	Suncreek	No Safe Walking Path
	Angel Field	Crossing Bethany Drive: 6 lanes; 45 mph
	Montgomery Farm	Crossing Bethany Drive: 6 lanes; 45 mph
	Bethany Mews/Pecan Homes	Crossing Bethany Drive: 6 lanes; 45 mph
	The Meadow at Montgomery Farm	Crossing Bethany Drive: 6 lanes; 45 mph
	Montgomery Ridge	Crossing Bethany Drive: 6 lanes; 45 mph
Olson Elementary	Allen Estates/Allen North Addition	No Safe Walking Path
	Gates of Allen Station Apartments	Crossing Greenville Avenue: 6 lanes; 45 mph
	Morningside	No Safe Walking Path
	Auburn Springs	No Safe Walking Path
	Country Meadow	No Safe Walking Path
	Oak Ridge	No Safe Walking Path
Preston Elementary	Saddleridge	Crossing Watters Road: 4 lanes; 45 mph
	Shaddock Park	Crossing Watters Road: 4 lanes; 45 mph
	Kinstead Apartments	Crossing SH 121
	Atlantic McKinney Ranch Apartments	Crossing SH 121
	Waterscape Urban Residential	Crossing Ridgeview Drive: 4 lanes, 45 mph
	Lexington Estates	Crossing Ridgeview Drive: 4 lanes, 45 mph Crossing Watters Road: 4 lanes, 45 mph
Reed Elementary	301 Greenville Apartments	Crossing Greenville Avenue: 6 lanes; 45 mph
	Knox Allen Station Apartments	Crossing Greenville Avenue: 6 lanes; 45 mph
	Whisenant Estates	Crossing Greenville Avenue: 6 lanes; 45 mph
Story Elementary	Shadow Lakes North	No Safe Walking Path
	Hillside Village	No Safe Walking Path

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: MOU/Region 10 ESC Student Placement & Sierra Schools

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent
Theresa Taylor, Executive Director of Special Services

SOAR 2030 STRATEGIC VISION: Goal 3 – Empowered Learning

LEGAL REVIEW:

Authority for this Action: CH (Local), Purchasing and Acquisition

The Board delegates to the Superintendent of designee the authority to make budgeted purchased for goods or services in accordance with CH (Legal). However, any single budgeted purchase of goods or services that cost $150,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Summary / Background Information:

This agreement between Allen ISD and ESC Region 10 supports the continued expansion of the District's Special Education continuum of services for students with significant behavioral, psychological, and physiological needs requiring intensive supports beyond those currently available on district campuses. Through a partnership with ESC Region 10 and Sierra Schools, Allen ISD will provide specialized services within the District through a host site located at Boyd Elementary, allowing students to receive intensive supports in a more familiar, community-based setting. This partnership reduces the need to consider out-of-district residential placements, which can exceed $250,000 per student annually, while maintaining a focus on providing appropriate services in the least restrictive environment. For the 2026–2027 school year, the cost of participation in this program is $80,513.54 per student seat. As the host district, Allen ISD will receive one seat at no cost. Based on the anticipated enrollment of three paid seats and one complimentary seat, the estimated annual expenditure is $241,540.62; however, actual invoices may vary based on student enrollment. To help offset program costs, Allen ISD will apply for High-Cost Funds (HCF) through the Texas Education Agency (TEA) when applications become available. This partnership reflects the District's commitment to providing high-quality, specialized educational services for students with significant disabilities while maximizing available funding resources and ensuring students receive individualized supports closer to home whenever appropriate.

Administrative Recommendation:

Recommend approval of the following motion:

“Move to approve the Memorandum of Understanding entitled “Region 10 ESC Student Placement & Servicing Sierra School at Allen” for the 2026-2027 school year.

Memorandum of Understanding

Regional Behavior Program Hosting and Student Placement Agreement

1. Purpose of Document

This Memorandum of Understanding is by and between Region 10 Education Service Center ("Region 10") and Allen ISD ("LEA"), outlining the mutual responsibilities and agreements surrounding the LEA hosting a Special Education program operated by an external partner of Region 10 ("Program") for the purpose of providing services to students with disabilities served in Special Education.

Purchase of a Program seat does not guarantee the placement of a particular student. All students referred for placement must meet the eligibility, referral, and admission criteria outlined in the applicable Program Handbook and must complete the Program's review and acceptance process. Final placement decisions will be based on the student's individual needs, available Program resources, and the Program's ability to implement the student's IEP and provide appropriate services.:

- As a host LEA, will provide adequate physical space to host the following:
    - Functional Program(s) - 2
    - Academic Programs(s) - 0
    - Region 10 will provide 1 classroom seat for free in exchange for LEA hosting the program.
- As a sending LEA, will purchase program seating as follows:
    - Functional Program Seat(s) - 4
    - Academic Program Seat(s) - 0

**Final pricing will be based on the specific location and parameters of the Program classroom. The pricing assumes the purchase of the classroom collectively, and that it is located at a single programming site. In the event that the classrooms are not in the same location, additional staffing may be required.*

2. Program Classroom Information

For school year 2026-2027, the Program will consist of classroom(s) located at 800 S. Jupiter Rd, Allen, TX 75002 serving students in Grades K-8 who are currently eligible for Special Education educational services through IDEA. Students may be placed in the Program classroom through a district's ARD Committee. Upon placement, the Student's IEP shall be updated to reflect the scope and intensity of service delivered in a more restrictive setting, in addition to defining clear criteria for consideration of reintegration into a District's Least Restrictive Environment. LEA agrees to cooperate with representatives of the Third-Party Program vendor and Region 10 during the ARDC and IEP development process during a student's assignment to the Third-Party Program.

The Third-Party Program's Regional Site/Director and/or Designee shall review all placement considerations in collaboration with the Sending District. Considerations of available data, availability of seats in the Program, and ARDC recommendations shall be reviewed, along with any other relevant data or information. The potential for a more restrictive placement option shall be discussed with Parents/Guardians prior to the Program's involvement.

3. Third-Party Program Implementation and Responsibilities

The classrooms hosted by LEA will provide services and supports to students placed in the classrooms in accordance with the agreement between Region 10 and the Program. The Program and its staff are responsible for the implementation and delivery of programming and services, as outlined in their contract with Region 10. This includes, but is not be limited to:

A. The hiring, background checks, and onboarding process of staff. Third-Party Program staff will provide sufficient staff for courses offered in the Third-Party Program to maintain a safe and appropriate learning environment and to adhere to all applicable guidelines and mandates from the State Board of Education.
B. Host LEA will assist and facilitate in the fingerprinting criminal history checks of Third-Party Program staff who will have direct contact with students.
C. Cooperate with Third-Party Program staff in providing internet access, access to a copy machine, and other technology requirements set forth in Exhibit A for the Host LEA.
D. Specialized Instruction services for a 10-month school year with the number of days not to exceed one hundred and eight (180) school days, at the State's established minimum requirement of instructional hours on a daily or annual basis. The School Calendar and Third-Party Program hours shall be mutually defined and aligned with the Host LEA calendar.
E. Access to Student Counseling and Mental Health Services, as required with each Student's IEP and as needed resulting from a Student's Behavioral or Mental Health Crisis.
F. Provide reports of student progress on IEP goals and objectives at regular intervals.
G. Notify the sending LEA of any complaints or incidents that pose a threat of imminent harm or may cause a due process hearing.
H. Notify the sending LEA of any issues or incidents involving their students that would require Third-Party Program staff to make a mandatory report to DFPS or any other state agency.
I. Reasonably cooperate with the Sending and/or Host LEA in any investigations of misconduct, due process hearings, complaints, or any other litigation.
J. Collaborate with the sending LEA regarding a student's limited or lack of progress in the Third-Party Program.

K. Coordinating with Sending LEA to ensure that any Free and Reduced Lunch Program paperwork is coordinated so that a Sending LEA's student may access the Host LEA's food service facilities.
L. Maintain the confidentiality of Sending LEAs' personally identifiable student information and Third-Party Program vendor information in accordance with the provisions set forth in Exhibit A.
M. Not hold Third-Party Program vendor responsible for the damage caused to Host LEA property by students participating in the Third-Party Program.

4. Region 10 Roles and Responsibilities

Region 10 agrees to the following roles and responsibilities:

A. Act as a liaison and facilitator between the sending LEA, host LEA, and the Third-Party Program to assist with students transitioning into or out of a program classroom.
B. Work as a collaborative partner with host LEAs and the Third-Party Program to ensure appropriate implementation of services for students placed in program classrooms.
C. Conduct on-site visits to Third-Party Program classrooms to provide support to classroom staff and address concerns that may arise in implementing programming for students.

5. Sending LEA Roles and Responsibilities

LEAs placing a student in a Third-Party Program Classroom ("Sending LEA" or "Sending District") agree to the responsibilities and obligations set forth in their agreement with Region 10, including, but not limited to, the following roles and responsibilities:

A. Allow Third-Party Program staff to have access to relevant records, files, or personnel deemed necessary to provide appropriate services to students placed in a Third-Party Program classroom.
B. Provide transportation of students to/from the Third-Party Program classroom in accordance with their IEP transportation services, unless sending LEA, Host LEA and program mutually agree in writing otherwise.
C. Be responsible for delivering FAPE and any related services outlined in a student's IEP.
D. Collaborate with the Third-Party Program regarding a student's limited or lack of progress in the Program.

E. Provide access to the sending LEA's general education curriculum and related instructional materials upon request by the Third-Party Program.

F. Be responsible for the reasonable cost of repair or replacement of property damage caused by a participating student, excluding ordinary wear and tear.

6. Host LEA Roles and Responsibilities

LEAs providing physical space for Third-Party Program classrooms to serve students in building owned or operated by the LEA ("Host LEA") agree, consistent with Exhibit A, as applicable, to the following roles and responsibilities at no cost to the Third-Party Program vendor or Region 10:

A. To provide:
    1. classroom space
    2. office and administrative spaces
    3. separate areas for additional engagement and support
    4. An IEP meeting space
    5. A de-escalation space
    6. Office/therapy space for related service providers
B. That the spaces identified above will be in reasonable proximity to student and staff restrooms, which must be adequate to accommodate the number of students served
C. To provide:
    1. Appropriate furniture in good repair
    2. Utilities
    3. General repairs and maintenance
    4. Housekeeping/janitorial services
    5. Security/fire systems
    6. Telephone service
    7. Electricity, gas, and water
    8. Internet service
    9. Waste removal
    10. Custodial supplies (including tissues, cleaning supplies and paper towels)
    11. Access to a copier throughout the term of the MOU
D. The Host LEA agrees that if the Third-Party Program vendor or Region 10 formally requests in writing to the Host LEA that janitorial services be provided and such services are not provided within 30 days following such notice, the Third-Party Program vendor or Region 10 may contract with a third-party contractor to provide such janitorial services on a weekly basis and the Host District will reimburse the Third-Party Program vendor or Region 10 for the cost associated with such services until such services are furnished by the Host District. The Host LEA shall cooperate with the contracted janitorial vendor to have access to the Host LEA facilities to perform the janitorial services require

under this MOU. The Third-Party Program vendor's or Region 10's janitorial contractor will be required to meet the reasonable safety and security requirements of the Host District and will be required to reasonably cooperate with the Host District regarding satisfying any and all safety and security requirements.

E. To cooperate with Third-Party Program staff in providing internet access, access to a copy machine, and other technology requirements set forth in Exhibit A for the Host LEA.
F. To coordinate with Sending LEA to ensure that any Free and Reduced Lunch Program paperwork is coordinated so that a Sending LEA's student may access the Host LEA's food service facilities.
G. To maintain the confidentiality of Sending LEAs' personally identifiable student information and Third-Party Program vendor information.
H. The Host LEA shall not hold the Third-Party Program vendor responsible for damage to Host LEA property caused by a participating student. The student's sending LEA shall be responsible for the reasonable cost of repair or replacement, excluding ordinary wear and tear.

7. Compliance with State and Federal Legal Requirements

Region 10 agrees to ensure that the Program identified to implement the services in the classroom hosted at the LEA shall comply with all federal, state, and local laws, rules, and regulations in relation to the education of students, as well as all Policies and Procedures of Region 10's Board of Education. Program staff will ensure that the special education programming and administrative services provided meet the requirements of all applicable federal and state statutes and regulations, including, but not limited to the Texas Education Code ("TEC"), Texas Administrative Code (TAC), Texas Constitution, Texas Statutes, IDEA, the Family Educational Rights and Privacy Act ("FERPA"), and Section 504 of the Rehabilitation Act ("Section 504"), and that it has policies and procedures in place related to following these laws.

8. Compliance with Host LEA Policies and Procedures

Program staff shall be subject to all the host LEA's rules, regulations, and policies while on host LEA property or while attending LEA-related or LEA-sponsored events on or off LEA property with students. Further, Program staff shall follow all procedures of the LEA campus on which the Program provides services to students. The host LEA reserves the right to exclude any Program staff members who do not comply with the LEA's policies.

9. Third-Party Program Status As an Independent Contractor

Third-Party Program vendor is and shall at all times be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein shall be construed as creating the

relationship of employer and employee, or principal and agent, between the District and the Third-Party Program or any of the Third-Party Program's agents or employees. Third-Party Program will assume exclusively the responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. Third-Party Program vendor staff members, its agents, and employees, shall not be entitled to any rights or privileges of Host LEA District or Region 10 employees and shall not be considered in any manner to be Host LEA District or Region 10 employees.

10. Third-Party Program Status as a School Official

In the course of providing the services under the Agreement between Region 10 and the Third-Party Program, representatives, employees, and agents of the Third-Party Program vendor may receive information contained in educational records relating to sending LEA students. The Third-Party Program vendor is performing an institutional function, which is educating the Student. Third-Party Program vendor staff and Region 10 staff monitoring the Third-Party Program are hereby designated a “school official” for the purpose of receiving confidential student information in accordance with 20 U.S.C.A. 1232g (The Family Education Rights and Privacy Act). Third-Party Program vendor will agree through its agreement with Region 10 that Sending LEA maintains full control over the educational records divulged to the Third-Party Program vendor and Region 10. Third-Party Program will agree through its agreement with Region 10 that the educational records relating to students served in Third-Party Program classrooms will not be disclosed or used for purposes other than furtherance of the services provided.

11. Non-Compete for Employment

During the Term of this Agreement, the LEA agrees not to indirectly hire, attempt to hire, or solicit for employment any Program staff. However, nothing in this clause will prevent Program staff from seeking alternative employment or responding to public advertisements for positions available during or after the term of the Agreement. In such a case, the LEA agrees to encourage any applicants from the Program to provide adequate notice to the Program so that a replacement may be found with minimal disruption.

12. Related Service Needs of Students in Program Classrooms

Unless otherwise provided for in the agreements between Region 10 and the Third-Party program vendor, Students related service needs for counseling services will be provided by the Third-Party Program classroom and their staff. Any additional related services needs of the student will be provided by sending LEA staff, including but not limited to:

- Speech/Language Therapy
- Occupational Therapy
- Physical Therapy
- Adapted Physical Education

- Transportation Services
- In Home and/or Parent Training
- Other related services identified as needed to provide FAPE outlined in a student(s) IEP

13. Nursing and Medical Services of Students in Third-Party Program Classrooms

Unless otherwise provided for in the agreements between Region 10 and the Third-Party program vendor, Host District staff shall be responsible for providing basic school nursing services to all students in the Third-Party Program. If a student has unique medical needs, Sending LEA will provide nursing support to the Third-Party Program, such as providing health records, medication or direct medical attention and/or providing delegation training to Third-Party Program staff. In the event a student has additional individual health needs, provision of these services shall be addressed in accordance with the ARDC and IEP process.

14. Full and Individual Evaluations for Students in Program Classrooms

The sending LEA will be responsible for the completion of any Full and Individual Evaluations, Reevaluations, and psycho-educational evaluations needed for students enrolled in a Program classroom.

15. ARD Meetings for Students in Third-Party Program Classrooms

The sending LEA will be responsible for completing all ARD meetings required for students enrolled in a Program classroom. The LEA agrees to invite appropriate Program staff to attend ARD meetings, and Program staff will make reasonable efforts to participate.

When concerns arise regarding Program implementation, student progress, placement, or available supports, the LEA agrees to notify Region 10 and invite appropriate Region 10 staff to a separate staffing, consultation, or problem-solving meeting.

16. Students Demonstrating Lack of Progress

If a student fails to make adequate progress while attending a Third-Party Program classroom, the Third-Party Program will collaborate with the student's sending LEA to schedule a ARDC meeting to discuss the lack of progress and plans for the student's future placement.

17. Termination for Cause

During the Initial Term, this agreement may only be terminated by either Party if the other Party is in breach of any material provision of this agreement, but only after written notice of breach and an opportunity to cure has been given to the breaching Party. The notice of breach must give the breaching party an opportunity to cure at least thirty (30) days in the case of a non-monetary breach and at least ten (10) days in the case of a monetary breach ("Cure Period"). If the breaching party has not cured the breach by the Cure Period, the party giving notice may terminate this Agreement immediately by giving the breaching party written notice of termination that includes a stated termination date. Upon termination, no further performance will be required of either Party, except that LEA must pay any fees then due for services rendered and for previously authorized expenses.

18. Termination for Convenience

After the Initial Term, either party may elect to terminate the Agreement by providing written notice to the other party no less than (180) days prior to the end of a school year. Termination for convenience shall be effective no earlier than at the end of the then current school year. Upon termination, no further performance, including payment pursuant for services, will be required of either Party, except that LEA must pay any fees then due for services rendered and for previously authorized expenses up to the date of termination. The LEA acknowledges that all Third-Party Program vendor services are likely to have been completed by the end of a school year and will be due and payable to the vendor.

19. Costs for Seats in Third-Party Program Classrooms

Students may be placed in Third-Party Program classrooms based on the availability of "Seats" each school year. Sending LEAs agree to the purchase of a seat in order to have access to place a student in a Third-Party Program classroom if a placement is determined by an ARDC. Sending LEAs agree to pay Region 10 for the total costs of seats purchased in accordance with the mutually agreed payment schedule indicated in this agreement. LEA agrees to provide payment to Region 10 within 30 days of the date of the invoice.

Sending LEAs are responsible for the costs of seats regardless of whether or not a student is currently enrolled in a Third-Party Program classroom. If a sending LEA seeks to relinquish a "seat", they may contact Region 10 to work on identifying another LEA that can commit to taking over the seat for the remainder of the school year. The Sending LEA is responsible for all costs associated with the seat until Region 10 is able to secure a replacement LEA to take over the costs of the seat. Sending LEA is likewise responsible for all costs associated with the seat if the ARDC determines that the Program placement is no longer the appropriate placement for the student.

20. Seat Payment Details and Schedule

The LEA will receive access to the following Third-Party Program seats and 1:1 aides for the School Year 2026-2027:

Program Location	Cost Per Seat	Quantity	Total Cost Per Program
Allen ISD (Functional)	$80,513.54	4 (3+Host)	$241,540.62
McKinney ISD K-5 (Academic)	$59,166.71	0	
McKinney ISD 5-8 (Academic)	$65,740.79	0	
Sherman ISD (Academic)	$65,697.97	0	
Wylie ISD (Academic)	$59,926.06	0	
Plano ISD (Functional)	$86,264.51	0	
1:1 aides for students	$230.42 per day*		

*1:1 aide costs may fluctuate based on student needs and enrollment in the Third-Party Program classroom. The Sending LEA can request additional 1:1 aides from Third-Party Program for an additional fee based on student needs documentation in a students' IEP.

Seat Payment Schedule Options:

	1 Full Payment due August 1, 2025
	10 Monthly Payments due 1st of the month 8/2026 - 5/2027

1:1 aide billing will be submitted in arrears monthly.

21. Miscellaneous Terms

- Notices required by this agreement shall be made in writing and delivered to all parties. Notice will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other party as provided herein as follows:

  To Region 10: Region 10 Education Service Center
  Attn: Jennifer Farley
  400 E. Spring Valley Rd.

Region 10 ESC
Experience the Power of 1©

Richardson, Texas 75081
Jennifer.farley@region10.org
(972) 348-1346

To LEA: Allen Independent School District
Attn: Theresa Taylor
612 East Bethany Drive, Allen TX 75002
Theresa.Taylor@allenisd.org

- **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- **Governing Law.** The laws of the State of Texas hereto shall govern the validity of this Agreement and of any terms and provisions, as well as rights and duties of the parties.
- **Venue**. Venue for any action brought to enforce or to interpret the provisions of this Agreement shall be in the State Courts of Collin County, Texas.
- **Amendment**. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into the Agreement.
- **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability. Shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- **Legal Construction**. The Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in the Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- **Sovereign Immunity**. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in Agreement will be construed as an express or implied waiver by a party of its governmental immunity or of its state governmental immunity, or as the assumption by a party of a debt, contract, or liability of another party or of the Third-Party Program vendor.
- **Acknowledgements**. The Parties further acknowledge that they have carefully read the Agreement, that they have consulted with their attorneys prior to executing the Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign the Agreement are those stated above and that they are signing the Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute the Agreement. The Parties agree that an electronic

signature is the legally binding equivalent to a handwritten signature and has the same validity and meaning as a handwritten signature.

- **Force Majeure**. Notwithstanding any other provision set forth in this Agreement, the Parties shall not be liable for any failure or delay in performance of any obligation under this Agreement in the event of a "Force Majeure" such as fire, explosion, pandemic, mandatory quarantine, or other catastrophe, earthquake, epidemic, nuclear incident, sabotage, flood, typhoon or unusually severe weather, war, act of terrorism, strike, riot, civil disobedience, act of God or any governmental law, decree or ordinance or any other force majeure act set forth in Exhibit A. Once any Force Majeure event occurs and any inability to perform hereunder or delay in performance caused by such Force Majeure ceases, the party whose performance was so delayed by such Force Majeure event shall promptly perform its obligations pursuant to the provisions hereof.

Signatures of Agreement

_____
LEA Representative

_____
LEA Superintendent

_____
Special Populations Director
Region 10

_____
Deputy Executive Director
Region 10

_____
Executive Director
Region 10

EXHIBIT A

SESI Roles and Responsibilities

- Each classroom will be staffed with
    - 1 certified special education teacher
    - 2 assistant teachers
    - 1 BCBA (BEST Program)
    - 1 licensed Social Worker (ACI Program)
- The Program will provide social, emotional, and behavioral supports, as indicated, based on needs of student population in each classroom
- SESI will implement student individualized education plans
- SESI will provide special education services in a professional manner. If SESI believes that a change in educational programming or placement is necessary, SESI will notify ESC 10 and the Sending District to initiate meetings and conferences.
- SESI Program will comply with all applicable federal, state, and local laws, rules, and regulations in relation to the provision of special education services for students participating in the Program, as well as policies and procedures of Sending Districts and Host Districts.
- SESI will cooperate with Sending District and Host District, as requested, relating to any investigation involving students receiving services under the Program. SESI shall notify Host District campus personnel as soon as practicable following a serious incident relating to a student receiving Program services that violates school policies, including the Host District's Student Code of Conduct, or state or federal law. SESI shall follow up such contact with a notification to the Sending District and ESC 10.
- At Sending District's request, SESI Program teacher(s) or other appropriate representatives from SESI will participate in evaluations and IEP meetings for students participating in the Program.
- SESI will maintain the interior of the classrooms in good condition, that includes reasonable wear and tear for specialized education classrooms.
- Upon request of the Sending District and in a manner as reasonably requested by the Sending District, SESI will provide the Sending District with copies of grade reports, transcripts, progress reports, and any other educational records or other documents necessary to evaluate, develop IEPs.
- SESI will equip the Program classrooms with equipment specific to the Program, including applicable technology and hardware.
- SESI staff will receive training on instructional and behavior management practices, reporting procedures, and safety protocols.
- SESI will report on student progress at regular intervals.

- SESI will notify Sending District and ESC 10 if SESI identifies any IEP components that they cannot deliver.
- SESI will respond to Sending District and ESC 10 requests for student information and records in a prompt and reasonable manner.
- SESI will communicate any concerns about student's education to the Sending District and ESC 10.
- SESI will allow Sending District and ESC 10 reasonable access to Program Facility to evaluate the Program and observe students in order to ensure FAPE is being provided.
- SESI will allow Sending District reasonable access to Program Facility to provide parent tours at a mutually agreed upon date and time.
- SESI will voluntarily appear at due process hearing and otherwise cooperate with Sending District for any due process hearing or other investigations.
- SESI will immediately notify the Sending District and ESC 10 of any complaints or incidents that pose a threat of imminent harm or may cause a due process hearing
- SESI will immediately notify Sending District and ESC 10 of any issues or incidents involving students that require SESI to make a mandatory report.
- SESI will provide an intensive behavior modification system designed to minimize classroom disruptions and maximize learning.
- SESI will deliver end-of-year outcome measures relating to pre and post test academic progress, attendance, behavioral level summary, incidents, etc.
- SESI will provide input as requested or required by the Sending District for student evaluations, IEP development, location of service/placement or other educational purposes.

Host District Roles and Responsibilities

- Host District will provide classroom space, office space, standard school internet and technology infrastructure, standard furniture/fixtures, and other space/equipment necessary for SESI to deliver the Program including access to gymnasium, playgrounds.
- Host District's responsibility to provide daily janitorial and cleaning services to the facilities and classrooms used by the SESI Program
- Host District will be responsible for repairing wear and tear to facility infrastructure, fixtures, and technology.
- Host district will provide food service upon receipt of appropriate Free and Reduced Lunch paperwork provided by the Sending District.
- Host District will provide basic school nursing services (ie. medication delivery, emergency response)
- Host District will provide safety and security resources to the Program and SESI staff to protect the safety and wellbeing of SESI Program students and staff, including threats of violence or emergency.

- Host District will provide criminal background checks and provide SESI will all relevant information and forms to facilitate (SESI will bear the costs of these background checks)

Sending District Roles and Responsibilities

- The Sending District will provide transportation to students to and from the Program.
- The Sending District will provide Related Services outlined in student individualized education plans (with exception of counseling as related service)
- The Sending District will provide school psychologists to participate in assessments and meetings if required.
- The Sending District will be responsible for coordinating the Free and Reduced Lunch paperwork and providing to SESI.
- The Sending District will provide SESI with all relevant student records, files, or access to Sending District personnel necessary for SESI to perform its duties.
- The Sending District will provide SESI Program staff with standard grade level curriculum materials for students placed in the program, including technology and textbooks.
- The Sending District will be responsible for repairing any damage directly caused by students enrolled in the Program.
- The Sending District retains responsibility to provide FAPE to its students.
- The Sending District will hold an IEP meeting to discuss change of placement and changes to IEP prior to enrolling in SESI.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Plano Regional Day School for the Deaf

ADMINISTRATOR RESPONSIBLE: Theresa Taylor, Executive Director of Special Services

SOAR 2030 STRATEGIC VISION: Goal 1 – Culture of Excellence

LEGAL REVIEW: N/A

Authority for this Action: CH (Local), Purchasing and Acquisition

The Board delegates to the Superintendent of designee the authority to make budgeted purchased for goods or services in accordance with CH (Legal). However, any single budgeted purchase of goods or services that cost $150,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Summary / Background Information:

In accordance with the Texas Education Code (TEC), §§30.081-30.087, local school districts shall have access to regional day school programs for the deaf operated by school districts at sites previously established by the State Board of Education (SBOE). Any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Regional Day School Program for the Deaf, subject to the admission, review, and dismissal (ARD) committee recommendations. For this reason, Allen ISD contracts with Plano ISD as the regional designation for these services. Invoices are variable based on student enrollment and service provisions, therefore, there is not a specific dollar amount to be predetermined for upcoming school years.

Administrative Recommendation:

Recommend approval of the following motion:

"Move to approve the continuation of the contract with the Plano Regional Day School for the Deaf not to exceed $350,000 during the 2026-2027 budget year utilizing District approved procurement methods."

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: 2026 - 2027 Local School Library Advisory Council

ADMINISTRATOR RESPONSIBLE: Jennifer Wilhelm, Assistant Superintendent of Learner Services

SOAR 2030 STRATEGIC VISION: Goal 3 – Empowered Learning

LEGAL REVIEW: N/A

Authority for this Action: Board Policy EFB (LOCAL)
LOCAL SCHOOL LIBRARY ADVISORY COUNCIL: The Board will voluntarily establish a local school library advisory council (LSLAC) to assist the District in ensuring local community values are reflected in each school library catalog.

Summary / Background Information:
In accordance with Senate Bill 13 passed during the 89th Texas Legislative Session and Texas Education Code §33.025, a local school library advisory council may be established to assist the District in ensuring local community values are reflected in each school library catalog. The local school library advisory council will provide recommendations to the District regarding adding and removing library materials as well as making changes to policies or guidelines related to the District's library collection.

For council membership, the Board shall appoint at least five members to the local school library advisory council. A majority of the members must be persons who are parents or guardians of students enrolled in the District and who are not employed by the District. The Board may also appoint one or more persons to serve as non-voting members as defined in Board Policy EFB (LOCAL).

The District published information outlining the roles and responsibilities of the local school library advisory council and offered an application for interested individuals to apply for membership. Applications for membership were accepted from May 1st through May 31st, 2026.

A sub-committee of Board members met to review applicants. The review process included consideration of parents and guardians of students of varying grade levels, geographic representation of the community, prior volunteer roles, leadership experience, and committee experience in Allen ISD or the greater Allen community. The group of individuals identified for consideration for appointment to the 2026 - 2027 Local School Library Advisory Council is presented for review and meets the membership requirements.

Attachment:
2026 - 2027 Allen ISD Local School Library Advisory Council

Administrative Recommendation:
Administration recommends that the Board of Trustees approve the appointment of the 2026 – 2027 Allen ISD Local School Library Advisory Council.

Proposed Motion:
“I move to approve the appointment of the 2026 – 2027 Allen ISD Local School Library Advisory Council.”

Committee Membership		
Erin Bandy	Allen ISD Parent	Voting Member
Rebecca Baumgartner	Allen ISD Parent	Voting Member
Theresa Ginsburg	Allen ISD Parent	Voting Member
Tara Glotzbach	Allen ISD Parent	Voting Member
Sara Hope	Allen ISD Parent	Voting Member
Nina Martin	Allen ISD Parent	Voting Member
Rachel Mitchell	Allen ISD Parent	Voting Member
Cindy Napoles	Allen ISD Parent	Voting Member
Terri Piorkowski	Allen ISD Parent	Voting Member
Amrita Sethi	Allen ISD Parent	Voting Member
Anela Shanks	Allen ISD Parent	Voting Member
Siboneth Trujillo	Allen ISD Parent	Voting Member
Alissa Wallace	Allen ISD Parent	Voting Member
Kellie Worcester	Allen ISD Parent	Voting Member
Whitney Coppinger	Allen ISD Administrator	Non-Voting Member
Crystal Hume	Allen ISD Administrator	Non-Voting Member
Jenny Remakel	Allen ISD Librarian	Non-Voting Member

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Foundation For Allen Schools – AISD Memorandum of Understanding
ADMINISTRATOR RESPONSIBLE:	David Hicks, Assistant Superintendent for Communications and Community Engagement
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	Abernathy, Roeder, Boyd & Hullett P.C.

Summary / Background Information:

The Foundation For Allen Schools is a separate nonprofit education foundation which exists solely to support Allen ISD students, teachers, and staff. The Foundation was established in 1997 by a group of school and community leaders. Since that time, the Foundation For Allen Schools has provided support for classroom grants, student and staff scholarships, and the Allen ISD Mentor Teacher Program, totaling more than $5 million. The Foundation Board of Directors includes one member of the Allen ISD Board of Trustees and the Superintendent of Schools or Acting Superintendent.

Since 1997, the Foundation and Allen ISD have operated under a memorandum of understanding (MOU) between the two entities.

The MOU's purpose is to articulate what costs each entity will bear, what responsibilities each will have regarding staffing and benefits, and what controls are in place to ensure that a proper educational purpose is served by the arrangement.

On June 15, 2026, the Allen ISD Board of Trustees approved a draft of the MOU for the 2026-2027 school year. On June 18, 2026, the Foundation For Allen School's Board of Directors requested that two amendments be made to the MOU. The requested changes were reviewed by Kim McLaughlin (Acting Superintendent), Johnna Walker (Assistant Superintendent for Human Resources), David Hicks (Assistant Superintendent for Communications and Community Engagement), and the law firm of Abernathy, Roeder, Boyd & Hullett P.C. The changes were deemed to be acceptable from the District's standpoint.

Requested Changes

Two changes were requested by the Foundation's Board of Directors.

The first change is in Article C, Section 5.

Previous version: The District may employ assistant(s) that perform limited duties on behalf of the Foundation on a full or part-time basis. This person(s) shall be paid by the District as a full or part time employee; the Foundation shall timely reimburse the District for 100% of the cost for the salary of these employees.

Updated version: Upon Foundation's request, the District may employ assistant(s) that perform limited duties on behalf of the Foundation on a full or part-time basis. An assistant shall be paid by the District as a full or part time employee; the Foundation shall timely reimburse the District for 100% of the cost for the salary and benefits of the assistant for time spent on behalf of the Foundation.

Reason for change: Provides the Foundation with a voice in the decision making if it is deemed necessary that an additional assistant is hired to perform work on behalf of the Foundation.

The second change is located in Article D, Section 3.

Previous version: The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies. However, the Foundation may purchase and sell alcohol and/or alcoholic style beverages at or in support of its fundraising events which are held at facilities other than those owned by the District. The Foundation assumes all risk and liability for events offering the sale, purchase or consumption of alcohol and/or alcoholic style beverages. The Foundation shall maintain general liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per occurrence to protect the Foundation from any and all issues arising from or related to the events described in this section, and shall ensure that the District is named as an additional insured on any such policies of insurance. District Policy is available at: https://pol.tasb.org/PolicyOnline?key=305.

Updated version: The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies. However, the Foundation may purchase and sell alcohol and/or alcoholic style beverages at or in support of its fundraising events which are held at facilities other than those owned by the District. The Foundation assumes all risk and liability for events offering the sale, purchase or consumption of alcohol and/or alcoholic style beverages. The Foundation shall maintain general liability insurance to protect the Foundation. District Policy is available at: https://pol.tasb.org/PolicyOnline?key=305.

Reason for change: Still requires the Foundation to hold general liability insurance without the need to specify the exact policy amount.

A copy of the new MOU in full is attached.

Administrative Recommendation:

Consider the recommended approval of the Revised Memorandum of Understanding (MOU) with the Foundation For Allen Schools, to become effective immediately through June 30, 2027.

Proposed Motion: “Move to approve the revised Memorandum of Understanding (MOU) with the Foundation For Allen Schools, to become effective immediately through June 30, 2027.”

The Foundation For Allen Schools and Allen Independent School District Memorandum of Understanding

This Memorandum of Understanding is entered into, by, and between the Allen Independent School District Board of Trustees and the Board of Directors of the Foundation for Allen Schools, desiring to memorialize the nature of their relationship, ratify and approve past activities, and mutually acknowledge for the future, the respective obligations and rights of the parties.

A. Public Purpose: Allen Independent School District (referred to herein as "Allen ISD" and/or "District") has identified the following educational public purposes for the District's support of the Foundation for Allen Schools (referred to herein as the "Foundation"):

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.

2. Maximization of alternative revenue sources requires strong community support.

3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.

4. The District has realized gains from its investment in the Foundation.

5. The Foundation will provide funding to the District through a variety of programs including educational grants, student scholarships, teacher tuition reimbursement, teacher training and recognition, and other initiatives.

6. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continued commitment from the District.

7. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the school district.

8. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment, and personnel.

9. The community realizes a convenience in having the District allow use of its facilities by the Foundation.

10. Solicitations of additional revenue by the Foundation Director and personnel relieves the fundraising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.

11. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District's educational programs; the Foundation endowment and its growth serves the purpose of long-term support for the Foundation and the District.

12. It is essential that the District have oversight over any individual who represents the District or the Foundation in seeking additional revenue sources.

B. Commitment: The District agrees to continue to provide the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented and subject to the Board of Trustees' continuing right to refuse to appropriate the necessary funds in any budget year. All District support shall be within the sole discretion of the Board of Trustees. Such support shall be monitored by the Board of Trustees and recorded in the District's accounting records as resources provided to the Foundation. The District will provide the following:

1. Allen ISD shall employ an Allen ISD Grant Coordinator, who shall also serve as the Foundation Director. The responsibilities for this Grant Coordinator/Foundation Director position shall be divided between the two roles such that the employee spends (51%) of the time as Allen ISD Grant Coordinator, and (49%) of the time as Foundation Director. This person shall be employed and paid by the District as a full time employee who serves as the Foundation Director and Grant Coordinator for Allen ISD, trains District employees in grant writing/research activities, coordinates community outreach, assists the Foundation as a representative of the District, and coordinates Allen ISD grants which are not part of the Foundation. Allen ISD shall pay (51%) of the salary and benefits of the employee of the District serving as the Foundation Director and Grant Coordinator. If the Allen ISD Board authorizes an employee raise, the Grant Coordinator/Foundation Director shall receive the same percent increase as all eligible Allen ISD employees.

2. Office space facilities, furniture, and utilities for the exclusive use of the Foundation for Allen Schools, including but not limited to its employee(s.)

3. Computers, network connections, Allen ISD licensed software, office phone, and email account will be provided by Allen ISD, as well as hosting Foundation website(s), including but not limited to the homepages of the Foundation, Allen Eagle Run, and any other websites related to the functions of the Foundation, and online presence on the District servers.

4. Minor consumable supply costs will be shared by Allen ISD and the Foundation.

5. Supervision of the Grant Coordinator/Foundation Director shall be coordinated by the Allen ISD Superintendent of Schools. The Director shall receive a yearly performance review from both Allen ISD and the Foundation Personnel Committee.

6. The Foundation Director and full or part-time Foundation staff shall be paid through the Allen ISD payroll system. The Foundation shall receive an invoice from the Allen ISD Accounting Department for salaries and benefits costs monthly and shall timely reimburse the District accordingly.

C. Responsibilities of Foundation:

1. The Foundation is a nonprofit educational corporation organized in the State of Texas for educational and charitable purposes exclusively for the benefit of the Allen ISD.

2. The Foundation agrees that during the term of the Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the Allen ISD.

3. Except as may be specifically allowed in this Memorandum, the Foundation agrees that it will inform its personnel, and the District personnel providing services to the Foundation, regarding the expectation to follow District policy when representing the District or the Foundation in any capacity. District Policy is available at: https://pol.tasb.org/PolicyOnline?key=305.

4. The Foundation shall pay (49%) of the salary and benefits of the Grant Coordinator/Foundation Director. In addition, the Foundation shall pay 100% of the salary and benefits of any additional Foundation part-time or full-time staff.

5. Upon Foundation's request, the District may employ assistant(s) that perform limited duties on behalf of the Foundation on a full or part-time basis. An assistant shall be paid by the District as a full or part time employee; the Foundation shall timely reimburse the District for 100% of the cost for the salary and benefits of the assistant for time spent on behalf of the Foundation.

6. The Foundation shall timely reimburse the District for payroll service expenses in addition to actual salaries and benefit costs paid to its employee(s), if any should be accrued by the District, upon receipt of invoice.

7. The Foundation agrees that it will continue to recognize the District, its employees, volunteers or students as the beneficiary of its solicitation program.

8. The staff of the Foundation shall not solicit funds for personal gain from current or prospective donors.

9. Separate and apart from the District, the Foundation is tax-exempt under section 501(c)(3) of the Internal Revenue Code, organized and operated exclusively for exempt purposes as set forth in section 501(c)(3), and none of its earnings inure to any private shareholder or individual. The Foundation is not an action organization attempting to influence legislation as a substantial part of its activities and does not participate in any campaign activity for or against political candidates.

D. Controls: The Allen ISD and the Foundation Board agree on the following controls to ensure that a proper public educational purpose is served, that sufficient controls are maintained over the funds provided by the District, and that the District receives a return benefit pursuant to this MOU:

1. The Grant Coordinator/Foundation Director and any support personnel serving the Foundation shall be at-will employees of Allen ISD, under the direct supervision and control of the Superintendent of Schools or designee. The Superintendent of Schools or designee and the Foundation Board President or designee shall consult with the other party regarding the Grant Coordinator/Foundation Director's, and support personnel's, job performance. Selection or termination of Allen ISD personnel serving the Foundation is a function subject to the sole discretion of Allen ISD following consultation with the Foundation Board President. Functional space for any contracted personnel provided by the Foundation is not a guarantee that office space or loaned equipment will be available except by approval of the District.

2. Any personnel who perform services on behalf of the Foundation are under the direct supervision of the Foundation's Grant Coordinator/Foundation Director. The Grant Coordinator/Foundation Director will be responsible for job performance appraisals and job scope expansion, and/or redirection of job duties as needed.

    a. All in-kind contributions of office space, office equipment, or other District resources shall be kept in good workman-like order and condition. Use of District equipment and resources shall not interfere with the District's normal operation, or conflict with the Policies of the District.

3. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies. However, the Foundation may purchase and sell alcohol and/or alcoholic style beverages at or in support of its fundraising events which are held at facilities other than those owned by the District. The Foundation assumes all risk and liability for events offering the sale, purchase or consumption of alcohol and/or alcoholic style

beverages. The Foundation shall maintain general liability insurance to protect the Foundation. District Policy is available at: https://pol.tasb.org/PolicyOnline?key=305.

4. The Foundation agrees that, in each of its fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation. In the event that the Foundation fails to contribute more to the District than the value of the District's contribution to the Foundation, the Board of Trustees shall have the right to cease or decrease District support for the Foundation in the upcoming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all Foundation grants to the District, scholarships awarded to graduating seniors from Allen High School, tuition reimbursement for District staff (e.g. teacher scholarships), sponsorship of District events including but not limited to New Teacher Breakfast and Teacher of the Year awards, and gifts and all payments to the Endowment Fund made in that fiscal year.

5. All Foundation funds shall be held in separate accounts from Allen ISD funds. Allen ISD does not have any right to manage or access any Foundation financial accounts. The management of all Foundation financial matters is the exclusive responsibility of the Foundation Finance Committee, led by the board vice-president. The Foundation shall provide financial information to Allen ISD for the annual District audit upon timely request by the District.

6. Compensation of the Grant Coordinator/Foundation Director and any other Education Foundation staff shall not be enhanced or supplemented, in violation of law or District policy, by the Foundation.

7. The Foundation agrees that it will require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.

8. The Board of Trustees and the Foundation Board hereby designate the Foundation Director/Grant Coordinator as the fiscal agent with the authority to accept grants to either the Foundation or the District. The Director/Grant Coordinator shall report all grants received to the Superintendent of Schools.

9. The Foundation Director/Grant Coordinator shall provide the Board of Trustees an annual update detailing all gifts to Allen ISD from the Foundation.

10. The Foundation shall provide an IRS Form 990 annually to the Board of Trustees, which shall reflect the District's in kind contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be posted on the Foundation's website within one month after filing with the Internal Revenue Service.

11. The Foundation agrees and understands that the Grant Coordinator/Foundation Director shall, outside of his or her work with the Foundation and solely as an employee of the District, research, develop, write and submit grants for educational programs to further the District's educational mission. The District assumes sole responsibility for any and all costs associated with any work undertaken by the Grant Coordinator/Foundation Director outside of his or her work with the Foundation, including but not limited to salary, benefits, office supplies, technical support and training accordingly.

12. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption and the Foundation agrees to abide by the Texas Public Information Act. While the Foundation strives to maintain confidentiality of donor identity upon a donor's specific request, the Foundation may not be able to do so under the Texas Public Information Act.

E. Term: The term of this memorandum of Understanding shall be for a period of one year commencing on the effective date, subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than ninety (90) days prior to the anniversary date.

F. Termination: Either party may terminate this MOU following the provision of six (6) months written notice to the other party.

G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing and approved and signed by both parties.

H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas, and venue for any dispute hereunder shall lie in Collin County, Texas.

Agreed to on this_____ day of _____ 2026.

Allen ISD Board of Trustees

_____, President
Dr. Polly Montgomery

_____, Secretary
John Holley

The Foundation For Allen Schools

_____, Board President

_____, Board Secretary

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Expansion of Credit By Exams

ADMINISTRATOR RESPONSIBLE: Jennifer Wilhelm, Assistant Superintendent of Learner Services

SOAR 2030 STRATEGIC VISION: Goal 3 – Empowered Learning

LEGAL REVIEW: N/A

Authority for this Action:
Texas Education Code 28.023(a) provides that a board of trustees must approve a list of examinations for acceleration for each primary school grade level and for credit for secondary school academic subjects.

EHDC (Legal) Alternative Methods for Earning Credit

Summary / Background Information:
The Board of Trustees approved a comprehensive list of exams of acceleration and credit by exams on February 27, 2019. In each of the subsequent years, additional Avant assessments have been approved by the Board of Trustees and added to the list of available examinations in Allen ISD, providing a wider range of assessments for Languages other than English (LOTE) credit.

Avant Assessments has provided notice that two additional credit-by-exams are now available: Latvian and Twi. Expanding the list of approved examinations allows the District to more widely recognize the broad range of languages other than English spoken by many of our students. The full list of assessments available is included in the attached list of EOAs and CBEs.

An updated approval of the examinations offered within Allen ISD is required in order to reflect these changes in available exams.

Attachment:
Allen ISD Board Approved List of EOAs and CBEs

Administrative Recommendation:
Administration recommends that the Board of Trustees approve the updated list of examinations offered by Allen ISD for acceleration and credit.

Proposed Motion:
"I move to approve the updated list of examinations offered by Allen ISD for acceleration and credit."

Allen ISD
Where Eagles Soar

Allen ISD Board Approved List of Examinations of Acceleration (EOAs)

Current Revision Date *August 2025*

EOAs/CBEs will be ordered from UT where available.

Exam of Acceleration	UT	TTU	Approved for Without Prior Instruction?	Approved for With Prior Instruction?
Kindergarten, Math	X	X	X	X
Kindergarten, Language Arts	X	X	X	X
Kindergarten, Science	X	X	X	X
Kindergarten, Social Studies	X	X	X	X
Grade 1, Math	X	X	X	
Grade 1, Language Arts	X	X	X	
Grade 1, Science	X	X	X	
Grade 1, Social Studies	X	X	X	
Grade 2, Math	X	X	X	
Grade 2, Language Arts	X	X	X	
Grade 2, Science	X	X	X	
Grade 2, Social Studies	X	X	X	
Grade 3, Math	X	X	X	
Grade 3, Language Arts	X	X	X	
Grade 3, Science	X	X	X	
Grade 3, Social Studies	X	X	X	
Grade 4, Math	X	X	X	
Grade 4, Language Arts	X	X	X	
Grade 4, Science	X	X	X	
Grade 4, Social Studies	X	X	X	
Grade 5, Math	X	X	X	
Grade 5, Language Arts	X	X	X	
Grade 5, Science	X	X	X	
Grade 5, Social Studies	X	X	X	
Grade 6, Math	X (full year)	X (by semester)	X	
Grade 6, Language Arts	X (full year)	X (by semester)	X	
Grade 6, Science	X (full year)	X (by semester)	X	
Grade 6, Social Studies	X (full year)	X (by semester)	X	
Grade 7, Math	X (full year)	X (by semester)	X	
Grade 7, Language Arts	X (full year)	X (by semester)	X	
Grade 7, Science	X (full year)	X (by semester)	X	
Grade 7, Social Studies	X (full year)	X (by semester)	X	
Grade 8, Math	X (full year)	X (by semester)	X	
Grade 8, Language Arts	X (full year)	X (by semester)	X	
Grade 8, Science	X (full year)	X (by semester)	X	
Grade 8, Social Studies	X (full year)	X (by semester)	X	

Allen ISD
Where Eagles Soar

Allen ISD Board Approved List of Credit-By-Examinations (CBEs)

Current Revision Date *July 2026*

CBEs will be ordered from UT where available, with the exception of Languages other than English CBEs, which will be administered through Avant.

Credit By Examination	UT	TTU	Avant	Approved for Without Prior Instruction*? (Original Credit) **Approved for students entering Grades 9 and above*	Approved for With Prior Instruction? (Credit Recovery)	Imagine Learning	Approved for with Prior Instruction? (Verification of Nonaccredited Credit)	Not Approved for Use
ENGLISH/LANGUAGE ARTS								
English 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 2A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 2B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 3A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 3B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 4A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English 4B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
English I A						X	X	
English I B						X	X	
English II A						X	X	
English II B						X	X	
English III A						X	X	
English III B						X	X	
English IV A						X	X	
English IV B						X	X	
MATHEMATICS								
Algebra 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Algebra 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Geometry 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Geometry 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Algebra 2A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Algebra 2B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Mathematical Models w/Applications 1A		X			X			
Mathematical Models w/Applications 1B		X			X			
Pre-Calculus 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Pre-Calculus 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Algebra 1A						X	X	
Algebra 1B						X	X	
Geometry A						X	X	
Geometry B						X	X	
Algebra II A						X	X	
Algebra II B						X	X	
Pre Calculus A						X	X	
Pre Calculus B						X	X	
Financial Math A						X	X	
Financial Math B						X	X	
SCIENCE								
Astronomy 1A		X		X	X			
Astronomy 1B		X		X	X			
Biology 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Biology 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Chemistry 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Chemistry 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Environmental Systems 1A	X	X		X	X			
Environmental Systems 1B	X	X		X	X			
Integrated Physics & Chemistry 1A	X	X		X	X			
Integrated Physics & Chemistry 1B	X	X		X	X			

Physics 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Physics 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
Biology A						X	X	
Biology B						X	X	
Chemistry A						X	X	
Chemistry B						X	X	
Envionmental Systems A						X	X	
Environmental Systems B						X	X	
IPC A						X	X	
IPC B						X	X	
Physics A						X	X	
Physics B						X	X	
HISTORY/SOCIAL STUDIES								
World Geography 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
World Geography 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
World History 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
World History 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
U.S. History 1A	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
U.S. History 1B	X	X		Requires AHS Assoc. Principal of Curriculum or LFC Principal approval	X			
U.S. Government	X	X		X	X			
Economics	X	X		X	X			
World Geography A						X	X	
World Geography B						X	X	
World History A						X	X	
World History B						X	X	
U.S. History Since 1877 A						X	X	
U.S. History Since 1877 B						X	X	
U.S. Government						X	X	
Economics with Emphasis on the Free Enterprise System and Its Benefits						X	X	
Personal Financial Literacy						X	X	
Pyschology						X	X	
Sociology						X	X	
MISCELLANEOUS								
Art 1A	X	X		X	X			
Art 1B	X	X		X	X			
Business Information Management 1A	X	X		X	X			
Business Information Management 1B	X	X		X	X			
Communications Applications	X	X		X	X			
Digital and Interactive Media 1A		X		X	X			
Digital and Interactive Media 1B		X		X	X			
Dollars and Sense		X		X	X			
Health Education	X	X		X	X			
Interpersonal Studies		X		X	X			
Lifetime Fitness & Wellness Pursuits A	X			X	X			
Lifetime Fitness & Wellness Pursuits B	X							
Lifetime Nutrition and Wellness		X		X	X			
Money Matters 1A		X		X	X			
Money Matters 1B		X		X	X			
Principals of Information Technology 1A		X		X	X			
Principals of Information Technology 1B		X		X	X			
Psychology		X		X	X			
Sociology		X		X	X			
Web Design 1A		X		X	X			
Web Design 1B		X		X	X			
LANGUAGES OTHER THAN ENGLISH								
Abkhazian*			X (sl)	X				
Afaan Oromo			X (sl)	X				
Albanian			X (sl)	X				
Amharic			X (ws)	X				
Arabic – Algerian			X (sl)	X				
Arabic – Arab Gulf			X (sl)	X				
Arabic – Egyptian			X (sl)	X				
Arabic – Iraqi			X (sl)	X				
Arabic – Jordanian			X (sl)	X				
Arabic – Lebanese			X (sl)	X				
Arabic – Libyan			X (sl)	X				
Arabic – Moroccan			X (sl)	X				

Arabic – Palestinian			X (sl)	X				
Arabic – Sudanese			X (sl)	X				
Arabic – Syrian			X (sl)	X				
Arabic – Tunisian			X (sl)	X				
Arabic – Yemeni			X (sl)	X				
Arabic (Modern Standard)			X (4s)	X				
Armenian			X (ws)	X				
Bambara/Bamanakan			X (sl)	X				
Bengali			X (ws)	X				
Bikol			X (sl)	X				
Bosnian			X (sl)	X				
Burmese*			X (sl)	X				
Cabo Verdean			X (ws)	X				
Cantonese			X (sl)	X				
Catalan			X (sl)	X				
Cebuano			X (sl)	X				
Chaldean (1 Skill - Speaking Only)			X (ws)	X				
Chăm			X (sl)	X				
Chamoru (Chamorro)			X (sl)	X				
Chin (Hakha)			X (ws)	X				
Chuukese			X (ws)	X				
Czech			X (ws)	X				
Danish			X (sl)	X				
Dari			X (sl)	X				
Dinka			X (sl)	X				
Dutch			X (sl)	X				
Dyula			X (sl)	X				
Estonian			X (sl)	X				
Ewe			X (sl)	X				
Fiji Hindi			X (sl)	X				
Fijian			X (sl)	X				
Filipino (Tagalog)			X (ws)	X				
French			X (4s)	X	X			
Fulani			X (sl)	X				
Georgian			X (sl)	X				
German			X (4s)	X	X			
Greek			X (ws)	X				
Gujarati			X (sl)	X				
Haitian-Creole			X (ws)	X				
Hausa			X (sl)	X				
Hawai'i Creole			X (sl)	X				
Hawaiian ('Ōlelo Hawai'i)			X (ws)	X				
Hebrew			X (4s)	X				
Herero (Otjiherero)			X (sl)	X				
Hindi			X (4s)	X				
Hmong			X (ws)	X				
Hungarian			X (sl)	X				
Icelandic			X (sl)	X				
Igbo			X (sl)	X				
Ilocano			X (ws)	X				
Ilonggo (Hiligaynon)			X (sl)	X				
Indonesian			X (sl)	X				
Italian			X (4s)	X				
Jamaican Patwah			X (sl)	X				
Japanese			X (4s)	X				
Jingpho (Kachin)*			X (sl)	X				
K'iche'			X (sl)	X				
Kankanaey			X (sl)	X				
Kannada			X (ws)	X				
Kapampangan (Pampango)			X (sl)	X				
Karen*			X (sl)	X				
Khmer			X (ws)	X				
Kikuyu			X (sl)	X				
Kinyarwanda (Kinyamulenge)			X (sl)	X				
Kirundi			X (sl)	X				
Korean			X (4s)	X				
Kosraean			X (sl)	X				
Krio			X (sl)	X				
Kunama			X (sl)	X				
Lao			X (sl)	X				
Latin (1 Skill - Reading Only)			X	X				
Latvian			X (sl)	X				
Lingala			X (sl)	X				
Lisan ud-Dawat			X (sl)	X				

Lithuanian			X (sl)	X				
Luganda (Ganda)			X (sl)	X				
Malay			X (sl)	X				
Malayalam			X (sl)	X				
Mandarin Chinese, Simplified			X (4s)	X				
Mandarin Chinese, Traditional			X (4s)	X				
Mandinka (Mandingo)			X (sl)	X				
Marathi			X (ws)	X				
Marshallese			X (ws)	X				
Mixtec			X (sl)	X				
Mongolian			X (sl)	X				
Mortlockese			X (sl)	X				
Nepali			X (ws)	X				
Norwegian – Bokmal			X (sl)	X				
Norwegian – Nynorsk			X (sl)	X				
Nuer			X (sl)	X				
Nyanja (Chichewa)			X (sl)	X				
Odia (Oriya)			X (sl)	X				
Palauan (Palall)			X (sl)	X				
Pangasinan			X (sl)	X				
Pashto			X (ws)	X				
Persian-Farsi			X (ws)	X				
Pohnpeian			X (sl)	X				
Polish			X (4s)	X				
Portuguese (Brazilian)			X (4s)	X				
Punjabi			X (ws)	X				
Q'anjob'al			X (sl)	X				
Romanian			X (sl)	X				
Russian			X (4s)	X				
Saho			X (sl)	X				
Samoan			X (ws)	X				
Sanskrit			X (sl)	X				
Shona			X (sl)	X				
Sinhala (Sinhalese)			X (sl)	X				
Somali Maay Maay			X (ws)	X				
Somali Maxaa			X (ws)	X				
Soninke			X (sl)	X				
Spanish			X (4s)	X	X			
Swahili			X (ws)	X				
Swazi (siSwati)			X (sl)	X				
Swedish			X (sl)	X				
Sylheti			X (sl)	X				
Tamil			X (ws)	X				
Tatar			X (sl)	X				
Telugu			X (ws)	X				
Thai			X (ws)	X				
Tibetan (Bod-skad)			X (sl)	X				
Tigrinya			X (ws)	X				
Tok Pisin			X (sl)	X				
Tongan			X (sl)	X				
Turkish			X (ws)	X				
Twi			X (sl)	X				
Urdu			X (ws)	X				
Ukrainian			X (ws)	X				
Uzbek			X (sl)	X				
Vietnamese			X (ws)	X				
Visayan (Bisaya)			X (sl)	X				
Waray-Waray			X (sl)	X				
Wolof			X (sl)	X				
Yapese			X (sl)	X				
Yoruba			X (ws)	X				
Yup'ik			X (ws)	X				
Zigula			X (sl)	X				
Zomi			X (ws)	X				
French 1A	X	X		X	X			
French 1B	X	X		X	X			
French 2A	X	X		X	X			
French 2B	X	X		X	X			
German 1A	X	X		X	X			
German 1B	X	X		X	X			
German 2A	X	X		X	X			
German 2B	X	X		X	X			
Japanese 1, Full Year	X			X				
Japanese 2, Full Year	X			X				

Korean 1, Full Year	X			X				
Korean 2, Full Year	X		X	X				
Mandarin Chinese 1, Simplified	X			X				
Mandarin Chinese 1, Traditional	X							
Mandarin Chinese 2, Simplified	X			X				
Mandarin Chinese 2, Traditional	X							
Spanish 1A	X	X		X	X			
Spanish 1B	X	X		X	X			
Spanish 2A	X	X		X	X			
Spanish 2B	X	X		X	X			
Spanish 3A	X	X		X	X			
Spanish 3B	X	X		X	X			
Vietnamese 1A	X			X				
Vietnamese 1B	X			X				
Vietnamese 2A	X			X				
Vietnamese 2B	X			X				
Chinese I A						X	X	
Chinese I B						X	X	
Chinese II A						X	X	
Chinese II B						X	X	
French 1A						X	X	
French 1B						X	X	
French 2A						X	X	
French 2B						X	X	
German 1A						X	X	
German 1B						X	X	
German 2A						X	X	
German 2B						X	X	
Spanish 1A						X	X	
Spanish 1B						X	X	
Spanish 2A						X	X	
Spanish 2B						X	X	

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	School Health Advisory Council
ADMINISTRATOR RESPONSIBLE:	Clint Cypert, Executive Director of Operations for Support Services Vicky Bayer, MSN, RN, NCSN, Director of Health Services
SOAR 2030 STRATEGIC VISION:	Goal 3 – Empowered Learning
LEGAL REVIEW:	N/A

Authority for this Action: BDF (Legal), Board Internal Organization: Citizen Advisory Committees

A board shall establish a local School Health Advisory council (SHAC) to assist a district in ensuring that local community values are reflected in the district's health education instruction. A board shall appoint at least five members to the SHAC. One of those members shall serve as chair or co-chair. A board may also appoint one or more public school teachers, public school administrators, district students, health-care professionals, members of the business community, law enforcement representatives, senior citizens, clergy, representatives of non-profit health organizations, representatives of local domestic violence programs, or representatives of another group.

Summary / Background Information:

The School Health Advisory Council (SHAC) is a group of individuals representing segments of the community and school district which provides advice to the district on coordinated school health programming and its impact on student health and learning. SHAC is a systematic approach of advancing student academic performance by promoting, practicing, and coordinating school health education and services for the benefit and well-being of students in establishing healthy behaviors designed to last a lifetime. The eight components of coordinated school health are health education, healthy and safe school environment, counseling and mental health services, parent and community involvement, staff wellness promotion, health services, physical education and nutrition service.

The Coordinator of School Health for the District, as well as the parent co-chair, worked with the PTA Healthy Lifestyle chairs to solicit participation for the 2026-2027 SHAC.

Attached is a list of 2026-2027 SHAC members for consideration.

Administrative Recommendation:

The administration recommends approval of the School Health Advisory Council as presented by staff.

Proposed Motion:

“Move to approve 2026-2027 membership of the Allen ISD School Health Advisory Council as presented by staff.”

Allen ISD
Where Eagles Soar

2026-2027 School Health Advisory Council

Vicky Bayer: Chair

Sarah Mitchell: School Board Liaison

Name	Allen/Parent	Position/School
Shanna Allen	Parent	Lindsey Elementary
Vicky Bayer	Allen ISD	Director of Health Services
Sarah Mitchell	Allen ISD	Board Member
Monica Haley	Parent	Allen High School
Omar Haque	Parent	Cheatham Elementary
Geoben Johnson	Allen ISD	Health and PR Instructional Specialist
Cindy Napoles	Parent	Ereckson Middle School
Rebekah Palmer-Conway	Parent	Vaughan Elementary
Karin Pascal	Parent	Norton Elementary
Surit Patel	Parent	Bolin Elementary
Kirsten Reitzammer	Allen ISD	Director of Student Nutrition
Tracy Robinson	Parent	Story Elementary
Nalia Syed	Parent	Allen High School
Keith Taylor	Non-Parent	Community Member
Courtney Visalli	Parent	Boon Elementary
Leslie Walker	Parent	Cheatham Elementary
Ya Wen	Parent	Allen High School
Becky Wiginton	Allen ISD	Director of Guidance and Counseling

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Designation of Investment Officers

ADMINISTRATOR RESPONSIBLE: Dr. Kyle Penn, Assistant Superintendent of Business & Technology

SOAR 2030 STRATEGIC VISION: Goal 1-Culture of Excellence

LEGAL REVIEW: N/A

Authority for this Action: **CDA (LOCAL)**

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.

Summary / Background Information:

To provide adequate administering and monitoring of the District's investments per the District's board policies and Texas Public Funds Investment Act, Dr. Kyle Penn – Assistant Superintendent of Business & Technology, Candy Arrington - Executive Director of Finance, and Nicole Irby - Director of Accounting shall be designated as the District's Investment Officers. Designating three officers provides adequate support and backup for investment activities.

Administrative Recommendation:

Administrative staff recommends approval of the attached resolution as a result of the retirement of Sarah Bitting, Director of Accounting.

Proposed Motion:

"Move to approve the resolution designating the investment officers for the Allen Independent School District as recommend by administration."

RESOLUTION

WHEREAS, Section 2256.005 of the Texas Government Code requires the Board of Trustees of the Allen Independent School to designate one or more officers or employees as investment officer(s) of the District; and

WHEREAS, the Investment Officer is responsible for the investment of the District's funds consistent with the District's written investment policy and generally accepted accounting principles; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Allen Independent School District designates Dr. Kyle Penn, Assistant Superintendent of Business & Technology; Candy Arrington, Executive Director of Finance; and Nicole Irby, Director of Accounting to serve as the Investment Officers of the District to invest District funds as directed by the Board.

The authority granted by this resolution is effective until rescinded by the District or the termination of the named person's employment with the District.

DULY PASSED on this 27th day of July, 2026.

FOR _____

AGAINST _____

_____ _____
President, Board of Trustees Date
Allen Independent School District

_____ _____
Secretary, Board of Trustees Date
Allen Independent School District

(District Seal)

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	House Bill 121 Annual Good Cause Exception Resolution
ADMINISTRATOR RESPONSIBLE:	Brent Benningfield, Assistant Superintendent of Operations Clint Cypert, Executive Director of Operations for Support Services Robert Christian, Director of Safe and Secure Schools
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	Abernathy, Roeder, Boyd, and Hullett, P.C.

Authority for this Action: Texas Education Code 37.0814

Summary / Background Information:

The 88th Texas Legislature passed House Bill 3, which creates a mandate for school boards to ensure that at least one-armed security guard is present during regular school hours at each campus. The new law requires that the armed security officer be a commissioned peace officer, namely a school district peace officer, a school resource officer, or a commissioned peace officer employed as security personnel under Texas Education Code 37.081. Texas Education Code 37.0814 provides that if a school district is unable to comply with this requirement, the board may claim a good cause exception if the district's noncompliance is due to lack of availability of funding or qualified personnel. Allen ISD initially claimed a good cause exception in August of 2023, but the 89th Texas Legislature passed House Bill 121, which created a mandate that a board must claim a good cause exception annually to renew the exception.

Administrative Recommendation:

Recommend approval of the following motion:

Proposed Motion:

"Move to approve the required annual resolution to declare a Good Cause Exception for the Armed Security Officer Requirement as recommended by the administration."

ANNUAL RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALLEN INDEPENDENT SCHOOL DISTRICT REGARDING GOOD CAUSE EXCEPTION TO MAINTAIN ARMED SECURITY OFFICER(S) ON EACH DISTRICT CAMPUS.

WHEREAS, the District recognizes the safety and security of all students and staff members is paramount;

WHEREAS the Texas legislature enrolled House Bill 3 ("HB 3") in 2023, which requires a minimum of one, armed security officer during school hours at each District campus, including a school district peace officer; a school resource officer ("SRO"); or an armed commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code (individually or collectively "Security Officer");

WHEREAS, Section 37.0814 of the Texas Education Code, allows the District to declare a good cause exception if the District is not able to comply with the requirement for a Security Officer due to the availability of funding or personnel who qualify to serve as a security officer;

WHEREAS, in August 2023, the Board of Trustees initially adopted a good cause exception due to unavailable staffing to fulfill the requirements of an armed officer at each campus;

WHEREAS, the District maintains Twenty-Four District campuses;

WHEREAS, the local municipalities and the District currently do not have the staffing numbers to fulfill the required Security Officer positions;

WHEREAS, the District does not maintain an internal Allen ISD Police Department served solely by Security Officers;

WHEREAS, the District maintains that armed individuals should be separate and apart from faculty assigned other duties, including but not limited to teachers;

NOW, THEREFORE, BE IT RESOLVED:

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. The Board of Trustees of the Allen Independent School District finds that the District is not able to comply with the requirements set forth in Chapter 37 of the Texas Education Code due to lack of personnel qualified as a Security Officer, and declares good cause exists for an exception to the state law requirements.

3. In declaring a good cause exception exists, the Allen Independent School District adopts a requisite alternative standard authorizing a minimum of one contracted security officer at each campus not staffed by school resource officers, as defined by Texas Occupations Code §1702.322, and completed Level III training courses in accordance with Section 37.081 of Texas Education Code.

4. In declaring a good cause exception and authorizing the commissioned, contracted security officers, the contracted security officers are hereby authorized to carry a firearm on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or educational institution is

being conducted, or a passenger transportation of a school or educational institution under Section 46.03(a)(1)(A) of the Texas Penal Code.

5. In accordance with state law, the Board shall adopt a good cause exception, if necessary, on an annual basis.

6. That it is hereby found, determined and declared that: sufficient written notice of the date, time, place and subject of the meeting of the Allen ISD Board at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code; the meeting has been open to the public as required by law at all times during which this Resolution; and the subject matter thereof has been discussed, considered and formally acted upon. The Allen ISD Board further ratifies, approves and confirms such written notice and posting thereof.

7. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 27th day of July 2026.

By: _____
Dr. Polly Montgomery, President, Board of Trustees of the Allen Independent School District

ATTEST:

By: _____
John Holley, Secretary, Board of Trustees of the Allen Independent School District

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOUMENT TITLE:	Resolution for Transportation Staffing Incentives
ADMINISTRATOR RESPONSIBLE:	Brent Benningfield, Assistant Superintendent of Operations Clint Cypert, Executive Director of Operations for Support Services Karol Day, Director of Transportation
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	Abernathy, Roeder, Boyd, and Hullett, P.C.

Authority for this Action:	DEA (LOCAL) Compensation and Benefits and Hour Laws DEAA (LOCAL) Compensation Plan: Incentives and Stipends

Summary / Background Information:

Allen ISD is experiencing a shortage of qualified CDL holders in the Transportation Department. Sufficient staffing levels in this department are necessary for the continuity of the District's operations. Allen ISD believes that there is a substantial public interest in ensuring the operational continuity of the District by decreasing resignations of current employees and increasing employment applications of qualified personnel to the transportation department, so that the services provided by this department can continue for the 2026-2027 school year.

Funding for this resolution is a part of the 2026-2027 Transportation budget.

Administrative Recommendation:

Recommend consideration of the following motion:

Proposed Motion:

"**Move to approve the Board resolution for the staffing incentive for eligible bus drivers for the 2026-2027 school year."**

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ALLEN INDEPENDENT SCHOOL DISTRICT
DECLARING A PUBLIC PURPOSE FOR
THE EXPENDITURE OF DISTRICT FUNDS FOR
STAFFING INCENTIVES

WHEREAS, the Allen Independent School District is experiencing a driver shortage in the Transportation Department;

WHEREAS, sufficient staffing levels in the specified departments are necessary for the continuity of the Districts operations;

WHEREAS, the Allen ISD Board of Trustees' ("Board") finds that there is a substantial public interest in ensuring the operational continuity of the District by incentivizing the acceptance of employment in certain positions within the specified department for the 2026-2027 school year;

WHEREAS, the Allen ISD Board also finds that there is a substantial public interest, not to benefit private parties, in ensuring the operational continuity of the District by decreasing resignations of current employees and increasing employment applications in the specified department such that the services provided by those departments can continue;

WHEREAS, pursuant to Texas Education Code 44.052(c), an Allen ISD Board member may not approve any expenditure of school funds in excess of the item or items appropriated in the adopted budget or a supplementary or amended budget;

WHEREAS, the Allen ISD Board has placed sufficient controls on expenditures to ensure funds are not spent prior to the Board's approval or amendment of the annual budget; and

WHEREAS, the Allen ISD Board is of the opinion and finds that it retains sufficient controls to ensure that such public purposes are accomplished with a return benefit to be received by Allen ISD.

Be it resolved,

1. That all the above-referenced paragraphs, findings and recitals are incorporated into and made part of this resolution.
2. That the Allen ISD Board finds a substantial public purpose in ensuring the operational continuity of the District by incentivizing employment and decreasing resignations in the specified department.
3. That in furtherance of the public purpose so stated in this resolution, all CDL holders that regularly drive routes, with a valid CDL and all required endorsements who are employed by the Allen ISD Transportations Department during 2026-2027 school year shall receive a $1,000 staffing incentive (subject to applicable taxes) in addition to their regular wages, payable as follows:
    a. for those employed in an eligible position on or before October 1, 2026:
        i. $250 on October 15, 2026
        ii. $500 on January 15, 2027

iii. $250 on June 15, 2027

b. for those who begin employment in an eligible position between October 2, 2026 and January 4, 2027:

i. $500 on January 15, 2027

ii. $500 on June 15, 2027

c. for those who begin employment in an eligible position between January 5, 2027 and March 31, 2027:

i. $500 on June 15, 2027

4. That eligible employees must remain employed without submittal of a resignation as of the date of payment or the last day of the employee's workday calendar, whichever occurs first.
5. That the Superintendent is directed to take necessary and appropriate measures to assure the payment of the employees described above in accordance with the Resolution.
6. That the Superintendent is directed to develop procedures for disqualifying eligible employees who do not meet expectations for staff attendance from receiving the incentive.
7. That the execution of this Resolution shall evidence the action by the Allen ISD Board to establish procedures ensuring sufficient controls on such expenditures such that the identified public purpose is accomplished.

RESOLVED THIS THE 27th day of July, 2026.

By: _____
Dr. Polly Montgomery, President
Board of Trustees of the
Allen Independent School District

ATTEST:

_____
John Holley, Secretary
Board of Trustees of the
Allen Independent School District

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Resolution Authorizing Submission of District Audit Report
ADMINISTRATOR RESPONSIBLE:	Clint Cypert, Executive Director of Operations for Support Services
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	N/A

Authority for this Action: CK (LEGAL), Safety Program / Risk Management

Summary / Background Information:

Texas Education Code Section 37.108 requires school districts to conduct safety and security audits of their facilities at least once every three years and to report the results to the Texas School Safety Center (TxSCC). The district's Safety and Security Committee has reviewed the District Safety and Security Audit Report to be submitted to the Texas School Safety Center in accordance with Texas Education Code 37.109 (b) (3) and (4) and the Board of Trustees have received a report of the results of safety and security audit pursuant to Texas Education Code Section 37.108 (c).

Texas Education Code Section 37.108 grants the Texas School Safety Center the authority to determine manner of submission. Senate Bill 11 amended Texas Education Code section 37.108, requiring the district's board of trustees and superintendent sign the district audit report submitted to the Texas School Safety Center. The Texas School Safety Center requires an electronic submission which does not provide for written signatures.

Administrative Recommendation:

Administration recommends approval of the following motion.

Proposed Motion:

"Move to approve the resolution authorizing submission of the Safety and Security Audit Report in the manner required by the Texas School Safety Center as presented by District administrative staff."

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALLEN INDEPENDENT SCHOOL DISTRICT AUTHORIZING SUBMISSION OF THE SAFETY AND SECURITY AUDIT REPORT IN THE MANNER REQUIRED BY THE TEXAS SCHOOL SAFETY CENTER

WHEREAS, Texas Education Code Section 37.108 (b) requires each school district to conduct a safety and security audit of the District facilities;

WHEREAS, the Allen Independent School District's Safety and Security Committee has reviewed the District Audit Report to be submitted to the Texas School Safety Center in accordance with Texas Education Code 37.109 (b) (3) and (4);

WHEREAS, the Board of Trustees have received a report of the results of Safety and Security Audit pursuant to Texas Education Code Section 37.108 (c);

WHEREAS, Texas Education Code Section 37.108 requires the District Audit Report to be provided to the Texas School Safety Center, in a manner provided by the Texas School Safety Center which is currently by electronic submission;

WHEREAS, Senate Bill 11 amended Texas Education Code section 37.108, requiring the district's Board of Trustees and Superintendent sign the District Audit Report submitted to the Texas School Safety Center; and

WHEREAS, the electronic submittal process required by Texas School Safety Center does not currently provide for the submission of the report with required signatures.

NOW THEREFORE BE IT RESOLVED, the Board hereby accepts the District's Audit Report for submission to the Texas School Safety Center in accordance with Texas Education Code Section 37.108 (c) due on or before September 15, 2026.

RESOLVED THIS THE 27th day of July, 2026.

By: _____

Allen Independent School District Board of Trustees, President

Attest: _____

Allen Independent School District Board of Trustees, Secretary

By: _____

Allen Independent School District Superintendent

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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Student Code of Conduct 2026-2027

ADMINISTRATOR RESPONSIBLE: Jessica Warlick, Director of Student Services

STRATEGIC PLAN REFERENCE: Strategic Goal 1: Student Learning

LEGAL REVIEW: Abernathy, Roeder, Boyd, Hullett

Authority for this Action: FO(LEGAL) and FO(LOCAL)

The Board shall adopt a Student Code of Conduct for the District, with the advice of its District-level committee.

Summary / Background Information:

The purpose of the Student Code of Conduct is to set district expectations for student behavior to promote a safe, secure, and optimal learning environment for all students. The District expects students to adhere to seven basic standards of conduct: (1) exercise self-control, self-respect, and self-discipline, (2) demonstrate a positive attitude, (3) respect the rights and feelings of others, (4) respect school property and the property of others, (5) support the learning process, (6) adhere to rules, and (7) promote a safe environment.

The Allen ISD Student Code of Conduct is reviewed and revised annually and shall be approved by the Board of Trustees.

The Student Code of Conduct was updated in July in a limited way based on anticipated Board policy revisions regarding discipline appeals and to add some expanded language to the e-cigarette definition.

Administrative Recommendation:

The administration recommends approval of the 2026-2027 Student Code of Conduct as presented by staff.

Proposed motion: "I move to approve the 2026-2027 Student Code of Conduct as presented by staff."

Allen ISD

Student Code of Conduct

2026-2027

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This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign the acknowledgement form in Skyward Family Access. Please contact your student's teacher or campus administrator if you have any questions about the Code.

I have read and understand the Allen Independent School District's Student Code of Conduct for the 2026-2027 school year. I understand that (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during online or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring completely off-campus, including certain electronic communications and postings, conduct that threatens the safety of other students or staff members, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

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General Overview

Purpose

The Board of Trustees adopted this Student Code of Conduct (SCC) to promote a safe, secure, and optimal learning environment for all students. Inside you will find information regarding:

- The District-wide discipline management plan,
- A description of prohibited conduct,
- The disciplinary options, methods, and consequences for preventing and addressing student misconduct, and
- The process the District will follow when administering disciplinary consequences.

If there is a conflict between the SCC and the Student Handbook, the terms of the SCC will control. If there is a conflict between the SCC and local District policy, the more recently adopted item will control.

Additional Rules

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct threatens students or staff or disrupts or interferes with the educational process, learning environment, or school safety.

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General Standards of Student Conduct

In order to promote a positive educational experience for all students, the District expects students to adhere to seven basic standards of conduct: (1) exercise self-control, self-respect, and self-discipline, (2) demonstrate a positive attitude, (3) respect the rights and feelings of others, (4) respect school property and the property of others, (5) support the learning process, (6) adhere to rules, and (7) promote a safe environment that does not threaten school safety. Because of significant variations in student conduct, it is not always possible for the SCC to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these seven standards even though the conduct may not be specifically included in the SCC.

Notice of Disciplinary Action

Teachers and administrators strive to notify parents/guardians of student conduct concerns as they occur. If a student is placed in in-school or out-of-school suspension, placed in a disciplinary alternative education program, expelled from school, assigned to a juvenile justice alternative education program, or taken into custody by a law enforcement officer, the campus administrator will promptly contact the parent/guardian by phone or in person and will also make a good faith effort to provide the student with written notice of the disciplinary action to be delivered to the parent/guardian on the same day the consequence is assigned or recommended. If the parent/guardian is not reached by phone or in person by 5:00 p.m. on the first business day after the disciplinary consequence is assigned or recommended, written notice will be sent to the parent's/guardian's last known address. Failure to send any notice within this time period or as noted elsewhere in the SCC does not preclude imposing a discipline consequence. A school district that receives a bomb threat or terroristic threat relating to a campus or other district facility at which students are present shall provide notification of the threat as soon as possible to the parent(s), guardian(s), or other person(s) standing in parental relation to each student who is assigned to the campus or who regularly uses the facility.

Anti-Discrimination

The District does not discriminate against students on the basis of race, sex, national origin, disability, religion, age, color, or ethnicity when enforcing the provisions of the SCC.

Discipline of Students with Special Needs

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Executive Director of Special Services.

Discipline Appeals

Appeals of disciplinary measures should be directed to the student's teacher or campus administrator, as described in local District policies FNG, FOC, or FOD as appropriate. Depending on the disciplinary consequence assigned, different complaint procedures may apply. A copy of the appropriate policy is available at the campus or central administration office or online at http://www.allenisd.org. Please note that the email address and dedicated phone number of the campus behavior coordinator or campus administrator responsible for student discipline is listed on the campus homepage. Timelines for filing appeals stated in the policy will be enforced. Disciplinary consequences will not be delayed or deferred pending the outcome of an appeal.

The Board of Trustees, in accordance with Board policies and through adoption of the Student Code of Conduct, has determined that an appeal of an in-school suspension, out of school suspension, or DAEP placement decision shall end at their appointed designee. Through adoption of this Student Code of Conduct, the Board has designated the Deputy Superintendent or the Executive Director of School Leadership as the Board's designee for the purpose of hearing and deciding DAEP appeals, until the time that a new Deputy Superintendent is named. Additionally, through the adoption of this Student Code of Conduct, the Board has designated the campus principal for which the Student is assigned for all campus-level discipline such as ISS and OSS. The appeals process ends at the levels specified herein and are final and not able to be appealed.

Effect of Student Withdrawal

Withdrawal from school after a student has been accused of a violation of the SCC will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequence and enforcing that consequence should the student re-enroll in the District, and/or forwarding any order of a disciplinary consequence to a future school in which a student enrolls.

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Scope of the District's Disciplinary Authority

General Authority

In addition to the disciplinary authority established for certain types of offenses as described within the SCC, the District has general disciplinary authority over a student at the following times:

- At any time during the school day.
- While traveling on District owned or operated transportation or during school-related travel.
- While attending any school-sponsored or school-related activity, regardless of time or location.
- As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines.
- During lunch periods, including those in which a student leaves the campus.

- While on school property.
- For any school-related misconduct, regardless of time or location.
- During online or other types of remote instruction.
- Other off campus conduct as authorized and defined by Chapter 37 of the Texas Education Code, including cyberbullying.
- For certain offenses against other students and school employees, regardless of time or location.
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
- Conduct that threatens the safety of other students or staff members, regardless of the location.
- For certain criminal offenses, regardless of time or location.
- If the student is a registered sex offender.
- To include all areas which are considered unsupervised areas at a campus.

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Searches

A student's clothing, personal property, electronic equipment, or method of transportation may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District or other violations of school rules. School property used by the student, such as lockers, desks, or school-owned electronic equipment, may be searched when deemed necessary by the campus administration. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and policy FNF (Local).

Criminal Conduct

School administrators will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations of the SCC. Because school discipline is independent of criminal proceedings, disciplinary consequences will not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Finally, as the District expects its students to adhere to certain standards of conduct, the District also expects that parents of our students and other visitors will comply with similar standards of conduct and civility expected of our students. Accordingly, a school administrator, resource officer, or school district peace officer may refuse to allow a person to enter or may eject a person from any property under the control of the school district if the person refuses to leave peaceably upon request, and 1) the person poses a substantial risk of harm to themselves or others, or 2) is behaving in a way that is inappropriate for a school setting. A person behaving inappropriately for a school setting may be removed if, prior to the person being removed from District property, 1) the school employee issued a verbal warning that the behavior was inappropriate and could lead to the

person's removal of the individual and 2) the person persisted in the behavior. Any person removed from District property may appeal such removal under Board policy FNG (Local) or (GF) (Local) and shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it.

Discipline Considerations & Techniques

Discipline Considerations

Using their professional judgment, campus behavior coordinators or other appropriate administrators will consider a variety of factors when administering disciplinary consequences and determining the duration of the consequence, including but not limited to:

- the degree of severity and risk of danger.
- the effect of the misconduct.
- the age and grade level of the student.
- legal requirements.
- the frequency of the misconduct.
- the student's demeanor.

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- the possibility of disruption of the school environment.
- whether the conduct was motivated by antisemitism (see definitions).

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider, in addition to the factors above: (1) self-defense (see definitions), (2) the student's intent (see definitions) or lack of intent at the time of the misconduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (see definitions) will not be disciplined on the basis of using reasonable self-defense (see definitions) in response to the bullying, as determined by the campus administration.

The District will also establish a "threat assessment and safe and supportive school team" to serve at each campus of the district and will adopt policies and procedures for the teams. The team is responsible for developing and implementing the safe and supportive school program, as well as conducting threat assessments. These will include assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior, gathering and analyzing data to determine the level of risk and appropriate intervention (including referring a student for mental health assessment and

implementing an escalation procedure, if appropriate based on the team's assessment), and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student of the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to: (1) participate in the assessment, either in person or remotely; and (2) submit to the team information regarding the student. After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.

Finally, security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct. See job duties listed below:

Assist in security efforts to provide a safe and secure environment on all assigned school facilities and take enforcement action on criminal matters when appropriate.

Discipline Management Techniques

Discipline is designed to correct student behavior and encourage students to comply with school rules. The District may use any one or a combination of the following strategies or techniques to manage student behavior, prevent or intervene in discipline problems, or address violations of the SCC or campus or classroom rules:

- Verbal correction.
- Seating changes.
- Parent conferences.
- Removal from the classroom.
- Sending the student to the office or other area.
- Transfer to a different classroom or campus.
- Assignment to an alternate setting.
- Behavior modification contracts or improvement plans.
- Separation or "stay away" agreements or orders.
- Assignment of school-related tasks, services, or duties.

- Confiscation of items.
- Restitution or restoration.
- School probation.
- Revocation of interdistrict transfer, as permitted by state law or local DOI Plan, if applicable.
- Calming-down time.
- Lunch detention.
- After-school detention.
- Restorative practices.
- Demerits or rewards.
- Positive behavior interventions.
- Mediation. 80
- Peer mentoring.
- Training in conflict management, social skills, managing emotions, and impulse control.
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities.
- Counseling.
- Suspension from participation in UIL or district extracurricular activities.
- Grade penalties as permitted by policy.
- Detention.
- Revocation of transportation privileges.
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines.

- In-school suspension.
- Out-of-school suspension.
- Disciplinary Alternative Education Program (DAEP).
- Expulsion.
- Physical restraint.
- Referral to criminal trespass warning.
- Adjustment to conduct and/or citizenship grades.
- Other methods and consequences as stated in the SCC.

State law includes a list of prohibited "aversive" disciplinary techniques, defined as those "intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting on a student significant physical or emotional discomfort or pain". While school districts may still utilize corporal punishment or legally permissible restraints, all other techniques listed in state law and below are explicitly prohibited and will not be utilized. For a full list of these prohibited "aversive" discipline techniques, see Board policy FO (LEGAL) online at http://www.allenisd.org.

General Types of Prohibited Conduct

Misconduct Involving Others

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more "Discipline Management Techniques" if the behavior is committed at school, a school-sponsored or school-related activity, during school-related travel, while traveling on District owned or operated transportation, or when the District has "Disciplinary Authority" as described previously in the SCC.

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or actually causes injury to others.
- Fighting (see definitions) or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition.
- Hitting, pushing, or attempting to hurt another student in any way.
- Engaging in conduct that can or does cause bodily injury (see definitions).
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail.

- Subjecting a student or District employee, official, or volunteer to physical harm, confinement or restraint.
- Bullying (see definitions).
- Cyberbullying (see definitions), including conduct that interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.
- Name-calling, ethnic or racial slurs, making racial comments to another student or employee, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence.
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer.
- Engaging in harassment (see definitions) toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age.
- Engaging in sexual harassment (see definitions) or sexual abuse.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

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- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older created by using A.I. without the student's consent.
- Invasive visual recording (see definitions).
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual.
- Touching one's own private body parts in a sexual manner.
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment.
- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship.
- Engaging in oral or written threats to cause harm or bodily injury (see definitions) to another student, a District employee, official, or volunteer, or school property, including threats made on or off campus, using the Internet or other technology resources, including messaging apps, postings, or any kind of social media.

Possessing, Using, Giving, Selling, Buying, or Offering to Sell or Buy Prohibited Items	• Engaging in oral or written threats of any kind of violence, violent acts, or harm to another student or staff member, whether or not such threats are meant to be taken seriously. • Preparing a hit list (see definitions). • Wrongfully obtaining and using another person's identifying information or personal data without permission. • Hazing (see definitions). • Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying. • Matches or a lighter. • Tobacco products. • Electronic cigarettes (see definitions), electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, vials, cartridges, or "pens" with liquid or any other types of material for use in such devices • Fireworks or any other pyrotechnic device. • Smoke or stink bombs. • Laser pointers (unauthorized use). • Pepper spray or other small chemical dispenser sold commercially for personal protection. • "Look-alike" drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy. • Prescription drugs except as permitted by District policy. • Less than a useable amount of stems, seeds, or other pieces of marijuana. • Paraphernalia (see definitions) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.

- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption".
- Razor blades, box cutters, or chains.
- Knives with a blade 5 ½ inches or less.
- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear.
- Fake or “look-alike” weapons.
- Deadly weapons (see definitions).
- Poisons, caustic acids, or other materials that may be toxic to the human body.
- BB gun, air gun, or stun gun.
- Ammunition, shells, bullets, or gunpowder.
- Clubs, knuckles, firearm silencers, or similar dangerous weapons.
- Electronic games, iPads, MP3 players, stereo head sets, ear pods, air pods, or any other electronic equipment for other than approved use.
- Material that is sexually-oriented, pornographic, obscene, or reveals a person's private body parts, including material created by A.I.
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety.
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another.
- Using, displaying, or having in operational mode a cellular telephone or telecommunications device (see definitions) at school during the school day, including using a cellular telephone to film other students and/or District employees.

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Misuse of Property

- Stealing from others, including the District.

Safety / Disruption	• Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony. • Damaging, destroying, or vandalizing property owned by others or the District. • Committing criminal mischief with damage in an amount less than $2500. • Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means. • Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief. • Threatening to use or exhibit a firearm. • Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency. • Making or participating in false statements, hoaxes, or jokes regarding threats to other students and/or school safety. • Making threats regarding school safety or harm to students and/or employees, regardless of intent. • Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence. • Throwing objects that can cause bodily injury or property damage. • Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer.
Technology	• Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (see definitions). • Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator. • Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct.

- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded.
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing.
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or social media account or post one or more messages on a website or social media account without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another.
- Using email, websites, social media, messaging apps, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety.
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means.
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material.
- Using A.I. in any way that harms other students, disrupts school operations, or otherwise violates provisions of this code of conduct or the District's Acceptable Use Policy.

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- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website or social media accounts.
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials or when such conduct is school-related and/or falls under the jurisdiction of the school, as described at the beginning of this SCC.
- NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not show, provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.

Failure to Follow Rules

- Violating dress and grooming criteria.
- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel.
- Attempting to or successfully evading, avoiding, or delaying questioning by a District employee or providing inaccurate information when questioned about possible violations of the SCC.

Other Misconduct	• Failing to provide proper identification upon request of a District employee. • Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation. • Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others. • Unexcused tardiness to class. • Skipping school or class without the District's or parent/guardian's permission. • Leaving class, the campus, or school events without permission. • Enticing or preventing another student from attending school, class, or a school activity the student is required to attend. • Violating rules for conduct on school owned or operated transportation. • Violating rules for operating or parking a motor vehicle on school property. • Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices. 87 • Violating the District's medications policy regarding prescription and over-the-counter drugs. • Academic dishonesty, including cheating, copying the work of another, plagiarism, use of A.I. to complete assignments, or unauthorized collaboration with another person in preparing an assignment. • Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events. • Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items. • Violating other campus or classroom rules for behavior or district policies. • Using profanity, vulgar language, or obscene gestures. • Loitering in unauthorized areas.

- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees.
- Gambling or betting money or other things of value.
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing.
- Taking one or more steps toward violating the SCC even if the student fails to complete the intended misconduct.

Removal from District Transportation

Reasons for Removal

Appropriate student behavior is essential to the safe operation of District transportation. Students must comply with the expectations of the SCC while using District transportation. In addition to compliance with the SCC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop.
- Remain seated in designated seats facing forward.
- Keep aisles clear of books, bags, instruments, feet, or other obstructions.
- Comply with lawful directives issued by the driver.
- Follow the driver's rules for food or beverages.
- Do not extend any body part, clothing, or other article outside of the transportation.
- Keep hands, feet, other body parts, or objects to yourself.
- Refrain from making loud or distracting noises.
- Do not obstruct the driver's view.
- Do not throw objects inside the transportation or out of the windows or doors.
- Do not mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment.

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Procedure for Removal

A driver of District owned or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or

when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include temporarily suspending or permanently revoking school transportation privileges.

The student will be informed of the reason for suspension or revocation of transportation privileges and will be given the opportunity to respond before the administrator's decision is final. Suspension of transportation privileges does not excuse a student from attending school. It is the responsibility of the parent/guardian and/or student to make alternate transportation arrangements to and from school.

Removal from Classroom by Teacher

Ordinary Teacher Removal

A teacher may send a student to the campus administrator's office to maintain discipline in the classroom or when the student engages in behavior that violates the SCC. For these informal removals, the administrator will use one or more discipline management techniques to address and improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the administrator will employ other discipline techniques or progressive interventions to improve the student's conduct.

Formal Teacher Removal

A teacher may remove a student from class when:

- The student repeatedly interferes with the teacher's communication or student learning.
- The student engages in conduct that constitutes bullying as defined by law.
- The student demonstrates behavior that is unruly, disruptive or abusive toward the teacher, another adult, or another student.

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A teacher may remove a student from class based on a single incident of behavior described above. A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A teacher must remove a student from class if the student engages in conduct that requires or permits DAEP placement or expulsion under the Texas Education Code, in which case the procedures for DAEP placement or expulsion will apply.

Placement During Removal

When a teacher utilizes a formal removal of the student from the classroom, the administrator may place the student in: (1) another appropriate classroom, (2) in-school suspension, (3) out-of-school suspension, or (4) DAEP.

Procedures for Teacher Removal

No later than three school days after a teacher has formally removed a student from class, an administrator will schedule a conference with the campus behavior coordinator or other administrator, the student's parent/guardian, the student, and the teacher. At the conference, the student will be provided an explanation of the basis for removal and be given an opportunity to respond, the teacher must also be given an opportunity to participate, and a return to class plan must be discussed. After the conference, the campus behavior coordinator or designee will render a discipline decision and inform the student and parent/guardian of the consequences.

A student who is sent to the campus behavior coordinator's or other administrator's office through an ordinary or a formal teacher removal from class is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law.

Return to the Classroom

The principal may not return the student to the teacher's class without the teacher's written consent unless the Placement Review Committee determines that such placement is the best or only alternative available, a conference is held within three school days of the removal in which the teacher has been provided an opportunity to participate, and a return to class plan has been prepared for that student. The return to class plan must be created before or during the conference and discussed at the conference. At the conference, the principal or other appropriate administrator must notify the student and parent of the right to appeal the removal. The terms of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.

A student may appeal the student's removal from class under this section to the placement review committee or to the campus's threat assessment and safe and supportive school team established in accordance with state law, as determined by board policy.

If the teacher removed the student from class because the student engaged in assault resulting in bodily injury, aggravated assault, sexual assault, or aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent.

In-School Suspension (ISS)

Reasons for ISS

Students may be placed in ISS for any misconduct listed in any category of the SCC. ISS assignments are not subject to any time limit.

A student who possesses or uses an e-cigarette (see definitions) and who is not placed in a disciplinary alternative education program for the first-time offense, must be placed in in-school suspension for a period of at least 10 school days.

Procedure for ISS

The student will be informed of the reason for placement in ISS and be given an opportunity to respond. While in ISS the student will complete assignments from his or her teacher, and the campus administrator may place restrictions on the student's participation in school-sponsored or school-related activities.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date the ISS placement begins in order to evaluate the educational progress of the student and to determine if continued ISS is appropriate. If the principal or other appropriate administrator determines that continued ISS is appropriate, he or she shall document the determination.

Notice for ISS

On the day the consequence is assigned, the campus behavior coordinator or other appropriate administrator will contact the parent/guardian by phone or in person and will also make a good faith effort to provide the student with written notice of the disciplinary action to be delivered to the parent/guardian that same day. If the parent/guardian is not reached by phone or in person by 5:00 p.m. on that day, written notice will be sent to the parent's/guardian's last known address, via mail or electronically. Failure to send any notice within this time period or as noted elsewhere in the SCC does not preclude imposing

the ISS discipline consequence.

Out-of-School Suspension (OSS)

Reasons for OSS	Students may be suspended from school for any misconduct listed in any category of the SCC.
Procedure for OSS	The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school-sponsored or school-related activities. Students may be suspended for a maximum of three school days at a time.
Notice for OSS	On the day the consequence is assigned, the campus behavior coordinator or other appropriate administrator will contact the parent/guardian by phone or in person and will also make a good faith effort to provide the student with written notice of the disciplinary action to be delivered to the parent/guardian that same day. If the parent/guardian is not reached by phone or in person by 5:00 p.m. on that day, written notice will be sent to the parent's/guardian's last known address, via mail or electronically. Failure to send any notice within this time period or as noted elsewhere in the SCC does not preclude imposing the OSS consequence. Upon receiving a written request from a student's parent or guardian, the principal or other appropriate administrator may, at his or her sole discretion, reassign a student placed in out-of-school suspension to ISS if the student's parent or guardian demonstrates through supporting information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. If the administrator decides on ISS instead, the alternative placement may be used only in extenuating circumstances and may not be used as a routine replacement for out-of-school suspension. The school district shall maintain documentation of each such reassignment, including the parent's request, the reason for the parent's unavailability, and all supporting information and documentation.
Assignments During ISS and OSS	The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all course work provided in the classes in the foundation curriculum that the student misses as a result of the suspension, including at least one option for receiving the course work that does not require the use of the Internet. The District will provide a student placed in ISS with appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program and continue to have an opportunity to progress in the general curriculum.
Grade Level and Other Restrictions on Suspension	A student who is in second grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons, engages in conduct that threatens the immediate health and safety of other students in the classroom, engages in documented conduct that results in repeated or significant disruption to the classroom, or engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic

beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons, engages in conduct that threatens the immediate health and safety of other students in the classroom, engages in documented conduct that results in reapeated or significant disruption to the classroom, or engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

Disciplinary Alternative Education Program (DAEP)

Reasons for Mandatory DAEP Placement

School-Related Subject to the requirements of Texas Education Code, Section 37.009 (a), a student must be placed in DAEP for any of the following misconduct if committed while on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engages in conduct punishable as a felony.
- Commits an assault (see definitions) resulting in bodily injury (see definitions) against another.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), in any amount not punishable as a felony.

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- Sells, gives, or delivers to another person an e-cigarette (see definitions).
- Sells, gives, delivers, possesses, uses, is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Possesses or uses an e-cigarette (see definitions) other than a first-time offense.
- Engages in an offense relating to abusable volatile chemicals (see definitions).
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code (see definitions), against an employee of the school district.
- Engages in public lewdness (see definitions).
- Engages in indecent exposure (see definitions).
- Possesses, other than on his or her person, or uses a firearm (see definitions) as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense.

- Possesses, other than on his or her person, or uses a knife with a blade over 5½".

- Engages in expellable conduct if the student is between six and nine years of age.

- Engages in a federal firearm offense if the student is six years of age or younger.

A student must be placed in DAEP for engaging in a Title 5 (see definitions) felony offense, aggravated robbery, deadly conduct, disorderly conduct involving a firearm, or unlawfully carrying weapons as defined by the Penal Code (see definitions) while off-campus and not in attendance at a school-sponsored or school-related activity if:

- **Off-Campus** The student receives deferred prosecution,

- A court or jury finds the student engaged in delinquent conduct, or

- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code).

A student must be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- **Regardless of Location** Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school. 93

- Engages in the criminal offense of harassment as defined by law (see definitions) against any school employee or volunteer.

- Engages in the criminal offense of retaliation as defined by law (see definitions) against any school employee or volunteer.

- Is a registered sex offender (see definitions) under court supervision, probation, community supervision, or parole.

Students who are: (1) convicted of continuous sexual abuse of a young child or children; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Placement in this circumstance may be for any length of time considered necessary.

Reasons for Discretionary DAEP Placement

School-Related Possessing or using an e-cigarette (see definitions) for a first-time offense.

A student may be placed in DAEP for any of the following misconduct if committed while on school property, or while attending a school-sponsored or school-related activity on or off school property:

- Committing any offense included in the list of "General Types of Prohibited Misconduct" in this SCC.

- Engaging in persistent (see definitions) misbehavior that violates this SCC.

- Engaging in criminal mischief if the damage is less than $2500.

- Engaging in conduct that contains the elements of the offense of disruption of classes as defined by law (see definitions) unless the student is younger than 12 years of age at the time of the offense.

- Engaging in conduct that contains the elements of the offense of disruptive activities as defined by law (see definitions).

A student may be placed in DAEP for engaging in the following misconduct while off-campus and not in attendance at a school-sponsored or school-related activity:

- **Off-Campus** The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student's continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process.

- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred.

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A student may be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- **Regardless of Location** A student who is a registered sex offender (see definitions) and who is not under any form of court supervision may be placed in DAEP at the discretion of the District. A student who is a registered sex offender and who is not under any form of court supervision, may be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process, and if such placement is not contrary to the best interests of the District's students.

- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide.

- Incites violence against a student through group bullying.

- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

- Is involved with a public school fraternity, sorority, secret society, or gang (see definitions), including participating as a member or pledge, or soliciting another person to become a member or pledge.

- Is involved in criminal street gang activity (see definition).

Emergency DAEP Placement	An administrator may order an emergency DAEP placement if the student has been so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the class, the learning of other students, or the operation of a school-related or a school-sponsored activity. The reason for emergency placement must also be a reason for which DAEP placement could be ordered on a non-emergency basis. At the time of the emergency placement, the student will be told the reason for the action. No later than the tenth day after the date of emergency DAEP placement, the student will be given a conference as required for regular placement in DAEP; see below.
Procedure for DAEP Placement	**Conference** No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend. On placement of a student in a disciplinary alternative education program, the school district shall provide information to the student's parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student under the Texas Education Code, Section 29.004. If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted and additional discipline may be imposed. 95 **Interim Placement** Until a placement conference can be held, the student may be placed in another appropriate classroom, in-school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference. **DAEP Placement Order** If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency. A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.
Length of DAEP Placement	The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. All DAEP placements will result in placement for up to 90 school days. If the DAEP is at capacity at the time a DAEP placement decision is made for a student who engaged in conduct related to marijuana, a vape, alcohol, or an abusable chemical, the student shall be:

- (1) placed in in-school suspension; and

- (2) if a position becomes available in the DAEP program before the expiration of the placement period, transferred back to the DAEP for the remainder of the placement order.

If the DAEP is at capacity at the time a DAEP decision is made for a student who engaged in conduct described under Section 37.007 that constitutes violent conduct, as defined by commissioner rule or administrator discretion in the absence of commissioner rule, a student who has been placed in the program for conduct related to marijuana, a vape, alcohol, or an abusable chemical:

- (1) may be removed from the DAEP and placed in in-school suspension to make space in the DAEP available for the student who engaged in violent conduct; and

- (2) if removed from the DAEP for this reason, shall be returned to the DAEP if space becomes available prior to the end of the placement period.

Successful completion of school days will be determined at the discretion of the District. The length of DAEP placement may not exceed one year unless, after review, the District determines that the student is a threat to the safety of other students or District employees.

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that: (1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or (2) the student engaged in serious or persistent misbehavior that violates the SCC. For purposes of this paragraph only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or more violations of the SCC or repeated occurrences of the same violation.

If the DAEP placement extends beyond 60 days or the end of the next grading period, whichever is sooner, the student or the student's parent/guardian may participate in a proceeding before the Board or Board's designee as provided in policy FNG (LOCAL). Any decision of the Board is final and may not be appealed.

Particular Rules for Registered Sex Offenders

The general SCC rules for DAEP placement apply to registered student sex offenders (see definitions) except as modified in this section.

Placement Registered sex offenders will be placed in a Juvenile Justice Alternative Education Program (JJAEP) in lieu of DAEP if: (1) ordered to attend JJAEP by a court, or (2) if permitted by agreement between the District and the JJAEP.

Length of Placement Registered sex offenders under court supervision will be placed in DAEP for a minimum of one semester. Registered sex offenders who are not under any form of court supervision but who are assigned to DAEP must serve a length of placement to be determined by the Campus Behavior Coordinator or other appropriate administrator.

Transfers Registered sex offenders under court supervision that transfer into the District will be required to complete the

DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP. In making a decision regarding the placement of a registered sex offender that transfers into the District, the District will consider the recommendation of the review committee as described in the "Periodic Review for Sex Offenders" section below.

Registered sex offenders who are not under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP. In making a decision regarding the placement of a registered sex offender that transfers into the District, the District will consider the recommendation of the review committee as described in the "Periodic Review for Sex Offenders" section below.

Periodic Review for Registered Sex Offenders At the end of the first semester of DAEP placement, a review committee will determine by majority vote and recommend to the appropriate administrator whether the student should remain in DAEP or be returned to the regular classroom. The appropriate administrator will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, the appropriate administrator will follow the committee's decision to continue the student's placement in DAEP unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students.

If the student remains in DAEP, the review committee will re-consider the student's placement before the beginning of the next school year.

Appeals for Registered Sex Offenders DAEP placement may be appealed as described in District policy FNG or FOC. However, the appeal is limited to the factual question of whether the student is required to register as a sex offender under the law. A decision of the District's Board of Trustees is final and may not be appealed.

Other DAEP Issues

Grade Levels Elementary students in kindergarten through grade 6 will not be placed in DAEP with secondary students in grade 7 through grade 12.

No Participation in Extracurricular Activities While in DAEP Students placed in DAEP for any mandatory or discretionary reasons are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

Impact on Graduation For graduating seniors who are in DAEP during the last week of school, the DAEP placement will continue through the last instructional day. The student will be allowed to participate in commencement exercises and related graduation activities unless otherwise specified in the DAEP placement order.

Transportation A student placed in DAEP will not be provided transportation unless the student has an IEP that requires special transportation designated as a related service.

Periodic Review The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the

regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Coursework Opportunity Students placed in DAEP will have an opportunity to complete coursework required for graduation, at no cost to the student, before the beginning of the next school year.

Transition from DAEP As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, school resource officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

Transition Plan Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and the provision of information to the student's parent or person standing in parental relationship to the student about the process to request a full individual and initial evaluation of the student for purposes of special education services under Texas Education Code, Section 29.004. The transition plan may include recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

Effect of Student Withdrawal When a student withdraws from school before a DAEP placement order is completed, the District may complete the proceedings and issue a DAEP placement order. If the student re-enrolls in the District during the same or subsequent school year, the District may enforce the DAEP placement order at that time, minus any portion of the placement that was served by the student during enrollment in another district.

If the administrator does not issue a DAEP placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP placement order.

Student Transfers Students assigned to DAEP in another Texas district, a Texas open-enrollment charter school, or an out-of-state school district at the time of enrollment into the District will be placed into the District's DAEP to complete the term of their DAEP placement. In order to continue an out-of-state DAEP placement, the basis for the DAEP placement must also be a reason for DAEP placement in the enrolling district. If the out-of-state DAEP placement period exceeds one year, the District will reduce the period of placement so that the total placement does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interests of the student.

Summer School Students in DAEP during summer programs will be served alongside other students not assigned to DAEP.

Summer Activities Students whose DAEP placement continues past the end of the school year and into the next school year will not be permitted to participate in school-related activities occurring during summer months, including team camps, clinics, practices, and workouts.

Criminal Proceedings The review and appeal process described below is limited to retaliation or off-campus misconduct. It does not apply if the student was placed in DAEP as required by law for conduct occurring on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school.

If the District receives notice that prosecution of a student's case was refused and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated or a court or jury found the student not guilty or that the student did not engage in delinquent conduct or conduct indicating a need for supervision and dismissed the student's case with prejudice, the District will review the student's DAEP placement and will schedule a review with the student's parent/guardian no later than the third day after receiving notice. The student will not be returned to the regular classroom before the review. After reviewing the notice and receiving information from the student's parent/guardian, the administrator may only continue the student's DAEP placement if the administration has reason to believe the student's presence in the regular classroom threatens the safety of others.

The administrator's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

If the Board confirms the decision of the administrator, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

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Expulsion

Reasons for Mandatory Expulsion

A student must be expelled for any of the following misconduct, regardless of whether the conduct occurs on or off school property:

- Engages in conduct that contains the elements of unlawfully carrying weapons under the Penal Code (see definitions) or the elements of carrying prohibited weapons under the Penal Code (see definitions).
- Possesses or uses a handgun on or about his or her person (see definitions).
- Engages in conduct that contains the elements of exhibiting, using, or threatening to exhibit or use a firearm under the Penal Code (see definitions).

*Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using,

exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the department.

- Possesses or uses a location restricted knife, on or about his or her person.
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (see definitions).
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) kidnapping, (10) aggravated kidnapping, (11) burglary, (12) robbery, (13) aggravated robbery, (14) manslaughter, (15) criminally negligent homicide, or (16) continuous sexual abuse of a young child or children.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), if the behavior is punishable as a felony.
- Engages in conduct that contains the elements of assault under Section 22.01(a)(1), Penal Code (see definitions), against a school district employee or volunteer.
- Retaliates (see definitions) against a school employee or volunteer by committing a state-mandated expellable offense.

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Reasons for Discretionary Expulsion

While in DAEP A student may be expelled for engaging in documented serious misbehavior as defined by law (see definitions) while the student is placed in DAEP and on the DAEP site/campus despite documented behavioral interventions.

School-Related A student may be expelled for any of the following offenses that occur on school property, within 300 feet of school property as measured from any point on the District's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana (see definitions) or tetrahydrocannabinol (see definitions).
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance or a dangerous drug, if the conduct is not punishable as a felony.
- Sells, gives, delivers, possesses, uses, or is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Engages in misconduct that contains the elements of an offense relating to abusable volatile chemicals (see definitions).
- Engages in deadly conduct (see definitions).

Three Hundred Feet Additionally, a student may be expelled for any of the following offenses that occur within 300 feet of school property as measured from any point on the District's real property boundary line:

- Possesses a firearm, as defined by federal law (see definitions).

* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.

Regardless of Location A student may be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Engages in felony criminal mischief.
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system.
- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide.

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- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district.
- Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school.

Title 5 Felonies Regardless of Location In addition to the expellable conduct listed above, a student may also be expelled and placed in Juvenile Justice Alternative Education Program if the student:

- is arrested for a Title 5 felony offense (see definitions),
- is charged with engaging in a Title 5 felony offense,
- receives deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery,

- is on probation for a Title 5 felony offense or aggravated robbery,
- is found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery,
- has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or
- was convicted of a Title 5 felony offense or aggravated robbery;

A student may be expelled to an alternative setting for the offenses listed above when the appropriate administrator determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students.

In this circumstance, expulsion to an alternative setting may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct.

A student may be subject to an expulsion under this circumstance until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program. The student will be entitled to the same periodic review afforded to other students in alternate settings. An expulsion ordered in this case is final and may not be appealed beyond the Board of Trustees.

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Emergency Expulsion

An administrator may order the immediate expulsion of a student if the administrator reasonably believes the emergency expulsion is necessary to protect persons or property from imminent harm. The reason for the emergency expulsion must also be a reason for which expulsion could be ordered on a non-emergency basis. At the time of the emergency expulsion, the student will be told the reason for the action. No later than the tenth day after the date of emergency expulsion, the student will be given a hearing as required for a regular expulsion; see below.

Procedure for Expulsion

Hearing Students alleged to have committed an expellable offense will receive a hearing before the Deputy Superintendent within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed expulsion and will be invited in writing to attend the hearing. After making an effort to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District; and
- An opportunity to testify and to review and present evidence and witnesses in the student's defense.

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

Until an expulsion hearing can be held, the student may be placed in another appropriate classroom, in-school suspension, out-of-school suspension, or DAEP.

Interim Placement If the outcome of the expulsion hearing is that the student will be expelled, the appropriate administrator will issue an expulsion order and provide a copy to the student and the student's parent/guardian. If the duration of the expulsion differs from the guidelines in the SCC, the expulsion order will give notice of the inconsistency.

Expulsion Order The District will send a copy of the expulsion order to the juvenile court no later than the second business day after the expulsion hearing. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the expulsion order.

Length of Expulsion

The duration of the expulsion will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Both mandatory and discretionary expulsions will result in expulsion for up to 172 school days.

School days counted towards completion of the expulsion term will be determined at the discretion of the District. Students who bring a firearm (as defined by federal law) to school will be expelled from the regular classroom for at least one calendar year except as modified by the administrator on a case-by-case basis.

An expulsion will not exceed one calendar year unless, after review, the District determines that: (1) the student is a threat to the safety of other students or to District employees; or (2) extended expulsion is in the best interest of the student.

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Students expelled at the end of one school year may be required to complete the term of their expulsion at the beginning of the next school year.

Other Expulsion Issues

Academic Impact Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP) or other District-approved program or as necessary to provide a free appropriate public education under IDEA.

Participation in Activities Expelled students are prohibited from being on school grounds or attending or participating in school-sponsored or school-related activities while expelled.

Age Restrictions Students under the age of ten who engage in expellable behavior will not be expelled, but will be placed in DAEP.

Effect of Student Withdrawal If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

If the administrator does not issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue an expulsion order.

Student Transfers The District will continue the expulsion of students expelled from either another Texas school district or from an out-of-state school district for behavior that is also a reason for expulsion in the enrolling district, until the term of expulsion has been served. If the out-of-state expulsion exceeds one year, the District will reduce the period of the expulsion so that the total expulsion does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interest of the student.

Expulsion Appeals

An expelled student may appeal the expulsion decision to the Board of Trustees as provided by policy. The student or student's parent/guardian must submit a written appeal to the Superintendent within 10 days after receipt of the expulsion order or decision. The Superintendent will give the student or the student's parent/guardian written notice of the date, time, and location of the meeting at which the Board will review the decision. Consequences will not be delayed pending the outcome of the appeal.

Virtual Expulsion Program

The principal or other appropriate administrator may place a student who has been expelled under Texas Education Code, Sections 37.007 or 37.0081 into a virtual expulsion program established by the district and provide virtual instruction and instructional materials for remote learning to the student only if:

(1) the school district is located in a county that operates a JJAEP program or the school district contracts with the juvenile board of another county for the provision of a JJAEP, and the JJAEP rejects admission of the student or returns the student before the expiration of the discipline assignment; or

(2) the school district is not located in a county that operates a JJAEP and does not contract with the juvenile board of another county for the provision of a JJAEP.

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If the principal or other appropriate administrator places a student in a virtual expulsion program under this section, the District shall ensure that the student has suitable computer equipment and Internet access and provide the computer equipment and Internet access if necessary.

A school district must ensure that, to the extent practicable in a virtual setting, the district's virtual expulsion program complies with the requirements for a DAEP under Section 37.008.

The principal or other appropriate administrator shall review the placement of a student in a virtual expulsion program under this section at least once every 45 school days after the date the placement begins, in order to determine if continued placement in the program is appropriate. The review must consider whether a position for the grade level in which the student is enrolled has become available in an in-person setting. If the principal or other appropriate administrator determines that such a position has become available, the school district shall plan for the student's transition to an in-person setting as soon as practicable. If the principal or other appropriate administrator determines that continued placement is appropriate, the principal or other appropriate administrator shall document the determination.

A student placed in a virtual expulsion program shall be counted toward the District's average daily attendance for purposes of receipt of state funds under the Foundation School Program if the District can confirm the student's daily attendance in the virtual expulsion program.

A school district may not require a teacher who provides virtual instruction to students in a virtual expulsion program to provide virtual instruction and in-class instruction for a course during the same class period. A teacher may not provide instruction for a virtual expulsion program course unless the teacher has completed a professional development course on virtual instruction. The District shall take attendance for students placed in a virtual expulsion program in accordance with rules adopted by the Commissioner.

Definitions

ABUSABLE VOLATILE CHEMICALS: Those substances as defined in Texas Health and Safety Code § 485.001.

ALCOHOLIC BEVERAGE: Those substances as defined in Texas Alcoholic Beverage Code § 1.04.

ANTI-SEMITISM: A certain perception of Jews that may be expressed as hatred toward Jews, including rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities.

ARMOR-PIERCING AMMUNITION: Handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers or other firearms.

ASSAULT: For student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

BODILY INJURY: Physical pain, illness, or impairment of a physical condition.

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BULLYING: A single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves written or verbal expression, including electronic communication, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school, including cyberbullying (see definition below). See District policy FFI for additional information regarding bullying.

CARRYING PROHIBITED WEAPONS: Intentionally or knowingly possessing, manufacturing, transporting, repairing, or selling prohibited weapons, as defined by law.

CHEMICAL DISPENSING DEVICE: A device other than a small chemical dispenser sold commercially for personal protection, that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

CLUB: An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by

striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

CONTROLLED SUBSTANCE: A substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

CRIMINAL STREET GANG: Three or more persons having a common identifying sign or symbol or an identifiable leadership which continuously or regularly associate in the commission of criminal activities.

CYBERBULLYING: Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

DANGEROUS DRUG: Substances as defined in Chapter 483 of the Texas Health and Safety Code, specifically a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act.

DEADLY CONDUCT: Recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle. 106

DEADLY WEAPON: A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

DISORDERLY CONDUCT INVOLVING A FIREARM: Discharging a firearm in a public place other than a public road or a sport shooting range or displaying a firearm or other deadly weapon in a public place in a manner calculated to alarm others.

DISRUPTION OF CLASSES: Intentionally disrupting the conduct of classes within 500 feet of school property, alone or in concert with others. Disrupting the conduct of classes or other school activities includes: (A) emitting noise of an intensity that prevents or hinders classroom instruction; (B) enticing or attempting to entice a student away from a class or other school activity that the student is required to attend; (C) preventing or attempting to prevent a student from attending a class or other school activity that the student is required to attend; and (D) entering a classroom without the consent of either the principal or the teacher and, through either acts of misconduct or the use of loud or profane language, disrupting class activities.

DISRUPTIVE ACTIVITY: Intentionally engaging in disruptive activity on the campus or property of any private or public school, alone or in concert with others. Disruptive activity is defined as: (1) obstructing or restraining the passage of persons in an exit, entrance, or hallway of a building without the authorization of the administration of the school; (2) seizing control of a building or portion of a building to interfere with an administrative, educational, research, or other authorized activity; (3) preventing or attempting to prevent by force or violence or the threat of force or violence a lawful assembly authorized by the school

administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur; (4) disrupting by force or violence or the threat of force or violence a lawful assembly in progress; (5) obstructing or restraining the passage of a person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats of force or violence the ingress or egress of a person to or from the property or campus without the authorization of the administration of the school.

E-CIGARETTE: "E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes 1) a device described by the statute regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and 2) any component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device including, but not limited to a facsimile device.

EXPLOSIVE WEAPON: Any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made or adapted for delivery or shooting an explosive weapon.

FALSE ALARM OR REPORT: Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily: (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile. 107

FIGHTING: Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

FIREARM (Federal law): (1) Any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm weapon; or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

FIREARM (State law): Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

FIREARM SILENCER: Any device designed, made, or adapted to muffle the report of a firearm.

GANG: An organization, combination, or association of persons composed wholly or in part of students that: (1) seeks to perpetuate itself by taking in additional members on the basis of the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

GRAFFITI: Making marks of any kind on the tangible property of another without the effective consent of the owner.

HANDGUN: Any firearm designed, made, or adapted to be fired with one hand.

HARASSMENT (as defined by Board Policy and federal law): Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another's physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities. (See also definition of Sexual Harassment, below.)

HARASSMENT (as defined by the Penal Code): Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee's family or household, or the employee's property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend an employee of the District; or publishes on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern.

HAZING: Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator, a peace officer, or a law enforcement agency. Consent to or acquiescence in the hazing activity does not excuse the student of responsibility for the misconduct.

HIT LIST: List of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

IMPROVISED EXPLOSIVE DEVICE: A completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components. The term does not include unassembled components that can be legally purchased and possessed without a license, permit, or other governmental approval; or an exploding target that is used for firearms practice, sold in kit form, and contains the components of a binary explosive.

INDECENT EXPOSURE: Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or

her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

INTENT: The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist, or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

INTIMATE VISUAL MATERIAL: Visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

INVASIVE VISUAL RECORDING: A person commits an offense if, without the other person's consent and with intent to invade the privacy of the other person, the person: (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

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KNIFE: A bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing, including a switchblade.

KNUCKLES: Any instrument consisting of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

LOCATION-RESTRICTED KNIFE: A knife with a blade over 5 ½ inches.

MACHINE GUN: Any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

MARIJUANA: The plant Cannabis sativa L., whether growing or not, the seeds of that plant, and every compound, manufacture, salt, derivative, mixture, or preparation of that plant or its seeds.

ON OR ABOUT HIS OR HER PERSON: Within the student's control and within arm's reach.

PARAPHERNALIA: Any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

PERSISTENT: Three or more violations of the SCC or repeated occurrences of the same violation.

POSSESSION : To have in or on: (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) in any conveyance used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

POSSESSION OR PROMOTION OF LEWD VISUAL MATERIAL DEPICTING A CHILD: Possessing, accessing, or promoting, lewd visual material depicting a child, as further defined by Texas Penal Code § 43.25 and punishable as a felony.

PROHIBITED WEAPONS: A prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, machine gun, short-barrel firearm, zip gun, improvised explosive device or tire deflation device as further defined in Texas Penal Code § 46.05.

PUBLIC LEWDNESS: Those acts defined in Texas Penal Code § 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

REASONABLE BELIEF: A determination that misconduct occurred made by the administrator using all available factual and legal information, including information furnished under Article 15.27 of the Code of Criminal Procedure.

RETALIATE: Harming or threatening to harm another: (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime, including posting the residence address or telephone number of the employee on a publicly accessible website with intent to threaten harm or cause harm to the employee or the employee’s family or household. 110

SELF-DEFENSE: To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

SERIOUS MISBEHAVIOR: To engage in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercion, meaning to threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person, (4) public lewdness as defined in Texas Penal Code § 21.07, (5) indecent exposure as defined in Texas Penal Code § 21.08, (6) criminal mischief as defined in Texas Penal Code § 28.03, (7) personal hazing as defined in Texas Education Code § 37.152, or (8) harassment of a student or District employee as defined in Teas Penal Code § 42.07(a)(1).

SEX OFFENDER: A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who: (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

SEXUAL HARASSMENT: Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct on the basis of sex prohibited by District policy FFH or FNC, when it is so severe, persistent, pervasive, and objectively offensive that it has the purpose or effect of effectively denying a person equal access to an educational program or activity. Conduct that meets the definitions of sexual assault, dating violence, domestic violence or stalking under federal law.

SHORT-BARREL FIREARM: A rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun if, as altered, has an overall length of less than 26 inches.

SWITCHBLADE KNIFE: Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

TELECOMMUNICATIONS DEVICE: Any type of device that: (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

TERRORISTIC THREAT: Threats to commit any offense involving violence to any person or property with intent to: (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

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TETRAHYDROCANNABINOL (THC): The primary psychoactive component of the cannabis plant. A THC concentration of .3% or greater is prohibited in Texas.

TIRE DEFLATION DEVICE: A device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

TITLE 5 FELONY OFFENSES: Offenses against the person that, depending on the circumstances, may include murder; capital murder; manslaughter; criminally negligent homicide; unlawful restraint; kidnapping; aggravated kidnapping; trafficking of persons; unlawful transport; assault; aggravated assault; sexual assault; aggravated sexual assault; improper relationship between educator and student; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; invasive visual recording; sexual coercion; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment by a person in a correctional facility; continuous sexual abuse of a young child or children; bestiality; voyeurism; disclosure or promotion of intimate visual material; and tampering with a consumer product.

UNDER THE INFLUENCE: When in the employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. The student need not be legally intoxicated.

UNLAWFULLY CARRYING A WEAPON: Intentionally, knowingly, or recklessly carrying a handgun, in plain view, on or about his or her person, not on the person's own premises or inside of or directly en route to a motor vehicle or watercraft that is owned by the person or under the person's control or the person is engaged in criminal activity.

USE: With respect to substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

ZIP GUN: A device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: TASB Local Policy Update 127

ADMINISTRATOR RESPONSIBLE: Dr. Kyle Penn, Assistant Superintendent of Business & Technology
Candy Arrington, Executive Director of Finance

SOAR 2030 STRATEGIC VISION: Goal 1 – Culture of Excellence

LEGAL REVIEW: TASB Legal Services

Authority for this Action: **BF (LOCAL)**

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

Summary / Background Information:

Update 127 includes revisions to legal policies based on legislative and regulatory changes. Changes to local policies offered for consideration address: superintendent nonrenewal, financial ethics, employment practices and standards, personnel positions, special programs, and student welfare. All policy revisions were accepted by administration as presented. Upon Cabinet review, recommendation is made to the Board to approve all local policy recommendations in the attached Local Policy Comparison packet and Explanatory Notes.

Administrative Recommendation:

"Administration recommends that the Board of Trustees add revise, or delete (LOCAL) policies, as recommended by TASB Policy Service, and reflected in the Local Policy Comparison packet and Explanatory Notes for TASB Localized Policy Manual Update 127."

Proposed Motion:

"I move that the Board of Trustees add, revise, or delete (LOCAL) policies, as recommended by TASB Policy Service, and reflected in the Local Policy Comparison packet and Explanatory Notes for TASB Localized Policy Manual Update 127."

Policy Update 127 Overview

Update 127 includes revisions to legal and local policies based almost exclusively on the 89th Regular Legislative Session. Changes to local policies offered for consideration address the following topics:

- Superintendent
- Financial Ethics
- Employment
- Personnel Positions
- Student Welfare
- Special Programs

LEGAL vs. LOCAL

Legal policies:

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

Local policies (10):

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

Policy Update 127 Review Notes

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.

Policy Update 127 Overview

NEW/REVISED LOCAL POLICIES

BJCF(LOCAL): SUPERINTENDENT: NONRENEWAL

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

DC(LOCAL): EMPLOYMENT PRACTICES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DP(LOCAL): PERSONNEL POSITIONS

DPA(LOCAL): PERSONNEL POSITIONS: PRINCIPALS

Policy Update 127 Overview

NEW/REVISED LOCAL POLICIES

DPB(LOCAL): PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

EHBB(LOCAL): SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

FFF(LOCAL): STUDENT WELFARE: STUDENT SAFETY

BJCF (LOCAL) – SUPERINTENDENT:

NONRENEWAL

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

CAA (LOCAL) – FISCAL MANAGEMENT GOALS AND OBJECTIVES:

FINANCIAL ETHICS

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

DC (LOCAL) – EMPLOYMENT PRACTICES

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

DH (LOCAL) – EMPLOYEE STANDARDS OF CONDUCT

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

DP (LOCAL) – PERSONNEL POSITIONS

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

DPA (LOCAL) – PERSONNEL POSITIONS:

PRINCIPALS

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

DPB (LOCAL) – PERSONNEL POSITIONS:

OTHER PERSONNEL POSITIONS

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

EHBB (LOCAL) – SPECIAL PROGRAMS:

GIFTED AND TALENTED STUDENTS

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

FFF (LOCAL) – STUDENT WELFARE:

STUDENT SAFETY

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

Allen ISD
Where Eagles Soar!

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

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

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

5. Failure to comply with Board policies or administrative regulations.

6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]

7. Conducting personal business during school hours when it results in neglect of duties.

8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

10. Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~27.~~29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

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

Request for Hearing

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

Hearing Procedure

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

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

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

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

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

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

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

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

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

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

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Fraud and Financial Impropriety

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

Definition

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

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

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

Financial Controls and Oversight

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

Fraud Prevention

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

Reports

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

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

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

Protection from Retaliation

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

Fraud Investigations

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

Response

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in positions of campus principal, executive director, or any administrative position that reports directly to the Superintendent. The Board retains final authority for employment of contractual personnel in these positions. From April 1 to September 15, however, the Board delegates to the Superintendent the authority to employ contractual personnel in these positions. The Superintendent shall inform the Board of any persons hired under this authority.

The Board delegates to the Superintendent the authority to employ all other contractual personnel. The Superintendent shall inform the Board of any persons hired under this authority.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions

relating to contractors and agents and ~~DH(EXHIBIT~~DHA(LEGAL) for the Educators' Code of Ethics.]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH(EXHIBIT~~DHA(LEGAL)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBIT~~DHA(LEGAL)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also

prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice — Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications — An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
   - Dishonesty; fraud; deceit; theft; misrepresentation;
   - Deliberate violence;
   - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
   - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
   - Felony driving while intoxicated (DWI); or
   - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming — An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Principal Qualifications

In addition to the minimal certification requirement, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

School Chaplains

The Board shall not permit a campus to employ a chaplain to provide support, services, and programs for students.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

School Chaplains

The Board shall not permit a campus to employ a chaplain to provide support, services, and programs for students.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented awareness session for parents that provides an overview of the identification procedures and services prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both qualitative and quantitative assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented services. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may once again begin receiving gifted and talented services, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level One.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students receiving gifted and talented services, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. Alleged abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or

~~1.~~4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Board Policy EFB (LOCAL)

ADMINISTRATOR RESPONSIBLE: Jennifer Wilhelm,
Assistant Superintendent of Learner Services

SOAR 2030 STRATEGIC VISION: Goal 3 – Empowered Learning

LEGAL REVIEW: Abernathy, Roeder, Boyd, and Hullett, P.C.

Authority for this Action:
13 Texas Administrative Code §4.2 School Library Programs: Collection Development Standards
(i) School districts may add procedures to these minimum requirements to satisfy local needs so long as the added procedures do not conflict with these minimum requirements.

Board Policy BF (LOCAL), Adoption and Amendment
Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

Texas Education Code §33.025 Local School Library Advisory Council
The Board of Trustees of each school district may establish a local school library advisory council to assist the district in ensuring that local community values are reflected in each school library catalog in the district.

Summary / Background Information:
Board Policies EFB (LEGAL) and EFB (LOCAL) govern the processes related to library collection development which include the ongoing evaluation, selection, acquisition, and deselection process of library materials. Senate Bill 13, passed during the 89th Texas Legislative Session, established new regulations for school library materials and parental involvement. In accordance with Senate Bill 13 and Texas Education Code §33.025, the Allen ISD Local School Library Advisory Council (LSLAC) is a group appointed by the Allen ISD Board of Trustees to assist the District in ensuring local community values are reflected in each school library catalog.

The Allen ISD Local School Library Advisory Council provides recommendations regarding adding and removing library materials as well as making changes to policies or guidelines related to the District's library collection. All recommendations made by the Allen ISD Local School Library Advisory Council must comply with the applicable laws and policies related to library collection development.

The Allen ISD Local School Library Advisory Council met on June 18, 2026, to discuss revisions to Board Policy EFB (LOCAL). Proposed policy revisions include updates aligned to District procedures as it relates to implementation of Senate Bill 13. Following consideration and approval by majority vote, the LSLAC moves forward a recommendation for the Board of Trustees to approve the proposed revisions to Board Policy EFB (LOCAL).

Administration recommends that the Board of Trustees approve the revisions to Board Policy EFB (LOCAL) as presented.

Attachment:
Proposed Revisions to EFB (LOCAL)

Local School Library Advisory Council Recommendation:
The Local School Library Advisory Council recommends that the Board of Trustees approve the revisions to Board Policy EFB (LOCAL) as presented.

Administrative Recommendation:
Administration recommends that the Board of Trustees approve the revisions to Board Policy EFB (LOCAL) as presented.

Proposed Motion:
“I move to approve EFB (LOCAL) as presented.”

Alternative Consideration: *Approve the proposed policy revisions with some modifications.*

Proposed Motion: “I move to approve EFB (LOCAL) subject to the following modifications of [articulate the specific modifications].”

PROPOSED REVISIONS 7.8.26

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides 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. This policy also provides standards for collection development and the selection and evaluation of library materials.

Collection Development Policy

In this policy, "library materials" may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent or Superintendent's designee shall develop administrative procedures to ensure that library collections comply with applicable law and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
2. Include accurate and authentic factual content from authoritative sources.
3. Have a high degree of potential user appeal and interest.
4. 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.

5. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

6. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].

Selection and Evaluation of Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

The selection, acquisition and evaluation of library materials shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.

2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.

3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.

4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

In accordance with guidelines adopted by the Texas State Library and Archives Commission, the Superintendent has determined that the administrative procedures regarding the selection of library materials consider the following factors:

1. Consultation with District teachers and library staff.

2. Context of the library material, including overall fit within the existing collection and support of District curriculum.

3. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

4. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for feedback on library materials and services as determined by the District.

Parental Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. 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 or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their student's teacher about special considerations regarding library materials self-selected by their student.

Parents and guardians may submit a list of library materials that their student may not be allowed to check out or otherwise access for use outside of the school library in accordance with the District's administrative procedures. A student shall be prohibited from checking out any library materials included on the list provided by parents.

Access Procedures

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. This includes the provision of notice to parents and guardians regarding a record of each time their student checks out or otherwise uses outside the school library a library material, including title, author, genre, and return date of the library material, in accordance with District administrative procedures.

Individual Student Library Records

Physical Library

A parent or guardian who wishes to access a school's library shall first submit a request to the appropriate administrator. The administrator or a staff member designated by the administrator shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

The online catalog is publicly available.

Protection from Inappropriate Material	Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2); "obscene" material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library such as library material containing "indecent content" or "profane content" as defined under Section 33.020 of the Texas Education Code. [See EFB(LEGAL)] Obscene material is not protected by the First Amendment to the United States Constitution. Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]
Prohibited Removal of Material	Library materials may not be removed solely on the ideas contained in the material or the personal background of the author or characters in the material.
Local School Library Advisory Council	The Board will voluntarily establish a local school library advisory council (LSLAC or the "council") to assist the District in ensuring local community values are reflected in each school library catalog. ~~Once formed, t~~The LSLAC will provide recommendations to the District regarding adding and removing library materials as well as making changes to policies or guidelines related to the District's library collection.
LSLAC Voting Membership	The Board shall appoint at least five members to the LSLAC. A majority of members must be persons who are parents or guardians of students enrolled in the District and who are not employed by the District. One of these voting members shall serve as the chair of the LSLAC.
LSLAC Non-Voting Membership	The Board may also appoint one or more persons to serve as non-voting members of the LSLAC and may include: 1. District classroom teachers; 2. District librarians; 3. District counselors; 4. District and campus administrators; 5. Members of the District's business community; or 6. Local clergy.
Meeting Requirements	The LSLAC shall meet no less than two times per year, and any additional meetings will be held to fulfill the role and functions of the LSLAC. All meetings will be posted in accordance with the

Texas Open Meetings Act. An audio or video recording of all LSLAC meetings will be made and minutes of each meeting will be maintained on the District's website.

Acquisition of Library Material

Librarians shall utilize the library collection development standards to curate book titles considered for purchase to enhance campus library collections. Materials under consideration for acquisition shall be posted on the District's website for community review for a minimum of 30 calendar days prior to any Board action on the acquisition of the materials. A District employee, a parent or guardian of a District student, or a resident of the District may submit comments on the proposed book titles during this input period.

The LSLAC shall review the library book titles proposed for purchase and make recommendations to the Board on new additions to the library collections that are appropriate for the grade level of the campus for which the library materials are proposed to be acquired. All recommendations made by the LSLAC must comply with applicable laws and policies related to library collection development.

The Board shall review the recommendations of the LSLAC for the materials under consideration for acquisition. The Board shall take appropriate action on the library materials that are proposed for acquisition at the first open meeting of the Board on or after 30 calendar days after the date the list is made accessible for community review.

Reconsideration of Library Material

A District employee, a parent or guardian of a District student, or a resident of the District may request the reconsideration of 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 review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the standards for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own student as set forth in Education Code Chapter 26.
3. Access to a challenged library material shall be restricted during the reconsideration process.

In addition to compliance with state law and this policy, the major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended purpose for the library material.

If appropriate, the administrator may offer a concerned parent or guardian an alternative library material to be used by that parent's student in place of the challenged material and, if requested, shall restrict the student's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall provide the individual a copy of this policy and a form to request a formal reconsideration of the library material.

Formal Request for Reconsideration

The District shall make a form to request formal reconsideration of a library material available in accordance with all applicable laws and regulations.

An individual shall make any formal request for reconsideration of a library material on the form provided by the District and shall submit the completed and signed form to the appropriate administrator. An incomplete form will be sent to the individual who submitted the request for reconsideration before processing.

Upon receipt of a completed and signed request for reconsideration form, copies of the form shall be provided to the Superintendent, the principal, the school librarian, the Board, the LSLAC, ~~once formed,~~ and any other staff designated in administrative procedures not later than the fifth calendar day after the date on which it was received.

In alignment with the roles and duties of the LSLAC, the council will provide a recommendation to the Board, no later than 90 calendar days after the council receives the request for reconsideration, on whether the challenged library material conforms to standards and whether the challenged library material should continue to be available in the District's library collection. Following receipt of the recommendation of the LSLAC, the Board shall render a decision at an open meeting on the action to be taken by the District in response to a library material challenge.

Procedural Timelines

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the LSLAC, convene the reconsideration committee ~~members~~, the amount of material being reviewed, and any other pending reconsideration requests being handled by the LSLAC and/or members of the reconsideration committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

If the District receives multiple requests for formal reconsideration of the same library material, all requests will be consolidated and a single reconsideration committee shall be appointed.

The decision of the reconsideration committee shall apply to all campuses of the same level in the District.

Reconsideration Committee Review and Recommendation

~~For purposes of this policy, "days" shall mean District business days, unless otherwise noted.~~

~~The appropriate administrator shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.~~

The LSLAC will designate the appropriate reconsideration committee to review the library material challenge and the appropriate administrator will notify the appointed committee members.

The reconsideration committee will ~~shall~~ include a librarian and at least one member of the instructional staff whenever possible. Other members of the committee may include District-level staff, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the standards set out in this policy and whether the challenged material should ~~will~~ continue to be available. The committee shall prepare a written report of its findings and recommendations for consideration by the LSLAC.

The individual submitting the request for reconsideration shall receive a copy of the written report of findings prepared by the reconsideration committee.

Notice of the reconsideration committee meeting will be posted in accordance with time and manner as required by law. An audio recording will be made and minutes of the meeting will be maintained on the District's website.

~~Absent extenuating circumstances, the written report shall be provided to the administration and distributed to the appropriate individuals within 60 days of the District providing the relevant materials to the committee members for review. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."~~

~~Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by members of the committee.~~

~~An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.~~

~~If the District receives multiple requests for formal reconsideration of the same library material, all requests will be consolidated and a single reconsideration committee shall be appointed.~~

~~The decision of the reconsideration committee shall apply to all campuses of the same level in the District.~~

~~The Superintendent, the principal, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the report.~~

LSLAC Review and Recommendation

The LSLAC will be provided the written report of findings and the record of the reconsideration committee meeting. The LSLAC will review the determinations of the reconsideration committee and will make a recommendation to the Board on whether the challenged library material conforms to the standards and whether the library material should continue to be available in the District's library collection.

The individual submitting the request for reconsideration shall be notified of the LSLAC's determination and recommendation to the Board on the challenged library material within 5 business days of the LSLAC's determination.

Board Review and Determination

The Board will be provided the recommendation and record of the LSLAC meeting. At the first open meeting of the Board of Trustees

held after 90 calendar days following the LSLAC's receipt of the reconsideration request or after the LSLAC has made a recommendation on the challenged library material, whichever is earliest and in compliance with posting requirements, the Board shall review the LSLAC recommendation and render a decision on the action to be taken by the District in response to the library material challenge, including but not limited to the removal of the material or the continued inclusion of the material in the District's library collection.

Specifically, the Board will consider the following factors in determining the appropriate action for a library material:

1. The recommendation provided by the LSLAC and reconsideration committee;
2. Reviews of the library material; and
3. Whether the library material is suitable for the subject and grade level for which the library material is intended; and whether the library material adheres to library standards.

Following the action taken by the Board, District staff and the individual submitting the request for reconsideration shall be notified of the decision and action to be taken on the challenged library material within five business days and in accordance with administrative procedures.

Appeal

An individual who submitted a request for formal reconsideration may appeal the decision of the Board in accordance with District grievance procedures beginning at Level Three. ~~reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level.~~ [See DGBA, FNG, and GF] An appeal of the decision of the Board will be reviewed at the first open meeting after the date the appeal is filed, absent mutual agreement of the parties or other extenuating circumstances exist. ~~reconsideration committee will review policies, processes and procedures, and a determination supported by reasonable evidence.~~ A decision on the appeal shall be based on the evidence and shall not be based on personal beliefs, nor shall the outcome of the appeal ~~it~~ indicate an endorsement of any ideas expressed in the challenged library material.

Frequency of Review

After a library material has been reviewed through formal reconsideration, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, 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]

Gifts and Donations

The Board of Trustees shall only accept gifts and donations of library materials that are copies of items with the same International Standard Book Number in the District's school libraries and that align with the current grade-level availability in the District's library collection. Alternatively, subject to selection criteria and process, the Board may accept student-produced works that were written in conjunction with a school-related activity or school-approved project. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Stadium Sponsorship – ForgeNow

ADMINISTRATOR RESPONSIBLE: David Hicks, Chief Communications Officer

SOAR 2030 STRATEGIC VISION: Goal 1 – Culture of Excellence

LEGAL REVIEW: None

Authority for this Action: N/A

Summary / Background Information:

The school district is proposing an Eagle Stadium sponsorship agreement with ForgeNow in the Trade School business category.

If the proposed agreement is approved, ForgeNow would be an official advertiser at Eagle Stadium, from 2026 to 2028 at a total of $25,000 per year. A copy of the contract is attached.

Administrative Recommendation:

Staff recommends approval of the sponsorship agreement as presented.

Proposed Motion:

“Move to approve the Eagle Stadium sponsorship agreement with ForgeNow as presented by staff.”

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into as of this 1st day of June 2026 (the "Agreement Date"), by and between Allen Independent School District ("AISD"), a public school district serving Allen, Texas, and ForgeNow ("Sponsor").

WHEREAS, for purposes of these recitals and this Agreement, including any Exhibits attached hereto, the following capitalized terms shall have the meanings indicated below:

"Advertising Copy" means advertising of the Products (as defined herein) in any words, slogans, logos, or designs constituting trademarks or service marks of Sponsor, whether or not registered, that is displayed as provided in this Agreement.

"Stadium" means the football stadium complex commonly known as Eagle Stadium, where the Allen High School Eagles play their home games, and which is located at 155 Rivercrest Blvd., Allen, Texas 75002.

"Old Eagle Stadium" means the football stadium complex on the east side of the Lowery Freshmen Center, and located at 601 East Main St., Allen, Texas 75002.

"Other Athletic Fields" means any one or more of the fields suitable for playing soccer or any other sport or track and field activities at any of the Schools.

"Basketball Gymnasium" means the basketball gym where the Allen High School Eagle Basketball Team plays their home games and located at 300 Rivercrest Boulevard, Allen, Texas 75002.

"***Performing Arts Center***" means the AISD Performing Arts Center located at Allen High School, 300 Rivercrest Blvd., Allen, Texas 75002.

"***Career and Technology Center***" means the Career and Technology Center located at Allen High School, 300 Rivercrest Blvd., Allen, Texas 75002.

"Schools" means collectively all schools (including the school buildings and grounds) within the AISD (and ***"School"*** means, singularly, any one of the Schools).

"AISD Facilities" means all real property, improvements and fixtures owned or controlled by AISD including without limitation the Stadium, the Basketball Gymnasium, Old Eagle Stadium, Other Athletic Fields, the Performing Arts Center, the Career and Technology Center and Schools (exclusive of AISD Intellectual Property).

"AISD Intellectual Property" means all intellectual property owned or controlled by AISD including without limitation the Eagle logo (the "Logo") and any other School and team names, slogans, logos, or designs constituting trademarks or service marks of AISD or any AISD Schools, whether or not registered.

AISD Initials _____ Sponsor Initials _____

"Sponsor Intellectual Property" means all intellectual property owned by Sponsor including any names, slogan, logos or designs constituting trademarks or service marks of Sponsor, whether or not registered.

"Contract Year" means each period of time during the Term of this Agreement beginning with the Agreement Date (in the case of the first Contract Year) and ending on the designated termination date as outlined on Exhibit B. Accordingly, the first Contract Year may contain less than twelve (12) months, depending on the Agreement Date.

"Laws" means any and all federal, state, or local laws or governmental rules, regulations, ordinances, or orders, and rules, regulations, orders, directives, bulletins, policies, or restrictions of the University Interscholastic League, the Office of the Commissioner of Education, the State Board of Education, or the Texas Education Agency.

"Signs" mean the fixed, advertising panels installed - in or on AISD Facilities.

"Products" means products and services offered for sale or lease by Sponsor and generally described on **Exhibit B**.

WHEREAS, AISD has the exclusive right to market, sell, and control all advertising displayed within, on, and around AISD Facilities;

WHEREAS, AISD has the exclusive right to grant licenses to use or display AISD Intellectual Property in Advertising Copy or otherwise;

WHEREAS, AISD is granting certain advertising, promotional and other rights and benefits in connection with AISD Facilities;

WHEREAS, Sponsor desires to obtain from AISD the right to display certain advertising and to conduct or participate in certain promotions within or outside one or more of the AISD Facilities for the joint purpose of promoting the AISD, attendance at AISD games or events, and Sponsor's products or services;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference as substantive provisions of this Agreement, the mutual agreements and promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. <u>GRANT OF RIGHTS AND BENEFITS; EXCLUSIVITY</u>. Subject to the terms and conditions of this Agreement, the AISD hereby grants to Sponsor, and Sponsor hereby accepts from the AISD, the rights and benefits described on **<u>Exhibit A</u>** attached hereto (hereinafter, collectively, the "Sponsor Benefits") in connection with those AISD Facilities identified on Exhibit A ("Applicable AISD Facilities"). AISD expressly agrees Sponsor shall have exclusivity in the business category identified on Exhibit A ("Business Category") at the Applicable AISD Facilities and AISD further agrees that during the Term hereof AISD will not grant any of the Sponsor Benefits granted to Sponsor hereunder, or any other rights that may conflict therewith, to any person or company in connection with the advertisement, promotion and sale of any other product or service in the Business Category at the Applicable AISD Facilities.

AISD Initials _____ Sponsor Initials _____

2. TERM OF AGREEMENT. This Agreement shall be in effect from the date of execution here of by AISD and shall terminate, except as otherwise provided for herein, upon completion of the Term as outlined on Exhibit B hereto; provided, however, that all obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between AISD and Sponsor shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. In the event Sponsor desires to renew this Agreement at the end of the Term, upon such terms and conditions as are mutually agreeable to the parties, Sponsor must give AISD written notice of such intention not less than one-hundred and eighty (180) days before the end of the Term, and, further, providing that if the parties are unable to reach agreement on a mutually agreeable renewal agreement not less than ninety (90) days before the end of the Term, AISD will be free to negotiate a sponsorship in Sponsor's Business Category with any other entity it may wish.

3. SPONSORSHIP FEE. Sponsor agrees to pay to AISD the sum set forth on Exhibit B ("Sponsorship Fee") in consideration for the Sponsor Benefits. The Sponsorship Fee shall be payable on or before the date(s) specified by company check made payable to the Allen Independent School District. By Sponsor's payment of the Sponsorship Fee and AISD's acceptance of the Sponsorship Fee, AISD does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Sponsor.

4. ON-SITE ACTIVITY. In the event the Sponsor Benefits include the right of Sponsor to set up a booth, display or any other type of on-site presence at any of the AISD Facilities ("Sponsor Area"), said Sponsor Area shall be at Sponsor's sole expense and shall conform to all Laws, zoning, building or other applicable state, local and AISD rules, regulations and codes. In addition, Sponsor shall set-up the Sponsor Area at a location and on the dates and during the times designated by AISD, and shall staff the Sponsor Area with Sponsor employees. Under no circumstances shall Sponsor authorize or permit a third party of any kind to be present in the Sponsor Area without the prior written consent of AISD. Sponsor shall remove all of its property and items from the Sponsor Area at the conclusion of the applicable event as directed by AISD, and if Sponsor fails or refuses to do so, then AISD is authorized to remove from the Sponsor Area and store, without resorting to any legal proceeding and at the sole expense of the Sponsor, all of Sponsor's property and shall not be liable for any damage to or loss of any such property sustained during its removal and storage.

5. INSURANCE. For the term of this Agreement, Sponsor shall at all times maintain insurance in an amount and scope to be reasonably satisfactory to the AISD and sufficient to cover the liabilities of Sponsor under the Agreement, including, without limitation, Sponsor's contractual obligations to defend, indemnify and hold harmless the AISD under this Agreement. For purposes of this Agreement, unless otherwise modified by the AISD Board of Trustees, the following insurance coverage and limits of liability shall represent the minimum insurance necessary in order for Sponsor to meet its obligations under this Agreement: (1) commercial general liability insurance in the minimum amount of $1,000,000.00 per occurrence to cover liability for bodily injury, property damage, death and advertising injury arising out of Sponsor's activities under or pursuant to this Agreement; (2) workers' compensation insurance in the amount required by the

AISD Initials _____ Sponsor Initials _____

law of the state(s) in which the party's workers are located and employers liability insurance with limits of not less $1,000,000.00; (3) business automobile liability insurance with a minimum combined single limit of $1,000,000.00 covering all owned, hired, rented, subcontracted and non-owned vehicles and equipment used by Sponsor; and (4) excess/umbrella insurance, excess to the insurance coverage required in Subsections (1) [general liability insurance] and (3) [business automobile liability insurance] above, with a limit of not less than $5,000,000.00. Sponsor's workers' compensation insurance shall include a waiver of subrogation in favor of the AISD with respect to any losses arising from work performed by or on behalf of Sponsor. The AISD shall be added as an additional insured to each such policy of insurance. Sponsor shall furnish a certificate of insurance to the AISD showing that such insurance policies are in place within thirty (30) days after the Agreement Date.

6. INTELLECTUAL PROPERTY.

a) **Sponsor's Intellectual Property**. Sponsor hereby grants to AISD a non-exclusive, non-transferable, royalty-free license to use Sponsor Intellectual Property, for use in fulfilling the Sponsor Benefits, provided Sponsor shall have the right to approve all such uses in writing in advance (such approval not to be unreasonably withheld, conditioned or delayed). AISD shall submit materials using Sponsor Intellectual Property to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

Sponsor represents and warrants that the rights licensed herein do not violate any other party's rights or interests. Sponsor agrees that AISD shall have no liability, and Sponsor will defend, indemnify, and hold harmless AISD from and against, any and all damages, liabilities, fees, or costs incurred by AISD as a result of any third-party claims (or threats of claims) of infringement under trademark laws arising from AISD's use of the Sponsor Intellectual Property under this Agreement. Sponsor Intellectual Property displayed on the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy, shall be and remain the sole and exclusive property of Sponsor.

b) **AISD's Intellectual Property**. AISD hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use AISD Intellectual Property for use in executing the Sponsor Benefits as well as advertising and promoting Sponsor's status as a Sponsor during the Term of this Agreement, provided AISD shall have the right to approve all such uses in writing in advance (such approval not to be unreasonably withheld). Sponsor shall submit materials using AISD Intellectual Property to AISD in writing and if AISD does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then AISD shall be deemed to have approved such materials. The AISD Intellectual Property (including without limitation any such property that is displayed on Advertising Copy with the permission of the AISD) shall be and remain the sole and exclusive property of the AISD.

AISD represents and warrants that the rights licensed herein do not violate any other party's rights or interests. AISD agrees that Sponsor shall have no liability, and AISD will defend, indemnify, and hold harmless Sponsor from and against, any and all damages, liabilities, fees, or costs incurred by Sponsor as a result of any third-party claims (or threats of claims) of infringement under trademark laws arising from Sponsor's use of the AISD Trademarks under this Agreement; provided, however, that such defense, indemnity and hold harmless is subject to, limited by, and

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without waiving any immunity, defense, or tort limitation of or available to AISD and the AISD shall never have any obligation to Sponsor, or any other third party, beyond the liability that the AISD, as a sovereign governmental entity, would have under applicable law.

c) **Merchandise**. AISD shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise that bears Sponsor's Trademarks without Sponsor's prior written consent, which consent shall not be unreasonably withheld, conditioned or denied. Sponsor shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise that bears AISD's Trademarks without AISD's prior written consent.

7. ADVERTISING COPY. Any Advertising Copy to be provided by Sponsor in connection with the Sponsor Benefits on **Exhibit A** shall be subject to the following provisions:

a) **Preparation**. Subject to Paragraphs 7(b) and 7(c) below, Sponsor shall be responsible, at its sole cost and expense, for providing AISD with all Advertising Copy in a timely manner and in accordance with any deadlines and other specifications established by AISD. Sponsor shall furnish the AISD with samples of the anticipated design and copy of the Advertising Copy as early as possible in the design and production process for the AISD's review and approval pursuant to Paragraphs 7(b) and 7(c) below.

b) **Approval of Advertising Copy.** The design, layout, elevation, configuration, and content of all Advertising Copy displayed pursuant to this Agreement shall be subject to the AISD's prior written approval and shall meet in all respects the Standards for Approval set forth in Paragraph 7(c). The AISD shall notify Sponsor within fifteen (15) days after such submission if any proposed Advertising Copy is unacceptable to the AISD. Sponsor shall then have ten (10) days following receipt of the AISD's notice within which to submit acceptable Advertising Copy to the AISD (unless a greater period of time is agreed upon between the AISD and Sponsor). If Sponsor fails to submit acceptable Advertising Copy within the foregoing time limitations, the AISD shall not be liable for the refusal or failure to display the proposed Advertising Copy in accordance with the Sponsor Benefits.

c) **Standards for Approval.** Approval of Sponsor's Advertising Copy shall be in the sole reasonable discretion of the AISD, provided, further, that the AISD shall have the right to disapprove any Advertising Copy if, among other possible reasons for disapproval, the AISD determines in its sole reasonable discretion that such Advertising Copy (i) is of substandard technical quality; (ii) does not conform to the AISD's specifications for the Signs, publications, or stated design preferences, (iii) does not consist only of words, slogans, logos, or designs constituting Sponsor's trademarks or service marks (whether or not registered), (iv) does not comply with applicable government standards or regulations or with AISD rules, regulations, or policies, or any applicable Laws, or (v) is in bad taste or otherwise reasonably objectionable. Without limiting the generality of the foregoing, the following types of statements and practices may not be used in any Advertising Copy authorized to be displayed under this Agreement:

i) false or unwarranted claims;

ii) infringements of any other persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;

AISD Initials _____ Sponsor Initials _____

iii) disparagement of a competitor or of a competitor's products or services;

iv) advertisements of lotteries, “drawing contests,” or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;

v) slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;

vi) ambiguous statements that may be misleading to the audience;

vii) advertising of price, unless first approved in writing by the AISD;

viii) appeals for funds;

ix) testimonials which cannot be authenticated;

x) advertisements which describe any internal bodily functions or symptomatic results of internal disturbances or which refer to matters which are not considered acceptable topics in social groups;

xi) announcements of programs which are prejudicial to the public interest, to the interest of the AISD, or to legitimate advertising or reputable business in general;

xii) alcohol or tobacco products;

xiii) represents a health hazard; or

xiv) promotes or advertises a person, thing or activity which, in the sole reasonable discretion of the AISD, tarnishes the Sponsor’s or any other person’s or entity’s reputation, including, without limitation, any conduct which could bring the Sponsor into public disrepute, contempt, scandal, or ridicule, or which might tend to shock, insult or offend the majority of the consuming public or any protected class or group thereof, and, consequently, could be damaging to the reputation or image of the AISD.

8. SIGNS. In the event the Sponsor Benefits set forth on **Exhibit A** include the right of Sponsor to have Advertising Copy on any Signs, the following provisions shall be applicable thereto:

a) **Installation.** The AISD shall arrange, at the sole cost and expense of AISD, for the initial installation of the Advertising Copy in or on the Signs. Sponsor shall bear the sole responsibility for the cost and expense of designing, procuring and furnishing to the AISD the Advertising Copy to be displayed on the Signs in accordance with Section 7 herein.

b) **Maintenance.** Following the initial installation of the Advertising Copy in or on the Signs, and except as provided in Paragraph 8(d), the AISD shall use reasonable measures to maintain the Advertising Copy displayed in or on the Signs in good and attractive order, repair, and condition throughout the Term.. The AISD shall also be responsible, at its sole cost and expense, for maintaining the fixed panel structures and the lighting systems for the Signs after the initial installation of the Advertising Copy and prior to the removal thereof upon the

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expiration or termination of this Agreement. Notwithstanding the foregoing, any damage to the Advertising Copy caused by its removal upon the expiration or termination of this Agreement shall be the sole responsibility of Sponsor.

c) **Display.** All Advertising Copy to be displayed on the Signs as provided in this Agreement shall be displayed on such Signs during all athletic events and all other events of any type open to the general public conducted or held at the applicable Facilities during the Term, other than (i) events during which advertising is prohibited by federal, state or local Laws or regulations; and (ii) non-athletic events scheduled by the AISD, if any, at which the display or illumination of advertising is, in the sole reasonable opinion of the AISD, objectionable. Except as otherwise provided in the immediately preceding sentence, no Advertising Copy shall be removed, covered, or intentionally obstructed for any purpose during any stadium event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.

d) **Modifications or Changes to the Advertising Copy.** During the Term, Sponsor shall have the right to modify or change any Advertising Copy displayed on the Signs as provided in this Agreement, subject to the AISD's right of reasonable approval of all proposed changes or modifications as provided in Paragraph 7. Any changes or modifications of Advertising Copy shall be designed, prepared and installed at Sponsor's sole cost and expense. All proposed changes or modifications in Advertising Copy to be displayed on the Signs shall be submitted to the AISD for review at least sixty (60) days before its intended display and, if such changes or modifications are approved by the AISD, all work on the Signs related thereto shall be performed at such times and in such manner as reasonably established by the AISD.

9. **SPONSOR REPRESENTATIONS.** Sponsor does hereby represent and warrant that (a) all information supplied by Sponsor to the AISD relating to the identity of the Sponsor, the individual or entity status of Sponsor, and tax identification numbers for the Sponsor (whether in this Agreement or any forms submitted to the AISD in connection with this proposed Agreement) is and remains true, correct, and complete (b) the execution and delivery of this Agreement has been duly authorized by all necessary parties, (c) this Agreement constitutes the legal and binding obligations of Sponsor and is enforceable against Sponsor in accordance with its terms, (d) Sponsor has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement, (e) Sponsor owns or has the right to use all trademarks, brand logos, label designs, product identification, decals, and artwork displayed in the Advertising Copy and on the Signs at any time throughout the Term, (f) Sponsor is not subject to any restrictive obligations imposed by former clients or any other person or entity that would impair its ability to exercise its best efforts for or on behalf of the AISD in connection with services to be performed pursuant to this Agreement, (g) Sponsor will comply, in all material respects, with the terms and conditions of this Agreement with respect to Advertising Copy, as set forth in Paragraph 7, above, and (h) Sponsor, its employees, agents and representatives have not, and during the Term of this Agreement, will not, commit any act or omission, or engage in any activity which, in the sole reasonable discretion of the AISD, tarnishes the Sponsor's reputation, including, without limitation, any conduct which could bring the Sponsor into public disrepute, contempt, scandal, or ridicule, or which might tend to shock, insult or offend the majority of the consuming public or any protected class or group thereof, and, consequently, could be damaging to the reputation or image of the AISD.

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10. REPRESENTATIONS AND WARRANTIES OF THE AISD. Subject to the disclaimer set forth in Paragraph 23 of this Agreement, the AISD does hereby represent and warrant that (a) the execution and delivery of this Agreement have been duly authorized by all necessary parties, (b) this Agreement constitutes the legal and binding obligations of the AISD and is enforceable against the AISD in accordance with its terms, (c) the AISD has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement, and (d) the AISD is not subject to any restrictive obligations imposed by any other entity or person that would impair its ability to exercise its best efforts for or on behalf of Sponsor in connection with services to be performed pursuant to this Agreement.

11. RELEASE, INDEMNITY, NO REPRESENTATIONS.

(a) Sponsor hereby assumes full and complete responsibility and liability for the content of all Advertising Copy, and for all other work performed or required to be performed by Sponsor under this Agreement, and agrees that all of the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the AISD and their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "Representatives"), from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, "Claims"), including, without limitation, attorneys' fees and the costs of any legal action arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsor; (ii) the character, content, and subject matter of any Advertising Copy displayed by Sponsor; (iii) the fabrication, installation, maintenance, removal, modification, and/or form of the fixed panel advertising performed or required to be performed by Sponsor (including but not limited to any accident, injury, or other damage to any person or property), but not work performed exclusively by the AISD or their contractors for which Sponsor only pays the expense; and (iv) any breach of this Agreement by Sponsor and all costs incurred by the AISD or any Representatives (including but not limited to attorney's fees) as a result of any breach of this Agreement, the enforcement of this Agreement against Sponsor, or the collection from Sponsor of any amounts due hereunder. Sponsor fully and forever waives, discharges, and releases the AISD and the Representatives from any and all Claims arising out of or related to any matter described in clauses (i) through (iv) above.

(b) SPONSOR ACKNOWLEDGES THAT, EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, SPONSOR IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS, WARRANTIES OR AGREEMENTS BY THE AISD OR ANY EMPLOYEES OR AGENTS OF AISD, OR ANY BROKERS, SALESMEN, OR OTHER PERSONS OR ENTITIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE AISD HAS NOT MADE, AND SPONSOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND THE RIGHTS GRANTED TO SPONSOR HEREUNDER ARE MADE WITHOUT, ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, ALL OF WHICH ARE HEREBY

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IRREVOCABLY WAIVED BY SPONSOR, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, OR COVENANT THAT ANY PARTICULAR GAME OR EVENT WILL BE HELD IN THE FACILITIES OR ANY OTHER AISD PROPERTY. SPONSOR ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS.

12. FORCE MAJEURE.

(a) **Definition of "Force Majeure".** For purposes of this Agreement, a "Force Majeure" shall mean and include any event or cause beyond the AISD's reasonable control (including, but not limited to structural defects requiring repair, fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond the reasonable control of the AISD), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy on the Signs is suspended or prevented or (2) any AISD athletic event or any other AISD event is not played, performed, or cannot be conducted or presented, at the AISD Facilities or any AISD Property.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any Contract Year during the Term, either party shall have the option to terminate this Agreement without fault, and the Sponsor have refunded or its account credited a pro-rata portion of the Sponsorship Fee equal to its lost advertising and promotional rights ("Pro Rata Fees") as reasonably determined by the AISD. If this Agreement is not terminated following a Force Majeure, the AISD shall have the option, upon written notice to Sponsor (i) to extend the Term of this Agreement beyond its expiration to make up for lost exposure by the Sponsor; (ii) to terminate this Agreement, and return to Sponsor the Pro Rata Fees as reasonably determined by the AISD, in its sole discretion; (iii) to provide to Sponsor during such Contract Year advertising and/or promotional rights of substantially equivalent value, as reasonably determined by the AISD; or (iv) to credit to the next following Contract Year an amount of Sponsorship Fee equal to the Pro Rata Fees.

13. TERMINATION. Except as otherwise provided by this Agreement, if either party (the "Defaulting Party") shall (i) refuse, neglect, or fail to perform, observe or keep any of the covenants, terms or conditions contained herein and required to be performed, kept or observed by such party (other than a delay or interruption in the AISD's fulfillment of its obligations as a result of a Force Majeure, as defined in Paragraph 11), including, without limitation, a failure to make payments as required by this Agreement, or (ii) have materially breached or misrepresented any representation, warranty or covenant given by it in this Agreement, then the other party (the "Non-Defaulting Party") shall have the right to promptly terminate this Agreement upon providing written notice thereof to the Defaulting Party; provided, however, that with respect to a refusal, neglect or failure set forth in provision (i) of this section, other than a failure to make payments as required by this Agreement, the Defaulting Party shall have a period of ten (10) days from its receipt of written notice from the Non-Defaulting Party specifying such refusal, neglect or failure in which to cure such refusal, neglect or failure (but if such refusal, neglect or failure occurs within the ten (10) day period prior to an event or activity, the Non-Defaulting Party may give oral notice (which shall be provided and confirmed promptly thereafter in writing) to the Defaulting Party's representative of such refusal, neglect or failure, and the Defaulting Party shall have a reasonable period of time to promptly cure the same following its receipt of such oral notice) (such ten (10)

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day period, or shorter period of time if oral notice may be given, being the "Cure Period"). Until expiration of the Cure Period, the Defaulting Party shall have the opportunity to cure the specified refusal, neglect or failure.

14. SOPHISTICATION OF PARTIES. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15. NOTICE. Where the terms of this Agreement require that notice be provided or given (except where oral notice is permitted), such notice shall be in writing and shall be (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed received by the party to whom it is directed (i) upon being hand-delivered, (ii) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight, or (iii) seventy-two hours following the deposit of the notice in the mail if sent by United States certified mail, postage pre-paid, return receipt requested. Addresses for notice under this Agreement are as follows:

To AISD:	To Sponsor:
Allen Independent School District	ForgeNow
Superintendent of Schools	2710 Highpoint Oaks Drive #210
612 E. Bethany Drive	Lewisville, Texas 75067
Allen, Texas 75002	Attn: Megan Kendall

The above addresses may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

16. ASSIGNMENT. Sponsor shall not have the right or the power, without the prior written consent of AISD, in its sole discretion, to assign, convey, or otherwise transfer this Agreement or any part hereof to any other person or entity, or any of the benefits, privileges or duties set forth herein, and shall not assign, convey, or otherwise transfer this Agreement or any part hereof or any of the benefits, privileges or duties set forth herein to any other person or entity. Any such assignment, conveyance or other transfer without the prior written consent of AISD shall be null and void and be cause (in AISD's sole discretion) for immediate termination of this Agreement (without any additional notice or opportunity to cure notwithstanding any other provision of this Agreement). Any approved assignee or transferee shall be subject to all the provisions and requirements of this Agreement, and any assignment, transfer, or conveyance shall include a provision requiring the assignee or transferee to be subject to and comply with the terms and conditions of this Agreement.

17. COMMISSIONS. Sponsor and AISD shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or broker fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

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18. **NO JOINT VENTURE OR PARTNERSHIP**. This Agreement shall not be deemed to create a joint venture, joint enterprise, partnership, principal-agent, employer-employee or similar relationship between AISD and Sponsor. AISD and Sponsor shall be acting as independent contractors under this Agreement.

19. **VENUE; TEXAS LAW TO APPLY**. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Collin County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

20. **ENTIRE AGREEMENT**. This Agreement, including any Exhibits attached hereto, represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. AISD has made and makes no representations or warranties of any kind except those specifically set forth herein. The premises to this Agreement are incorporated herein and made apart hereof.

21. **BINDING AGREEMENT; NO THIRD PARTY BENEFICIARIES**. This Agreement shall be binding upon the parties, their permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person, party, or entity.

22. **SEVERABILITY.** In any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to reasonably negotiate to add as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable; if the parties are not able to negotiate such a provision, either party may terminate this Agreement.

23. **NON-WAIVER; CUMULATIVE RIGHTS; SURVIVAL OF REMEDIES.** The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law, in equity, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive expiration or termination of this Agreement.

24. WARNINGS AND NOTICES TO ALL PARTIES: PRIOR APPROVAL OF THE AISD BOARD OF TRUSTEES IS REQUIRED FOR ANY AGREEMENT. THIS AGREEMENT SHALL BE INVALID AND SHALL BE OF NO FORCE AND EFFECT UNLESS AND UNTIL IT IS APPROVED BY THE AISD BOARD OF TRUSTEES.

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25. **GUARANTY PROVISION**. If this Agreement is signed by an individual as guarantor (the "Guarantor"), then the Guarantor, by signing below, unconditionally and irrevocably guarantees the full payment and performance of any and all obligations of the Sponsor hereunder including without limitation the obligation to fully and timely pay the Sponsorship Fee(s) (collectively the "Obligations"). The AISD shall not be required, as a condition precedent to making a demand upon the Guarantor or to bringing an action against the Guarantors under this provision, to make demand upon, or to institute any action or proceeding, at law or in equity against the Sponsor or anyone else, or to exhaust its remedies against the Sponsor, or anyone else. All remedies afforded to the AISD by reason of this provision are separate and cumulative remedies and it is agreed that not one of such remedies, whether exercised by the AISD or not, shall be deemed to be exclusive of any of the other remedies available to the AISD and shall not limit or prejudice any other remedy which the AISD may have against any party, including the Guarantor.

EXECUTED on the day and year first written above.

ALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____

TITLE: _____

FORGENOW

BY: Megan Kendall
Megan Kendall, Director of School

_____ MK _____

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EXHIBIT A
TO AISD SPONSORSHIP AGREEMENT

Sponsor Name: ForgeNow

Applicable AISD Facilities: Stadium

Business Category: Trade School

Sponsor Benefits: Sponsor shall receive the following from AISD, subject to the terms and conditions of the Agreement:

Signage

- Advertising Copy on Main Scoreboard Sign at the Stadium
- Sign on Each side (Home & Visitor) of the Stadium Concourse
- Advertising Copy on One Foam A-Frame Removable Sideline Sign at all AISD Football & Soccer Games and Varsity Football Playoff Games at the Stadium

On-site Activation

- Ability to Have a Sponsor Area Inside the Stadium at all Allen High School Home Varsity Football Games and Varsity Football Playoff Games
- Ability to Have a Sponsor Area Outside the Stadium at all Allen High School Home Varsity Football Games and Varsity Football Playoff Games

Advertising

- One "Feature" Per Allen High School Home Varsity Football Game and Varsity Football Playoff Game (i.e. Starting Line-Ups, Replay)
- 1/2 Page Ad in the Allen High School Varsity Football Program
- 1 Full Page Ad in SOAR magazine
- One :30 Spot In-Game & One :30 Spot Pre or Post Game On HD Video Board at all AISD Football & Soccer Games and Varsity Football Playoff Games at the Stadium for which the HD Video Board is Utilized
- One PA Announcement during Varsity Basketball Home Games

Tickets

- Four Tickets To Each Allen High School Home Varsity Football Game

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EXHIBIT B
TO AISD SPONSORSHIP AGREEMENT

1. Sponsor Name: ForgeNow

2. Term: Two (2) years, commencing on June 1, 2026, and terminating on May 31, 2028

3. Sponsorship Fee: Twenty-Five Thousand Dollars ($25,000) per year payable as follows:

- $6,250 - Due July 1, 2026
- $6,250 - Due September 15, 2026
- $6,250 - Due December 1, 2026
- $6,250 - February 15, 2027
- $6,250 - Due May 1, 2027
- $6,250 - Due July 15, 2027
- $6,250 - Due October 1, 2027
- $6,250 - December 15, 2027

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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Stadium Sponsorship – H-E-B

ADMINISTRATOR RESPONSIBLE: David Hicks, Assistant Superintendent for Communications and Community Engagement

SOAR 2030 STRATEGIC VISION: Goal 1 – Culture of Excellence

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LEGAL REVIEW: None

Authority for this Action: N/A

Summary / Background Information:

The school district is proposing an extension amendment to the Eagle Stadium sponsorship agreement with H-E-B in the Grocery business category.

If the proposed amended agreement is approved, H-E-B would continue to be an official advertiser at Eagle Stadium for the 2026-2027 school year at a total of $15,000. H-E-B has served as an advertiser at Eagle Stadium since 2023. A copy of the contract is attached.

Administrative Recommendation:

Staff recommends approval of the sponsorship agreement as presented.

Motion:

Move to approve renewal of the Eagle Stadium sponsorship agreement with H-E-B as presented by staff.

AMENDMENT

THIS AMENDMENT (this "Amendment") is made effective as of the 1st day of May 2026, by and between AISD Independent School District ("AISD") and H-E-B ("Sponsor").

WHEREAS, on March 1, 2023, AISD and Sponsor entered into that certain Sponsorship Agreement (the "Agreement") whereby Sponsor received certain benefits in connection with various AISD assets and facilities, including the AISD football stadium ("Stadium"), for a term of three (3) years commencing May 1, 2023, through April. 30, 2026; and

WHEREAS, the parties desire to renew the Agreement for an additional term of one (1) year;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, the parties hereto agree as follows:

1. Amendment to Agreement. The Term of the Agreement is hereby extended commencing effective May 1, 2026, and expiring April 30, 2027.

2. Sponsorship Fee. The annual Sponsorship Fee of Fifteen Thousand Dollars ($15,000) shall be due on execution of this Amendment.

3. Remaining Terms. The remaining terms of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment effective as of the day first written above.

H-E-B

By: Mabrie Jackson

Title: Managing Director, Public Affairs

AISD Independent School District

By: _____

Title: _____

Allen ISD
Where Eagles Soar

Contract Signature Routing Form

Campus / Department: Communications

Secretary / Originator: J. Renee Cunningham Extension: 400644

Vendor: HEB Vendor Contact: Mabrie Jackson

Vendor Phone: 210-938-8000 Vendor Email: _____

Name of Document: Stadium Sponsorship Agreement

Contract Description: Stadium Sponsorship Agreement

Contract Value: 75,000.00 Start Date 5/1/2023 End Date: 4/30/2026

Approved in Budget: Yes No Account # 199 R 00 5742 00 806 0 00 ESO

$150,000 or More Approved by Board: Yes No Date of Board Approval _____

(For Purchasing Use Only) Bid / Contract #: _____

Israel Boycott Verification on File Yes Requested Initials _____

Vendor Terms & Conditions Attached Yes No

Initiating Administrator/Supervisor: review the contract terms, initial this form, and forward all original contract documents to the Purchasing Department.
All reviewers: review documents, initial and forward to the next marked reviewer.

X	Administrator/Supervisor	Initials DSH	Date 6/6/23
_____	Contracts	Initials _____	Date _____
_____	Purchasing Director	Initials _____	Date _____
_____	Accounting Director	Initials _____	Date _____
_____	Technology Executive Director	Initials _____	Date _____
_____	Asst. Supt. - Operations	Initials _____	Date _____
_____	Asst. Supt. - Human Resources	Initials _____	Date _____
_____	Chief Financial Officer (<$150,000)	Initials _____	Date _____
_____	Superintendent (>$150,000)	Initials _____	Date _____
_____	Other: _____	Initials	Date

For Purchasing Use Only: Original contract received in Purchasing:
Assigned contract #

Updated May 2022

CONTRACT SIGNATURE ROUTING FORM PROCEDURES

A vendor quote, agreement, or description of services requires a Contract Signature Routing (CSR) Form if it: includes Terms & Conditions and/or requires a signature.
Still not sure? Contact the Purchasing Department at 972-727-7114

Campus/Department will:

- Download the Contract Signature Routing form (CSR) from Document Library/ Purchasing/Contract Signature Routing Form
  - Complete the top section of the form with all campus, vendor, and contract information
  - Obtain campus/department administrator or supervisor approval signature. Signature states the administrator has reviewed and agrees to the contract terms
- Forward a copy of the signed CSR and all contract documents, including applicable terms and conditions, to the Purchasing Department via email to gm_purchasing@allenisd.org

Purchasing Department will:

- Receive incoming forms (Purchasing Specialist)
  - Time and date stamp the CSR form
  - Assign internal CSR number and update CSR log
- Send email to originator confirming receipt of forms for review and routing (Purchasing Specialist)
- Verify Foreign Organization Addendum is on file for vendor (Purchasing Specialist and Contract Specialist)
  - If not on file, obtain from vendor before sending contract back to originator
- Add AISD Bid/Contract information (Contract Specialist)
- Review contract terms and identify the appropriate reviewers (Purchasing Director)
- Forward the documents for approval from the marked reviewers (Purchasing Specialist)
  - Track progress and follow up, if needed
  - Obtain signatures from the vendor, if needed
- Return the fully executed contract to originator (Purchasing Specialist)
  - File fully-executed contract and maintain in repository
  - Update CSR log to mark process as complete

Campus/Department will:

- Attach fully executed contract to Skyward requisition

THE PURCHASING DEPARTMENT IS THE REPOSITORY FOR ALL DISTRICT CONTRACTS AND THE ONLY DISTRICT REPRESENTATIVES AUTHORIZED TO SIGN ARE THE CFO AND THE SUPERINTENDENT

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into as of this 1st day of March, 2023 (the "Agreement Date"), by and between Allen Independent School District ("AISD"), a public school district serving Allen, Texas, and **H-E-B** ("Sponsor"), a Corporation organized under the laws of the State of Texas.

WHEREAS, for purposes of these recitals and this Agreement, including any Exhibits attached hereto, the following capitalized terms shall have the meanings indicated below:

"Advertising Copy" means advertising of the Products (as defined herein) in any words, slogans, logos, or designs constituting trademarks or service marks of Sponsor, whether or not registered, that is displayed as provided in this Agreement.

"Stadium" means the football stadium complex commonly known as Eagle Stadium, where the Allen High School Eagles play their home games, and which is located at 155 Rivercrest Blvd., Allen, Texas 75002.

"Old Eagle Stadium" means the football stadium complex on the east side of the Lowery Freshmen Center, and located at 601 East Main St., Allen, Texas 75002.

"Other Athletic Fields" means any one or more of the fields suitable for playing soccer or any other sport or track and field activities at any of the Schools.

"Basketball Gymnasium" means the basketball gym where the Allen High School Eagle Basketball Team plays their home games and located at 300 Rivercrest Boulevard, Allen, Texas 75002.

"***Performing Arts Center***" means the AISD Performing Arts Center located at Allen High School, 300 Rivercrest Blvd., Allen, Texas 75002.

"***Career and Technology Center***" means the Career and Technology Center located at Allen High School, 300 Rivercrest Blvd., Allen, Texas 75002.

"Schools" means collectively all schools (including the school buildings and grounds) within the AISD (and ***"School"*** means, singularly, any one of the Schools).

"AISD Facilities" means all real property, improvements and fixtures owned or controlled by AISD including without limitation the Stadium, the Basketball Gymnasium, Old Eagle Stadium, Other Athletic Fields, the Performing Arts Center, the Career and Technology Center and Schools (exclusive of AISD Intellectual Property).

"AISD Intellectual Property" means all intellectual property owned or controlled by AISD including without limitation the Eagle logo (the "Logo") and any other School and team names,

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slogans, logos, or designs constituting trademarks or service marks of AISD or any AISD Schools, whether or not registered.

"Sponsor Intellectual Property" means all intellectual property owned by Sponsor including any names, slogan, logos or designs constituting trademarks or service marks of Sponsor, whether or not registered.

"Contract Year" means each period of time during the Term of this Agreement beginning with the Agreement Date (in the case of the first Contract Year) and ending on the designated termination date as outlined on Exhibit B. Accordingly, the first Contract Year may contain less than twelve (12) months, depending on the Agreement Date.

"Laws" means any and all federal, state, or local laws or governmental rules, regulations, ordinances, or orders, and rules, regulations, orders, directives, bulletins, policies, or restrictions of the University Interscholastic League, the Office of the Commissioner of Education, the State Board of Education, or the Texas Education Agency.

"Signs" mean the fixed, advertising panels installed - in or on AISD Facilities.

"Products" means products and services offered for sale or lease by Sponsor and generally described on **Exhibit B**.

WHEREAS, AISD has the exclusive right to market, sell, and control all advertising displayed within, on, and around AISD Facilities;

WHEREAS, AISD has the exclusive right to grant licenses to use or display AISD Intellectual Property in Advertising Copy or otherwise;

WHEREAS, AISD is granting certain advertising, promotional and other rights and benefits in connection with AISD Facilities;

WHEREAS, Sponsor desires to obtain from AISD the right to display certain advertising and to conduct or participate in certain promotions within or outside one or more of the AISD Facilities for the joint purpose of promoting the AISD, attendance at AISD games or events, and Sponsor's products or services;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference as substantive provisions of this Agreement, the mutual agreements and promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. GRANT OF RIGHTS AND BENEFITS; EXCLUSIVITY. Subject to the terms and conditions of this Agreement, the AISD hereby grants to Sponsor, and Sponsor hereby accepts from the AISD, the rights and benefits described on **Exhibit A** attached hereto (hereinafter, collectively, the "Sponsor Benefits") in connection with those AISD Facilities identified on Exhibit A ("Applicable AISD Facilities"). AISD expressly agrees Sponsor shall have exclusivity in the business category identified on Exhibit A ("Business Category") at the Applicable AISD Facilities and AISD further agrees that during the Term hereof AISD will not grant any of the Sponsor Benefits granted to Sponsor hereunder, or any other rights that may conflict therewith, to

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any person or company in connection with the advertisement, promotion and sale of any other product or service in the Business Category at the Applicable AISD Facilities.

2. **TERM OF AGREEMENT.** This Agreement shall be in effect from the date of execution here of by AISD and shall terminate, except as otherwise provided for herein, upon completion of the Term as outlined on Exhibit B hereto; provided, however, that all obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between AISD and Sponsor shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. In the event Sponsor desires to renew this Agreement at the end of the Term, upon such terms and conditions as are mutually agreeable to the parties, Sponsor must give AISD written notice of such intention not less than one-hundred and eighty (180) days before the end of the Term, and, further, providing that if the parties are unable to reach agreement on a mutually agreeable renewal agreement not less than ninety (90) days before the end of the Term, AISD will be free to negotiate a sponsorship in Sponsor's Business Category with any other entity it may wish.

3. **SPONSORSHIP FEE.** Sponsor agrees to pay to AISD the sum set forth on Exhibit B ("Sponsorship Fee") in consideration for the Sponsor Benefits. The Sponsorship Fee shall be payable on or before the date(s) specified by company check made payable to the Allen Independent School District. By Sponsor's payment of the Sponsorship Fee and AISD's acceptance of the Sponsorship Fee, AISD does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Sponsor.

4. **ON-SITE ACTIVITY**. In the event the Sponsor Benefits include the right of Sponsor to set up a booth, display or any other type of on-site presence at any of the AISD Facilities ("Sponsor Area"), said Sponsor Area shall be at Sponsor's sole expense and shall conform to all Laws, zoning, building or other applicable state, local and AISD rules, regulations and codes. In addition, Sponsor shall set-up the Sponsor Area at a location and on the dates and during the times designated by AISD and shall staff the Sponsor Area with Sponsor employees. Under no circumstances shall Sponsor authorize or permit a third party of any kind to be present in the Sponsor Area without the prior written consent of AISD. Sponsor shall remove all of its property and items from the Sponsor Area at the conclusion of the applicable event as directed by AISD, and if Sponsor fails or refuses to do so, then AISD is authorized to remove from the Sponsor Area and store, without resorting to any legal proceeding and at the sole expense of the Sponsor, all of Sponsor's property and shall not be liable for any damage to or loss of any such property sustained during its removal and storage.

5. **INSURANCE**. For the term of this Agreement, Sponsor shall at all times maintain insurance in an amount and scope to be reasonably satisfactory to the AISD and sufficient to cover the liabilities of Sponsor under the Agreement, including, without limitation, Sponsor's contractual obligations to defend, indemnify and hold harmless the AISD under this Agreement. For purposes of this Agreement, unless otherwise modified by the AISD Board of Trustees, the following insurance coverage and limits of liability shall represent the minimum insurance necessary in order for Sponsor to meet its obligations under this Agreement: (1) commercial retention program ~~general liability insurance~~ in the minimum amount of $1,000,000.00 per occurrence to cover liability for bodily injury, property

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damage, death and advertising injury arising out of Sponsor's activities under or pursuant to this Agreement; (2) workers' compensation insurance in the amount required by the law of the state(s) in which the party's workers are located and employers liability insurance with limits of not less $1,000,000.00 or a similar work injury program; (3) business automobile liability insurance with a minimum combined single limit of $1,000,000.00 covering all owned, hired, rented, subcontracted and non-owned vehicles and equipment used by Sponsor; and (4) excess/umbrella insurance, excess to the insurance coverage required in Subsections (1) [general liability insurance] and (3) [business automobile liability insurance] above, with a limit of not less than $5,000,000.00. Sponsor's workers' compensation insurance or work injury program shall through this Agreement include a waiver of subrogation in favor of the AISD with respect to any losses arising from work performed by or on behalf of Sponsor. The AISD shall be added as an additional insured to each such policy of insurance. Sponsor shall furnish a certificate of insurance to the AISD showing that such insurance policies are in place within thirty (30) days after the Agreement Date.

6. INTELLECTUAL PROPERTY.

a) **Sponsor's Intellectual Property**. Sponsor hereby grants to AISD a non-exclusive, non-transferable, royalty-free license to use Sponsor Intellectual Property, for use in fulfilling the Sponsor Benefits, provided Sponsor shall have the right to approve all such uses in writing in advance (such approval not to be unreasonably withheld, conditioned or delayed). AISD shall submit materials using Sponsor Intellectual Property to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

Sponsor represents and warrants that the rights licensed herein do not violate any other party's rights or interests. Sponsor agrees that AISD shall have no liability, and Sponsor will defend, indemnify, and hold harmless AISD from and against, any and all damages, liabilities, fees, or costs incurred by AISD as a result of any third-party claims (or threats of claims) of infringement under trademark laws arising from AISD's use of the Sponsor Intellectual Property under this Agreement. Sponsor Intellectual Property displayed on the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy, shall be and remain the sole and exclusive property of Sponsor.

b) **AISD's Intellectual Property**. AISD hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use AISD Intellectual Property for use in executing the Sponsor Benefits as well as advertising and promoting Sponsor's status as a Sponsor during the Term of this Agreement, provided AISD shall have the right to approve all such uses in writing in advance (such approval not to be unreasonably withheld). Sponsor shall submit materials using AISD Intellectual Property to AISD in writing and if AISD does not approve or reject such materials in writing within ten (10) business days after receipt thereof, then AISD shall be deemed to have approved such materials. The AISD Intellectual Property (including without limitation any such property that is displayed on Advertising Copy with the permission of the AISD) shall be and remain the sole and exclusive property of the AISD.

AISD represents and warrants that the rights licensed herein do not violate any other party's rights or interests. AISD agrees that Sponsor shall have no liability, and AISD will defend, indemnify, and hold harmless Sponsor from and against, any and all damages, liabilities, fees, or costs incurred by Sponsor as a result of any third-party claims (or threats of claims) of infringement under

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trademark laws arising from Sponsor's use of the AISD Trademarks under this Agreement; provided, however, that such defense, indemnity and hold harmless is subject to, limited by, and without waiving any immunity, defense, or tort limitation of or available to AISD and the AISD shall never have any obligation to Sponsor, or any other third party, beyond the liability that the AISD, as a sovereign governmental entity, would have under applicable law.

c) **Merchandise**. AISD shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise that bears Sponsor's Trademarks without Sponsor's prior written consent, which consent shall not be unreasonably withheld, conditioned or denied. Sponsor shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise that bears AISD's Trademarks without AISD's prior written consent.

7. **ADVERTISING COPY.** Any Advertising Copy to be provided by Sponsor in connection with the Sponsor Benefits on **Exhibit A** shall be subject to the following provisions:

a) **Preparation**. Subject to Paragraphs 7(b) and 7(c) below, Sponsor shall be responsible, at its sole cost and expense, for providing AISD with all Advertising Copy in a timely manner and in accordance with any deadlines and other specifications established by AISD. Sponsor shall furnish the AISD with samples of the anticipated design and copy of the Advertising Copy as early as possible in the design and production process for the AISD's review and approval pursuant to Paragraphs 7(b) and 7(c) below.

b) **Approval of Advertising Copy.** The design, layout, elevation, configuration, and content of all Advertising Copy displayed pursuant to this Agreement shall be subject to the AISD's prior written approval and shall meet in all respects the Standards for Approval set forth in Paragraph 7(c). The AISD shall notify Sponsor within fifteen (15) days after such submission if any proposed Advertising Copy is unacceptable to the AISD. Sponsor shall then have ten (10) days following receipt of the AISD's notice within which to submit acceptable Advertising Copy to the AISD (unless a greater period of time is agreed upon between the AISD and Sponsor). If Sponsor fails to submit acceptable Advertising Copy within the foregoing time limitations, the AISD shall not be liable for the refusal or failure to display the proposed Advertising Copy in accordance with the Sponsor Benefits.

c) **Standards for Approval.** Approval of Sponsor's Advertising Copy shall be in the sole reasonable discretion of the AISD, provided, further, that the AISD shall have the right to disapprove any Advertising Copy if, among other possible reasons for disapproval, the AISD determines in its sole reasonable discretion that such Advertising Copy (i) is of substandard technical quality; (ii) does not conform to the AISD's specifications for the Signs, publications, or stated design preferences, (iii) does not consist only of words, slogans, logos, or designs constituting Sponsor's trademarks or service marks (whether or not registered), (iv) does not comply with applicable government standards or regulations or with AISD rules, regulations, or policies, or any applicable Laws, or (v) is in bad taste or otherwise reasonably objectionable. Without limiting the generality of the foregoing, the following types of statements and practices may not be used in any Advertising Copy authorized to be displayed under this Agreement:

i) false or unwarranted claims;

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ii) infringements of any other persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;

iii) disparagement of a competitor or of a competitor's products or services;

iv) advertisements of lotteries, "drawing contests," or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;

v) slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;

vi) ambiguous statements that may be misleading to the audience;

vii) advertising of price, unless first approved in writing by the AISD;

viii) appeals for funds;

ix) testimonials which cannot be authenticated;

x) advertisements which describe any internal bodily functions or symptomatic results of internal disturbances, or which refer to matters which are not considered acceptable topics in social groups;

xi) announcements of programs which are prejudicial to the public interest, to the interest of the AISD, or to legitimate advertising or reputable business in general;

xii) alcohol or tobacco products;

xiii) represents a health hazard; or

xiv) promotes or advertises a person, thing or activity which, in the sole reasonable discretion of the AISD, tarnishes the Sponsor's or any other person's or entity's reputation, including, without limitation, any conduct which could bring the Sponsor into public disrepute, contempt, scandal, or ridicule, or which might tend to shock, insult or offend the majority of the consuming public or any protected class or group thereof, and, consequently, could be damaging to the reputation or image of the AISD.

8. **SIGNS.** In the event the Sponsor Benefits set forth on **Exhibit A** include the right of Sponsor to have Advertising Copy on any Signs, the following provisions shall be applicable thereto:

a) **Installation.** The AISD shall arrange, at the sole cost and expense of AISD, for the initial installation of the Advertising Copy in or on the Signs. Sponsor shall bear the sole responsibility for the cost and expense of designing, procuring and furnishing to the AISD the Advertising Copy to be displayed on the Signs in accordance with Section 7 herein.

b) **Maintenance.** Following the initial installation of the Advertising Copy in or on the Signs, and except as provided in Paragraph 8(d), the AISD shall use reasonable measures to maintain the Advertising Copy displayed in or on the Signs in good and attractive order, repair, and

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condition throughout the Term.. The AISD shall also be responsible, at its sole cost and expense, for maintaining the fixed panel structures and the lighting systems for the Signs after the initial installation of the Advertising Copy and prior to the removal thereof upon the expiration or termination of this Agreement. Notwithstanding the foregoing, any damage to the Advertising Copy caused by its removal upon the expiration or termination of this Agreement shall be the sole responsibility of Sponsor.

c) **Display.** All Advertising Copy to be displayed on the Signs as provided in this Agreement shall be displayed on such Signs during all athletic events and all other events of any type open to the general public conducted or held at the applicable Facilities during the Term, other than (i) events during which advertising is prohibited by federal, state or local Laws or regulations; and (ii) non-athletic events scheduled by the AISD, if any, at which the display or illumination of advertising is, in the sole reasonable opinion of the AISD, objectionable. Except as otherwise provided in the immediately preceding sentence, no Advertising Copy shall be removed, covered, or intentionally obstructed for any purpose during any stadium event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.

d) **Modifications or Changes to the Advertising Copy.** During the Term, Sponsor shall have the right to modify or change any Advertising Copy displayed on the Signs as provided in this Agreement, subject to the AISD's right of reasonable approval of all proposed changes or modifications as provided in Paragraph 7. Any changes or modifications of Advertising Copy shall be designed, prepared and installed at Sponsor's sole cost and expense. All proposed changes or modifications in Advertising Copy to be displayed on the Signs shall be submitted to the AISD for review at least sixty (60) days before its intended display and, if such changes or modifications are approved by the AISD, all work on the Signs related thereto shall be performed at such times and in such manner as reasonably established by the AISD.

9. **SPONSOR REPRESENTATIONS.** Sponsor does hereby represent and warrant that (a) all information supplied by Sponsor to the AISD relating to the identity of the Sponsor, the individual or entity status of Sponsor, and tax identification numbers for the Sponsor (whether in this Agreement or any forms submitted to the AISD in connection with this proposed Agreement) is and remains true, correct, and complete (b) the execution and delivery of this Agreement has been duly authorized by all necessary parties, (c) this Agreement constitutes the legal and binding obligations of Sponsor and is enforceable against Sponsor in accordance with its terms, (d) Sponsor has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement, (e) Sponsor owns or has the right to use all trademarks, brand logos, label designs, product identification, decals, and artwork displayed in the Advertising Copy and on the Signs at any time throughout the Term and thereafter, (f) Sponsor is not subject to any restrictive obligations imposed by former clients or any other person or entity that would impair its ability to exercise its best efforts for or on behalf of the AISD in connection with services to be performed pursuant to this Agreement, (g) Sponsor will comply, in all material respects, with the terms and conditions of this Agreement with respect to Advertising Copy, as set forth in Paragraph 7, above, and (h) Sponsor, its employees, agents and representatives have not, and during the Term of this Agreement, will not, commit any act or omission, or engage in any activity which, in the sole reasonable discretion of the AISD, tarnishes the Sponsor's reputation, including, without limitation, any conduct which could bring the Sponsor into

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public disrepute, contempt, scandal, or ridicule, or which might tend to shock, insult or offend the majority of the consuming public or any protected class or group thereof, and, consequently, could be damaging to the reputation or image of the AISD.

10. REPRESENTATIONS AND WARRANTIES OF THE AISD. Subject to the disclaimer set forth in Paragraph 23 of this Agreement, the AISD does hereby represent and warrant that (a) the execution and delivery of this Agreement have been duly authorized by all necessary parties, (b) this Agreement constitutes the legal and binding obligations of the AISD and is enforceable against the AISD in accordance with its terms, (c) the AISD has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement, and (d) the AISD is not subject to any restrictive obligations imposed by any other entity or person that would impair its ability to exercise its best efforts for or on behalf of Sponsor in connection with services to be performed pursuant to this Agreement.

11. RELEASE, INDEMNITY, NO REPRESENTATIONS.

(a) Sponsor hereby assumes full and complete responsibility and liability for the content of all Advertising Copy, and for all other work performed or required to be performed by Sponsor under this Agreement and agrees that all the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the AISD and their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "Representatives"), from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, "Claims"), including, without limitation, attorneys' fees and the costs of any legal action arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsor; (ii) the character, content, and subject matter of any Advertising Copy displayed by Sponsor; (iii) the fabrication, installation, maintenance, removal, modification, and/or form of the fixed panel advertising performed or required to be performed by Sponsor (including but not limited to any accident, injury, or other damage to any person or property), but not work performed exclusively by the AISD or their contractors for which Sponsor only pays the expense; and (iv) any breach of this Agreement by Sponsor and all costs incurred by the AISD or any Representatives (including but not limited to attorney's fees) as a result of any breach of this Agreement, the enforcement of this Agreement against Sponsor, or the collection from Sponsor of any amounts due hereunder. Sponsor fully and forever waives, discharges, and releases the AISD and the Representatives from any and all Claims arising out of or related to any matter described in clauses (i) through (iv) above.

(b) SPONSOR ACKNOWLEDGES THAT, EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, SPONSOR IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS, WARRANTIES OR AGREEMENTS BY THE AISD OR ANY EMPLOYEES OR AGENTS OF AISD, OR ANY BROKERS, SALESMEN, OR OTHER PERSONS OR ENTITIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE AISD HAS NOT MADE, AND SPONSOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT

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AND THE RIGHTS GRANTED TO SPONSOR HEREUNDER ARE MADE WITHOUT, ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, ALL OF WHICH ARE HEREBY IRREVOCABLY WAIVED BY SPONSOR, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, OR COVENANT THAT ANY PARTICULAR GAME OR EVENT WILL BE HELD IN THE FACILITIES OR ANY OTHER AISD PROPERTY. SPONSOR ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS.

12. FORCE MAJEURE.

(a) **Definition of "Force Majeure".** For purposes of this Agreement, a "Force Majeure" shall mean and include any event or cause beyond the AISD's reasonable control (including, but not limited to structural defects requiring repair, fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond the reasonable control of the AISD), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy on the Signs is suspended or prevented or (2) any AISD athletic event or any other AISD event is not played, performed, or cannot be conducted or presented, at the AISD Facilities or any AISD Property.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any Contract Year during the Term, either party shall have the option to terminate this Agreement without fault, and the Sponsor have refunded, or its account credited a pro-rata portion of the Sponsorship Fee equal to its lost advertising and promotional rights ("Pro Rata Fees") as reasonably determined by the AISD. If this Agreement is not terminated following a Force Majeure, the AISD shall have the option, upon written notice to Sponsor (i) to extend the Term of this Agreement beyond its expiration to make up for lost exposure by the Sponsor; (ii) to terminate this Agreement, and return to Sponsor the Pro Rata Fees as reasonably determined by the AISD, in its sole discretion; (iii) to provide to Sponsor during such Contract Year advertising and/or promotional rights of substantially equivalent value, as reasonably determined by the AISD; or (iv) to credit to the next following Contract Year an amount of Sponsorship Fee equal to the Pro Rata Fees.

13. TERMINATION. Except as otherwise provided by this Agreement, if either party (the "Defaulting Party") shall (i) refuse, neglect, or fail to perform, observe or keep any of the covenants, terms or conditions contained herein and required to be performed, kept or observed by such party (other than a delay or interruption in the AISD's fulfillment of its obligations as a result of a Force Majeure, as defined in Paragraph 11), including, without limitation, a failure to make payments as required by this Agreement, or (ii) have materially breached or misrepresented any representation, warranty or covenant given by it in this Agreement, then the other party (the "Non-Defaulting Party") shall have the right to promptly terminate this Agreement upon providing written notice thereof to the Defaulting Party; provided, however, that with respect to a refusal, neglect or failure set forth in provision (i) of this section, other than a failure to make payments as required by this Agreement, the Defaulting Party shall have a period of ten (10) days from its receipt of written notice from the Non-Defaulting Party specifying such refusal, neglect or failure in which to cure such refusal, neglect or failure (but if such refusal, neglect or failure occurs within the ten (10) day period prior to an event or activity, the Non-Defaulting Party may give oral notice

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(which shall be provided and confirmed promptly thereafter in writing) to the Defaulting Party's representative of such refusal, neglect or failure, and the Defaulting Party shall have a reasonable period of time to promptly cure the same following its receipt of such oral notice) (such ten (10) day period, or shorter period of time if oral notice may be given, being the "Cure Period"). Until expiration of the Cure Period, the Defaulting Party shall have the opportunity to cure the specified refusal, neglect or failure.

14. SOPHISTICATION OF PARTIES. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15. NOTICE. Where the terms of this Agreement require that notice be provided or given (except where oral notice is permitted), such notice shall be in writing and shall be (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed received by the party to whom it is directed (i) upon being hand-delivered, (ii) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight, or (iii) seventy-two hours following the deposit of the notice in the mail if sent by United States certified mail, postage pre-paid, return receipt requested. Addresses for notice under this Agreement are as follows:

To AISD:
Allen Independent School District
Superintendent of Schools
612 E. Bethany Drive
Allen, Texas 75002

To Sponsor:
H-E-B
646 S Flores Street
San Antonio, TX 78204
Attn: Mabrie Jackson

The above addresses may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

16. ASSIGNMENT. Sponsor shall not have the right or the power, without the prior written consent of AISD, in its sole discretion, to assign, convey, or otherwise transfer this Agreement or any part hereof to any other person or entity, or any of the benefits, privileges or duties set forth herein, and shall not assign, convey, or otherwise transfer this Agreement or any part hereof or any of the benefits, privileges or duties set forth herein to any other person or entity. Any such assignment, conveyance or other transfer without the prior written consent of AISD shall be null and void and because (in AISD's sole discretion) for immediate termination of this Agreement (without any additional notice or opportunity to cure notwithstanding any other provision of this Agreement). Any approved assignee or transferee shall be subject to all the provisions and requirements of this Agreement, and any assignment, transfer, or conveyance shall include a provision requiring the assignee or transferee to be subject to and comply with the terms and conditions of this Agreement.

AISD Initials

Sponsor Initials

17. **COMMISSIONS**. Sponsor and AISD shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or broker fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

18. **NO JOINT VENTURE OR PARTNERSHIP**. This Agreement shall not be deemed to create a joint venture, joint enterprise, partnership, principal-agent, employer-employee or similar relationship between AISD and Sponsor. AISD and Sponsor shall be acting as independent contractors under this Agreement.

19. **VENUE; TEXAS LAW TO APPLY**. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Collin County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

20. **ENTIRE AGREEMENT**. This Agreement, including any Exhibits attached hereto, represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. AISD has made and makes no representations or warranties of any kind except those specifically set forth herein. The premises to this Agreement are incorporated herein and made apart hereof.

21. **BINDING AGREEMENT; NO THIRD PARTY BENEFICIARIES**. This Agreement shall be binding upon the parties, their permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person, party, or entity.

22. **SEVERABILITY.** In any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to reasonably negotiate to add as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable; if the parties are not able to negotiate such a provision, either party may terminate this Agreement.

23. **NON-WAIVER; CUMULATIVE RIGHTS; SURVIVAL OF REMEDIES.** The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law, in equity, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive expiration or termination of this Agreement.

24. **WARNINGS AND NOTICES TO ALL PARTIES: PRIOR APPROVAL OF THE AISD BOARD OF TRUSTEES IS REQUIRED FOR ANY AGREEMENT. THIS**

AISD Initials

Sponsor Initials

AGREEMENT SHALL BE INVALID AND SHALL BE OF NO FORCE AND EFFECT UNLESS AND UNTIL IT IS APPROVED BY THE AISD BOARD OF TRUSTEES.

25. GUARANTY PROVISION. If this Agreement is signed by an individual as guarantor (the "Guarantor"), then the Guarantor, by signing below, unconditionally and irrevocably guarantees the full payment and performance of any and all obligations of the Sponsor hereunder including without limitation the obligation to fully and timely pay the Sponsorship Fee(s) (collectively the "Obligations"). The AISD shall not be required, as a condition precedent to making a demand upon the Guarantor or to bringing an action against the Guarantors under this provision, to make demand upon, or to institute any action or proceeding, at law or in equity against the Sponsor or anyone else, or to exhaust its remedies against the Sponsor, or anyone else. All remedies afforded to the AISD by reason of this provision are separate and cumulative remedies and it is agreed that not one of such remedies, whether exercised by the AISD or not, shall be deemed to be exclusive of any of the other remedies available to the AISD and shall not limit or prejudice any other remedy which the AISD may have against any party, including the Guarantor.

EXECUTED on the day and year first written above.

ALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____

TITLE: _____

H-E-B

BY: _____
Mabrie Jackson
Senior Director, Public Affairs
H-E-B

_____
AISD Initials

Sponsor Initials

EXHIBIT A
TO AISD SPONSORSHIP AGREEMENT

Sponsor Name: H-E-B

Applicable AISD Facilities: Stadium and Basketball Gymnasium

Business Category: Grocery

Sponsor Benefits: Sponsor shall receive the following from AISD, subject to the terms and conditions of the Agreement:

Exclusivity

- Grocery Category Exclusivity at all AISD sponsored events at the Applicable AISD Facilities

Signage

- Advertising Copy on Main Scoreboard Sign at the Stadium
- Sign on Each side (Home & Visitor) of the Stadium Concourse
- Advertising Copy on One Foam A-Frame Removable Sideline Sign at all AISD Football & Soccer Games and Varsity Football Playoff Games at the Stadium
- Advertising Copy on Sign in Allen High School Basketball Gymnasium

On-site Activation

- Ability to Have a Sponsor Area Inside the Stadium at all Allen High School Home Varsity Football Games and Varsity Football Playoff Games
- Ability to Have a Sponsor Area Outside the Stadium at all Allen High School Home Varsity Football Games and Varsity Football Playoff Games

Advertising

- One PA Announcement During each Allen High School Home Varsity Football Game and Varsity Football Playoff Games
- One "Feature" Per Allen High School Home Varsity Football Game and Varsity Football Playoff Game (i.e. Starting Line-Ups, Replay)
- 1/2 Page Ad In The Allen High School Varsity Football Program
- 1/2 Page Ad In SOAR Magazine
- One :30 Spot In-Game & One :30 Spot Pre or Post Game via HD Video Board at all AISD Football & Soccer Games and Varsity Football Playoff Games at the Stadium for which the HD Video Board is Utilized
- One PA announcement during varsity basketball games

AISD Initials

Sponsor Initials

Merchandise

- Four Tickets To Each Allen High School Home Varsity Football Game

EXHIBIT B
TO AISD SPONSORSHIP AGREEMENT

1. Sponsor Name: H-E-B

2. Term: Three (3) years, commencing on May 1, 2023, and terminating on April 30, 2026

3. Sponsorship Fee: Seventy-Five Thousand Dollars ($75,000), payable Twenty-Five Thousand Dollars ($25,000) per year as follows:

$12,500 payable upon execution hereof by both parties
$12,500 payable on or before November 1, 2023
$12,500 payable on or before May 1, 2024
$12,500 payable on or before November 1, 2024
$12,500 payable on or before May 1, 2025
$12,500 payable on or before November 1, 2025

4. Products: Grocery

AISD Initials

Sponsor Initials

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Resolution to Declare and Designate Surplus Property and to Authorize Advertisement for Sale
ADMINISTRATOR RESPONSIBLE:	Brent Benningfield, Assistant Superintendent of Operations
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	Abernathy, Roeder, Boyd, and Hullett, P.C.

Authority for this Action: CBD (Legal)

The Board may authorize the sale of any property, other than minerals, held in trust for free school purposes, by means of a Board resolution. The Board President shall execute a deed to the purchaser reciting the Board resolution authorizing the sale. The District may employ, retain, contract with, or compensate a licensed real estate broker or salesperson for assistance in the acquisition or sale of real property.

Texas Education Code 11.154; Texas Local Government Code 272.001(a)

Summary / Background Information:

The District owns a parcel of land containing approximately 2.09 acres located at 410 N. Greenville Avenue in the City of Allen, Collin County, Texas and has determined that the Surplus Parcel is not necessary to meet the current and foreseeable needs of the District for educational purposes and should be advertised to the general public for sale or exchange.

Administrative Recommendation:

Recommend consideration of the following motion:

Proposed Motion:

"Move to approve the resolution to declare and designate the property located at 410 N. Greenville Avenue, Allen, Texas 75002 as surplus and to authorize advertisement for sale".

ALLEN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION TO DECLARE AND DESIGNATE CERTAIN REAL PROPERTY OWNED BY ALLEN INDEPENDENT SCHOOL DISTRICT AS SURPLUS PROPERTY AND TO AUTHORIZE THE SUPERINTENDENT OR HER DESIGNEE TO PUBLISH NOTICE TO THE GENERAL PUBLIC OF THE PROPOSED SALE OR EXCHANGE OF SUCH REAL PROPERTY IN ACCORDANCE WITH 272.001(a) OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, Allen Independent School District (the "District") owns a parcel of land containing approximately 2.09 acres located 410 N. Greenville Avenue in the City of Allen, Collin County, Texas (the "Surplus Parcel"); and

WHEREAS, the District has determined that the Surplus Parcel is not necessary to meet the current and foreseeable needs of the District for educational purposes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALLEN INDEPENDENT SCHOOL DISTRICT:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Surplus Property. The Surplus Parcel is not necessary for the construction of facilities to meet the current and foreseeable needs of the District for educational purposes.

SECTION 3: Advertisement. The District's Board of Trustees hereby determines that the Surplus Parcel should be advertised pursuant to 272.001(a) of the Texas Local Government Code.

SECTION 4: Sale or Exchange. The Surplus Parcel should be sold or exchanged on an individual basis, subject to approval by the Board of Trustees of an offer for such sale or exchange.

SECTION 5: Publication of Notice. The District's Superintendent, or her designee, is authorized to publish notice to the general public of the proposed sale or exchange to prospective parties in accordance with 272.001(a) of the Texas Local Government Code, to receive and open sealed proposals, and to present said proposals to the District's Board of Trustees.

SECTION 6: No Obligation to Accept Offers. The District's Board of Trustees is not obligated to accept any proposal or offer or to complete a sale or exchange.

SECTION 7: Notice of Meeting. Sufficient written notice of the date, time, place and subject of the District's Board of Trustees meeting at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

SECTION 8: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force an effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The District hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the 27th day of July, 2026.

_____

President, Board of Trustees

ATTEST TO:

_____

Secretary, Board of Trustees

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Endorsement of a Candidate for TASB Board of Directors

ADMINISTRATOR RESPONSIBLE: Board President

STRATEGIC PLAN REFERENCE: N/A

LEGAL REVIEW: N/A

Authority for Action:

Allen ISD will efficiently and effectively utilize district resources while actively seeking legislative support for adequate funding.

Summary/Background Information:

As prescribed by the Bylaws of the Texas Association of School Boards, we have received written notice that Region 10, Position D, will expire at the close of the txEDCON26 convention on October 11, 2026. The position is currently held by Kevin Carbó (Mesquite ISD). Mr. Carbó has indicated that he will not be seeking reelection. The term of this position is for three years.

The following people have indicated their desire to fill Position D:

- Nichole Bentley, Coppell ISD
- Marvin Bobo, Lovejoy ISD
- Cyndi Darland, Princeton ISD
- DeAndrea Fleming, DeSoto ISD
- Lee Guidry, Italy ISD
- Harvey Oaxaca, McKinney ISD
- Jessica Ward, Midlothian ISD
- Denishea Williams, Cedar Hill ISD

Endorsements can only be accepted from districts that take board action to endorse between June 26 and August 21. A district's nomination of an individual also serves as an endorsement for that candidate. An endorsement count for each candidate will be updated each business day on the TASB website.

A biographical sketch for each candidate has been included.

Proposed Motion:

"I move to endorse _____ for Region 10, Position D, to the TASB Board of Directors."

TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME:_____

SCHOOL DISTRICT: _____

Board action must be taken no earlier than June 26, 2026, and no later than August 21, 2026*

This endorsement was approved by our school district's board of trustees at a duly called meeting on

_____.
(Date)

Best regards,

_____
(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY:_____ ZIP:_____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 21, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: _____June 22, 2026_____

NAME: Nichole M Bentley

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: _____ RESIDENCE PHONE:_____

CELL PHONE: [redacted] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL:[redacted]

SCHOOL DISTRICT: Coppell ISD

LOCAL TERM EXPIRES: 05/2027 YEARS ON BOARD: 8
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?
YES X NO____

BOARD POSITIONS HELD (including dates): President, May 2026-present; Vice President, May 2024-May 2026; Secretary, May 2022-May 2024; President, November 2020-May 2022; Secretary, May 2019-November 2020

OCCUPATION: Coach & Consultant to school boards and small businesses

CURRENT EMPLOYER: Nichole Bentley Coaching DATES: 2014-present

EDUCATION-HIGH SCHOOL: Scottsbluff High School, Scottsbluff, NE

COLLEGE: University of Nebraska-Lincoln, BBA / Southern Methodist University, MBA

HOBBIES/SPECIAL INTERESTS: health & wellness, pickleball, travel, reading, interior design

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Coppell Chamber of Commerce, Communities United advocacy group (founder November 2024-present); Christian Community Action (Secretary, 2019-2021), Leadership TASB 2020, Coppell ISD Education Foundation (2010-2017, President 2014-2017), Young Mens Service League, Coppell ISD Bond PAC Co-Chair (2013 & 2016), Business Networking International (Chapter President 2011-2012), Dallas Area Chi Omega Alumnae, Junior League of Dallas, and numerous district committees, PTOs and booster clubs among other organizations.

ADDITIONAL COMMENTS: _____

Please attach a short bio and include a current picture in jpeg format.

Nichole Bentley is a 21-year resident of Coppell ISD having lived in both Valley Ranch and Coppell. Having raised 4 sons during much of that time, she now gets to enjoy time with her grandson while serving Coppell ISD and managing volunteer and professional pursuits.

A high value has been placed on education throughout Nichole's life having been raised with a close-knit and large extended family that includes numerous public-school teachers and administrators. It's her belief that the quality of education directly impacts the quality of our community and the engagement of families in our schools and community. Nichole has fulfilled her belief in serving others by investing her time in CISD and those students.

Nichole holds a B.S. in Business from the University of Nebraska which included undergraduate studies in international business and trade at Oxford University in Mansfield England. She also holds an M.B.A. from the Cox School of Business at Southern Methodist University. At each institution she served in numerous leadership roles.

She and her husband own a coaching and consulting business. Nichole's business expertise spans the for-profit and non-profit industries. She spent 13 years successfully raising tens of millions of dollars to advance conservation in Texas and around the world with The Nature Conservancy and Texas Parks & Wildlife Foundation. Her non-profit career included fundraising and marketing work at two Dallas institutions – Southern Methodist University and the Perot Museum (formerly the Dallas Museum of Natural History).

Nichole has had the opportunity to tap into her ability and apply those skills to problem solving and organizational improvements in her career, her business and her volunteer service. She is passionate about continuing to learn and finding places to share those skills.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: June 15, 2026
NAME: Marvin Bobo

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: _____ RESIDENCE PHONE:_____

CELL PHONE: [redacted] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [redacted]

SCHOOL DISTRICT: Lovejoy Independent School District

LOCAL TERM EXPIRES: May 2029 YEARS ON BOARD: 6 years
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?
YES_X_ NO____

BOARD POSITIONS HELD (including dates):

Board Member: Nov/2020 to Present
Secretary: May/2024 to present

OCCUPATION: Investment Advisor

CURRENT EMPLOYER: Self-Employed DATES:2021-present

EDUCATION-HIGH SCHOOL: Churchill High School, San Antonio TX COLLEGE:Abilene Christian University, Southern Methodist University

OTHER EDUCATION: Professional Training DEGREES:BBa, MBA

HOBBIES/SPECIAL INTERESTS: Cycling, Hiking, Movies, Board Games, Tech

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

Leadership TASB Class of 2024 Master Trustee
ACU Griggs Center for Entrepreneurship and Philanthropy Advisory Board (2024-Present)
North Texas Angel Network, Member: May/2023 to Present, NTAN Board May/2025 to Present
Scouting America, 2005 to Present, Multiple volunteer positions, Presently Scoutmaster Troop 358

ADDITIONAL COMMENTS:.

As a candidate seeking TASB Region 10 Position D, I am incredibly proud to highlight the exceptional tradition of excellence, student-centered governance, and disciplined stewardship that defines our district and board. Grounded in a cohesive and collaborative "Team of Eight" framework, this Board operates with complete alignment around strategic priorities, maintaining an environment where academic, fine arts, STEM and athletic programs consistently rank among the top ten in Texas. Our commitment to educational performance is clearly demonstrated by our continuous "A" ratings from the Texas Education Agency, our designation as a Platinum AP Honor Roll School, and our proud achievement as the 2024 Conference 5A Lone Star Cup Winner among many other accolades. This legacy is further sustained by deep community engagement and innovative, vertically aligned PreK-12 curricula that propel every individual toward personal excellence.

A central pillar of our impact relies on a proactive, transparent approach to policy development and continuous school improvement. Over the past two years, the Board has meticulously updated 47 district policies through a disciplined, workshop-before-vote process that welcomes community feedback and ensures strict legal compliance. This includes adapting to critical legislative updates—such as implementing personal communication device standards and creating the School Library Advisory Council—while explicitly prioritizing and validating the professional expertise of our local educators. Furthermore, by collaboratively launching the Lovejoy: Excellence by Design Strategic Plan, we have established clear structural accountability and an authentic platform for elevating teacher and student voices across all campuses for the next decade.

Sustaining this environment demands rigorous financial stewardship and long-range operational sustainability. Facing severe inflationary pressures and stagnant state allotments, our Board demonstrated extraordinary leadership by partnering with the community to pass a historic, $271M+ bond package with an overwhelming 98.36% voter approval. Through strategic forecasting, efficient scenario planning, and the cultivation of alternative revenue streams like the Lovejoy Scholars program, we have successfully expanded classroom capacity and funneled millions back into the general fund. Most notably, we have robustly grown our financial reserves from 72 days cash on hand to 180 days, ensuring a rock-solid financial foundation that allows us to aggressively protect direct classroom support and prioritize competitive compensation for our world-class staff.

Marvin Bobo, Secretary

Marvin Bobo was elected to the Board of Trustees in November 2020 and is currently serving his 3rd term.

Mr. Bobo was raised in San Antonio, Texas, and started his career in Dallas, eventually settling in Lucas in 2005. Since then, he's been an unapologetic advocate for Lovejoy ISD, volunteering in various district-wide initiatives. He continues to serve the community through his time on the Lovejoy ISD board.

He attends church at Chase Oaks and is Scoutmaster for Troop 358, serving the Lovejoy community. Mr. Bobo holds bachelor's and MBA degrees from Abilene Christian and Southern Methodist Universities, respectively. Marvin was awarded Master Trustee by TASB after a year-long intensive training program, continuing a Lovejoy trustee tradition.

Throughout his career, Mr. Bobo has held diverse roles in technology, spanning functional and management positions across various industries such as supply chain, finance, retail, healthcare, and software. Currently, he manages investments and is an active participant in the North Texas Angel Network as Board Member and serves on the ACU Entrepreneur Advisory Board.

He has been married to [redacted] for 33 years and has 3 sons. [redacted], a former teacher, has also been a volunteer in the district as well through PTA, former Foundation director, and various other Lovejoy boards. His oldest is a Lovejoy and Baylor grad and works in Austin. His middle child is also a Lovejoy grad and attends Belmont University. His youngest is in 9th grade at Lovejoy High School.

In his free time, Marvin engages in a variety of hobbies, including traveling, cycling, golf, camping, hiking and board games.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: June 16, 2026

NAME: Cyndi Darland

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: [redacted] RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [redacted]

SCHOOL DISTRICT: Princeton ISD

LOCAL TERM EXPIRES: November 2026 YEARS ON BOARD: 5.5 years
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES X NO____

BOARD POSITIONS HELD (including dates): School Board Trustee, 2020-2026, president for 3 years, 2022-2025

OCCUPATION: Teach private piano, voice, swimming lessons and tutoring

CURRENT EMPLOYER: _____ DATES: _____

EDUCATION-HIGH SCHOOL: Texas High School, 1969 COLLEGE: Texas A&M Cum Laude, 1974

OTHER EDUCATION: Texarkana JC, 1972 DEGREES: BS Health, PE, Biology/Associates Music, Foreign Language

HOBBIES/SPECIAL INTERESTS: Sports, singing in 2 professional groups

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Graduate of North Texas Leadership, Class of 2026; Noino Club of Princeton, President and Vice President, 2018-2026; GOP Precinct Chair 2020-2026; Cameo Club VP, 2020-2026

ADDITIONAL COMMENTS: I received the honor of Dallas Morning News "Coach of the Year" and District "Coach of the Year" for taking my soccer team to state two years in a row (Allen ISD, 1989). It was the first year to form a team. We were 4A playing 5A soccer. We lost in a shoot-out at state. I know how to teach, motivate and win.

Please attach a short bio and include a current picture in jpeg format.

Cyndi Darland

School Board Trustee | Princeton ISD

Darland is in her second term on the Princeton ISD School Board, currently serving as trustee. She also served as board president for three terms.

Her professional experience includes working as an educator from 1979 to 2024, where she taught biology, physical science, math, anatomy and physiology for Trent, Abilene, Plano, Allen and Princeton ISDs, as well as private school. During her teaching career, she was also a recognized coach with 20 years of experience with Trent, Abilene, Plano, Allen and Princeton ISDs.

In addition to her education experience, Darland has operated a small business for 30 plus years as a piano/voice instructor and swim instructor, as well as a Mary Kay director.

Darland earned a bachelor’s degree with Cum Laude designation in Health, PE and Biology from Texas A&M University and an associate’s degree in music and foreign language from Texarkana College.

She is a 2026 North Texas Leadership graduate.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: June 22, 20026

NAME: Dr. DeAndrea Fleming

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: [redacted] RESIDENCE PHONE: [redacted]

CELL PHONE: [redacted] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [redacted]

SCHOOL DISTRICT: DeSoto ISD

LOCAL TERM EXPIRES: 05/2029 (Month/year) YEARS ON BOARD: 6

Upon expiration of current term on your local board, will you seek reelection?

YES X NO____

BOARD POSITIONS HELD (including dates): President (2021-2023)
Vice President (2019-2020, 2026-current)

OCCUPATION: Educational Coach and Consultant

CURRENT EMPLOYER: Mark of Resilience, LLC DATES: 2017-Present

EDUCATION-HIGH SCHOOL: David W. Carter (DallasISD) COLLEGE: Univ. of Houston, TAMU, PVAMU,ACU

OTHER EDUCATION: _____ DEGREES: BBA, M.S., M.Ed., PHD

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): TASB Risk Mgmt Board 2023-2024

National Alliance of Black School Educators – Co-Chair, Governance in Education Commission(2021-present)
Southwest Alliance of Black School Educators- Immediate Past President (2022- present), President (2020-22), President-Elect (2018-2020), Parliamentarian (2017-2018)

International Coach Federation-ACC (2021) Leadership ISD Legislative Voices and Board President Academy (2020-2021)

ADDITIONAL COMMENTS: _____

The 23rd Senatorial District Tejano Democrats Member (2019-current)

Texas Alliances of Black School Educators – Chair, Governance in Education Commission(2021-present)

Please attach a short bio and include a current picture in jpeg format.

v. 2/2026



Dr. DeAndrea Fleming is a seasoned public education leader, governance coach, and current Vice President of the DeSoto ISD Board of Trustees. She is a former board president, Leadership TASB Master Trustee, and former member of the TASB Risk Management Fund Board. Dr. Fleming has served as a teacher, campus administrator, district leader, executive coach, and advocate for public education. Her board leadership has been recognized through School Board Member of the Year honors from multiple education organizations. She brings a strong background in governance, fiscal oversight, advocacy, and student-centered leadership, with a deep commitment to ensuring Texas public schools remain strong, accountable, and responsive to the communities they serve.

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: 06/23/2026

NAME: Lee J. Guidry Jr.

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: [redacted] RESIDENCE PHONE: [redacted]

CELL PHONE: [redacted] FAX NUMBER (if applicable): [redacted]

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [redacted]

SCHOOL DISTRICT: Italy ISD

LOCAL TERM EXPIRES: May 2029 YEARS ON BOARD: 1
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?
YES__x__ NO____

BOARD POSITIONS HELD (including dates): Trustee (2025 – Current)

OCCUPATION: Professor, Teacher Education

CURRENT EMPLOYER: Nelson University DATES: July 2024 - Present

EDUCATION-HIGH SCHOOL: Central Lafourche High School (Raceland, LA) COLLEGE: Liberty University (EdD. 2021), Nelson University, MA, 2005; BS 2001) OTHER EDUCATION: /DEGREES: Doctor of Education in Curriculum and Instruction: Special Education, Master of Arts, Bachelor of Science HOBBIES/SPECIAL INTERESTS: Traveling, fishing, hiking, writing.

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): American Legion Member (current), Civil Air Patrol National Special Accommodations Coordinator (current)

ADDITIONAL COMMENTS: None

Please attach a short bio and include a current picture in jpeg format.

Lee Guidry Biography

Lee Guidry is an educator with more than 20 years of experience serving students, schools, and communities across Texas. Throughout Guidry's career, he has been committed to building positive student-teacher relationships, supporting student success, and promoting safe learning environments. In addition to his work in education, Guidry has provided leadership through community and youth development programs, including service with the Texas Wing of the Civil Air Patrol. His passion for education, school safety, and student leadership continues to guide his professional and volunteer service.

Originally from Louisiana, Guidry had one desire: To serve in the US Air Force. Guidry's goal was to serve and retire after 20 years. Following the reduction in force after the Cold War, Guidry found himself a civilian seeking a new purpose in life. Guidry attended college, something he never thought he would survive, but graduated in 2001 and was married soon after. In 2005, he earned his master's degree and started working in international education. While in that field, Guidry earned his teacher certification and soon after entered the public classroom. After his fifth year of teaching, Guidry would be hired by the Italy Independent School District to teach a resource class for grades six through eight.

During Guidry's third year in Italy, a teacher's worst nightmare happened: A school shooting. In January of 2018, a student shot another student six times while in the high school cafeteria. Guidry saw the commotion, confronted the shooter, de-escalated the situation, and provided first aid to the victim. Guidry is not only credited for saving the life of the victim, but also for preventing the assailant from causing more harm to the other students.

After that horrific day, Guidry decided it would be his life's goal to advocate for school safety. Guidry believed advocacy is more than keeping weapons out of schools; it also means investing in mental health counselors and providing opportunities for teachers to invest in their students' lives. To treat students as people, not just learners. Guidry earned a Doctorate of Education from Liberty University. Guidry's research title was: Exploring Student-Teacher Relationships Two Years in the Aftermath of a School Shooting at a Southwestern United States School. Guidry's research helped him understand reasons for low academic performance and a tendency to violence in the classroom.

Currently, Guidry is an Associate Professor of Education for the Teacher Education program at Nelson University. Guidry oversees and teaches pedagogy for future Social Studies and Special Education Teachers. Guidry currently presents at conferences and provides consulting services on teacher self-dispositions and teacher burnout. Guidry was elected as an Italy ISD trustee this past May after serving an appointed term for a trustee who resigned. Guidry lives in Italy with his wife [redacted], who is also an educator (Educational Diagnostician). Guidry has two children, [redacted] and [redacted], who are both attending college.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: May 23, 2026

NAME: Francisco Javier "Harvey" Oaxaca

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: [redacted] RESIDENCE PHONE: [redacted]

CELL PHONE: [redacted] FAX NUMBER (if applicable): N/A

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: hoaxaca62489@gmail.com

SCHOOL DISTRICT: McKinney Independent School District

LOCAL TERM EXPIRES: May. /. 2029 (Month/year) YEARS ON BOARD: 6 years

Upon expiration of current term on your local board, will you seek reelection?

YES X NO____

BOARD POSITIONS HELD (including dates): Legislative Committee (2022-present). Board Secretary 2023-2024, Board Vice President 2025-present

OCCUPATION: Education (Teacher, Coach, Administrator) Retired

CURRENT EMPLOYER: Retired DATES: 1977-2017

EDUCATION-HIGH SCHOOL: Bel Air HS (YsletaISD, El Paso, TX) ~~1073~~ COLLEGE: McMurry University 1977

OTHER EDUCATION: East Tx State (1997) EdAd DEGREES: BS Education, MS EdAd

HOBBIES/SPECIAL INTERESTS: Read, Exercise, Walk my dogs, Volunteer

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Medical City Of McKinney(Board Member 2007-Present) McKinney Immigration Services (President 2010-Present) McMurry Board of Visitors (2021-2026) McMurry School of Education Advisory Board (2000-2004)

ADDITIONAL COMMENTS: Being Retired gives me the flexibilty to volunteer if and when our community needs help. Over the years I have volunteered in many areas of our city. in 2025 I was awarded the Volunteer McKinney Special "25 years of service" award for 25 year of volunteering in McKinney. I am a 2023 Graduate of Leadership McKinney and a 2025 Graduate of LTASB.

See attached a short bio and a current pictiure in jpeg format

Please attach a short bio and include a current picture in jpeg format.

v. 2/2026

Francisco Javieer "Harvey" Oaxaca brief bio...

Francisco Javier "Harvey" Oaxaca, originally from El Paso, Texas is the 9th of 14 children. He is a Retired (2017) 40year Career Public School Educator, he spent 23 of his 40 years as a campus and Central Office administrator for the McKinney ISD. Harvey believes that his Public School up-bringing opened so many doors to wonderful opportunities for he and his family, He is a strong advocate for public school education.

Harvey also knows the importance of giving back to the community through his service. Harvey has remained passionate about serving the community and has served on a variety of boards and commissions.

A 2013 graduate of Leadership McKinney and a 2025 Graduate of Leadership TASB he currently serves as the Vice President of the McKinney ISD School Board.

Harvey believes that the time invested serving on school and city organizations help him be visible and available to the citizens of McKinney and help him be a stronger advocate for McKinney Citizens who depend on the public school system

His belief in giving back to the community is grounded in the many teachers, coaches, family and community members who invested in him as he grew up.

His wife Rebecca, a retired MISD Counselor, have been married for 36 years. They have two adult children: Harvey Jr. is the Executive Superintendent for the San Juan School District in Sacramento, CA. & Richard is a Professor of Dance at Case Western Reserve University in Cleveland, Ohio.

JPEG to be Sent Electronically



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: 6-3-2026

NAME: Jessica Ward

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: _____

SCHOOL DISTRICT: Midlothian ISD

LOCAL TERM EXPIRES: 05/2028 YEARS ON BOARD: 4
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES__x__ NO____

BOARD POSITIONS HELD (including dates): Secretary 2024-2026, Current Vice President

OCCUPATION: Realtor

CURRENT EMPLOYER: Fathom Realty DATES: September 2021- Current

EDUCATION-HIGH SCHOOL: Diploma COLLEGE: N/A

OTHER EDUCATION: N/A DEGREES: N/A

HOBBIES/SPECIAL INTERESTS: Family, Traveling, Music, Animals

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Four Trees Estates HOA Secretary - February 2024 - Current

ADDITIONAL COMMENTS: My commitment to public education continues to grow through my service as a trustee, Leadership TASB, mentor, and advocate. I believe strong governance begins with relationships, trust, and a willingness to listen and learn from others. Serving alongside trustees from across Texas has strengthened my appreciation for the diversity of our districts and the importance of supporting local boards. I would be honored to continue serving, learning, and advocating for students, educators, and communities across our state.

Please attach a short bio and include a current picture in jpeg format.

Jessica Ward is a dedicated public servant, community leader, and proud trustee for Midlothian ISD. She currently serves as Vice President of the Midlothian ISD Board of Trustees, after previously serving two years as Board Secretary. Through her service, Jessica has remained committed to strong governance, student success, and supporting the educators and staff who serve their communities every day.

Jessica and her husband, [redacted], have been married for 17 years and have raised seven children, all of whom attended and graduated from Midlothian ISD. She is also a proud grandmother to three grandchildren. With deep roots in the Midlothian community, Jessica's passion for public education comes not only from her role as a trustee, but also from her experience as a parent, mentor, and advocate.

Jessica brings nearly two decades of experience in real estate and mortgage lending, providing her with a strong background in financial literacy, strategic planning, communication, and relationship building. Beyond her professional career, she has served as a mentor through Mentors Care for 14 years, investing directly in students and supporting their personal growth and success.

As a trustee, Jessica believes effective leadership starts with listening, building trust, and working collaboratively as a governance team. Her involvement with Leadership TASB has strengthened her commitment to supporting trustees beyond her own district while learning from the unique challenges and successes of school communities across Texas.

Jessica leads with a servant's heart and believes public education is strengthened when local leaders remain focused on students, connected to their communities, and committed to continuous growth. Her leadership is grounded in integrity, collaboration, and a passion for serving others.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: 6/1/2026 _____

NAME: Denishea Williams_____

MAILING ADDRESS: [redacted] _____

CITY: [redacted] _____ ZIP: _____[redacted]_____

BUSINESS PHONE: [redacted] _____ RESIDENCE PHONE:_____

CELL PHONE: [redacted] _____FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL:_____[redacted] _____

SCHOOL DISTRICT: Cedar Hill ISD _____

LOCAL TERM EXPIRES: 5/2029 _____ YEARS ON BOARD: 4 year _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES☒__ NO____

BOARD POSITIONS HELD (including dates): School Board Secretary (newly elected) _____

_____

OCCUPATION: Event Coordinator _____

CURRENT EMPLOYER: US Hunger _____ DATES: 4/30/2026 _____

EDUCATION-HIGH SCHOOL: Wilmer-Hutchins High _____ COLLEGE: UT-Arlington _____

OTHER EDUCATION: _____ DEGREES: Bachelor of Arts Interdisciplinary Studies

HOBBIES/SPECIAL INTERESTS: Cooking/Baking, Gardening, and Hiking_____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): _____

n/a _____

_____

ADDITIONAL COMMENTS: _____

_____

_____

_____

_____

_____

_____

Please attach a short bio and include a current picture in jpeg format.

Biographic of Trustee Denishea Williams

Denishea Williams is a servant leader, community advocate, and elected Board Trustee for Cedar Hill ISD — Place 5 — committed to serving students, families, and her community.

Her journey began at the PTA table, advocating for her child. That advocacy grew into something bigger. From local PTA leader to Cedar Hill ISD Council of PTAs President, Williams built coalitions, marched into legislative offices demanding funding for public schools, and never stopped fighting for the communities she loves.

Together with her fellow trustees and community, Cedar Hill ISD's VATRE passed — investing directly in teacher compensation, safety, and security — and a Bond was approved for students' futures.

Williams is the first trustee in Cedar Hill ISD history to complete Leadership TASB, graduating with the Class of 2026. She also serves as a Delegate Alternate for TASB (2023–Present), a Fellow with Raise Your Hand Texas, and a member of the Legislative Advisory Committee — actively engaged in the work of the 90th Texas Legislature session. She has collaborated with organizations including the Texas PTA Advocacy Committee and Texas Freedom Network on a wide variety of educational topics.

Her volunteer roots run deep. Williams has served with the Texas Women Foundation, American Heart Association, Mom Congress, 20/20 Mom, and as President of Mocha Moms Inc., Dallas South Chapter. She holds a Bachelor of Interdisciplinary Studies from the University of Texas at Arlington and an Associate's Degree from Dallas College.

A Dallas native rooted in Cedar Hill, Williams is a wife, mother, entrepreneur, and woman of faith. She finds the greatest joy in educating and empowering individuals and families — because she believes the greatest thing any leader can do is pour their gifts back into the people around them.



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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Monthly Financial Reports

ADMINISTRATOR RESPONSIBLE: Dr. Kyle Penn
Asst. Supt. Business & Technology

STRATEGIC PLAN REFERENCE: Goal 1 – Culture of Excellence

LEGAL REVIEW: N/A

Authority for Action:

District Information Items

Summary / Background Information:

The Financial Reports are attached. The following items are included:

1. Monthly Reports-
   a) YTD Revenue and Expenditures by Fund
   b) Monthly Construction Report

Administrative Recommendation:

The administrative staff prepares these financial reports for Board review only.

ALLEN INDEPENDENT SCHOOL DISTRICT
YTD REVENUES & EXPENDITURES REPORT
06/30/2026 (UNAUDITED)

GENERAL FUND

	12 MONTHS ENDING 6/30/2026 CURRENT YEAR 2025-26				12 MONTHS ENDING 06/30/2025 PRIOR YEAR 2024-25				
	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	Notes
REVENUES:									
5700 - Local	$ 178,343,175	$ 175,343,175	$ 167,034,789	95%	$ 173,936,617	$ 174,002,747	$ 163,875,200	94%	
5800 - State	46,957,701	53,276,386	53,216,971	100%	43,128,599	43,128,599	38,257,230	89%	
5900 - Federal	90,000	90,000	387,076	430%	990,000	990,000	635,630	64%	
Total Revenues	**$ 225,390,876**	**$ 228,709,561**	**$ 220,638,836**	**96%**	**$ 218,055,216**	**$ 218,121,346**	**$ 202,768,060**	**93%**	
EXPENDITURE SUMMARY BY FUNCTION:									
11 - Instructional	$ 132,104,013	$ 127,879,013	125,805,957	98%	$ 129,056,798	$ 126,851,798	124,104,611	98%	
12 - Instructional Resources and Media Services	2,183,641	2,183,641	2,120,618	97%	2,150,401	2,300,401	2,084,308	91%	
13 - Curriculum and Instructional Staff Development	5,724,722	5,299,722	4,902,522	93%	6,593,256	6,593,256	5,847,779	89%	
21 - Instructional Leadership	2,675,175	2,690,175	2,608,297	97%	2,746,149	2,896,149	2,596,621	90%	
23 - School Leadership	11,790,994	11,540,994	11,155,146	97%	11,447,841	11,647,841	11,230,838	96%	
31 - Guidance, Counseling and Evaluation	10,968,951	11,328,951	11,193,808	99%	11,509,208	11,709,208	11,255,691	96%	
32 - Social Work Services	167,086	167,086	150,606	90%	135,452	185,452	131,243	71%	
33 - Health Services	2,427,340	2,427,340	2,318,290	96%	2,319,189	2,369,189	2,280,927	96%	
34 - Student Transportation	6,171,631	7,471,631	6,917,016	93%	5,785,562	6,281,692	5,966,999	95%	
35 - Student Nutrition	5,000	5,000	183.19	4%	5,000	5,000	-	0%	
36 - Cocurricular/Extra Curricular Activities	6,075,969	6,275,969	5,774,980	92%	5,987,113	6,137,113	5,632,369	92%	
41 - General Administration	6,644,938	7,144,938	6,737,938	94%	6,671,054	6,821,054	6,294,606	92%	
51 - Plant Maintenance and Facility Services	24,391,941	25,216,941	24,786,375	98%	25,058,006	25,408,006	23,138,923	91%	
52 - Security and Monitoring Services	5,179,938	5,229,938	4,653,145	89%	4,779,084	4,929,084	4,422,585	90%	
53 - Data Processing Services	6,088,151	5,962,151	5,646,521	95%	6,120,783	6,120,783	5,565,720	91%	
61 - Community Services	12,500	13,500	3,954	29%	14,750	64,750	6,921	11%	
71 - Debt Services	-	1,625,000	1,623,813	100%	-	448,835	448,835	100%	
81 - Facilities Acq. & Construction	337,571	237,571	6,110	3%	224,850	324,850	154,238	47%	
91 - Contracted Instructional Services between schools	4,000,000	4,000,000	-	0%	4,000,000	4,000,000	14,103	0%	
93 - PAYMENTS TO FISCAL AGENTS	-	250,000	247,171	99%	-	-	-	0%	
95 - Payments to Juvenile Justice Alternative Program	10,000	10,000	8,250	83%	10,000	35,000	7,324	0%	
99 - Other Intergovernmental Charges	1,750,000	1,750,000	1,675,316	96%	1,750,000	1,750,000	1,658,430	0%	
8900 - Other	-	-	-	0%	-	-	-	0%	
Total Expenditures	**$ 228,709,561**	**$ 228,709,561**	**$ 218,336,017**	**95%**	**$ 226,364,496**	**$ 226,879,461**	**$ 212,843,069**	**94%**	
Excess (Deficit) of Revenues Over Expenditures	**$ (3,318,685)**	**$ -**	**$ 2,302,819**		**$ (8,309,280)**	**$ (8,758,115)**	**$ (10,075,009)**		
OTHER FINANCING RESOURCES:									
7900 - Transfers In	-	-	-		2,000,000	2,448,835	448,835		
8900 - Transfer Out	-	-	-		-	-	-	0%	
Total Other Financing Resources	-	-	-		2,000,000	2,448,835	448,835		
NET CHANGE IN FUND BALANCE	**(3,318,685)**	**-**	**2,302,819**		**(6,309,280)**	**(6,309,280)**	**(9,626,174)**		
Beginning Fund Balance	**$ 73,258,476**	**$ 73,258,476**	**$ 73,258,476**		**$ 74,175,161**	**$ 74,175,161**	**$ 74,175,161**		
Ending Fund Balance	**$ 69,939,791**	**$ 73,258,476**	**$ 75,561,295**		**$ 67,865,881**	**$ 67,865,881**	**$ 64,548,987**		

Notes

ALLEN INDEPENDENT SCHOOL DISTRICT
YTD REVENUES & EXPENDITURES REPORT
06/30/2026 (UNAUDITED)

STUDENT NUTRITION	12 MONTHS ENDING 6/30/2026 CURRENT YEAR 2025-26				12 MONTHS ENDING 06/30/2025 PRIOR YEAR 2024-25				Notes
	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	
REVENUES:									
5700 - Local	$ 5,635,000	$ 5,635,000	$ 6,173,663	110%	$ 5,568,000	$ 5,568,000	$ 6,146,378	110%	
5800 - State	180,000	180,000	259,909	144%	172,298	172,298	280,136	163%	
5900 - Federal	3,063,875	3,063,875	2,405,187	79%	3,423,581	3,423,581	2,427,937	71%	
Total Revenues	**$ 8,878,875**	**$ 8,878,875**	**$ 8,838,759**	**100%**	**$ 9,163,879**	**$ 9,163,879**	**$ 8,854,450**	**97%**	
EXPENDITURE SUMMARY BY FUNCTION:									
35 - Student Nutrition/Food Services	8,878,875	8,878,875	7,892,417	89%	9,163,879	9,163,879	8,906,713	97%	
81 - Facilities Acquisition & Construction	-	-	-	0%	-	-	-	0%	
Total Expenditures	**$ 8,878,875**	**$ 8,878,875**	**$ 7,892,417**	**89%**	**$ 9,163,879**	**$ 9,163,879**	**$ 8,906,713**	**97%**	
Excess (Deficit) of Revenues Over Expenditures	**$ -**	**$ -**	**$ 946,341**		**$ -**	**$ -**	**$ (52,262)**		
OTHER FINANCING RESOURCES:									
7900 - Transfers In							-	0%	
8900 - Transfer Out	-	-	-	0%			-		
Total Other Financing Resources	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**0%**	
NET CHANGE IN FUND BALANCE	**-**	**-**	**946,341**	**-**	**-**	**-**	**(52,262)**		
Beginning Fund Balance	**$ 1,321,286**	**$ 1,321,286**	**$ 1,321,286**		**$ 1,970,753**	**$ 1,970,753**	**$ 1,970,753**		
Ending Fund Balance	**$ 1,321,286**	**$ 1,321,286**	**$ 2,267,627**		**$ 1,970,753**	**$ 1,970,753**	**$ 1,918,491**		

Notes:

ALLEN INDEPENDENT SCHOOL DISTRICT
YTD REVENUES & EXPENDITURES REPORT
06/30/2026 (UNAUDITED)

DEBT SERVICE	12 MONTHS ENDING 6/30/2026 CURRENT YEAR 2025-26				12 MONTHS ENDING 06/30/2025 PRIOR YEAR 2024-25				
	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	Adopted Budget	Amended Budget	YTD Actual	Actual to Budget	Notes
REVENUES:									
5700 - Local	$ 88,197,879	$ 88,197,879	$ 85,690,638	97%	$ 84,305,715	$ 87,305,715	$ 84,425,411	97%	
5800 - State	500,000	5,797,529	3,437,827	59%	500,000	500,000	4,592,809	919%	
5900 - Federal	-	-	-	0%	-	-	-	0%	
Total Revenues	**$ 88,697,879**	**$ 93,995,408**	**$ 89,128,465**	**95%**	**$ 84,805,715**	**$ 87,805,715**	**$ 89,018,220**	**101%**	
EXPENDITURE SUMMARY BY FUNCTION:									
71 - Debt Service	88,697,879	93,995,408	92,248,496	98%	84,805,715	87,805,715	87,445,700	100%	
Total Expenditures	**$ 88,697,879**	**$ 93,995,408**	**$ 92,248,496**	**98%**	**$ 84,805,715**	**$ 87,805,715**	**$ 87,445,700**	**100%**	
Excess (Deficit) of Revenues Over Expenditures	**$ -**	**$ -**	**$ (3,120,031)**		**$ -**	**$ -**	**$ 1,572,520**		
OTHER FINANCING RESOURCES:									
7900 - Transfers In	$ -	240,292,453	240,292,452	0%	$ -			0%	
8900 - Transfer Out	$ -	$ (238,383,997)	$ (238,383,997)	0%	$ -			0%	
Total Other Financing Resources	**$ -**	**$ 1,908,456**	**$ 1,908,456**		**$ -**	**$ -**	**$ -**		
NET CHANGE IN FUND BALANCE	**$ -**	**$ 1,908,456**	**$ (1,211,575)**		**$ -**	**$ -**	**$ 1,572,520**		
Beginning Fund Balance	**$ 35,995,892**	**$ 35,995,892**	**$ 35,995,892**		**$ 34,596,245**	**$ 34,596,245**	**$ 34,596,245**		
Ending Fund Balance	**$ 35,995,892**	**$ 35,995,892**	**$ 34,784,316**		**$ 34,596,245**	**$ 34,596,245**	**$ 36,168,766**		

Notes

ALLEN INDEPENDENT SCHOOL DISTRICT
MONTHLY CONSTRUCTION PROJECT REPORT
6/30/2026

$442 MILLION BOND AUTHORIZATION

BOND SALE	
658 FEBRUARY 2025	220,000,000
659 FUTURE SALE TBD	-
BONDS SOLD TO DATE	**220,000,000**
INTEREST EARNED	10,539,219
OTHER	-
TOTAL RESOURCES	**230,539,219**

PROJECT CODE	PROJECT NAME	ORIGINAL PROPOSED BUDGET	REVISED BUDGET	PRIOR PERIOD EXPENDITURES	CURRENT YEAR EXPENDITURES TO DATE	CURRENT YEAR ENCUMBRANCES TO DATE	BUDGET AVAILABLE	% OF PROJECT COMPLETION
A4A	A4A OLSON RENO	31,375,336	27,800,974	15,893,437	11,596,382	-	311,155	99%
A4B	A4B CURTIS RENO	53,404,348	31,650,542	-	5,817,445	-	25,833,097	18%
A4C	A4C AHS-MULTI-PURPOSE COMPLEX	39,849,171	34,869,463	-	17,631,747	-	14,247,590	51%
A4D	A4D CHEATHAM RENO	34,063,086	30,096,494	-	16,489,467	-	13,607,027	55%
A4E	A4E GREEN RENO	26,979,101	1,000,000	-	484,200	-	515,800	48%
A4F	A4F ANDERSON RENO	31,271,762	30,426,551	-	13,280,139	-	15,431,107	44%
A4G	A4G FORD RENO	53,973,782	31,958	-	-	-	31,958	0%
A4H	A4H NORTON RENO	33,658,055	-	-			-	
A4I	A4I LFC TENNIS COURT	2,153,544	1,999,235	1,027,615	971,620	-	-	100%
A4J	A4J PLAYGROUNDS	6,543,227	6,535,732	3,049,636	2,911,553	-	574,543	91%
A4K	A4K ROOFING	8,113,601	3,575,452	-	198,000	-	3,377,452	
A4L	A4L LANDSCAPE - IRRIGATION	2,396,849	1,306,684	103,504	1,203,179	-	-	100%
A4M	A4M CONCRETE - FOUNDATION	21,412,809	1,034,830	120,000	773,670	-	141,160	86%
A4N	A4N MEP SYSTEMS	8,004,656	673,901	-	352,340	-	321,561	52%
A4O	A4O FOOD SERVICE RENO	4,560,517	5,723,757	859,443	1,294,917	-	3,569,397	38%
A4P	A4P ATHLETIC COMPLEX REFRESH	13,657,899	11,962,101	-	7,099,077	-	4,863,024	59%
A4Q	A4Q VEHICLES AND SHOP EQUIPMENT	7,729,756	4,706,136	959,167	1,798,240	-	1,948,730	59%
A4R	A4R FIRE SAFETY	745,928	118,621	-	118,621	-	-	100%
A4S	A4S FACILITY SECURITY MONITORING	1,969,838	1,111,203	-	665,981	-	445,223	60%
A4T	A4T IP-BASED BELL PA - ALERT SYSTEMS	4,686,555	1,949,632	883,553	932,494	-	133,585	93%
A4U	A4U CAMPUS MEDIA STATIONS & PRINT DEVICES	11,849,520	692,281	653,309	38,972	-	(0)	100%
A4V	A4V CLASSROOM TECHNOLOGY DISPLAYS	11,543,876	5,575,047	1,007,491	1,236,127	-	3,331,429	40%
A4W	A4W NETWORK INFRASTRUCTURE UPS	5,592,094	2,877,204	223,464	1,598,904	-	1,054,836	63%
A4X	A4X DATA CENTER INFRASTRUCTURE	3,526,943	1,224,440	-	1,086,193	-	138,247	89%
C4A	C4A WIRELESS COMP DEVICES FOR STUDENTS	16,279,173	1,752,955	-		-	1,752,955	0%
C4B	C4B WIRELESS COMP DEVICES FOR STAFF	6,798,619	-	-			-	
	UNALLOCATED PROP A		208,702,993	-			208,702,993	0%
	UNALLOCATED PROP C		21,324,837	-			21,324,837	0%
	FUTURE SALE		(222,140,046)	-			(222,140,046)	0%
AUC	UNCOMMITTED PROP A		3,417,022	-			3,417,022	
I4A	ADMINISTRATIVE COST FOR ELECTION & MARKETING		315,102	315,102			-	100%
I4B	CONSTRUCTION MANAGEMENT PROGRAM		-	-			-	
I4P	PROJECT MANAGEMENT		758,621	27,921	857,469	-	(126,769)	117%
IUC	UNCOMMITTED INTEREST		9,465,495	-	-		9,465,495	0%
TOTAL $442 MILLION BOND		**442,140,046**	**230,539,219**	**25,123,643**	**88,436,736**	**-**	**112,273,408**	

ALLEN INDEPENDENT SCHOOL DISTRICT
MONTHLY CONSTRUCTION PROJECT REPORT
6/30/2026

$214 MILLION BOND AUTHORIZATION

BOND SALE	
656 FEBRUARY 2021	125,000,000
657 JUNE 2022	89,313,000
BONDS SOLD TO DATE	**214,313,000**
INTEREST EARNED	7,623,114
OTHER	82,870
TOTAL RESOURCES	**222,018,985**

PROJECT CODE	PROJECT NAME	ORIGINAL PROPOSED BUDGET	REVISED BUDGET	PRIOR PERIOD EXPENDITURES	CURRENT YEAR EXPENDITURES TO DATE	CURRENT YEAR ENCUMBRANCES TO DATE	BUDGET AVAILABLE	% OF PROJECT COMPLETION
A11	AHS G WING	16,291,267	16,527,436	16,527,436			(0)	100%
A12	AHS A AND K WINGS	19,082,525	13,683,857	13,613,538	70,319	-	0	100%
A13	AHS FINE ARTS H WING & FIRE LANE	9,830,774	11,916,833	11,916,833			-	100%
A15	ERECKSON MS RENO	45,662,414	41,236,424	41,234,684	1,740	-	(0)	100%
A16	BOON ES RENO	19,578,996	18,160,906	18,160,906		-	-	100%
A17	CHANDLER ES RENO	20,706,021	20,329,549	20,329,549			-	100%
A18	EVANS ES RENO	21,538,833	22,967,473	22,967,473		-	-	100%
A19	ES BREEZEWAY WATERPROOFING	1,821,312	42,800	42,800			-	100%
A21	LED LIGHTING AND UTILITY/MEP UPGRADES	2,377,545	3,063,686	2,270,722	792,965	-	(0)	100%
A22	DISTRICT WIDE CONCRETE	118,847	316,185	316,185		-	-	100%
A23	DISTRICT WATERPROOFING & ROOFING	1,320,568	1,296,862	1,296,862		-	-	100%
A24	AG SCIENCE FACILITY	4,697,962	4,068,490	4,068,490		-	-	100%
A25	HVAC REPLACEMENT & EFFICIENCEIS	1,185,746	1,224,738	1,224,738		-	-	100%
A27	WIRELESS NETWORK CONNECTIVITY	450,000	384,053	373,990	10,064	-	(0)	100%
A28	CAMPUS NETWORK EQUIPMENT	3,000,000	3,359,073	3,166,176	192,897	-	(0)	100%
A29	DATACENTER SERVER/STORAGE EQUIPMENT	500,000	485,475	462,823	22,652	-	(0)	100%
A31	VOIP SOLUTION	2,200,000	2,079,849	2,079,849		-	-	100%
A32	TE INFRA-IP-BELL/PA/CLOCK & MULTIMEDIA AV	9,500,000	11,507,729	11,264,868	225,807	-	17,054	100%
A33	DISTRICTWIDE PAINTING		999,532	160,607	364,659	-	474,266	53%
ABR	BUS RIDER SAFETY	450,000	450,000	191,119	82,122	-	176,759	61%
ACM	SECURITY CAMERA UPGRADES & ADDITIONS	827,860	827,860	504,168	293,680	-	30,012	96%
ACS	CELLULAR SIGNAL AMPLIFIERS FOR CELL SERVICE	1,700,000	686,534	686,534		-	-	100%
AFR	FIRST RESPONDER REPEATER	834,300	764,130	764,130		-	0	100%
ASB	NEW SCHOOL BUSES	3,290,704	3,265,200	3,265,200		-	-	100%
ASF	SECURITY DOOR/WINDOW FRAMES/FILM	726,275	670,825	670,825		-	-	100%
AVM	VEHICLE MAINTENANCE EQUIPMENT	120,000	156,957	119,956	37,000	-	(0)	100%
DPD	DESKTOP AND PRINT DEVICES	8,300,000	6,550,628	3,723,628	979,118	-	1,847,883	72%
DST	WIRELESS COMPUTER DEVICES FOR STAFF	4,700,000	4,700,000	4,631,830	53,613	-	14,558	100%
DSU	WIRELESS COMPUTER DEVICES FOR STUDENTS	12,000,000	13,749,372	11,206,417	2,421,900	-	121,055	99%
WAN	WAN PROJECT	1,500,000	1,416,942	1,416,942			-	100%
FUR	DISTRICTWIDE FURNITURE & EQUIPMENT		609,775.06	242,512	232,670	-	134,593	78%
	UNCOMMITTED PROP A		5,357,710	-			5,357,710	0%
	UNCOMMITTED PROP D		-	-			-	
BMS	CONSTRUCTION MANAGEMENT PROGRAM		90,000	72,000	18,000	-	-	100%
PAY	PROJECT MANAGEMENT		1,959,169	1,371,169	547,362		40,638	98%
TVS	AHS TV STUDIO		978,456	978,456		-	-	100%
A4A	OLSON RENO PRELIMINARY		-	-			-	
ROF	HAIL DAMAGE ROOF REPAIR DEDUCTIBLES 5-2023		2,777,032	1,824,354	952,678	-	-	27%
COP	COPIER LEASE		1,476,976	455,555	455,555	-	565,866	62%
	UNCOMMITTED INTEREST		1,880,469	-			1,880,469	
TOTAL $214 MILLION BOND		**214,311,949**	**222,018,985**	**203,603,322**	**7,754,800**	**-**	**10,660,863**	

ALLEN INDEPENDENT SCHOOL DISTRICT
MONTHLY CONSTRUCTION PROJECT REPORT
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LOCAL 616 CAPITAL PROJECTS

FUNDING TRANSFERS	16,253,643
INTEREST	373,935
TOTAL RESOURCES	**16,627,578**

PROJECT CODE	PROJECT NAME	ORIGINAL PROPOSED BUDGET	REVISED BUDGET	PRIOR PERIOD EXPENDITURES	CURRENT YEAR EXPENDITURES TO DATE	CURRENT YEAR ENCUMBRANCES TO DATE	BUDGET AVAILABLE	% OF PROJECT COMPLETION
453	ANNEX	6,120,345	6,085,942	6,085,942		-	-	100%
ZAY	REGION 10 /ZAYO	169,100	161,500	161,500			-	100%
0PK	PREKINDERGARTEN TRANSITION	150,000	231,860	231,860		-	-	100%
	FORD MS SUMMER PROJECT	22,031	20,900	20,900			-	100%
	FORK LIFT- MAINTENACE	28,948	28,948	28,948			-	100%
IST	BAND INSTRUMENTS	106,590	318,008	318,008	-	-	-	100%
153	ANDERSON DONATION FOR BALCKTOP	16,605	16,605	16,605			-	100%
153	GREEN DONATION FOR BALCKTOP	16,000	-	-			-	
	FIN OFFICE RENO		32,281	32,281			-	100%
BBL	BASEBALL LOCKER ROOM DONATION		19,173	19,173			-	100%
ESO	S WILLIAMS FIELD RENAMING		19,225	19,225			-	100%
SWG	SWAGIT		48,390	48,390			-	100%
920	TECH SECURITY		-	-			-	0%
BTL	TRI TECH BOYD TEACHER LOUNGE		20,000	19,999.50		-	-	100%
SCB	STADIUM SCOREBOARD		2,652,329	2,652,329		-	-	100%
DON	DONATIONS		39,585	39,585		-	0	100%
CAB	EVANS CABIN		24,851	24,851			-	100%
ROF *	ROOF REPAIR-HAIL DAMAGE MAY 2023		4,239,746	2,892,648	1,191,287	-	155,811	96%
GLF	GOLF		34,829	22,100	11,769	-	959	97%
HEB	LEASE REFUND		109,958	109,958			-	100%
WGT	WEIGHT ROOM EQUIPMENT		164,307		109,722	-	54,586	67%
FPS	FIRE SUPPRESSION/ALARM STADIUM		1,626,284		1,431,544	-	194,740	88%
CTG	CONTINGENCY		413,508	-			413,508	0%
WRS	WRESTLING		19,290			-	19,290	0%
	UNCOMMITTED INTEREST		373,934.53	-			373,935	0%
TOTAL LOCAL CAPITAL PROJECTS		**6,629,619**	**16,701,453**	**12,744,301**	**2,744,323**	**-**	**1,212,829**	

ALLEN INDEPENDENT SCHOOL DISTRICT
MONTHLY CONSTRUCTION PROJECT REPORT
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TECHNOLOGY DEVICE REPAIR FUND 617

FUNDING TRANSFERS	801,155
TECHNOLOGY DEVICE FEES/REPAIRS	1,204,190
INTEREST	118,795
TOTAL RESOURCES	**2,124,140**

PROJECT CODES	PROJECT NAME	ORIGINAL PROPOSED BUDGET	REVISED BUDGET	PRIOR PERIOD EXPENDITURES	CURRENT YEAR EXPENDITURES TO DATE	CURRENT YEAR ENCUMBRANCES TO DATE	BUDGET AVAILABLE	% OF PROJECT COMPLETION
SDR	DEVICE INSURANCE REPAIRS		1,160,463	90,000	-	-	1,070,463	8%
ECF	EMERGENCY FCC GRANT		226,135	226,135			-	100%
ECF	EMERGENCY FCC GRANT RELATED WARRANTIES		549,000	549,000			-	100%
802/SDR	TECHNOLOGY		69,747	68,143		-	1,604	98%
	CONTINGENCY		-	-			-	
	UNCOMMITTED INTEREST		118,795	-			118,795	
TOTAL TECHNOLOGY STUDENT DEVICE REPAIRS		**-**	**2,124,140**	**933,278**	**-**	**-**	**1,190,862**	

ALLEN INDEPENDENT SCHOOL DISTRICT
MONTHLY CONSTRUCTION PROJECT REPORT
6/30/2026

LOCAL CAPITAL LAND SALE PROJECTS

618 LAND SALE January 31, 2023	3,936,628
TRANSFERS	91,226
INTEREST	90,963
TOTAL RESOURCES	**4,118,817**

PROJECT CODES	PROJECT NAME	ORIGINAL PROPOSED BUDGET	REVISED BUDGET	PRIOR PERIOD EXPENDITURES	CURRENT YEAR EXPENDITURES TO DATE	CURRENT YEAR ENCUMBRANCES TO DATE	BUDGET AVAILABLE	% OF PROJECT COMPLETION
L23	ATHLETIC RENOVATIONS	4,059,053	4,009,053	4,009,053		-	-	100%
			-	-			-	
			-	-			-	
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			-	-			-	
				-				
	UNALLOCATED to Move to Local Capital 616		50,000	-	50,000		-	100%
	INTEREST to Move to Local Capital 616		59,764	-	59,531		233	100%
TOTAL LOCAL CAPITAL LAND SALE PROJECTS		**4,059,053**	**4,118,817**	**4,009,053**	**109,531**	**-**	**233**	

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ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Summer Leadership Institute Update

ADMINISTRATOR RESPONSIBLE: Board President

STRATEGIC PLAN REFERENCE: N/A

LEGAL REVIEW: N/A

The Board may discuss the Texas Association of School Board's Summer Leadership Institute that member(s) attended earlier this summer.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Advocacy Committee Update

ADMINISTRATOR RESPONSIBLE: Board President

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

The Board may provide an update regarding the Advocacy Committee.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Superintendent's Update
ADMINISTRATOR RESPONSIBLE:	Kim McLaughlin, Acting Superintendent
SOAR 2030 STRATEGIC VISION:	Goal 1 – Culture of Excellence
LEGAL REVIEW:	N/A

Mrs. McLaughlin may provide an update regarding district goals and other items.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Calendar Updates

ADMINISTRATOR RESPONSIBLE: Board President

STRATEGIC PLAN REFERENCE: N/A

LEGAL REVIEW: N/A

The board may review and discuss upcoming events.

August 5 – Convocation; AHS Gym, 9:30 a.m.
August 10 – Board Workshop; PLAS, 6:30 p.m.
August 11 – Meet the Teacher; Ereckson & Ford Middle Schools, 1:30 p.m.
*The date for Meet the Teacher at Curtis Middle School is TBD
August 11 – Meet the Teacher (with the exception of Anderson and Cheatham); various times – please check your campus website for information
August 12 – Meet the Teacher; Anderson Early Childhood & Cheatham Elementary; 4:30 p.m.
August 13 – First day of school
August 20 – Allen Eagles Scrimmage vs. North Crowley; Eagle Stadium, time TBD
August 24 – Regular Board Meeting; PLAS, 6:30 p.m.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Private Consultation with the Board's Attorney

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Action: Texas Government Code, Section 551.071

The Board may meet with its attorney in Executive Session.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Property Matters

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

SOAR 2030 STRATEGIC VISION: N/A

LEGAL REVIEW: N/A

Authority for this Item: Texas Government Code, Section 551.072

Property matters may be discussed in Executive Session.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee
ADMINISTRATOR RESPONSIBLE:	Board President
SOAR 2030 STRATEGIC VISION:	N/A
LEGAL REVIEW:	N/A

Authority for this Item: Texas Government Code, Section 551.074

The Board may meet in Executive Session to discuss personnel.

- Consultation and deliberation regarding Superintendent search

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING: July 27, 2026

DOCUMENT TITLE: Security Devices or Security Audits

ADMINISTRATOR RESPONSIBLE: Kim McLaughlin, Acting Superintendent

STRATEGIC PLAN REFERENCE: N/A

LEGAL REVIEW: N/A

Authority for this Item: Texas Government Code, Section 551.076

The Board may discuss security devices or security audits in executive session.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	School Children; School District Employees; Disciplinary Matters or Complaint
ADMINISTRATOR RESPONSIBLE:	Kim McLaughlin, Acting Superintendent
SOAR 2030 STRATEGIC VISION:	N/A
LEGAL REVIEW:	N/A

Authority for this Action: Texas Government Code, Section 551.082

The Board may meet in Executive Session to discuss students, district employees, disciplinary matters, or complaints.

ALLEN INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

DATE OF MEETING:	July 27, 2026
DOCUMENT TITLE:	School Board: Personally Identifiable Information about Public School Student
ADMINISTRATOR RESPONSIBLE:	Kim McLaughlin, Acting Superintendent
SOAR 2030 STRATEGIC VISION:	N/A
LEGAL REVIEW:	N/A

Authority for this Action: Texas Government Code, Section 551.0821

The Board may meet in Executive Session to discuss personally identifiable information about a public school student.